Shire of Brookton

MINUTES

Ordinary Meeting of Council

Held **Thursday 15 October 2026**
Shire of Brookton Council Chambers
14 White Street, Brookton

These minutes were confirmed at the Ordinary Council Meeting held on 19 / 11 / 26

Presiding Member: ..... **Date:** 19/11/26

Disclaimer
Please read the following important disclaimer before proceeding:

Statements or decision made at this meeting should not be relied or acted on by any applicant or any other person until they have received written notification from the Shire. Notice of all approvals, include planning and building approvals, will be given to applicants in writing. The Shire of Brookton expressly disclaims liability for any loss or damages suffered by a person who relies or acts on statements or decisions made at a Council or Committee meeting before receiving written notification from the Shire.

Shire of Brookton

Living Values

Collaborate

We will be supportive, applaud courage, celebrate success for us and the community. We will adapt to new circumstances, apply curiosity and share new things.

I will

- listen hard, speak less, and ask questions for understanding and clarity.
- share ideas, remind my colleagues of our work goals and demonstrate my leadership behaviours. acknowledge when things are going well and when we are facing difficulties.
- seek ways of working together and recognise when we succeed in our work.
- Compliment others when they are courageous and speak up.

Learn

We will grow our knowledge and experience and have pride in ourselves, our efforts and community.

I will

- seek and accept new ways of doing things.
- research and share newfound skills and knowledge.
- ask for assistance and input when I'm not sure.

Integrity

We will demonstrate honest and open behaviour at all times. Our communications will be respectful, with empathy and be fully accountable for our own actions.

I will

- communicate honestly with colleagues and respect their views.
- actively contribute to a culture of trust and openness in the Shire.
- be brave and speak up when things are not right.
- offer my colleagues support regardless of their background, role or experience.

Resilient

We will meet the many challenges, identify and apply solutions and lean on our colleagues.

I will

- be sure to include and engage with my workmates in a positive and constructive manner.
- look after myself, be mindful of my self-esteem and that of others.
- maintain a 'can-do' approach and seek support from others. be aware that my behaviour may impact on others and reduce their confidence.
- know my strengths and aware of my weaknesses.

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1.10.26 DECLARATION OF OPENING/ANNOUNCEMENT OF VISITORS

The Shire President, Cr Rod Wallis, declared the Meeting open at 3:04pm.

On behalf of Council, I would like to acknowledge that this meeting is being held on the traditional lands of the Nyoongar People and pay respect to all Elders, past, present, and emerging. I wish to acknowledge and respect local people's continuing culture and the contribution they make to Country and its life.

Recording of proceedings

In accordance with Regulation 14I Local Government (Administration) Regulations this meeting is being recorded. Recordings will be available on the Shire's website.

By being present at this meeting, members of the public consent to the possibility that their voice will be recorded.

2.10.26 RECORD OF ATTENDANCE/APOLOGIES/APPROVED LEAVE OF ABSENCE

Elected Members (Voting)

Cr RJ Wallis	President
Cr L McCabe	Deputy President
Cr C Andretta	
Cr BJ Copping	
Cr G Crouch	
Cr PL Harben	
Cr KA Toop	

Staff (Non-Voting)

Mr GA Sherry	Chief Executive Officer
Mr S Billingham	Manager Corporate and Community
Mr K D'Alton	Acting Manager Infrastructure Works
Ms S Spencer	Executive Governance Officer

Apologies

Nil.

Leave of Absence

Nil.

Members of the Public

Ms K Clarke
Mr G Teede

3.10.26 USE OF COMMON SEAL

The Table below details the Use of Common Seal under delegated authority.

Use of Common Seal Register		
File Ref:	**Purpose**	**Date Granted**
A2682	Transfer of Land 42 Lennard Street, Brookton – Settlement after auction sale.	30/09/2026

4.10.26 DELEGATED AUTHORITY – ACTIONS PERFORMED

The tables below detail the actions of Council performed under delegated authority.

Shire of Brookton, Delegation Register, 1.41 Building Matters – Permits, Certificates & Orders

BUILDING			
Permit No.	**Lot & Street**	**Type of Building Work**	**Date Granted**
5-26/27	8 Avon Bank Close	New Dwelling	02/09/2026
6-26/27	9043 Brookton Highway	Farm Shed	02/09/2026
7-26/27	91 Copping Road	Civil Works	09/09/2026
8-26/27	91 Copping Road	Hay Storage Shed	16/09/2026

Shire of Brookton, Delegation Register, 1.37 Specific Provisions under the Town Planning Scheme No. 4.

PLANNING				
File Ref	**Application Ref**	**Subject Land (Inc. Scheme No.)**	**Purpose**	**Date Granted**
Nil.				

5.10.26 RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE

Regulation 11 of the Local Government (Administration) Regulations 1996 requires that a summary of each public question asked and the response given is included in Council Minutes. Questions Taken on Notice at one Council meeting will be researched and a written response provided to the questioner, assuming that Council has their contact information. These responses to questions taken on notice will be included in minutes of the following Meeting.

Nil.

6.10.26 PUBLIC QUESTION TIME

6.10.26.01 BROOKTON REFUSE SITE TENDERS

Mr Teede, made a statement, congratulating the new councillors for the completion of their first twelve months. Mr Teede asked how many tenders have been received for the Brookton Refuse Site.

The Chief Executive Officer, Mr Sherry, advised that tenders are submitted to a confidential email account and are opened only after the tendering process has closed. Shire staff are not aware of how many have been received or who has submitted them until after the close of a tender.

6.10.26.01 WASTE RECOVERY AND SALVAGE INCENTIVE – ADOPTION OF POLICY – SEPTEMBER 2026 MEETING

Mr Teede asked why the Waste Recovery and Salvage Incentive Policy was laid on the table with no discussion at the September 2026 Ordinary Council Meeting?

The Chief Executive Officer, Mr Sherry, advised that to "lay a matter" on the table was a procedural motion and procedural motions do not have debate.

6.10.26.02 WASTE RECOVERY AND SALVAGE INCENTIVE – ADOPTION OF POLICY – SEPTEMBER 2026 MEETING

Mr Teede asked if the ability to remove salvage from the Brookton Refuse Site was included the Shire employees employment contract and is this ability included in the Brookton Refuse Site Management tender scope of works?

The Chief Executive Officer, Mr Sherry, advised that the ability to salvage waste for recycling is not included in the Shire employee's employment contract. The policy presented to Council that could have conditionally permitted this, has not been decided. The Brookton Refuse Site Management tender scope of works includes the ability for the management contractor to collect salvage for recycling and resale .

6.10.26.03 WASTE RECOVERY AND SALVAGE INCENTIVE – ADOPTION OF POLICY – SEPTEMBER 2026 MEETING

Mr Teede asked why Council decided to lay the consideration of the the Waste Recovery and Salvage Incentive Policy on the table at the September 2026 Ordinary Council Meeting?

The Deputy Shire President, Cr McCabe, explained that he supported the motion to lay the matter on the table due to insufficient information being provided to allow him to confidently decide the policy. Cr McCabe emphasised that Council makes significant decisions in the chamber and requires all necessary information to be available to make informed decisions.

The Shire President, Cr Wallis, reiterated that further information was required before a decision could be made on the matter, which may be presented to Council again at a future meeting.

6.10.26.04 BROOKTON REFUSE SITE AMENITIES

Mr Teede enquired about the amenities available at the Brookton Refuse Site for a Shire employee working from that site.

The Chief Executive Officer, Mr Sherry, explained that there was no provision for potable water or electricity at the Brookton Refuse Site and that this was unlikely to ever occur on this site. Mr Sherry advised that all Shire employees in the Works Department were provided with an "Industrial Allowance" as part of their employment contract, recognising that the conditions in which they worked were often uncomfortable. There is a requirement for these employees to work through conditions which may be dusty, hot or wet.

7.10.26 APPLICATIONS FOR LEAVE OF ABSENCE

Nil.

8.10.26 PETITIONS/DEPUTATIONS/PRESENTATIONS

Nil.

9.10.26 CONFIRMATION OF MINUTES OF PREVIOUS MEETINGS

9.10.26.01 AUDIT, RISK & IMPROVEMENT COMMITTEE MEETING – 22 SEPTEMBER 2026

OCM 10.26-01
COUNCIL RESOLUTION
Moved: Cr Copping Seconded: Cr Crouch

That the Minutes of the Audit, Risk & Improvement Committee Meeting held in the Shire of Brookton Council Chambers on 22nd September 2026 be received by Council.

CARRIED BY SIMPLE MAJORITY VOTE 7/0

For: Cr Wallis, Cr McCabe, Cr Andretta, Cr Crouch, Cr Copping, Cr Harben, Cr Toop
Against: Nil

9.10.26.01 ORDINARY MEETING OF COUNCIL – 24 SEPTEMBER 2026

OCM 10.26-02
COUNCIL RESOLUTION
Moved: Cr McCabe Seconded: Cr Andretta

That the Minutes of the Ordinary Meeting of Council held in the Shire of Brookton Council Chambers, on 24th September 2026, be confirmed as a true and correct record of the proceedings.

CARRIED BY SIMPLE MAJORITY VOTE 7/0

For: Cr Wallis, Cr McCabe, Cr Andretta, Cr Crouch, Cr Copping, Cr Harben, Cr Toop
Against: Nil

10.10.26 ANNOUNCEMENTS BY THE PRESIDING MEMBER WITHOUT DISCUSSION

Nil.

11.10.26 DISCLOSURE OF INTERESTS

Members and Officers to declare Financial, Proximity or Impartiality Interests & submit forms to the Chief Executive Officer at the commencement of the meeting and prior to the item.

Item No.	Members	Type of Interest	Nature of Interest
Nil.			

12.10.26 TECHNICAL & DEVELOPMENT SERVICES REPORTS

12.10.26.01 CONSTRUCTION OF SHED AT THE BROOKTON REFUSE SITE

File No:	WAS003
Date of Meeting:	15 October 2026
Location/Address:	Brookton Refuse Site
Name of Applicant:	Shire of Brookton
Name of Owner:	Shire of Brookton
Author/s:	Kevin D'Alton – Acting Manager Infrastructure & Works
Authorising Officer:	Gary Sherry – Chief Executive Officer
Declaration of Interest:	Nil
Voting Requirements:	Simple Majority
Previous Report:	Nil

Summary of Report:
Council to consider accepting the quotation submitted by Action Sheds for the supply and installation of a shed and reinforced concrete slab at the Brookton Refuse Site. As the expenditure was not included in the adopted 2026/27 Budget, Council is also required to authorise the additional expenditure and the transfer of funds from the Waste Reserve.

Description of Proposal:
The proposal is to construct a purpose-built, open-front shed at the Brookton Refuse Site to provide a covered operational area for equipment, materials and waste management activities.

The procurement process involved inviting quotations from eight established construction companies servicing the Shire of Brookton area. Three companies submitted eligible quotations.

Some of the information submitted is included at Confidential Attachment 12.10.26.01A, Confidential Attachment 12.10.26.01B and Confidential Attachment 12.10.26.01C.

The submissions received were as follows:

Respondent	Price incl GST	Eligibility	Calculated rank
Action Sheds	$225,440.00	Eligible	1
Avon Valley	0 recorded*	Excluded	—
BUDO	$241,870.20	Eligible	3
Fair Dinkum Sheds	$249,995.00	Eligible	2
NOW Building	0 recorded*	Excluded	—
RAFCO	0 recorded*	Excluded	—
Stallion	0 recorded*	Excluded	—
Wheatbelt Shed Developments	0 recorded*	Excluded	—

The evaluation of the submissions is included at Confidential Attachment 12.10.26.01D.

The evaluation identified Action Sheds as the lowest-priced eligible respondent.

Background:
In May 2026, Great Southern Waste ceased managing the Brookton Refuse Site. The Shire subsequently assumed responsibility for managing the facility while investigating alternative management arrangements.

The transition to direct Shire management highlighted the need to improve the site's operational infrastructure, including the provision of suitable covered accommodation for equipment, materials and site activities. The proposed shed is intended to address this need and provide a permanent asset that can be used irrespective of whether the facility is operated by Shire employees or a contracted service provider.

The principal benefits of the proposed facility are:

- Weather protection: A covered work area would provide shelter for appropriate site activities and reduce exposure of equipment and materials to sun and rain.
- Improved working conditions: A reinforced concrete surface would provide a defined and durable area for approved machinery movements and material handling.
- Operational efficiency: A designated covered area would assist with organising equipment and materials, improving housekeeping and reducing unnecessary handling.
- Asset protection: Appropriate covered storage may reduce weather-related deterioration of equipment and materials, although the open-front design would not provide secure storage.
- Long-term service support: The facility would remain a Shire-owned asset and could be incorporated into any future site management contract.

The proposed facility comprises a steel shed approximately 40 metres long, with an enclosed footprint of approximately 400 square metres, together with a two-metre concrete apron across the front. The final dimensions, height and configuration are to be confirmed against the accepted quotation and approved construction drawings.

The scope includes a reinforced concrete slab of at least 150 mm thickness, structural footings, drainage, concrete joints and curing, and the labour, plant, cranage, freight and installation required to complete the facility. Engineering certification, wind loading, corrosion protection, warranties and handover documentation are also to be addressed as part of the construction requirements.

Bulk earthworks and site preparation are to be undertaken by the Shire. The required formation level, compaction, site access and timing of these works must be agreed with the successful contractor before construction commences.

The slab, footings and drainage must be designed for the site's ground conditions and the intended use by loaders and other heavy machinery. The layout must also provide safe separation between workers, public access and moving machinery.

Consultation:
Quotations were sought from eight established construction companies operating in the Shire of Brookton area. Three eligible submissions were received.

No broader community consultation has been undertaken, as the proposal relates to operational infrastructure at an existing Shire facility.

Statutory Environment:

Local Government Act 1995

6.8. Expenditure from municipal fund not included in annual budget

(1) A local government is not to incur expenditure from its municipal fund for an additional purpose except where the expenditure —

(a) is incurred in a financial year before the adoption of the annual budget by the local government; or

(b) is authorised in advance by resolution*; or

(c) is authorised in advance by the mayor or president in an emergency.

** Absolute majority required.*

(1a) In subsection (1) —

additional purpose means a purpose for which no expenditure estimate is included in the local government's annual budget.

Relevant Plans and Policy:

Strategic Community Plan 2022–2032 – sustainable community infrastructure and services.

Corporate Business Plan 2022–2026 – infrastructure and improvements to the Brookton Refuse Site, subject to confirmation of the applicable action.

Procurement Policy – procurement and assessment of quotations in accordance with the Shire's purchasing requirements.

Financial Implications:

The proposed shed construction was considered during preparation of the 2026/27 Budget but was not included as an expenditure allocation in the adopted Budget.

The proposed expenditure is to be funded by a transfer from the Waste Reserve. Based on the current budget estimates, the impact on the Reserve would be as follows:

	2026/27 Budget	**Proposal**
Balance 1st July 2026	**841,675.00**	**841,675.00**
Waste Site Fencing	-33,000.00	-33,000.00
Bin Tippers	-10,000.00	-10,000.00
Construct Shed		-225,440.00
Interest	29,159.00	29,159.00
Transfer	130,157.00	130,157.00
Balance 30th June 2027	**957,991.00**	**732,551.00**

The proposal would reduce the forecast Waste Reserve balance at 30 June 2027 by approximately $225,440, from $957,991 to $732,551.

The accepted quotation is recorded as $225,440 inclusive of GST. Accordingly, the proposed expenditure and reserve transfer should be amended to reflect the confirmed contract price and any applicable GST treatment. The financial implications must also account for any additional Shire costs associated with site preparation, approvals, drainage or other work excluded from the quotation.

Subject to confirmation of the final project cost, the Waste Reserve provides an identified funding source without requiring an additional allocation from general municipal revenue.

Risk Assessment:
The principal risks relate to construction cost, the suitability of the design for heavy machinery, the interface between Shire-performed earthworks and the contractor's obligations, and the potential for additional costs if site conditions or project requirements are not adequately addressed before construction.

The identified risks can be managed through confirmation of the final design and scope, appropriate contract documentation, and oversight of construction.

Risk	Risk treatment:	Consequence	Likelihood	Rating
Inadequate design for intended machinery and loads resulting in structural damage, unsafe working conditions or premature failure	Require appropriate engineering design and certification for the intended use and site conditions.	Moderate	Unlikely	Medium
Incomplete site preparation or unclear contractor responsibilities resulting in construction delays, disputes or additional costs	Agree on formation levels, compaction, access and the scope of Shire works before construction.	Minor	Possible	Medium
Additional costs outside the quotation resulting increased project cost and reduced Waste Reserve balance	Confirm inclusions, exclusions and the total project cost before committing to the works.	Minor	Possible	Medium
Inadequate operational layout resulting in conflicts between machinery, workers and public access	Confirm the site layout and safe operating arrangements before commissioning the facility.	Major	Rare	Low

Consequence **Likelihood**	**Insignificant**	**Minor**	**Moderate**	**Major**	**Extreme**
Almost Certain	Medium	High	High	Severe	Severe
Likely	Low	Medium	High	High	Severe
Possible	Low	Medium	Medium	High	High
Unlikely	Low	Low	Medium	Medium	High
Rare	Low	Low	Low	Low	Medium

Risk Rating	Action
LOW	Monitor for continuous improvement.
MEDIUM	Comply with risk reduction measures to keep risk as low as reasonably practical.
HIGH	Review risk reduction and take additional measures to ensure risk is as low as reasonably achievable.
SEVERE	Unacceptable. Risk reduction measures must be implemented before proceeding.

Community & Strategic Objectives:
The proposal supports the Shire's objective of maintaining and improving community infrastructure and waste management services. It is consistent with the direction of the Strategic Community Plan 2022–2032 and the relevant Corporate Business Plan actions concerning the Brookton Refuse Site, subject to confirmation of the applicable plan references.

Comment
The proposed shed would provide a permanent operational improvement to the Brookton Refuse Site. Its principal value is the provision of a covered work area and durable concrete surface that can support the safe handling of equipment and materials and improve the organisation of site activities.

The asset would remain under Shire ownership and could support either direct Shire management or future contracted operations. This provides flexibility in the ongoing management of the facility and avoids making the infrastructure investment dependent on a particular service provider.

Action Sheds submitted the lowest-priced eligible quotation received. Subject to confirmation that its quotation meets the required scope and technical specifications, accepting this quotation would allow the Shire to progress the works using the proposed Waste Reserve funding.

Before the contract is awarded, the Shire should confirm the final dimensions and specifications, the contractor's obligations, the required engineering certification, and the interface with Shire-performed earthworks. The contract price and proposed reserve transfer must also be reconciled so that Council's authorisation covers the actual expenditure.

On this basis, the proposal is supported, subject to confirmation of the final scope and total project cost.

OFFICER'S RECOMMENDATION

That Council:

1. Accepts the quotation submitted by Action Sheds, as provided at Attachment 12.10.26.01B, for the supply and installation of a shed and reinforced concrete slab at the Brookton Refuse Site for up to $225,440;

2. By absolute majority, pursuant to section 6.8(1)(b) of the Local Government Act 1995, authorises unbudgeted expenditure for the supply and installation of a shed and reinforced concrete slab at the Brookton Refuse Site for up to $225,440; and

3. Authorises a transfer from the Waste Reserve for the supply and installation of a shed and reinforced concrete slab at the Brookton Refuse Site for up to $225,440.

4. Authorises the Chief Executive Officer to finalise the contract documentation and make minor adjustments to the project specifications that do not materially alter the approved scope, purpose or cost, provided the changes remain within the expenditure authorised by Council.

(Absolute majority vote required)

OCM 10.26-03
COUNCIL RESOLUTION
Moved: Cr Copping Seconded: Cr Toop

That Council:

1. Accepts the quotation submitted by Action Sheds, as provided at Attachment 12.10.26.01B, for the supply and installation of a shed and reinforced concrete slab at the Brookton Refuse Site for up to $225,440;

2. By absolute majority, pursuant to section 6.8(1)(b) of the Local Government Act 1995, authorises unbudgeted expenditure for the supply and installation of a shed and reinforced concrete slab at the Brookton Refuse Site for up to $225,440; and

3. Authorises a transfer from the Waste Reserve for the supply and installation of a shed and reinforced concrete slab at the Brookton Refuse Site for up to $225,440.

4. Authorises the Chief Executive Officer to finalise the contract documentation and make minor adjustments to the project specifications that do not materially alter the approved scope, purpose or cost, provided the changes remain within the expenditure authorised by Council.

LOST 3/4

For: Cr Copping, Cr Harben, Cr Toop
Against: Cr Wallis, Cr McCabe, Cr Andretta, Cr Crouch

Attachments

Confidential Attachment 12.10.26.01A Quotation Evaluation
Confidential Attachment 12.10.26.01B Action Sheds Quotation
Confidential Attachment 12.10.26.01C Budo Group Pty Ltd Quotation
Confidential Attachment 12.10.26.01D Fair Dinkum Builds Quotation

15.10.26.02 2026/27– CONSTRUCTION LICENCE FOOTPATH ROBINSON ROAD – ARC INFRASTRUCTURE – USE OF THE COMMON SEAL

File No:	Not applicable
Date of Meeting:	15 October 2026
Location/Address:	Not applicable
Name of Applicant:	Not applicable
Name of Owner:	Not applicable
Author/s:	Kevin D'Alton – Acting Manager Infrastructure & Works
Authorising Officer:	Gary Sherry – Chief Executive Officer
Declaration of Interest:	Nil
Voting Requirements:	Simple Majority
Previous Report:	Nil

Summary of Report:
Council is to consider the authorising the use of the Common Seal by the Shire President and the Chief Executive Officer to enter into a Construction Licence with ARC Infrastructure to undertake footpath construction across the railway line in Brookton beside the Brookton Highway.

Description of Proposal:
The Public Transport Authority (PTA) has issued Section 47 approval for the proposed footpath works across the railway line in Brookton beside the Brookton Highway. The remaining approval process involves finalising the Construction Licence and satisfying the applicable conditions imposed by the PTA and Arc Infrastructure. The draft construction licence is included at Attachment 15.10.26.02A.

Construction will be scheduled following confirmation of the licence and completion of the required rail access, safety and track protection arrangements.

Background:
The proposed footpath will improve pedestrian safety and accessibility, particularly for school-aged children, older residents and people with disability, consistent with the Shire's Disability Access and Inclusion Plan. A plan of the footpath is included at Attachment 15.10.26.02B.

The process involved correspondence with the Public Transport Authority (PTA) and Arc Infrastructure, supported by a proposed footpath plan and justification outlining the community benefits. Consultation sought to establish the requirements for construction within the active railway corridor and ensure the works could proceed without compromising railway safety or operations.

Consultation:
ARC Infrastructure, PTA

Statutory Environment:
Rail Freight Systems Act 2000 (WA)

Relevant Plans and Policy:
Corporate Business Plan; DIAP.

Financial Implications: Nil.

Risk Assessment:
The risk in relation to this matter is assessed as "Medium" as works will not progress unless the Construction Licence is duly signed and stamped with the Common Seal

Consequence / Likelihood	Insignificant	Minor	Moderate	Major	Extreme
Almost Certain	Medium	High	High	Severe	Severe
Likely	Low	Medium	High	High	Severe
Possible	Low	Medium	Medium	High	High
Unlikely	Low	Low	Medium	Medium	High
Rare	Low	Low	Low	Low	Medium

Risk Rating	Action
LOW	Monitor for continuous improvement.
MEDIUM	Comply with risk reduction measures to keep risk as low as reasonably practical.
HIGH	Review risk reduction and take additional measures to ensure risk is as low as reasonably achievable.
SEVERE	Unacceptable. Risk reduction measures must be implemented before proceeding.

Community & Strategic Objectives:
Improves Disability Access to the townsite

Comment:
The issuing of Section 47 approval represents an important milestone in progressing the proposed footpath. The works will improve pedestrian connectivity and provide a safer, more accessible route for the community, particularly school-aged children, older residents and people with disability.

Officers will continue liaising with Arc Infrastructure and the PTA to obtain the Construction Licence and satisfy all approval conditions before commencing works. Construction will be coordinated with the relevant rail authorities to maintain safety and minimise disruption to railway operations.

OFFICER'S RECOMMENDATION

That Council approve the use of the Common Seal by the Shire President for the signing of the Construction Licence for the footpath construction at L31 @ 105.064km Brookton Highway.

(Simple majority vote required).

OCM 10.26-04

COUNCIL RESOLUTION

Moved: Cr Crouch Seconded: Cr Copping

That Council approve the use of the Common Seal by the Shire President for the signing of the Construction Licence for the footpath construction at L31 @ 105.064km Brookton Highway.

CARRIED BY SIMPLE MAJORITY VOTE 7/0

For: Cr Wallis, Cr McCabe, Cr Andretta, Cr Crouch, Cr Copping, Cr Harben, Cr Toop
Against: Nil.

Attachments

Attachment 15.10.26.02A Construction Licence
Attachment 15.10.26.02B Footpath Plan

Construction Licence

Shire of Brookton – Footpath Construction (Brookton Hwy) – L31 @ 105.064km

Arc Infrastructure Pty Ltd
ABN 42 094 721 301

Shire of Brookton
ABN 74 164 408 055

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Construction Licence

Date ►

Between the parties

Arc	**Arc Infrastructure Pty Ltd** ABN 42 094 721 301 of Level 3, 1 George Wiencke Drive, Perth Airport, Western Australia 6105
Licensee	**Shire of Brookton** ABN 74 164 408 055 of 14 White Street, Brookton WA 6306

Background

1 Arc acts as agent of the Network Lessee in relation to the Network Lessee's rights under the Government Lease concerning the Corridor Land.

2 The Government Lease permits the Network Lessee to grant certain rights of use and occupation in respect of the Corridor Land for permitted purposes.

3 The Licensee wishes to undertake the Corridor Works on Corridor Land.

4 The Licensee has obtained consent from the Public Transport Authority of Western Australia pursuant to section 47 of the *Rail Freight Systems Act 2000* (WA) authorising the Works on Corridor Land and has provided evidence of the approval to Arc.

5 At the Licensee's request, Arc has agreed (as agent of the Network Lessee) to grant a licence to the Licensee to carry out the Corridor Works within the Licensed Area on the terms and conditions set out in this Agreement.

The parties agree as follows:

1 Definitions and Interpretation

1.1 Definitions

In this Agreement:

(1) **Agreement** means this document, including any schedule or annexure to it.

(2) **Authority** includes any governmental or public authority of any kind.

(3) **Arc Indemnified Party** means:

(a) Arc and its Personnel; and

(b) each Related Body Corporate and their Personnel.

(4) **Business Day** means a day on which banks are open for business in Western Australia other than a Saturday or a Sunday.

(5) **Completion Date** means the date that the Corridor Works have reached Practical Completion pursuant to clause 3.10.

(6) **Commencement Date** is the agreed date set out in Item 3 of Schedule 1.

(7) **Confidential Information** means in respect of a party, the terms of this Agreement, all information provided by that party to the other under this Agreement and any information that concerns the business, operations, finances, plans or customers of that party (or that party's Related Bodies Corporate) which is disclosed to, or otherwise acquired by, the other party and which:

(a) is by its nature confidential;

(b) stated in this Agreement to be confidential;

(c) is designated by the disclosing party as being confidential; or

(d) the receiving party knows or ought to know is confidential,

but excludes information which:

(e) is in the public domain at the time of disclosure other than through the fault of the party receiving it or of anyone to whom the party receiving it has disclosed it;

(f) is in the possession of the receiving party without restriction in relation to disclosure on or before the date on which it is disclosed to or acquired by that party; or

(g) has been independently developed or acquired by the receiving party.

(8) **Construction Contract** means a contract between the Licensee and its contractor for the Works.

(9) **Controlled Area** means any area within the Operational Track Zone but excluding the Permitted Work Area.

(10) **Corridor Land** means land designated as corridor land under Part 3 of the *Rail Freight System Act 2000*.

(11) **Corridor Works** means all works associated with the design and construction of the footpath extension work up to the existing pedestrian crossing adjacent to the Brookton Highway level crossing (L31 – 105.064km) that are to be carried out on Corridor Land by the Licensee in accordance with the Rail Safety Management Plan.

(12) **Event of Default** has the meaning given in clause 10.1.

(13) **Expiry Date** means 2 years following the Commencement Date or the date, three months following the Completion Date, whichever occurs earlier.

(14) **Government Lease** means, as the context requires, the:

(a) Rail Freight Corridor Land Use Agreement (StandardGauge) and Railway Infrastructure Lease dated 17 December 2000 entered into by the Network Lessee and other parties; or

(b) Rail Freight Corridor Land Use Agreement (NarrowGauge) and Railway Infrastructure Lease dated 17 December 2000 entered into by the Network Lessee and other parties,

each as amended and restated by separate Amendment and Restatement Deeds dated 16 May 2019.

(15) **Insolvency Event** means the happening of any of these events:

(a) an application is made to a court for an order or an order is made that a party be wound up; or

(b) an application is made to court for an order appointing a liquidator or provisional liquidator in respect of a party, or one of them is appointed, whether or not under an order; or

(c) except to reconstruct or amalgamate while solvent on terms approved by the other party, a party enters into, or resolves to enter into, a scheme of arrangement, deed of company arrangement or composition with, or assignment for the benefit of, all or any class of its creditors, or it proposes a reorganisation, moratorium or other administration involving any of them; or

(d) a party resolves to wind itself up, or otherwise dissolve itself, or gives notice of intention to do so, except to reconstruct or amalgamate while solvent on terms approved by the other party or is otherwise wound up or dissolved; or

(e) a party is or states that it is unable to pay its debts when they fall due; or

(f) as a result of the operation of section 459F(1) of the *Corporations Act 2001* (Cth), a party is taken to have failed to comply with a statutory demand; or

(g) a party, is or makes a statement from which it may be reasonably deduced that the party is, the subject of an event described in section 459C(2)(b) or section 585 of the *Corporations Act 2001* (Cth); or

(h) a party takes any step to obtain protection or is granted protection from its creditors, under any applicable legislation or an administrator is appointed to a party; or

(i) a party which is a natural person becomes an insolvent under administration as defined in section 9 of the *Corporations Act 2001* (Cth) or action is taken which could result in that event; or

(j) anything analogous or having a substantially similar effect to any of the events specified above happens under the law of any applicable jurisdiction.

(16) **Liability** includes any obligation to pay money or a loss, cost or expense of any kind.

(17) **Licensed Area** means that part of the Corridor Land described in Item 1 of Schedule 1 including any Railway Infrastructure on that part of the Corridor Land and including any change to the relevant part of the Corridor Land as notified in writing by Arc to the Licensee.

(18) **Licensee** means the Licensee and includes the Licensee's successors, assigns, employees, agents or contractors and any other person who is on, using or occupying the Licensed Area with the Licensee's permission (direct or implied) other than Arc.

(19) **Licensee's Property** includes any plant or equipment, materials or other property which the Licensee brings on to the Licensed Area for the purpose of carrying out the Works but does not include any part of the Works.

(20) **Network** means that part of the railway network and associated infrastructure in Western Australia under the ownership or control of Arc or its Related Bodies Corporate and any other railway network and associated infrastructure controlled by Arc and notified to the Licensee from time to time.

(21) **Network Lessee** means, as the context requires:

(a) Arc Infrastructure StandardGauge Pty Ltd (ABN 42 094 819 360); or

(b) Arc Infrastructure NarrowGauge Pty Ltd (ABN 73 094 736 900).

(22) **Operational Track Boundary** means a continuous line running parallel to the railway track at a distance of five (5) metres either side of the nearest running rail of the railway track within the Licensed Area.

(23) **Operational Track Zone** means the entirety of the area between the Operational Track Boundary on each side of the railway track within the Licensed Area and includes any area above or below.

(24) **Permitted Use** means the use specified at Item 4 of Schedule 1.

(25) **Permitted Work Area** means an area within which Arc has authorised the Licensee to work in strict accordance with the terms of the Rail Safety Management Plan and any relevant Sub-Plan to the Rail Safety Management Plan, notwithstanding that the area may be partly or wholly within the Operational Track Boundary.

(26) **Personnel** means the directors, officers, employees, agents, contractors and licensees of a party.

(27) **Planned Work Window** means a window of time between trains operating on the railway within the Licensed Area, as requested by the Licensee in writing and approved by Arc in writing in accordance with clause 3.7.

(28) **Practical Completion** means the Corridor Works being practically complete and free from defects.

(29) **Railway Infrastructure** means all facilities on, in or under Corridor Land used in connection with the operation of a railway including:

(a) railway track, ballast, sleepers, associated track structures, over or under track structures, supports (including supports for equipment or items associated with the use of a railway);

(b) tunnels, bridges, viaducts, culverts, pipes, conduits and drains;

(c) stations and platforms;

(d) train control systems, signalling systems and communication systems;

(e) electric traction infrastructure;

(f) buildings and workshops; and

(g) associated plant machinery and equipment.

(30) **Railway Property** means any Railway Infrastructure and other equipment or facilities which form part of or are used by Arc in connection with the Corridor Land and which are located on or below the surface of the Licensed Area at any time.

(31) **Rail Safety Management Plan** means the document of that name prepared by the Licensee and reviewed by Arc on 24/09/2026, as set out in Schedule 4.

(32) **Sub-Plan** means a sub-plan to the Rail Safety Management Plan to be prepared by the Licensee and submitted to Arc in accordance with clause 3.4.

(33) **Technical Conditions** means any technical conditions that are relevant to the Works, as set out in Schedule 5.

(34) **Term** means the period specified in Item 2 of Schedule 1.

(35) **Third Party Rights** means any easements, licences or other similar rights of any person, granted by Arc or any other person or created in any other way, in relation to the Corridor Land, which:

(a) exist at the Commencement Date; or

(b) are granted or created at any time after the Commencement Date.

(36) **Track Possession** means a scheduled window of time during which trains will not be operating in the Operational Track Boundary due to a scheduled shutdown (as set out in Schedule 3).

(37) **Works** means the Corridor Works to be carried out by the Licensee pursuant to the Construction Contract and all other works that interface with or are within the:

(a) Permitted Work Area; or

(b) Controlled Area; or

(c) Corridor Land.

1.2 Interpretation

In this Agreement, unless the contrary intention appears:

(1) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them occurring at any time before or after the Commencement Date;

(2) the singular includes the plural and vice versa;

(3) the word "person" includes a firm, a body corporate, an unincorporated association or an Authority;

(4) an obligation, representation or warranty:

(a) in favour of 2 or more persons is for the benefit of them jointly and severally; and

(b) on the part of 2 or more persons binds them jointly and severally;

(5) each obligation of a party to this Agreement has effect as a covenant given in favour of the party who may enforce the obligation;

(6) if a period of time is expressed to be calculated from or after a specified day, that day is not included in the period;

(7) a reference to a day is a reference to the 24 hour period commencing at midnight;

(8) a reference to a month is to a calendar month and a reference to a year is a calendar year;

(9) if the word 'including' or 'includes' is used, the words "without limitation" are deemed to immediately follow;

(10) a reference to the termination of this Agreement includes the expiry of the Term;

(11) a reference to a clause, schedule, agreement or any other document, instrument, publication or code is a reference to the clause, schedule, agreement, document, instrument, publication or code as varied or replaced from time to time; and

(12) a reference to the Term in relation to any obligation of the Licensee is to be taken as including a reference to any period during which the Licensee uses the Licensed Area with Arc's consent.

1.3 Inconsistency and order of precedence

In the case of any inconsistency or ambiguity between the documents comprising this Agreement and the Rail Safety Management Plan and any Sub-Plan to the Rail Safety Management Plan, the following order, in decreasing order of priority, will apply:

(1) this Agreement;

(2) any relevant Sub-Plan approved by Arc;

(3) Rail Safety Management Plan.

1.4 This Agreement

A reference to this Agreement includes:

(1) everything forming part of this document; and

(2) any agreed changes to this document which are recorded in a separate document.

1.5 Exclusion of the contra proferentem rule

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

2 Grant of Licence

2.1 Grant of Licence

Subject to clauses 2.2, 2.3 and 2.4, Arc (as agent for the Network Lessee) grants the right to use and occupy the Licensed Area to the Licensee for the Term subject to the provisions of this Agreement. Arc warrants that it has the power and authority to enter into this Agreement as agent for the Network Lessee.

2.2 Grant Subject to Third Party Rights

The Licence granted under clause 2.1 is granted subject to all Third Party Rights provided that Arc:

(1) warrants that it has not, as at the Commencement Date, granted, and is not aware of, any Third Party Rights which it has not disclosed to the Licensee; and

(2) covenants that it will not, after the Commencement Date and for the Term, grant or allow to be granted (to the extent that such granting is within the control of Arc) any further Third Party Rights,

which would materially detrimentally affect or delay the Works or the Licensee's ability to carry out the Works.

2.3 Limitations

(1) The rights granted to the Licensee by Arc are limited:

(a) to rights which Arc is authorised to grant by the Government Lease; and

(b) by the restrictions and conditions relating to those rights in the Government Lease.

(2) Notwithstanding this clause 2.3, Arc warrants that it is not aware of any restrictions or conditions relating to the rights granted to Arc under the Government Lease which would detrimentally affect or delay the Works or the Licensee's ability to carry out the Works.

(3) This Licence shall confer on the Licensee a right to only such use of the Licensed Area as is necessary to enable the Licensee to carry out the Works and shall exclude any purpose not connected with the Works, unless approved by Arc.

2.4 Licensee's Acknowledgments

The Licensee acknowledges that, despite any other provision of this Agreement:

(1) this Agreement and the rights granted to the Licensee under this Agreement automatically terminates if the Government Lease terminates or for any other reason Arc ceases to be entitled to grant those rights to the Licensee;

(2) the rights granted to the Licensee are subject to all reservations in favour of, and any rights which may be exercised by, any party to the Government Lease in relation to the Licensed Area; and

(3) the Licensee does not by this Agreement have or acquire any greater interest in the Licensed Area than the Network Lessee has under the Government Lease.

2.5 Minerals, fossils and relics

Valuable minerals, fossils, articles or objects of antiquity or of anthropological or archaeological interest, treasure trove, coins and articles of value found on the Licenced Area shall as between the parties be and remain the property of the Network Lessee. Immediately upon the discovery of these things the Licensee must:

(1) take precautions to prevent their loss, removal or damage; and

(2) give Arc written notice of the discovery.

3 Use of Property

3.1 Permitted Use

The Licensee may use the Licensed Area for the Permitted Use.

3.2 Safety and security directions

(1) Arc may give directions to the Licensee concerning the safety or security of persons or property in relation to the Licensed Area.

(2) The Licensee must promptly comply with all directions given by Arc in relation to the safety or security of persons or property in relation to the Licensed Area.

3.3 Protection of People and Property

The Licensee shall:

(1) take all measures reasonably necessary to protect people and property including the erection of fences (where reasonably required by Arc having regard to the safety of the public, train services, the parties and their respective contractors, employees and agents);

(2) avoid unnecessary interference with the passage of people, vehicles and trains; and

(3) prevent nuisance and unreasonable noise and disturbance.

3.4 Sub-Plan to the Rail Safety Management Plan

(1) If requested by Arc in respect of any discrete aspect of the Works to be carried out by the Licensee within the Licensed Area, the Licensee must prepare and submit to Arc for approval in Arc's absolute discretion, a Sub-Plan for that aspect of the works.

(2) A Sub-Plan must contain a detailed safety management plan which includes the appropriate safe working controls to demonstrate that the works will not impact upon Arc's rail operations or any other legitimate use of the Railway Infrastructure.

(3) Arc will within 10 Business Days either approve or reject with comments a Sub-Plan submitted by the Licensee.

(4) Works requiring a Sub-Plan will not be permitted to commence until Arc has granted approval in writing to the Sub-Plan.

3.5 Accidents and emergencies affecting the Network

(1) If any accident or other event connected with the Licensed Area causes damage to, or adversely affects any part of the Network, the Licensee must:

(a) take no action which might jeopardise the safety of the operation of the Network;

(b) not, without Arc's prior consent, work on or interfere with any part of the Network which is damaged or otherwise affected by the relevant incident;

(c) notify Arc as soon as possible after the Licensee becomes aware of the damage;

(d) do everything reasonably possible (including complying with all requirements and directions from Arc) to enable Arc to repair the damage and restore the Network for use as quickly as possible; and

(e) promptly comply with all other directions and requirements of Arc in relation to the relevant incident.

(2) Arc may close off any part of the Network which is damaged. The Licensee may not have access to the part which is closed off without first obtaining Arc's consent.

(3) This clause 3.5 does not limit any Liability of the Licensee under any indemnity given to Arc or otherwise arising.

3.6 Responsibility of the Works

The Licensee acknowledges and agrees that the Licensee shall be responsible for the care of:

(1) the whole of the Works for the Term; and

(2) the Licensee's Property until it is removed from the Licensed Area.

3.7 Track Possession and Planned Work Windows

(1) The Licensee agrees to only carry out the Works:

(a) which are within or over the Controlled Area; or

(b) which are outside the Controlled Area but may impact on Arc's rail operations,

during a period of Track Possession or Planned Work Window and at no other time.

(2) Arc will use its best endeavours to provide the Licensee with the Track Possessions set out in Schedule 3 for the Licensee to carry out the Works which are within or over the Controlled Area, or which are outside the Controlled Area but may impact on Arc's rail operations. If for any reason Arc needs to change or cancel the Track Possessions set out in Schedule 3, Arc will endeavour to provide the Licensee with as much notice as is reasonably possible in the circumstances and will use best endeavours to provide an alternative window of Track Possession.

(3) Subject to the Licensee's compliance with clause 3.7(4), Arc will use its best endeavours to provide the Licensee with Planned Work Windows during which the Licensee may carry out Works which are within or over the Controlled Area or which are outside the Controlled Area but may impact on Arc's rail operations. If for any reason Arc needs to change or cancel a Planned Work Window, Arc will endeavour to provide the Licensee with as much notice as is reasonably possible in the circumstances.

(4) If the Licensee seeks a Planned Work Window, it must:

(a) submit any Sub-Plan required by Arc pursuant to clause 3.4 in respect of the Works to be carried out in the period of the Planned Work Window;

(b) provide Arc with notice in writing not less than 10 Business Days prior to the planned start of the Works in respect of which the Planned Work Window is sought; and

(c) provide all other information and documentation reasonably required by Arc.

(5) Arc may assess the risk associated with the Works referred to in clause 3.7(4) and the proposed safe working controls and may consent in writing to those Works identified in a notice under clause 3.7(4)(a) being carried out by the Licensee during a Planned Work Window.

(6) For the avoidance of doubt, no Works will be allowed to proceed within or over the Controlled Area or which are outside the Controlled Area but may impact upon Arc's rail operations, outside a period of Track Possession/Planned Work Window, unless the consent referred to in clause 3.7(5) for a Planned Work Window has been given in writing.

(7) Arc reserves the right to rescind and revoke any consent given to a Track Possession or Planned Work Window should Arc form the view that the controls implemented are subsequently identified as insufficient or the nature of the specific Works change such that the controls are or become inadequate.

3.8 Cleaning Up

The Licensee shall keep the Licensed Area and the Works clean and tidy and regularly remove rubbish and surplus material.

3.9 Licensee to use and operate at own risk

The Licensee's use of the Licensed Area is at its own risk.

3.10 Completion of Works

(1) The Licensee must give notice in writing to Arc upon the Corridor Works reaching Practical Completion as soon as reasonably practicable, and in any event within 5 business days of Practical Completion of the Corridor Works (**Completion Notice**).

(2) Within 10 business days of a Completion Notice being provided by the Licensee, Arc may (acting reasonably) inspect the Works and advise the Licensee that:

(a) Arc is satisfied that the Works have achieved Practical Completion by issuing a Certificate of Practical Completion; or

(b) Arc is not satisfied that the Works have reached Practical Completion and must set out any defects that must be rectified in order to reach Practical Completion.

(3) The Licensee must execute any rectification works and make good any defects that may be required, in a timeframe agreed between Arc and the Licensee.

(4) Once the Licensee considers that the defects have been rectified the Licensee must notify Arc in writing, in accordance with clause 3.10(1), and subject to clause 3.10(2)(a), the Works will be deemed to have met Practical Completion on the date Arc notified the Licensee in the Certificate of Practical Completion.

(5) For the avoidance of doubt, Arc's failure to provide a response on the Completion Notice or inspect the Works does not constitute the absence of any defects in the Works.]

4 General Obligations and Restrictions

4.1 Obligations

The Licensee must:

(1) at all times use the Licensed Area in a proper manner; and

(2) comply with all relevant requirements of any Authority and every law in connection with the Licensed Area; and

(3) immediately notify Arc if the Licensee becomes aware of any threat or danger to the Licensed Area or any material accident on the Licensed Area and comply with Arc's reasonable directions for the purpose of protecting property or persons on the Licensed Area.

5 Indemnity and Insurance

5.1 Indemnity

The Licensee must promptly on demand indemnify and keep indemnified the Arc Indemnified Parties in respect of any claim, action, damage, loss, liability, cost, charge, expense, outgoing or repayment that any Arc Indemnified Party pays, suffers, incurs or is liable for, including any:

(1) loss of or damage to the Licensed Area including any Corridor Land used for access to the Licensed Area; and

(2) claims in respect of personal injury or death or loss of, or damage to, any other property; and

(3) loss of revenue incurred by any Arc Indemnified Party as a result of any event or loss referred to in clause 5.1(1), or disruption of, or interference with any train operations; and

(4) any Liability incurred by any Arc Indemnified Party for failure to provide train paths or access to the Railway Infrastructure by any person,

arising out of or as a consequence of the carrying out of the Works, but the indemnity shall be reduced proportionally to the extent that fraud, Wilful Default or a negligent act or omission of an Arc Indemnified Party contributed to the injury, death, loss or damage.

5.2 Notification obligations

The Licensee must immediately notify Arc if an event occurs which may materially affect Arc's interests under this Agreement.

5.3 Licensee's insurance undertakings

(1) The Licensee must, at its expense, take out and maintain at all times during the Term and on terms and conditions satisfactory to Arc (acting reasonably):

(a) public liability insurance which covers the liability of the Licensee and its Personnel to any person arising out of or in connection with this Agreement or the Licensed Area, including any part of the Corridor Land used for access, use of any Railway Infrastructure adjacent to the Licensed Area and use of the Railway Property, with a sum insured of not less than $20,000,000 for any one occurrence or series of occurrences arising from one originating cause and having an excess set at a reasonably acceptable level having regard to what is commercially available in the then current insurance market;

(b) workers' compensation insurance and employer's indemnity insurance which complies with the relevant Laws against all Claims in respect of any personal injury to, or death of, any person employed or engaged by the Licensee which arises out of, or is cause or contributed to by, the performance or non-performance of this Agreement by the Licensees which insurance must provide cover:

(i) in respect of common law claims, for an amount not less than $50,000,000 for each occurrence; and

(ii) for compulsory statutory workers' compensation insurance claims, to such amount as prescribed from time to time by the *Workers' Compensation and Injury Management Act 2023* (WA) or any other application legislation,

and the Licensee must ensure that each of its contractors, subcontractors and consultants also effects and maintains insurance under any applicable workers' compensation Laws;

(c) insurance adequately covering loss of or damage to the Licensee's Property;

(d) any insurance required by Law as a result of the Licensee's use of the Licensed Area, including any part of the Corridor Land used for access, use of any Railway Infrastructure adjacent to the Licensed Area and use of the Railway Property; and

(e) any other insurance which is reasonably necessary to adequately protect Arc's interests under this Agreement, having regard to the terms of this Agreement,

(each, an **Insurance Policy**) and each such Insurance Policy must be placed with an insurance company or companies approved by the Australian Prudential Regulation Authority to underwrite insurance business in Australia and must have a credit rating of

at least "A-" by Standard and Poors Rating Group or such other reputable rating agency which is equivalent to a rating "A-" by Standard & Poors Rating Group.

(2) The Licensee must:

(a) pay each premium due under the Insurance Policies before the due date and, when reasonably requested by Arc, provide evidence of payment;

(b) when reasonably requested by Arc, provide copies of the Insurance Policies and copies of certificates of currency for each Insurance Policy certified by the insurer;

(c) immediately notify Arc if:

(i) an event occurs which:

(A) may give rise to a claim under any Insurance Policy; or

(B) could materially affect Arc's interests under this Agreement; or

(ii) an Insurance Policy is cancelled;

(d) if required by Arc, make and pursue a claim under any Insurance Policy; and

(e) if required by Arc, ensure that Arc's interests are noted on the policy of public liability insurance.

(3) Unless Arc consents, the Licensee must not:

(a) do or allow anything to be done which could adversely affect any insurance taken out by Arc in connection with the Licensed Area or which could increase the cost of obtaining that insurance; or

(b) settle, compromise or waive any claim under any Insurance Policy.

6 Entry by Arc

6.1 Right to Enter

Arc may, after giving reasonable notice to the Licensee (or in an emergency, without notice), enter the Licensed Area at any time to do anything which Arc reasonably requires including anything which Arc is required to do by law or is permitted to do under this Agreement or under the Government Lease.

6.2 No interference

In exercising its rights under clause 6.1, Arc shall use reasonable endeavours to ensure (subject to clauses 3.2 and 6.3) that it will not (and will not allow any persons within its control to) do anything which will impede the Licensee in carrying out the Works.

6.3 Suspension

(1) If at any time the Licensee's presence in the Licensed Area may in Arc's opinion constitute a rail safety risk, Arc may give the Licensee a notice suspending the access granted by this Agreement to the Licensed Area (**Suspension Notice**).

(2) On receiving a Suspension Notice in accordance with clause 6.3(1), the Licensee, its Personnel and any sub-contractors must immediately vacate the Licensed Area until such time as the suspension is lifted.

7 Assignment

7.1 Consent Required

The Licensee may not:

(1) assign this Agreement or any right granted under this Agreement; or

(2) sub-license any right granted by this Agreement,

without the prior written consent of Arc acting in its absolute discretion.

7.2 Licensee to remain liable

Notwithstanding anything in clause 7.1, the Licensee acknowledges that sub-contracting the whole or any portion of the Works or entering into a sub-licence will not relieve the Licensee of any liability that it would have had to Arc or to any other person but for clause 7.1.

7.3 Exclusion of Statutory Provisions

The operation of sections 80 and 82 of the *Property Law Act 1969* (WA) are excluded from this Agreement.

8 Environment

8.1 Definitions

In this clause:

(1) **Authorisation** means any authorisation, consent, approval, resolution, licence, exemption, filing, lodgement, registration, notification, recording, certificate, rating, reporting, permission, authority or right to do something:

(a) from, by or with any Government Agency, whether granted following positive action by the Government Agency or arising following the expiry of a period of time without intervention or action by a Government Agency; or

(b) in relation to anything which will be fully or partly prohibited or restricted by Law if a Government Agency intervenes or acts in any way within a specified period, the expiry of that period without intervention or action,

required under an Environmental Law or otherwise.

(2) **Environmental Condition** means any Environmental Damage or any event, circumstance, condition, operation or activity which is reasonably foreseeable to be likely to result in Environmental Damage and which in Arc's opinion (acting reasonably) could result in Arc or any other person incurring any material liability or being subjected to a direction of any competent authority.

(3) **Environmental Damage** means any material injury or damage to persons, living organisms or property or any material pollution or impairment of the environment (including any land, air or water) resulting from the discharge, emission, escape or migration of any substance, energy, noise or vibration.

(4) **Environmental Law** means any Law, notice, decree, order or directive of any authority or otherwise, relating to the environment (as the term environment is defined in the *Environmental Protection Act 1986* (WA)) or the enforcement or administration of any of those Laws, notices, decrees, orders or directives of any authority or otherwise, and includes:

(a) the *Environmental Protection Act 1986 (WA)*; and

(b) any regulations or orders made under the *Environmental Protection Act 1986* (WA).

(5) **Government Agency** means any government, parliament, governmental, semi-governmental, administrative, monetary, fiscal or judicial body, department, commission, authority, tribunal, government minister, agency or entity of any kind.

8.2 Licensee's general undertakings

The Licensee must:

(1) comply with all Environmental Laws and Authorisations applicable to the Licensed Area or the Licensee;

(2) obtain, at the appropriate time, and do all that is necessary to maintain in full force and effect all Authorisations relating to the Licensed Area or any activity in relation to the Licensed Area;

(3) not do, or omit to do, anything which might directly or indirectly result in the revocation or suspension of an Authorisation in relation to the Licensed Area; and

(4) immediately notify Arc on becoming aware of:

(a) the existence of any Environmental Condition on or affecting the Licensed Area; or

(b) the filing of a Claim against the Licensee in relation to an alleged failure to comply with an Environmental Law or an Authorisation in relation to the Licensed Area.

8.3 Licensee's remediation undertakings

(1) If at any time (including before or after the Commencement Date):

(a) the Licensed Area is affected or becomes affected by any Environmental Condition resulting from or in connection with the activities of the Licensee;

(b) the Corridor Land, Railway Property or any Railway Infrastructure adjacent to the Licensed Area is affected or becomes affected by any Environmental Condition resulting from or in connection with the activities of the Licensee; or

(c) the Licensee breaches any Environmental Law or any Authorisation relating to the Licensed Area or the Corridor Land, Railway Property or any Railway Infrastructure adjacent to the Licensed Area,

the Licensee must as soon as reasonably possible take all necessary action:

(d) to comply with all Environmental Laws and Authorisations relating to the Licenced Area; and

(e) so that the Environmental Condition is no longer present and any Environmental Damage is rectified.

(2) The Licensee's obligations under this clause continue after the Expiry Date until all Environmental Damage has been rectified and all Environmental Laws and Authorisations complied with.

9 Health and Safety

In this clause:

(1) **Construction Project** has the meaning given to it in the *Work Health and Safety (General) Regulations 2022 (WA)*.

(2) **Principal Contractor** has the meaning given to it in the *Work Health and Safety (General) Regulations 2022 (WA)*.

(3) **WHS Act** means the *Work Health and Safety Act 2020 (WA)* and regulations made pursuant to that act.

(4) **WHS Law** means all applicable health and safety related laws, including (but not limited to):

(a) applicable electrical safety, road transport safety and dangerous goods legislation and regulations;

(b) codes of practice and other compliance codes; and

(c) the WHS Act.

9.2 Principal Contractor

(1) Where any of the Works undertaken by or on behalf of the Licensee on Corridor Land (including works carried out prior to the Commencement Date) are a Construction Project, the Licensee acknowledges and agrees that:

(a) the Licensee will act as, or otherwise appoint a Principal Contractor for the purposes of the WHS Law;

(b) if the Licensee appoints a Principal Contractor, the Licensee will complete all necessary documentation to ensure the appointment is valid under the WHS Law; and

(c) the Licensee bears all responsibility for providing all relevant information to any Principal Contractor appointed under the WHS Law.

9.3 Indemnity

(1) To the maximum extent permitted by Law the Licensee indemnifies Arc against any claim, action, damage, loss, liability, cost, charge, expense, outgoing or repayment that any Arc Indemnified Party pays, suffers, incurs or is liable for, arising from the enforcement of, or breach by the Licensee of, the WHS Law, arising from or in connection with the Licensee's occupation or use of the Corridor Land or the undertaking of the Works.

(2) Clause 9.3(1) is not intended to provide Arc with an indemnity prohibited under section 272A of the WHS Act.

10 Default

10.1 Events of Default

An Event of Default occurs if:

(1) the Licensee repudiates this Agreement; or

(2) the Licensee abandons the Licensed Area; or

(3) any money payable by the Licensee under this Agreement is unpaid for longer than 30 days after it is due to be paid; or

(4) the Licensee is in default under this Agreement and, if the default can be remedied, the Licensee has not remedied the default within 14 days (or such longer time as is reasonably necessary in the circumstances) after receiving a notice from Arc specifying the default and requiring it to be remedied; or

(5) the Licensee is unable for any reason to carry out its duties and functions or ceases to exist without the rights and obligations of the Licensee under this Agreement being assigned or transferred to or assumed by the legal entity which has acquired the assets and liabilities of the Licensee (or another legal entity acceptable to Arc).

10.2 Arc's remedies

If an Event of Default occurs, Arc may terminate this Agreement by giving notice to the Licensee and may exercise any other remedy available under this Agreement or at law.

10.3 Termination by Arc

Without limiting any other rights of termination contained elsewhere in this Agreement or at Law, Arc may by providing 28 days written notice to the Licensee, terminate this Agreement on the date that is six (6) months after the Commencement Date (or such other date as agreed by the parties in writing), if the Works have not commenced.

10.4 Termination for Insolvency

A party may terminate this agreement immediately by notice in writing if an Insolvency Event occurs in respect of the other party.

11 Licensee's Obligations on Termination

11.1 Licensee to Vacate

Unless otherwise agreed by Arc in its absolute discretion, the Licensee must:

(1) vacate the Licensed Area and remove all of the Licensee's Property (including any temporary works and construction plant) by the Expiry Date or if this Agreement is terminated before the Expiry Date, as soon as reasonably possible after this Agreement is terminated; and

(2) prior to vacating the Licensed Area ensure that any railway track in the Operational Track Boundary that may have been part of the Works is left in a safe condition for the passage of trains.

11.2 Damage Caused by Vacating

The Licensee must repair any damage to the Licensed Area caused by it:

(1) using the Licensed Area;

(2) vacating the Licensed Area; or

(3) removing the Licensee's Property.

12 Costs and Expenses

12.1 Costs and Expenses

The Licensee must, as and when required by Arc, pay or reimburse Arc for all of Arc's reasonable costs and expenses (including legal costs and expenses) incurred in relation to:

(1) the preparation, negotiation and signing of this Agreement ; or

(2) any document assigning, varying or surrendering this Agreement at the Licensee's request; or

(3) giving any consent or approval under this Agreement at the Licensee's request (other than any consent or approval for Arc to enter into this Agreement); or

(4) any default under this Agreement by the Licensee which causes Arc to incur a Liability.

12.2 Duties and Fees

The Licensee must, as and when required by Arc, pay or reimburse Arc for all duty and fees (including fines and penalties attributable to an act or omission of the Licensee) payable in connection with this Agreement.

13 Goods and Services Tax

13.1 Definitions

Unless the contrary intention appears, in this clause:

(1) **GST Act** means A New Tax System *(Goods and Services Tax) Act 1999* (Cth) as amended;

(2) **GST** has the meaning given in the GST Act;

(3) **GST law** has the meaning given in the GST Act; and

(4) **Supply** has the meaning given in the GST Act.

13.2 Prices do not include GST

Unless otherwise stated, the consideration payable for any Supply made or to be made under this Agreement is exclusive of GST.

13.3 Licensee must pay GST

The recipient of a Supply (**Recipient**) must pay to the supplier (**Supplier**) the amount of any GST that the Supplier pays or is liable to pay on a Supply made or to be made under this Agreement, at the same time and in the same manner as the Recipient is obliged to pay for that Supply.

13.4 Statement is conclusive

A written statement given to the Recipient by the Supplier of the amount of GST that the Supplier is liable to pay on a Supply made or to be made under this Agreement is conclusive between the parties except in the case of an obvious error.

14 Confidentiality

14.1 Acknowledgment of confidentiality

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

14.2 Confidentiality obligation

(1) A party must not advertise or issue any information, publication, document or article (including photographs or film) for publication or media release or other publicity relating to the other party's Confidential Information without the prior written consent of the other party.

(2) A party must not, without the prior written consent of the other party:

(a) use Confidential Information of the other party other than as necessary for the performance of this Agreement; or

(b) other than as permitted under clause 14.3, disclose Confidential Information of the other party.

14.3 Permitted disclosure

(1) Subject to compliance with clauses 14.3(2) and 14.3(3), a party may disclose Confidential Information of the other party:

(a) to any financier in connection with the provision or potential provision of financial accommodation to that party or any Related Body Corporate of that party;

(b) if required by Law or the rules of any stock exchange or any Government Agency;

(c) as required or permitted by this Agreement;

(d) to a ratings agency;

(e) to its insurers, auditors, legal advisors or other advisors or consultants under a duty of confidence;

(f) in connection with the management and control of trains on the Network or the efficiency of the Network generally;

(g) to enable a party to perform its obligations under or in connection with this Agreement;

(h) in relation to the enforcement of its rights under or in connection with this Agreement;

(i) to its Related Bodies Corporate and its and their respective Personnel;

(j) to its Personnel to enable a party to perform its obligations under this Agreement or to make or defend any claim under this Agreement;

(k) in any proceeding arising out of or in connection with this Agreement; or

(l) with the prior written consent of the other party, which must not be unreasonable withheld.

(2) Even if a party is entitled to disclose Confidential Information of the other party without the prior written consent of the other party, the first party must:

(a) otherwise keep the Confidential Information confidential; and

(b) use reasonable endeavours to ensure that the recipient of the Confidential Information is made aware that the Confidential Information must remain confidential at all times in accordance with this clause 14.

(3) Before making any disclosure pursuant to clause 14(1)(b), a party must, if reasonably practicable and to the extent possible without breaching any Law or rules of any relevant stock exchange:

(a) give the other party details of the reasons for the disclosure and a copy of the information it proposes to disclose; and

(b) provide the other party with all assistance and co-operation which the other party considers reasonably necessary to minimise the extent or effect of the

disclosure, including by making such amendments (if any) as requested by the other party to the terms of the disclosure.

14.4 Survival

This clause 14 survives termination of this Agreement.

15 Miscellaneous

15.1 Governing Law

This Agreement is governed by the laws of Western Australia and the parties irrevocably submit to the exclusive jurisdiction of the courts of Western Australia.

15.2 Agents

Arc may appoint any person or persons to represent it in relation to this Agreement and any person so authorised by Arc may exercise the rights and powers of Arc under this Agreement provided that written notice of such appointment is given to the Licensee.

15.3 Severance

If any part of this Agreement or the application of that part to any person or circumstance is or becomes unenforceable, the other provisions of this Agreement are not affected but continue to be enforceable.

15.4 Cost of Complying with Obligations

Unless otherwise stated in this Agreement, the Licensee must pay the cost of performing or complying with every obligation of the Licensee under this Agreement.

15.5 Liability of Parties

The Licensee is liable for the acts and omissions of the Licensee's Personnel and other persons authorised by the Licensee (including without limitation members of the public) to enter onto or use the Licensed Area (including Corridor Land used for access), as if those acts or omissions were those of the Licensee.

15.6 Civil Liability Act

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

15.7 Variation

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

15.8 Entire understanding

This Agreement supersedes any prior agreement or understanding on anything connected with that subject matter.

15.9 Counterparts

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

16 Notices

16.1 Form and Address

(1) Any Notice, demand, invoice or claim (**Notice**) to be given under this Agreement:

(a) must be in legible writing and in English and must be addressed as follows, or as specified to the sender by a party by Notice:

(i) if to Arc:

Attention: Chief Executive Officer

Address: Level 3, 1 George Wiencke Drive, Perth Airport, Western Australia 6105

Email: thirdparty.projects@arcinfra.com

cc: legal@arcinfra.com

(ii) if to the User:

Attention: Kevin D'Alton

Address: 14 White Street, Brookton WA 6306

Email: kevin.dalton@brookton.wa.gov.au

(b) and may be given by:

(i) email, in which case the Notice is regarded as given by the sender and received by the addressee upon delivery, provided that no notice of rejection is received by the sender;

(ii) delivery in person, in which case the Notice is regarded as given by the sender and received by the addressee when delivered to the addressee; or

(iii) post, in which case the Notice is regarded as given by the sender and received by the addressee 2 Business Days from the date of postage;

but if the delivery or receipt is on a day which is not a Business Day or is after 4.00 pm (addressee's time) it is regarded as received at 9.00 am on the following Business Day; and

(c) can be relied upon by the addressee and the addressee is not liable to any other person for any consequences of that reliance if the addressee reasonably believes it to be genuine, correct and authorised by the sender.

Signing page

Executed as an agreement

Executed by
Arc Infrastructure Pty Ltd
ABN 42 094 721 301
in accordance with section 127 of the *Corporations Act 2001*

Signature of Director	Signature of Director/Company Secretary
Print Name	Print Name

The seal of the **Shire of Brookton**
ABN 74 164 408 055
was hereunto affixed in the presence of:

Signature of Chief Executive Officer	Signature of Shire President
Name of Chief Executive Officer	Name of Shire President

Schedule 1 Licence Details

Item 1 **Licensed Area**

The area of land delineated in red on the plan attached to this Agreement at Schedule 2 together with a right to pass over rail corridor land as necessary for the purpose of access to and from the land for the Permitted Use.

Item 2 **Term**

The period from the Commencement Date to the Expiry Date (inclusive).

Item 3 **Commencement Date**

The date on which the last party signs this Agreement.

Item 4 **Permitted Use**

The carrying out of the Works pursuant to the Construction Contract and includes the following:

The installation of a pedestrian footpath on approach to the existing pedestrian crossing on Line 31 at the 105.064 km mark as further described in the Rail Safety Management Plan attached at Schedule 4.

Schedule 2 Licensed Area Plan



Schedule 3 Schedule of Track Possessions

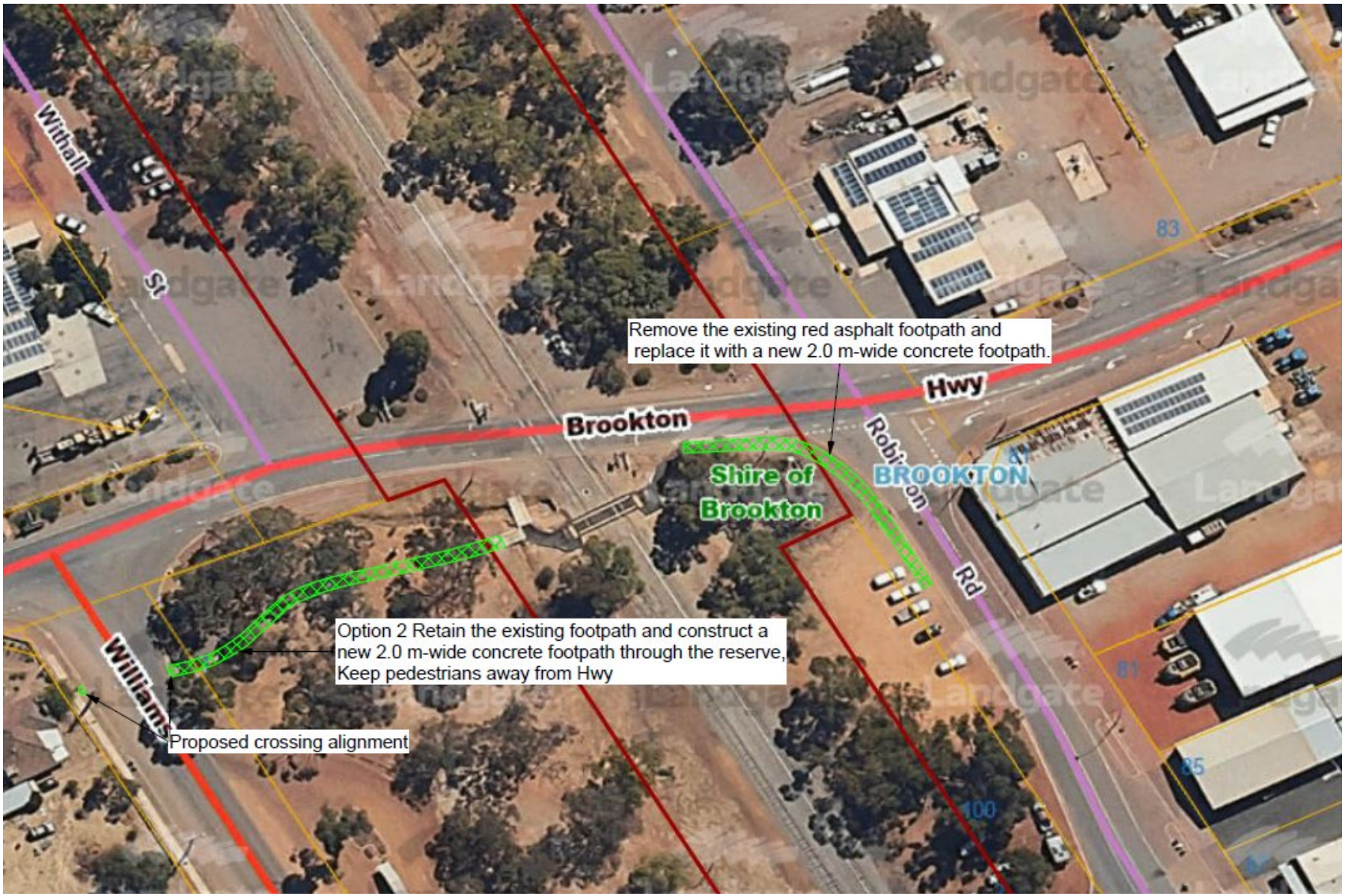
Not Used

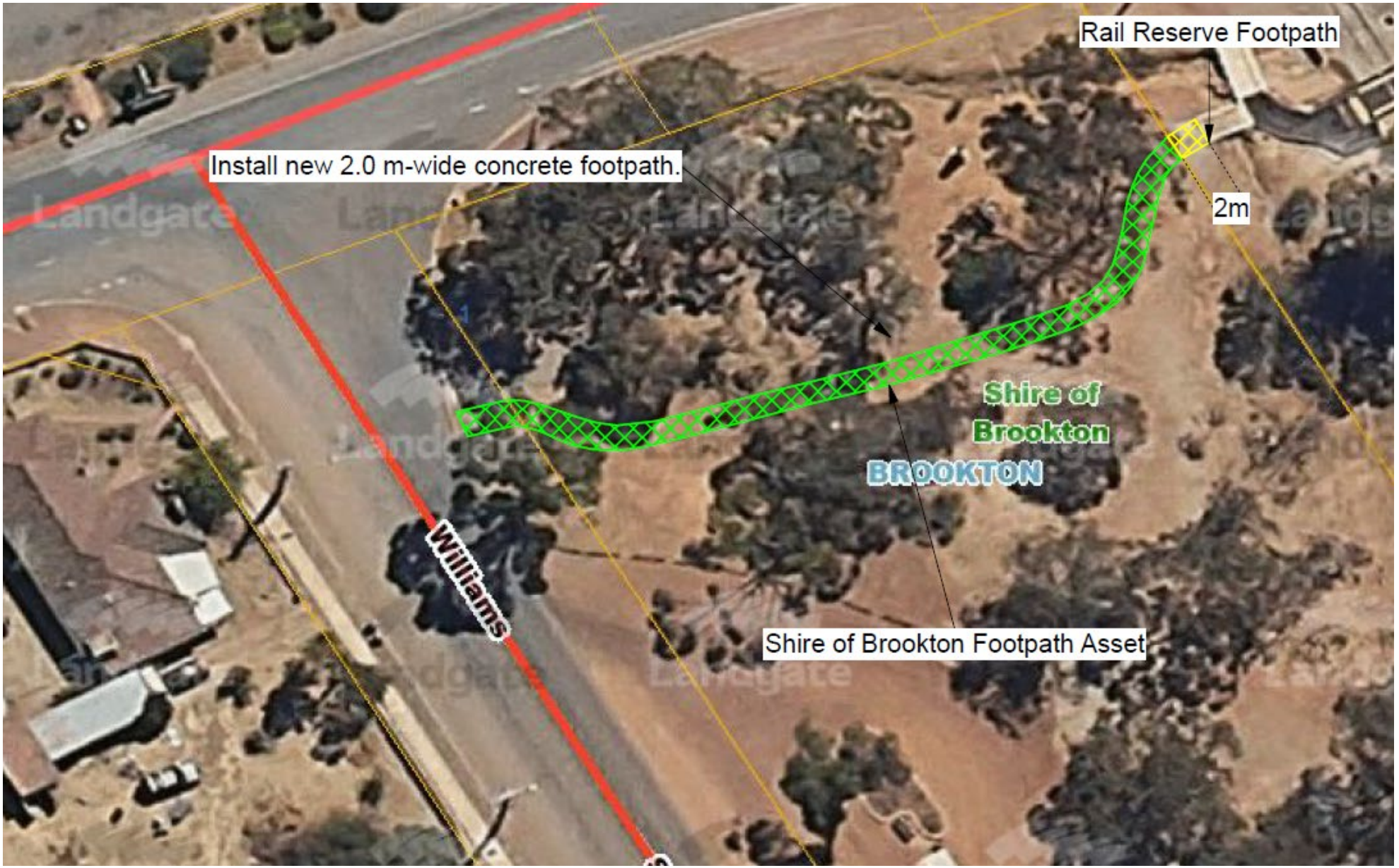
FOOTPATH CONSTRUCTION
ROBINSON RD, BROOKTON
RAIL SAFETY MANAGEMENT PLAN

	Date	Name	Title	Signature
Owner:	19.09.2026	Mark Roberts	Operations Manager	
Reviewer:	21.09.2026	Mark Roberts	Operations Manager	
Approver:				

Schedule 5 Technical Conditions

Not Used


Withall
St
Remove the existing red asphalt footpath and replace it with a new 2.0 m-wide concrete footpath.
Hwy
Brookton
Shire of Brookton
BROOKTON
Robinson
Rd
Option 2 Retain the existing footpath and construct a new 2.0 m-wide concrete footpath through the reserve, Keep pedestrians away from Hwy
William
Proposed crossing alignment


Rail Reserve Footpath
Install new 2.0 m-wide concrete footpath.
2m
Shire of
Brookton
BROOKTON
Williams
Shire of Brookton Footpath Asset


Hwy
Brookton
Shire of Brookton Footpath Asset
18m
Rail Reserve Footpath
BROOKTON
Robinson
Rd
Shire of
Brookton

15.10.26.03	PLACEMENT OF GROUNDWATER MONITORING BORES IN PIKE ROAD RESERVE - SOUTH 32
File No:	COR011
Date of Meeting:	16 June 2026
Location/Address:	Pike Road, Jelcobine
Name of Applicant:	South 32 Worsley Alumina
Name of Owner:	Shire of Brookton
Author/s:	Gary Sherry – Chief Executive Officer
Authorising Officer:	Gary Sherry – Chief Executive Officer
Declaration of Interest:	The author and authorising officer do not have an interest in this item
Voting Requirements:	Simple Majority
Previous Report:	N/A

Summary of Report:
Council is to consider a request from South 32 Worsley Alumina (South 32) to install, operate and maintain a monitoring bore and associated data logging equipment on the Pike Road road reserve.

Description of Proposal:
South32 has requested permission to install two groundwater monitoring bores within the Pike Road road reserve at Jelcobine.

The bores form part of South32's Regional Groundwater Monitoring Network, which extends across a number of local government areas. The monitoring program is proposed to commence in December 2026.

The purpose of the monitoring network is to establish information about existing groundwater levels and groundwater quality within the area. South32 has advised that the information will support planning and assessment associated with potential future mining operations within its extended mining areas.

The proposed drilling locations are within an area that has previously been disturbed. The works will nevertheless require a temporary operational area of approximately 20 metres by 20 metres and access for drilling machinery and other equipment.

The proposed works include:
- clearing or preparing an area of approximately 20 metres by 20 metres;
- drilling each bore to a depth of approximately 40 metres, with a bore diameter of up to approximately 250 mm;
- removing earth, soil, rock, stone and drilling fluids necessary to undertake the works;
- installing the monitoring bores and associated casing;
- constructing a temporary sump to collect water and drilling cuttings;
- accessing the site with vehicles, machinery and equipment;
- operating and maintaining the monitoring bores; and
- decommissioning the bores at the end of the agreement and rectifying any damage caused by the decommissioning works.

Two dead trees at the proposed site will require pruning or removal for safety reasons. Some shrubs along the eastern road verge may also be damaged by equipment parked or operating in the area.

The draft Access Agreement, included at Attachment 15.10.26.03A, provides appropriate controls around South32's use of the road reserve. In particular:

- either party may terminate the agreement by providing at least 30 days' written notice;
- South32 is responsible for maintenance of the bores;
- South32 personnel are required to contact the Shire before entering the site;
- South32 is responsible for repairing damage caused by construction of the bores to the satisfaction of the Chief Executive Officer;
- South32 is required to decommission the bores at the end of the agreement and rectify damage arising from the decommissioning works; and
- South32 is required to maintain appropriate public liability insurance.

South32 has advised that information collected from the monitoring bores will remain its property and will not be provided to the Shire.

The draft Access Agreement would provide the Shire with controls over South32's access to and use of the road reserve and requires South32 to undertake reinstatement and repair works where necessary.

Background:
South32 holds mineral leases for bauxite within the western portion of the Shire of Brookton. South32 has advised that the relevant area is not proposed to be mined in the near future, however they are undertaking preliminary investigation and monitoring activities.

The proposed monitoring bores are part of a broader groundwater monitoring program across several local government areas. The monitoring will provide South32 with information regarding groundwater levels and groundwater quality within the relevant area.

The proposed locations are within the Pike Road road reserve at Jelcobine. The proposed operational area is largely within an area that has already been disturbed.

Consultation:
South 32

Statutory Environment:
Local Government (Uniform Local Provisions) Regulations 1996 (WA)

Relevant Plans and Policy: Nil

Financial Implications:
There are no financial implications in regards to this matter.

Risk Assessment:
The principal risks to the Shire relate to potential damage to the road reserve, impacts on vegetation, public safety during drilling operations and the possibility of the site not being appropriately reinstated.

These risks are considered to be Low to Medium provided the works are undertaken in accordance with the proposed Access Agreement and appropriate site controls are implemented.

The agreement provides risk controls including:

- notification to the Shire before South32 personnel enter the site;
- responsibility for maintenance of the bores resting with South32;
- public liability insurance;
- South32 responsibility for repairing damage caused by the works; and
- a requirement for the site to be appropriately reinstated following decommissioning.

The residual risk is therefore considered acceptable.

Consequence / Likelihood	Insignificant	Minor	Moderate	Major	Extreme
Almost Certain	Medium	High	High	Severe	Severe
Likely	Low	Medium	High	High	Severe
Possible	Low	Medium	Medium	High	High
Unlikely	Low	Low	Medium	Medium	High
Rare	Low	Low	Low	Low	Medium

Risk Rating	Action
LOW	Monitor for continuous improvement.
MEDIUM	Comply with risk reduction measures to keep risk as low as reasonably practical.
HIGH	Review risk reduction and take additional measures to ensure risk is as low as reasonably achievable.
SEVERE	Unacceptable. Risk reduction measures must be implemented before proceeding.

Community & Strategic Objectives:

The proposal is generally consistent with the Shire of Brookton Strategic Community Plan 2022–2032 in relation to responsible management of the Shire's infrastructure and land assets and supporting appropriate economic and development activity within the Shire.

Comment:

The proposed monitoring bores are a relatively minor and temporary use of the Pike Road reserve. The proposed site has already been substantially disturbed and the works are not expected to materially affect the ongoing function of Pike Road.

Importantly, the proposed Access Agreement places responsibility for the works, maintenance, insurance, damage and eventual decommissioning of the bores with South32 Worsley Alumina.

The proposed works will require the pruning or removal of two dead trees for safety reasons and may result in some minor impact to shrubs along the eastern road verge. These impacts are considered manageable and should be addressed as part of the site preparation and reinstatement requirements.

The proposed arrangement also allows either party to terminate the authorisation by providing 30 days' written notice.

On balance, the proposal provides an appropriate basis for allowing South32 to undertake its groundwater monitoring activities while protecting Council's interests in the Pike Road reserve.

OFFICER'S RECOMMENDATION

That Council authorises:

1. South32 Worsley Alumina to access the Pike Road road reserve at Jelcobine and install, operate, maintain and subsequently decommission two groundwater monitoring bores, subject to the terms and conditions of the draft Access Agreement at Attachment 15.10.26.03A;

2. the Chief Executive Officer to agree to minor amendments to the draft Access Agreement at Attachment 15.10.26.03A prior to execution, provided that such amendments do not substantially alter the intent, purpose or material terms of the Agreement or change the outcome of Council's decision;

3. the Chief Executive Officer to administer the Access Agreement on behalf of the Shire, including approving reasonable arrangements for access, site management, reinstatement and repair of damage in accordance with the Agreement; and

4. the Shire President and Chief Executive Officer to sign and affix the Common Seal to the Access Agreement at Attachment 15.10.26.03A.

(Simple majority vote required)

OCM 10.26-05
COUNCIL RESOLUTION
Moved: Cr Crouch Seconded: Cr McCabe

That Council authorises:

1. ***South32 Worsley Alumina to access the Pike Road road reserve at Jelcobine and install, operate, maintain and subsequently decommission two groundwater monitoring bores, subject to the terms and conditions of the draft Access Agreement at Attachment 15.10.26.03A;***

2. ***the Chief Executive Officer to agree to minor amendments to the draft Access Agreement at Attachment 15.10.26.03A prior to execution, provided that such amendments do not substantially alter the intent, purpose or material terms of the Agreement or change the outcome of Council's decision;***

3. ***the Chief Executive Officer to administer the Access Agreement on behalf of the Shire, including approving reasonable arrangements for access, site management, reinstatement and repair of damage in accordance with the Agreement; and***

4. ***the Shire President and Chief Executive Officer to sign and affix the Common Seal to the Access Agreement at Attachment 15.10.26.03A.***

CARRIED BY SIMPLE MAJORITY VOTE 7/0

For: Cr Wallis, Cr McCabe, Cr Andretta, Cr Crouch, Cr Copping, Cr Harben, Cr Toop
Against: Nil

Attachments

Attachment 15.10.26.03A – Draft Access Agreement

South32 Worsley Alumina Pty Ltd
Gastaldo Road, Allanson WA 6225

T +61 8 9734 8311

south32.net

C/- South32 Land & Tenure
PO Box Z5184, St Georges Terrace
Perth WA 6831

T +61 8 9324 9999

8 October 2026

Gary Sherry
Chief Executive Officer
Shire of Brookton
14 White Street
Brookton WA 6306

CONFIDENTIAL

Dear Gary

Authority to access and use Land for the purpose of groundwater monitoring bores

We write to you on behalf of South32 Worsley Alumina Pty Ltd ("**Worsley Alumina**"), the agent and manager for South32 Aluminium (RAA) Pty Ltd (ACN 095 831 119), South32 Aluminium (Worsley) Pty Ltd (ACN 088 336 921), Japan Alumina Associates (Australia) Pty Ltd (ACN 008 907 524) and Sojitz Alumina Pty Ltd (ACN 009 309 344) (referred to collectively in this letter as the "**Worsley Joint Venturers**").

The purpose of this letter is to seek authorisation, permission, consent and approval from the Shire of Brookton to install, operate and maintain two bores and associated data logging equipment ("**Bores**") on the Pike Road Reserve as further described in Annexure A ("**Land"**), and associated matters.

The data collected from the Bores is required by Worsley Alumina as part of its Regional Groundwater Monitoring Network, to support planning for potential future mining operations within the Extended Mining Areas. The installation of this network will assist Worsley Alumina to understand the current groundwater levels and groundwater quality throughout the relevant area.

The authorisation, permission, consent and approval is sought from the Shire of Brookton for the period from the date of execution of this letter by both parties until either Worsley Alumina or the Shire of Brookton gives at least 30 days' written notice to the other that it wishes to cancel or terminate this authorisation, permission, consent and approval ("**Term**") and on the terms set out below.

1. Worsley Alumina requests authorisation, permission, consent and approval from the Shire of Brookton to:

    (a) undertake works on the Land to construct and install the Bores during the Term, which will include the following:

        (i) clearing an area of approximately 20m by 20m;

Registered Office: Gastaldo Road Allanson Western Australia 6225 Australia

ABN 58 008 905 155 Registered in Australia

South32 Worsley Alumina Pty Ltd, as manager of the Worsley Joint Venture, acts as agent for and on behalf of the South32 Aluminium (RAA) Pty Ltd (ACN 095 831 119), (56%), South32 Aluminium (Worsley) Pty Ltd (ACN 088 336 921), (30%), Japan Alumina Associates (Australia) Pty Ltd (ACN 008 907 524) (10%) and Sojitz Alumina Pty Ltd (ACN 009 309 344) (4%) (the "Worsley Joint Venturers"). Liability of the Worsley Joint Venturers is several in proportion to their respective participating interests held from time to time in the Worsley Joint Venture (which as at the date of this letter are as set out in this paragraph).

(ii) drilling at the agreed location on the Land to a depth of approximately 40 metres and width of up to approximately 250mm;

(iii) removing from the Land any earth, soil, rock, stone or fluid necessary to construct and install the Bores;

(iv) installing the Bores and associated casing in the drilled location;

(v) constructing a sump to collect any water and cuttings arising during the drilling process; and

(vi) other activities ancillary to the activities described in paragraphs (1)(a)(i) to (1)(a)(v);

(b) use the Land, and access the Land from time to time during the Term with vehicles, machinery and equipment, for the purposes of constructing, installing, operating, maintaining and decommissioning the Bores and ancillary activities including the collection of information from the Bores; and

(c) at the end of the Term, decommission the Bores on the Land and rectify any damage to the Land arising from the decommissioning of the Bores,

on the terms set out in this letter.

2. Before entering the Land for any of the purposes described in paragraph 1 of this letter, Worsley Alumina's personnel will contact the Shire of Brookton to inform them of their intention to enter the Land.

3. Worsley Alumina will be responsible for any maintenance required in respect of the Bores.

4. All and any information collected and recorded by or on behalf of Worsley Alumina from the Bores is the property of Worsley Alumina.

5. Worsley Alumina will, if requested by the Shire of Brookton and if such information is available to Worsley Alumina at the relevant time, provide the Shire of Brookton with a drilling log (in pdf form) following completion of construction and installation of the Bores and monitoring data collected from the Bores (raw data in excel or annual summary report in pdf as determined by Worsley Alumina), provided that:

   (a) Worsley Alumina is not required to provide monitoring data to the Shire of Brookton more than once each quarter of the Term and may elect to provide this data on an annual basis only; and

   (b) such information is provided to the Shire of Brookton for information purposes only, and Worsley Alumina is not liable to the Shire of Brookton for any inaccuracy in or incompleteness of such information.

6. Worsley Alumina holds a public liability insurance policy with [insert], evidence of which is provided in Annexure B. Worsley Alumina requests the Shire of Brookton's approval to this policy in accordance with regulation 17(8) of the *Local Government (Uniform Local Provisions) Regulations 1996* (WA).

7. Worsley Alumina understands that the construction, installation, operation, maintenance and decommissioning of the Bores will be subject to the *Local Government (Uniform Local Provisions) Regulations 1996* (WA), including regulation 17(6), which requires Worsley Alumina to repair any damage to the Land resulting from the construction of the Bores on the Land to the satisfaction of the Chief Executive Officer of the Shire of Brookton.

8. For the purposes of this letter, "Worsley Alumina's personnel" means its directors, officers, employees, agents, invitees, subcontractors and includes any related body corporate of Worsley Alumina or a Worsley Joint Venturer and any director, officer, employee, agent or invitee of any agent, invitee, subcontractor or related body corporate of Worsley Alumina or a Worsley Joint Venturer.

Please indicate the Shire of Brookton's authorisation, permission, consent and approval to the matters set out in this letter by signing where indicated below and returning the signed copy to Worsley Alumina at the above address. Please do not hesitate to contact Silver Kenny on +61 428 926 066 if you wish to discuss this letter.

Yours sincerely

Trever Stockil
General Manager – Mine & Materials
South32 Worsley Alumina Pty Ltd

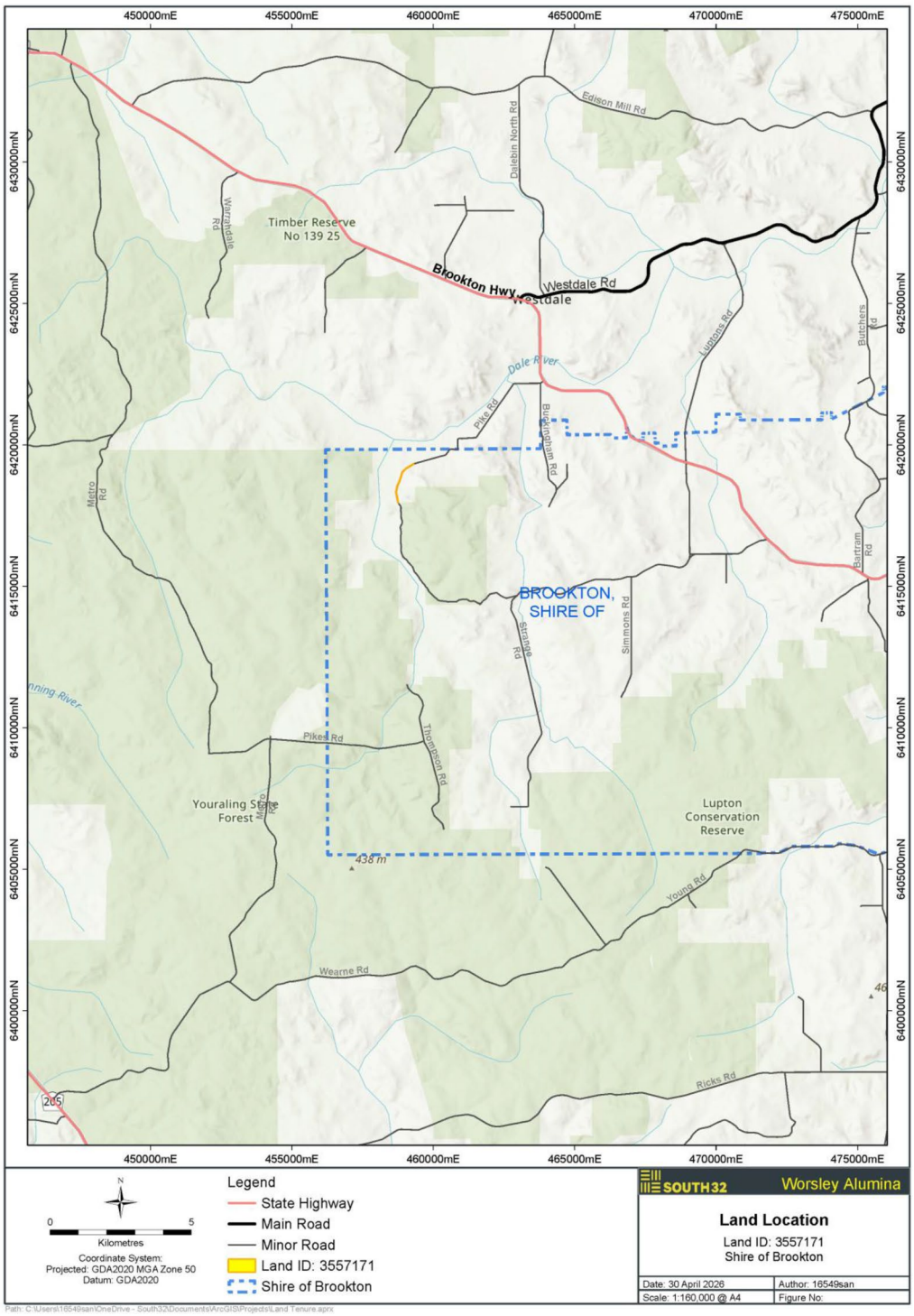
SIGNED by **SOUTH32 WORSLEY ALUMINA PTY LTD** ABN 54 008 905 155 as agent by its duly authorised attorney in the presence of:	)	
.....	)	
Signature of Attorney	)	.....
	)	Signature of Witness
.....		
Name of Attorney (block letters)		
		.....
		Name of Witness (block letters)
Date _____		

The Shire of Brookton hereby authorises, permits, consents to and approves the matters set out in this letter.

THE COMMON SEAL OF THE SHIRE OF BROOKTON is affixed by authority of the Council in the presence of:	)
.....	)
Shire President	)
.....	)
Chief Executive Officer	)
.....	
Date	

Annexure A – Land and Map

Land Details: A portion of Pike Road identified as Land ID 3557171.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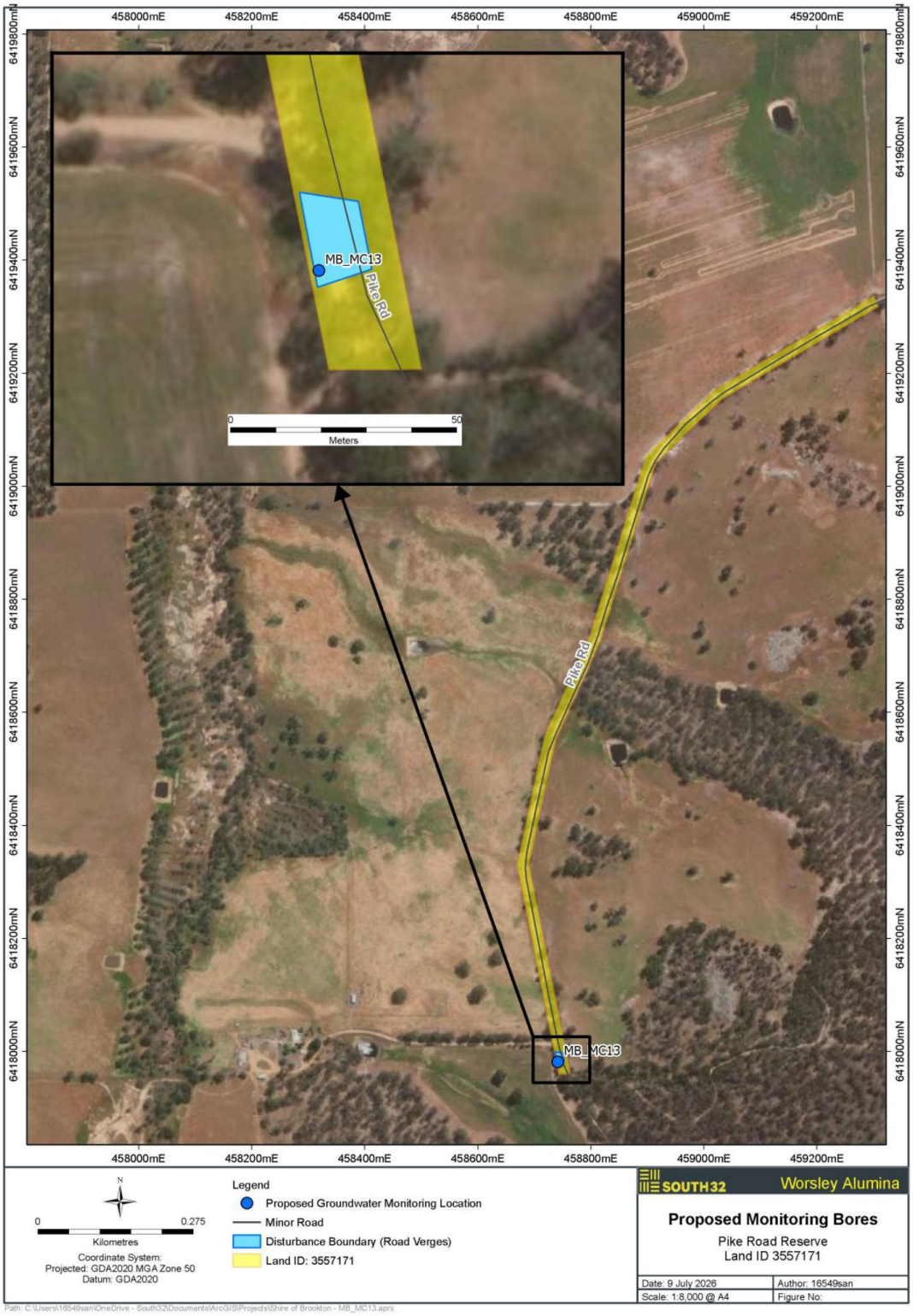
Edison Mill Rd
Dalebin North Rd
Warrahdale Rd
Timber Reserve No 139 25
Brookton Hwy
Westdale Rd
Westdale
Dale River
Pike Rd
Buckingham Rd
Luptons Rd
Butchers Rd
Metro Rd
Bartram Rd
BROOKTON, SHIRE OF
Strange Rd
Simmons Rd
Pikes Rd
Thompson Rd
Youraling State Forest
Lupton Conservation Reserve
438 m
Young Rd
Wearne Rd
Ricks Rd
205
Legend
State Highway
Main Road
Minor Road
Land ID: 3557171
Shire of Brookton
0
5
Kilometres
Coordinate System:
Projected: GDA2020 MGA Zone 50
Datum: GDA2020
SOUTH32
Worsley Alumina
Land Location
Land ID: 3557171
Shire of Brookton
Date: 30 April 2026
Author: 16549san
Scale: 1:160,000 @ A4
Figure No: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6419000mN
6418800mN
6418600mN
6418400mN
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MB_MC13
Pike Rd
0
50
Meters
Pike Rd
MB_MC13
N
0
0.275
Kilometres
Coordinate System:
Projected: GDA2020 MGA Zone 50
Datum: GDA2020
Legend
Proposed Groundwater Monitoring Location
Minor Road
Disturbance Boundary (Road Verges)
Land ID: 3557171
SOUTH32
Worsley Alumina
Proposed Monitoring Bores
Pike Road Reserve
Land ID 3557171
Date: 9 July 2026
Author: 16549san
Scale: 1:8,000 @ A4
Figure No:

Annexure B – Confirmation of Insurance

INSERT CONFIRMATION

13.10.26 COMMUNITY SERVICES REPORTS

Nil.

14.10.26 CORPORATE SERVICES REPORTS

14.10.26.01 LIST OF PAYMENTS – SEPTEMBER 2026

File No:	N/A
Date of Meeting:	15 October 2026
Location/Address:	14 White Street, Brookton
Name of Applicant:	Shire of Brookton
Name of Owner:	Shire of Brookton
Author/s:	Katie Rigg – Finance Officer Creditors
Authorising Officer:	Stuart Billingham – Manager Corporate and Community
Declaration of Interest:	The author and authorising officer do not have an interest in this item
Voting Requirements:	Simple Majority
Previous Report:	24 September 2026

Summary of Report:
The purpose of this report is to present the list of payments for the month of August 2026, as required under the *Local Government (Financial Management) Regulations 1996*.

Description of Proposal:
The accounts paid under Delegation 1.1, Power to Make Payments, are included within Attachment 14.10.26.01A.

A detailed transaction listing of credit card expenditure paid for the period ended 30 September 2026 is contained within Attachment 14.10.26.01B.

A detailed transaction listing of purchasing expenditure paid for the period ended 30 September 2026 is contained within Attachment 14.10.26.01C.

Background:
In accordance with *Local Government (Financial Management) Regulations 1996 Clause 13 (1)* schedules of all payments made through Council's bank accounts are presented to Council for inspection.

Consultation:
There has been no consultation on this matter.

Statutory Environment:
Regulation 13 of the *Local Government (Financial Management) Regulations 1996* states:

13. Payments from municipal fund or trust fund by CEO, CEO's duties as to etc.

(1) If the local government has delegated to the CEO the exercise of its power to make payments from the municipal fund or the trust fund, a list of accounts paid by the CEO is to be prepared each month showing for each account paid since the last such list was prepared —

(a) the payee's name; and
(b) the amount of the payment; and
(c) the date of the payment; and
(d) sufficient information to identify the transaction.

(2) A list of accounts for approval to be paid is to be prepared each month showing —

(a) for each account which requires council authorisation in that month —

(i) the payee's name; and

(ii) the amount of the payment; and

(iii) sufficient information to identify the transaction; and

(b) the date *of the meeting of the council to which the list is to be presented.*

(3) A list prepared under sub-regulation (1) or (2) is to be —

(a) *presented to the council at the next ordinary meeting of the council after the list is prepared; and*

(b) recorded in the minutes of that meeting.

13A. Payments by employees via purchasing cards

(1) If a local government has authorised an employee to use a credit, debit or other purchasing card, a list of payments made using the card must be prepared each month showing the following for each payment made since the last such list was prepared —

(a) the payee's name;

(b) the amount of the payment;

(c) the date of the payment;

(d) sufficient information to identify the payment.

(2) A list prepared under subregulation (1) must be —

(a) presented to the council at the next ordinary meeting of the council after the list is prepared; and

(b) recorded in the minutes of that meeting.

Local Government (Administration) Regulations 1996

13. Publication of unconfirmed minutes of meetings (Act s. 5.25(1)(i))

(1) The CEO must publish on the local government's official website —

(a) the unconfirmed minutes of each council and committee meeting that is open to members of the public;

Relevant Plans and Policy:

Policy 2.15 Procurement.

Financial Implications:

No financial implications have been identified at the time of preparing this report.

Risk Assessment:

The risk in relation to this matter is assessed as 'Medium' on the basis that if Council does not accept the payments. The risk identified would be failure to fulfil statutory regulations or compliance requirements. Shire Officer's provide a full detailed listing of payments made in a timely manner.

Consequence / Likelihood	Insignificant	Minor	Moderate	Major	Extreme
Almost Certain	Medium	High	High	Severe	Severe
Likely	Low	Medium	High	High	Severe
Possible	Low	Medium	Medium	High	High
Unlikely	Low	Low	Medium	Medium	High
Rare	Low	Low	Low	Low	Medium

Risk Rating	Action
LOW	Monitor for continuous improvement.
MEDIUM	Comply with risk reduction measures to keep risk as low as reasonably practical.
HIGH	Review risk reduction and take additional measures to ensure risk is as low as reasonably achievable.
SEVERE	Unacceptable. Risk reduction measures must be implemented before proceeding.

Community & Strategic Objectives:
This report relates to delivery of core business and services detailed in the Shire of Brookton Corporate Compendium – June 2032, duly appended to the BROOKTON Corporate Business Plan July 2022 to June 2032.

Comment:
Council has delegated, to the Chief Executive Officer, the exercise of its power to make payments from the Shire's Municipal and Trust funds. In accordance with Regulation 13 of the *Local Government (Financial Management) Regulations 1996*, a list of accounts paid is to be provided to Council, where such delegation is made.

OFFICER'S RECOMMENDATION

That Council receive:

1. the list of accounts, totalling $923,193.96 paid under delegated authority in accordance with Regulation 13(1) of the Local Government (Financial Management) Regulations 1996 for the month of September 2026, as contained within Attachment 14.10.26.01A;

2. the list of credit card transactions, totalling $1,350.90 paid in September 2026, as contained within Attachment 14.10.26.01B; and

3. the list of purchasing card transactions, totalling $8,111.14 paid in September 2026, as contained within Attachment 14.10.26.01C.

(Simple majority vote required)

OCM 10.26-06

COUNCIL RESOLUTION

Moved: Cr McCabe Seconded: Cr Andretta

That Council receive:

1. ***the list of accounts, totalling $923,193.96 paid under delegated authority in accordance with Regulation 13(1) of the Local Government (Financial Management) Regulations 1996 for the month of September 2026, as contained within Attachment 14.10.26.01A;***

2. ***the list of credit card transactions, totalling $1,350.90 paid in September 2026, as contained within Attachment 14.10.26.01B; and***

3. ***the list of purchasing card transactions, totalling $8,111.14 paid in September 2026, as contained within Attachment 14.10.26.01C.***

CARRIED BY SIMPLE MAJORITY VOTE 7/0

For: Cr Wallis, Cr McCabe, Cr Andretta, Cr Crouch, Cr Copping, Cr Harben, Cr Toop
Against: Nil

Attachments

Attachment 14.10.26.01A – List of accounts paid.
Attachment 14.10.26.01B – Credit card transactions.
Attachment 14.10.26.01C – Fuel card transactions.

List of Payments Paid in September 2026

Chq/EFT	Date	Name	Description	Amount
EFT18700	10/09/2026	AC ELECTRICS WA	OFFICE MALE TOILETS LIGHT REPLACEMENT AUGUST 26 ADMIOP	$616.00
EFT18701	10/09/2026	ADRIAN CAMPION	CARAVAN PARK REFUND REQUEST #16684455 1X NIGHT POWDERBARK CHALET 25.09.26	$157.50
EFT18702	10/09/2026	AFGRI EQUIPMENT AUSTRALIA PTY LTD	2 X JD AT324486 FLOODLAMP, 2 X HEADLAMP GUARDS PG8 JULY 26	$1,025.13
EFT18703	10/09/2026	ALLINGTON AGRI	WINTER SPRAYING PROGRAM AUGUST 26	$26,300.00
EFT18704	10/09/2026	ALLMARK & ASSOCIATES PTY LTD	HONOUR BOARD NAME PLATES & DESK NAME PLARES JULY 26	$175.45
EFT18705	10/09/2026	ARRB GROUP LTD	LEVEL 1 & 2 BRIDGE INSPECTION ACCREDITATION AUGUST 26 MIW, TIO	$8,995.00
EFT18706	10/09/2026	ATKINS MECHANICAL SERVICE	BRAKES AUGUST 26 PT15, REPAIR HYDRAULIC HOSE O RING LEAK AUGUST 26 PL7, REPLACE FAILING BATTERY AUGUST PCB1, REPAIR WHIPPER SNIPPER AUGUST 26 PM3	$2,674.50
EFT18707	10/09/2026	AUSTRALIA POST	MONTHLY POSTAGE JULY 26 ADMIN, BCRC	$217.68
EFT18708	10/09/2026	AUSTRALIAN NATIONAL CHARACTER CHECK	POLICE CLEARANCE CESM AUGUST 26	$53.00
EFT18709	10/09/2026	AVON VALLEY TOYOTA	15000KM CAPPED PRICE SERVICE SEPTEMBER 26 PAV9	$554.80
EFT18710	10/09/2026	B & N EYRE BROOKTON NEWSAGENCY	STATIONERY ORDER JULY 26 FILE DIVIDERS, FINAL NOTICE STICKERS, LAMINATING POUCHES, SHEET PROTECTORS, POST IT NOTES	$95.75
EFT18711	10/09/2026	BOB WADDELL & ASSOCIATES PTY LTD	ASSISTANCE PROVIDED JULY 26 EOY ASSETS 7.75HRS, ROU ASSETS 0.50HRS, ANNUAL BUDGET 1HRS, ASSISTANCE PROVIDED SEPTEMBER 26 BRIDGE FUNDING QUERY 1.25HRS, ASSISTANCE PROVIDED AUGUST 26 JULY FUEL ALLOCATIONS & BAS 2.50HRS, CREDIT LOSS CALCULATIONS 1.75HRS, ASSISTANCE PROVIDED AUGUST 26, 25/26-CONTRACT LIABILITIES 0.50HRS, 26/27 STATUTORY BUDGET 0.50HRS, JULY MONTHLY FINANCIALS 4.25HRS, TPAR	$3,872.00

Chq/EFT	Date	Name	Description	Amount
EFT18712	10/09/2026	BOC GASES	MONTHLY SERVICE CHARGES AUGUST 26 OXYGEN INDUST G SIZE, DISSOLVED ACETYLENE E SIZE, ARGOSHIELD UNIVERSAL E2 SIZE, OXYGEN MEDICAL C SIZE	$59.93
EFT18713	10/09/2026	BOHAN (WA) PTY LTD T/A VINES MEDICAL PRACTICE	REFUND REQUEST BULK BIN PAYMENT AUGUST 26	$155.00
EFT18714	10/09/2026	BOOKEASY AUSTRALIA PTY LTD	CARAVAN PARK ONLINE BOOKING SYSTEM MONTHLY FEE AUGUST 26	$242.00
EFT18715	10/09/2026	BROOKTON HISTORICAL SOCIETY	ANNUAL MAINTENANCE CONTRIBUTION TOWARDS BROOKTON HISTORICAL SOCIETY FOR 26/27 FY AS PER LEASE AGREEMENT MUSEOP	$2,501.79
EFT18716	10/09/2026	BROOKTON PINGELLY FOOTBALL CLUB	OCM 08.26-02 REFUND OF PARTIAL COMMUNITY CONTRIBUTION DUE TO LIGHTING ISSUES AUGUST 26	$500.00
EFT18717	10/09/2026	BROOKTON PLUMBING	MAINTENANCE MAIN LINE - REPAIR LEAKING/RUSTED PIPE AUGUST 26, REPLACED FAULTY TAPS TO VANITY SEPTEMBER U2MSOP, REPLACED CISTERN SEPTEMBER 26 RRTLOP, DECOMMISSION TOILETS AT COMMUNITY GARDEN AUGUST 26, PUMP OUT DUMP PIT AUGUST 26 CARAOP, HOT WATER SERVICE REPLACEMENT AUGUST 26 U540WS	$6,713.75
EFT18718	10/09/2026	BRYCE DOUGLAS POVEY	PURCHASE 4500M3 GRAVEL SEPTEMBER 26 WILLR2R	$12,375.00
EFT18719	10/09/2026	BUDO GROUP PTY LTD	BROOKTON RAILWAY STATION REFURBISHMENT CLAIM #7 AUGUST 26	$212,894.58
EFT18720	10/09/2026	CEMETERIES & CREMATORIA ASSOCIATION OF WA INC	ANNUAL MEMBERSHIP 2026/27	$130.00
EFT18721	10/09/2026	CHARITY GISBORNE T/A CK KREATIONS	REPLACE ADMIN & WHITE GOODS SIGNS AUGUST 26	$564.00
EFT18722	10/09/2026	CHILD SUPPORT AGENCY EMPLOYER SERVICES	PAYROLL DEDUCTIONS	$584.08
EFT18723	10/09/2026	DARRY'S PLUMBING & GAS PTY LTD	ATU 3 MONTHLY SERVICE JULY 26 RRTLOP, CARAOP	$720.00

Chq/EFT	Date	Name	Description	Amount
EFT18724	10/09/2026	DELTA AGRIBUSINESS WA- BROOKTON RURAL TRADERS	PLATFORM LADDERS FOR BMO JULY 26, MONTHLY PURCHASES JULY 26 SURFACE SPRAY, CONCRETE, GARBAGE BAGS 55L, PORTABLE TOILET SANITISER, DOOR STOPS, CABLE TIES, GLOBES, MOUSE TRAPS, CARBIDE, BIN LINER 240L, GLOVES, SCREWDRIVERS, DOOR LOCKS, SPONGES, BATTERIES, KEYBOARD, DUSTPANS, DRILL BITS, CLAMP, GREASE COUPLER, CRAFT WORKSHOP 31.07.26 BCRC, DOOR LOCK JULY 26 CARAOP, REPLACE FAULTY DOOR LOCK JULY 26 U333WS, GLYPHOSATE JULY 26 TOWN SPRAYING, PURCHASE 4 X GLYPHOSATE 20LT JULY 26 CEMEOP, GLYPHOSATE 20LT JULY 26 TOWNOP,	$5,027.25
EFT18725	10/09/2026	DENTAL HEALTH SERVICES	CARAVAN PARK REFUND REQUEST VARIOUS BOOKINGS SEPTEMBER - OCTOBER 26	$7,851.00
EFT18726	10/09/2026	DEPARTMENT OF LOCAL GOVERNMENT, INDUSTRY REGULATION & SAFTEY	BUILDING SERVICES LEVY PAYMENT JULY 26 4X LEVIES COLLECTED A203, A899, A155, A876.	$1,416.99
EFT18727	10/09/2026	DFES	2026/27 ESL QUARTER 1 CONTRIBUTION	$25,597.85
EFT18728	10/09/2026	EDGE PLANNING & PROPERTY	PLANNING SERVICES JULY 26 7.75HRS	$1,317.11
EFT18729	10/09/2026	ELECTRON ENERGY PTY LTD	OVAL LIGHTING WORKS DEPOSIT PAYMENT SEPTEMBER 26, 42 LENNARD STREET COMPLIANCE WORKS FOR AUCTION - RCD'S, POWER BOARDS, SMOKE ALARMS AUGUST 26, REPLACE FAULTY POWER POINTS IN KITCHEN SEPTEMBER 26 U2MSOP, U3MSOP	$12,186.48
EFT18730	10/09/2026	FUEL DISTRIBUTORS OF WA	5000L DIESEL AUGUST 26	$12,065.25
EFT18731	10/09/2026	GLOBAL SEALING SERVICES	CARAVAN PARK REFUND REQUEST VARIOUS CHALETS SEPTEMBER 26	$1,141.00
EFT18732	10/09/2026	GREAT SOUTHERN FUEL SUPPLIES	MONTHLY FUEL PURCHASES JUNE 26, JULY 26 MIW, MCC, CEO, CESM	$4,205.99
EFT18733	10/09/2026	GREAT SOUTHERN SUPPLIES T/AS G&M DETERGENTS	CLEANING SUPPLIES MONTHLY ORDER AUGUST 26 WBOP, RRTLOP, CARAOP, DEPOOP, ADMIOP	$319.52
EFT18734	10/09/2026	GREAT SOUTHERN WASTE DISPOSAL	25.06.26 - 30.07.26 DOMESTIC RUBBISH COLLECTION 452 HOUSEHOLDS X 5 WEEKS = 2260, RECYCLING COLLECTION 336 HOUSEHOLDS X 2 WEEKS = 672, 12X BINS OF WASTE, 1X TRAILER BIN OF WASTE, 12X BINS OF CARBOARD	$8,499.04

Chq/EFT	Date	Name	Description	Amount
EFT18735	10/09/2026	HARRIYANDLE FAMILY TRUST	ENGINEERING ADVICE AUGUST 26, DRAINAGE REVIEW, JAENSCH BRIDGE, KOORRNONG ROAD, COPPING ROAD, 2X SITE VISITS, ENGINEERING ADVICE, BROOKTON DRAINAGE REPORT REVIEW, SITE VISIT JULY 26	$8,789.00
EFT18736	10/09/2026	J&A BUILDING T/A FAIR DINKUM BUILDS AVON VALLEY	SUPPLY & INSTALL SHELTER AT CEMETERY AS PER DESIGN SPECIFICATIONS - DEPOSIT INVOICE SEPTEMBER 26	$4,430.67
EFT18737	10/09/2026	JTAGZ	DOG REGISTRATION TAGS & FREIGHT JULY 26	$156.75
EFT18738	10/09/2026	KWIK KOPY CANNING VALE - INNOVATIVE PRINT AND DESIGN PTY LTD	2X BOXES DL ENVELOPES WITH LOGO, 2X BOXES DLX ENVELOPES WITH LOGO JULY 26	$830.74
EFT18739	10/09/2026	LANDGATE (DOLA)	MINING TENEMENTS INTERIM BALUATIONS SCHEDULE M2026/3 01.04.26 - 16.07.26	$19.10
EFT18740	10/09/2026	LG BEST PRACTICES	RATES BILLING AUGUST 26, LOCAL LAWS AGENDA ITEMS & GAZETTAL WORKS AUGUST 26	$3,712.50
EFT18741	10/09/2026	LGIS INSURANCE BROKING	INSURANCE RENEWAL MARINE CARGO 2026/27	$346.50
EFT18742	10/09/2026	LOCAL GOVERNMENT PROFESSIONALS AUSTRALIA WA	MEMBERSHIP SUBSCRIPTION 2026-27 MCC	$560.00
EFT18743	10/09/2026	MARKETFORCE	ADVERTISING AQUATIC CENTRE MANAGEMENT TENDERS 04.07.26	$1,117.81
EFT18744	10/09/2026	MCPEST PEST CONTROL	ANNUAL TERMITE INSPECTIONS AUGUST 26	$2,783.00
EFT18745	10/09/2026	NOURISH BROOKTON	ADMIN MONTHLY PURCHASES JULY 26 STAFF REFRESHMENTS, COUNCIL REFRESHMENTS, DISHWASHER TABLETS, SERVIETTES, CLEANING SUPPLIES WBEVA & MHALL, BCRC MONTHLY PURCHASES JULY 26 CLEANING SUPPLIES, NAIDOC WEEK SUPPLIES, STAFF REFRESHMENTS, TOILET PAPER, CUSTOMER REFRESHMENTS, PJ DAY SUPPLIES, WELCOME MAT WORKSHOP SUPPLIES, ARTS AND CRAFT SUPPLIES - SENSORY JAR MAKING JULY 26, DEPOT MONTHLY PURCHASES JULY 26 STAFF REFRESHMENTS, KEYS CUT	$658.92
EFT18746	10/09/2026	OFFICEWORKS BUSINESS DIRECT	MONTHLY STATIONERY ORDER AUGUST 26 MANILLA FOLDERS, MOUSE PAD, TAPE, DESK SCREEN	$232.20
EFT18747	10/09/2026	PINGELLY COMMUNITY RESOURCE CENTRE INC	2 X TICKETS STAYING IN PLACE EXPO JULY 26 CR ANDRETTA, CR TOOP	$200.00
EFT18748	10/09/2026	PINGELLY TIMES	PLANT OPERATOR / GENERAL HAND ADVERTISING 05.08.26	$40.00
EFT18749	10/09/2026	QUALITY PRESS	BROCHURE & TIP PASSES FOR RATES MAILOUT AUGUST 26	$899.86

Chq/EFT	Date	Name	Description	Amount
EFT18750	10/09/2026	RUSHMORE HOLDINGS PTY LTD	CARTAGE OF STEELE DRUM ROLLER FROM DEPOT TO SOUTH DALE ROAD	$495.00
EFT18751	10/09/2026	SHIRE OF BROOKTON	PAYROLL DEDUCTIONS	$4,400.00
EFT18752	10/09/2026	SHIRE OF QUAIRADING	LONG SERVICE LEAVE ENTITLEMENT PAYMENT FOR TRICIA BROWN AUGUST 26	$3,203.00
EFT18753	10/09/2026	ST JOHN AMBULANCE WESTERN AUSTRALIA LTD	CLINELL SURFACE WIPES AUGUST 26 GYMOP	$264.00
EFT18754	10/09/2026	STAR TRACK EXPRESS	DELIVERY & RETURN 1CTN TO WESTATE EMBROIDERY JULY 26	$12.36
EFT18755	10/09/2026	STATE LIBRARY OF WA	BETTER BEGINNINGS PACK 26/27	$40.17
EFT18756	10/09/2026	STEPHEN CARRICK ARCHITECTS PTY LTD AS TRUSTEE FOR THE S&S CARRICK FAMILY TRUST	QUANTITY SURVEYOR LESSER HALL & KITCHEN - QUANTITY SURVEYOR AGRICULTURAL HALL, FOYER, AMENITIES & ACCESSIBILITY WORKS AUGUST 26 BCRC RELOCATION	$4,180.00
EFT18757	10/09/2026	STUART BILLINGHAM	REIMBURSEMENT OF PARKING AT PALISADE CORPORATE LAW VISIT MCC 19.08.26	$10.18
EFT18758	10/09/2026	STUMPYS GATEWAY ROADHOUSE	WORKS MONTHLY FUEL PURCHASES JULY 26 PT16X5, PU42X2, PU40X3	$1,213.53
EFT18759	10/09/2026	TEEDE'S AUTO ELECTRICS	INSTALL RELAY IN RADIO JULY 26 PU40	$90.00
EFT18760	10/09/2026	THE FACTORY AUST.PTY.LTD	FINAL PAYMENT HIRE TO PURCHASE 3M XMAS TREE AUGUST 26	$3,300.00
EFT18761	10/09/2026	THE LOCK MAN SECURITY	REPLACE FAULTY ENTRY X 2 SET KEYED SAME AUGUST 26 U233WS	$262.00
EFT18762	10/09/2026	TUTT BRYANT EQUIPMENT	250HR SERVICE & INSPECTION INCLUDING PARTS PE01 JULY 26	$969.30
EFT18763	10/09/2026	TYREPOWER LTD	REPLACE DAMAGED TYRE TO GRADER JULY 26 PG8	$4,171.86
EFT18764	10/09/2026	UNIQUE STROKES WA	INTERIOR PAINTING THROUGHOUT SEPTEMBER 26 U233WS	$7,140.00
EFT18765	10/09/2026	WA CONTRACT RANGER SERVICES	RANGER SERVICES 4.25HRS 27.08.26 & 4HRS 02.09.26, RANGER SERVICES 10.08.26 3HRS, 18.08.26 3HRS	$1,744.32
EFT18766	10/09/2026	WA HINO SALES & SERVICES	INVESTIGATE & CORRECT FUEL LEAK AUGUST 26 PT17	$1,336.50
EFT18767	10/09/2026	WA LOCAL GOVERNMENT ASSN	LOCAL GOVERNMENT CONFERENCE 2026 CEO, CR MCCABE, CR WALLIS, CR CROUCH, CR ANDRETTA	$9,570.00
EFT18768	10/09/2026	WALLIS COMPUTER SOLUTIONS	SOBO INTERNET SERVICE MONTHLY FEE SEPTEMBER 26	$148.50
EFT18769	10/09/2026	ZIRCODATA (TOTALLY CONFIDENTIAL RECORDS)	MONTHLY STORAGE FEES X214 ARCHIVE BOXES JULY 26	$56.73
EFT18770	15/09/2026	ATKINS MECHANICAL SERVICE	ANNUAL APPLICANCE B SERVICE AUGUST 26 PF10, PF11, PF9, PF8	$13,941.19
EFT18771	15/09/2026	BENARC DEVELOPMENTS	REFURBISHMENT BATHROOM & LAUNDRY FLOOR PROGRESS PAYMENT SEPTEMBER 26 U233WS	$5,500.00
EFT18772	15/09/2026	SMART CRAFT CABINETRY	REPLACE KITCHEN DEPOSIT PAYMENT SEPTEMBER 26 U233WS	$12,783.10

Chq/EFT	Date	Name	Description	Amount
EFT18773	17/09/2026	ATO	BAS RETURN AUGUST 26	$35,055.00
EFT18774	24/09/2026	ALEX LAGOUEYTE	GYM KEY BOND REFUND SEPTEMBER 26	$70.00
EFT18775	25/09/2026	150 SQUARE PTY LTD	BROOKTON PUBLIC HEALTH PLAN SEPTEMBER 26	$1,969.00
EFT18776	25/09/2026	AMANDA PATTISON	CARAVAN PARK REFUND REQUEST #16495420 1X NIGHT SHEOAK CHALET 12.09.26	$218.00
EFT18777	25/09/2026	AMPAC DEBT RECOVERY	RATES DEBT RECOVERY FEE AUGUST 26 PSSO WITHDRAWAL FEE, PALISADE PROFESSIONAL FEES A137, PALISADE DISBURSEMENTS, PALISADE PROFESSIONAL FEES A2682	$1,051.00
EFT18778	25/09/2026	ARM SECURITY	ALARM MONITORING ADMIN 01.10.26 - 31.12.26	$362.88
EFT18779	25/09/2026	AVON TURF SERVICES	SUPPLY & APPLY WETTING AGENT SEPTEMBER 26 MEMORIAL PARK	$1,370.60
EFT18780	25/09/2026	B & N EYRE BROOKTON NEWSAGENCY	MONTHLY STATIONERY ORDER ADMIN AUGUST 26 POST ITS, TUBECLIPS, LATERAL FILE LABELS, KEYBOARD, MONTHLY PURCHASES AUGUST 26 BCRC - A3 QUILL BOARD, ADMIN MONTHLY PURCHASES AUGUST 26 NOTEBOOKS, A4 PAPER, A3 PAPER	$459.80
EFT18781	25/09/2026	BENARC DEVELOPMENTS	PROGRESS CLAIM REFURBISHMENT BATHROOM & LAUNDRY SEPTEMBER 26 U233WS	$5,500.00
EFT18782	25/09/2026	BEST OFFICE SYSTEMS	TRAVEL FEE FOR REPAIRS TO COPIER BCRC SEPTEMBER 26	$74.07
EFT18783	25/09/2026	BROOKTON MEATS	LONELINESS AWARENESS WEEK BBQ AUGUST 26	$76.90
EFT18784	25/09/2026	BROOKTON PLUMBING	DUMP POINT PUMP OUT SEPTEMBER 26 CARAOP, UNBLOCK KITCHEN SINK SEPTEMBER 26 U240WS, DISCONNECT KITCHEN SEPTEMBER 26 U233WS	$1,397.00
EFT18785	25/09/2026	BROOKTON ROADHOUSE	MONTHLY FUEL PURCHASES AUGUST 26 PU44 X2, PU42 X1, PU39 X2	$653.24
EFT18786	25/09/2026	CHILD SUPPORT AGENCY EMPLOYER SERVICES	PAYROLL DEDUCTIONS	$292.04
EFT18787	25/09/2026	DELTA AGRIBUSINESS WA- BROOKTON RURAL TRADERS	SANDER, SANDING PADS, BATTERY, SANDPAPER AUGUST 26, WHITE PREP 4L & WHITE PAINT 4L AUGUST 26 U233WS, PURCHASE GLYPHOSATE 450 20LT AUGUST 26 x2	$1,970.30
EFT18788	25/09/2026	EDGE PLANNING & PROPERTY	PLANNING SERVICES AUGUST 26 19.75HRS	$3,356.51

Chq/EFT	Date	Name	Description	Amount
EFT18789	25/09/2026	FLEET FITNESS	CABLE MACHINE GUIDES REPLACEMENT & LEGS WEIGHT MACHINE PAD REPLACEMENTS SEPTEMBER 26, TREADMILL CONTROL BOARD REPLACEMENT SEPTEMBER 26, TREADMILL SAFETY CLIP SEPTEMBER 26	$1,559.83
EFT18790	25/09/2026	FLICK ANTICIMEX	SANITARY SERVICES AUGUST 26 - JANUARY 27 ADMIOP, DEPOOP, CARAOP, WBOP, RRTLOP, BCRC, POOLOP	$5,784.60
EFT18791	25/09/2026	GETZ STUFF DONE	BCRC RENT 01.07.26 - 30.09.26, BOND, & BUILDING INSURANCE AS PER LEASE AGREEMENT	$16,657.99
EFT18792	25/09/2026	GREAT SOUTHERN FUEL SUPPLIES	FUEL CARD PURCHASES AUGUST 26 CEO, MCC, MIW, CESM	$3,905.15
EFT18793	25/09/2026	HAFELE AUSTRALIA PTY LTD	APPLIANCES FOR REFURBISHMENT SEPTEMBER 26 U233WS	$2,689.76
EFT18794	25/09/2026	IT VISION	UPDATE RATES NOTICES - REMOVE BANK ACCOUNT DETAILS AUGUST 26	$550.00
EFT18795	25/09/2026	J&A BUILDING T/A FAIR DINKUM BUILDS AVON VALLEY	PROGRESS PAYMENT FOR GAZEBO AT CEMETERY SEPTEMBER 26	$28,000.00
EFT18796	25/09/2026	LGIS INSURANCE	EMPLOYEE ASSISTANCE PROGRAM JULY - DECEMBER 26	$3,541.81
EFT18797	25/09/2026	LOCAL GOVERNMENT PROFESSIONALS AUSTRALIA WA	EXCEL TRAINING CRC STAFF PROFESSIONAL DEVELOPMENT OCTOBER 26, FINANCE FOR NON-FINANCIAL PEOPLE WORKSHOP 19.11.26 FO-CREDITORS	$1,300.00
EFT18798	25/09/2026	LOCK STOCK & FARRELL LOCKSMITH PTY LTD	20 GYM KEYS & POSTAGE AUGUST 26	$679.30
EFT18799	25/09/2026	MARKETFORCE	LOCAL GOVERNMENT NOTICES 42 LENNARD STREET FORM 5 21.08.26	$1,312.43
EFT18800	25/09/2026	MINING WEAR PARTS	GRADER BLADES SEPTEMBER 26 PG8 & PG9	$2,511.92
EFT18801	25/09/2026	NADJA HEINI	CARAVAN PARK REFUND REQUEST #16824165 1X NIGHT POWERED SITE 17.09.26	$35.00
EFT18802	25/09/2026	NARROGIN GLASS	REPLACE FLYDOOR AUGUST 26 25WHITOP	$1,891.54
EFT18803	25/09/2026	NOURISH BROOKTON	REFRESHMENTS FOR COMMUNITY CONSULTATIONS 04.08.26 & 05.08.26, ADMIN MONTHLY PURCHASES AUGUST 26 STAFF REFRESHMENTS, BAKING PAPER, DISHWASHER TABLETS, HAND SOAP, AA BATTERIES, CARAVAN PARK MONTHLY PURCHASES AUGUST 26 KEYS CUT, DISHWASHING LIQUID, WORKS MONTHLY PURCHASES AUGUST 26 STAFF REFRESHMENTS, KEYS CUT, BCRC MONTHLY PURCHASES AUGUST 26 STAFF REFRESHMENTS, HAND SOAP, CUSTOMER REFRESHMENTS	$644.95

Chq/EFT	Date	Name	Description	Amount
EFT18804	25/09/2026	SHIRE OF BROOKTON	PAYROLL DEDUCTIONS	$2,900.00
EFT18805	25/09/2026	SHIRE OF CORRIGIN	CESM RENT 14.09.26 - 11.10.26	$2,000.00
EFT18806	25/09/2026	STAR TRACK EXPRESS	DELIVERY TO STATE LIBRARY WA JUNE 26	$29.67
EFT18807	25/09/2026	STUMPYS GATEWAY ROADHOUSE	MONTHLY FUEL PURCHASES AUGUST 26 PM3X5, PT16X4, PU42X2, PU40X3	$1,368.28
EFT18808	25/09/2026	TEEDE'S AUTO ELECTRICS	REPAIR REAR TRAILER LIGHTS SEPTEMBER 26 PPT2	$150.75
EFT18809	25/09/2026	TOTAL TOOLS KEWDALE TT KEWDALE PTY TLD	REPLACE MILWAUKEE IMPACT WRENCH X2 AUGUST 26	$1,230.00
EFT18810	25/09/2026	TYREPOWER LTD	REPLACE DAMAGED STEER TYRES X2 AUGUST 26 PF8	$9,968.92
EFT18811	25/09/2026	WA CONTRACT RANGER SERVICES	RANGER SERVICES 3.25HRS 09.09.26 & 3.5HRS 15.09.26	$826.25
EFT18812	25/09/2026	WA LOCAL GOVERNMENT ASSN	MODULE 3 SERVING ON COUNCIL CR HARBEN AUGUST 26	$539.00
EFT18813	25/09/2026	ZIRCODATA (TOTALLY CONFIDENTIAL RECORDS)	MOTHLY STORAGE FEES AUGUST 26 X214 ARCHIVE BOXES	$56.73
DD9486.1	01/09/2026	AWARE SUPER PTY LTD	PAYROLL DEDUCTIONS	$6,181.93
DD9486.2	01/09/2026	MLC NOMINEES PTY LIMITED	SUPERANNUATION CONTRIBUTIONS	$763.44
DD9486.3	01/09/2026	AUSTRALIAN SUPER PTY LTD	SUPERANNUATION CONTRIBUTIONS	$3,079.09
DD9486.4	01/09/2026	THE TRUSTEE FOR JOHNS FAMILY SUPER FUND	SUPERANNUATION CONTRIBUTIONS	$593.39
DD9486.5	01/09/2026	HUB24 SUPERFUND	SUPERANNUATION CONTRIBUTIONS	$404.72
DD9486.6	01/09/2026	REST INDUSTRY SUPER	SUPERANNUATION CONTRIBUTIONS	$876.06
DD9486.7	01/09/2026	COLONIAL FIRST STATE CHOICE WHOLESALE PERSONAL SUPER	SUPERANNUATION CONTRIBUTIONS	$638.76
DD9486.8	01/09/2026	HOSTPLUS	SUPERANNUATION CONTRIBUTIONS	$546.44
DD9486.9	01/09/2026	PRIME SUPER	SUPERANNUATION CONTRIBUTIONS	$425.80
DD9491.1	02/09/2026	SYNERGY	ELECTRICITY CHARGES 08.07.26 - 11.08.2026 CARAVAN PARK, OVAL, WB EVA PAVILION	$2,443.07
DD9491.2	02/09/2026	TYRO PAYMENTS LIMITED	EFTPOS MACHINE RENTAL & TRANSACTION FEES AUGUST 26 BCRC	$32.65
DD9491.3	02/09/2026	WA TREASURY CORPORATION	PRINCIPAL & INTEREST PAYMENT ON LOAN 83	$37,571.25
DD9497.1	04/09/2026	TELSTRA CORPORATION	SIM & INTERNET CHARGES 16.08.26 - 15.09.26 SEWEOP, OVALOP, PT19, PT20, RWPKOP, MADIOP	$74.98
DD9505.1	10/09/2026	SYNERGY	ELECTRICITY CHARGES 29.05.26 - 28.07.26 U140WS, U240WS, U340WS, U440WS, U540WS, U640WS, U740WS, U840WS	$2,312.59
DD9511.1	15/09/2026	AWARE SUPER PTY LTD	PAYROLL DEDUCTIONS	$6,297.20
DD9511.2	15/09/2026	MLC NOMINEES PTY LIMITED	SUPERANNUATION CONTRIBUTIONS	$776.66
DD9511.3	15/09/2026	AUSTRALIAN SUPER PTY LTD	SUPERANNUATION CONTRIBUTIONS	$3,478.00

Chq/EFT	Date	Name	Description	Amount
DD9511.4	15/09/2026	HUB24 SUPERFUND	SUPERANNUATION CONTRIBUTIONS	$404.72
DD9511.5	15/09/2026	THE TRUSTEE FOR JOHNS FAMILY SUPER FUND	SUPERANNUATION CONTRIBUTIONS	$593.39
DD9511.6	15/09/2026	REST INDUSTRY SUPER	SUPERANNUATION CONTRIBUTIONS	$876.06
DD9511.7	15/09/2026	COLONIAL FIRST STATE CHOICE WHOLESALE PERSONAL SUPER	SUPERANNUATION CONTRIBUTIONS	$637.76
DD9511.8	15/09/2026	HOSTPLUS	SUPERANNUATION CONTRIBUTIONS	$707.90
DD9511.9	15/09/2026	PRIME SUPER	SUPERANNUATION CONTRIBUTIONS	$267.86
DD9512.1	14/09/2026	TELSTRA CORPORATION	MESSAGE BANK HARVEST & FIRE BANS 23.08.26 - 22.09.26	$6.00
DD9512.2	14/09/2026	SHIRE OF BROOKTON - MASTERCARD - MCC	MCC CREDIT CARD PURCHASES AUGUST 26 WILSON PARKING, CREDIT CARD FEES	$14.18
DD9512.3	14/09/2026	SHIRE OF BROOKTON - MASTERCARD - CEO	CEO CREDIT CARD PURCHASES AUGUST 26 - CANVA SUBSCRIPTION, STARLINK - INTERNET CHARGES WB EVA PAVILION, WBSHEDOP, EBSHEDOP, CESM VEHICLE 06/07/26 - 05/08/2026, CITY OF PERTH - PARKING PALISADE LAWYERS 07.08.26, SINCH MESSAGE MEDIA - MONTHLY ACCESS FEE 01.08.26 - 31.08.26, ECONOMIC DEVELOPMENT AUSTRALIA - REGIONAL WEBINAR SERIES, CREDIT CARD FEES	$1,074.72
DD9512.4	14/09/2026	SHIRE OF BROOKTON - MASTERCARD - MIW	MIW CREDIT CARD PURCHASES AUGUST 26 BUNNINGS - THRESHOLD PLATES, CREDIT CARD FEES	$262.00
DD9515.1	15/09/2026	3E ADVANTAGE PTY LTD	MONTHLY PRINTING/COPYING FEES AUGUST 26 ADMIN & BCRC	$2,718.71
DD9520.1	18/09/2026	SYNERGY	ELECTRICITY CHARGES 30.07.26 - 27.08.26 POOLGO	$630.55
DD9532.1	24/09/2026	SYNERGY	ELECTRICITY CHARGES 25.07.26 - 24.08.26 185X STREETLIGHTS	$3,337.43
DD9536.1	29/09/2026	AWARE SUPER PTY LTD	PAYROLL DEDUCTIONS	$6,693.94
DD9536.2	29/09/2026	MLC NOMINEES PTY LIMITED	SUPERANNUATION CONTRIBUTIONS	$839.06
DD9536.3	29/09/2026	AUSTRALIAN SUPER PTY LTD	SUPERANNUATION CONTRIBUTIONS	$3,234.89
DD9536.4	29/09/2026	HUB24 SUPERFUND	SUPERANNUATION CONTRIBUTIONS	$404.72
DD9536.5	29/09/2026	THE TRUSTEE FOR JOHNS FAMILY SUPER FUND	SUPERANNUATION CONTRIBUTIONS	$593.39
DD9536.6	29/09/2026	REST INDUSTRY SUPER	SUPERANNUATION CONTRIBUTIONS	$876.06
DD9536.7	29/09/2026	COLONIAL FIRST STATE CHOICE WHOLESALE PERSONAL SUPER	SUPERANNUATION CONTRIBUTIONS	$638.76
DD9536.8	29/09/2026	HOSTPLUS	SUPERANNUATION CONTRIBUTIONS	$1,378.93
DD9536.9	29/09/2026	PRIME SUPER	SUPERANNUATION CONTRIBUTIONS	$236.31

Chq/EFT	Date	Name	Description	Amount
DD9539.1	21/09/2026	TELSTRA CORPORATION	MOBILE CHARGES 02.09.26 - 01.10.26 BMO, CEO, WC, MCC, MP, CARAOP, CESM, POOLGO, TIO	$657.79
DD9539.2	21/09/2026	NAYAX AU PTY LTD	MONTHLY SERVICE FEE & MERCHANT ACCOUNT FEE FOR VENDING MACHINE SEPTEMBER 26	$38.17
DD9541.1	25/09/2026	WATER CORPORATION OF WA	WATER CHARGES 20.07.26 - 20.08.26 CARAOP, WBOP	$194.99
DD9543.1	30/09/2026	WATER CORPORATION OF WA	WATER CHARGES 21.07.26 - 31.10.26 U2MSUOP	$691.65
DD9543.2	30/09/2026	TYRO PAYMENTS LIMITED	DEVICE RENTAL & EFTPOS TRANSACTION FEES SEPTEMBER 26 ADMIN	$1,549.43
1612.1	01/09/2026	CBA MERCHA - BANK FEE - MERCHANT FEE	BANK FEE - MERCHANT FEE	$50.00
1612.1	01/09/2026	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	$32.50
1613.1	03/09/2026	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	$30.76
1613.1	02/09/2026	CBA MERCHA - BANK FEE - MERCHANT FEE	BANK FEE - MERCHANT FEE	$3.20
1613.1	02/09/2026	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	$28.57
1614.1	04/09/2026	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	$2.20
1614.1	04/09/2026	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	-$2.20
1615.1	07/09/2026	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	$7.80
1616.1	10/09/2026	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	$26.90
1616.1	09/09/2026	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	$5.66
1616.1	08/09/2026	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	$43.02
1617.1	14/09/2026	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	$6.45
1617.1	11/09/2026	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	$1.66
1617.1	11/09/2026	CBA MERCHA - BANK FEE - MERCHANT FEE	BANK FEE - MERCHANT FEE	$7.00
1618.1	15/09/2026	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	$23.96
1619.1	16/09/2026	CBA MERCHA - BANK FEE - MERCHANT FEE	BANK FEE - MERCHANT FEE	$3.50
1619.1	16/09/2026	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	$4.56
1620.1	17/09/2026	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	$10.44
1621.1	18/09/2026	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	$12.00
1622.1	22/09/2026	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	$4.12
1622.1	21/09/2026	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	$10.77
1623.1	23/09/2026	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	$4.65
1624.1	24/09/2026	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	$23.97

Chq/EFT	Date	Name	Description	Amount
1625.1	25/09/2026	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	$10.04
1625.1	28/09/2026	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	$37.41
1626.1	30/09/2026	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	$16.64
1627.1	30/09/2026	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	$5.08
PAYJRUN*1343	01/09/2026	SALARIES & WAGES	WEEK 10 - PPE 01/09/2026	$72,127.30
PAYJRUN*1345	15/09/2026	SALARIES & WAGES	WEEK 12 - PPE 15/09/2026	$72,911.76
PAYJRUN*1347	29/09/2026	SALARIES & WAGES	WEEK 14 - PPE 29/09/2026	$76,265.41
				$923,193.96

List of Credit Card Transactions Paid in September 2026

Shire of Brookton - Bendigo Bank Mastercard - CEO

Direct Debit	Date	Description	Amount
DD9512.3	14.09.26	01.08.26 - CANVA - CANVA FOR TEAMS SUBSCRIPTION	$209.90
		07.08.26 - STARLINK - INTERNET CHARGES WB EVA PAVILION 05.07.26 - 05.08.26	$84.01
		07.08.26 - STARLINK - INTERNET CHARGES WEST BROOKTON FIRE SHED 05.07.26 - 05.08.26	$84.01
		07.08.26 - STARLINK - INTERNET CHARGES EAST BROOKTON FIRE SHED 05.07.26 - 05.08.26	$84.01
		07.08.26 - STARLINK - INTERNET CHARGES CESM VEHICLE 05.07.26 - 05.08.26	$85.00
		09.08.26 - CITY OF PERTH PARKING - PALISADE LAWYERS VISIT	$6.06
		15.08.26 - SINCH MESSAGE MEDIA - MONTHLY ACCESS FEE 01.08.26 - 31.08.26	$487.73
		24.08.26 - ECONOMIC DEVELOPMENT AUSTRALIA - REGIONAL WEBINAR REGISTRATION CEO COMMUNITY DEVELOPMENT IS ECONOMIC DEVELOPMENT	$30.00
		30.08.26 - CREDIT CARD FEE	$4.00
		TOTAL	**$1,074.72**

Shire of Brookton - Bendigo Bank Mastercard - MCC

Direct Debit	Date	Description	Amount
DD9512.2	14.09.26	21.08.26 WILSON PARKING - PALISADE LAW VISIT PARKING	$10.18
		30.08.26 - CREDIT CARD FEES	$4.00
		TOTAL	**$ 14.18**

Shire of Brookton - Bendigo Bank Mastercard – MIW

Direct Debit	Date	Description	Amount
DD9512.4	14.09.26	18.08.29 BUNNINGS - ALUMINIUM THRESHOLD PLATES	$258.00
		30.08.29 CREDIT CARD FEE	$4.00
		TOTAL	**$262.00**

List of Fuel Card Transactions Paid in September 2026

JUNE PURCHASES – TOTAL $2037.45

Shire of Brookton - Fuel Card - CEO

EFT	Date	Description	Amount
EFT18793	10.09.2026	10.06.26 60.53L @ $2.15P/L	$130.14
		1X CARD FEES	$0.38
		TOTAL	**$130.52**

Shire of Brookton - Fuel Card - MCC

EFT	Date	Description	Amount
EFT18793	10.09.2026	10.06.26 55.49L @ $2.15P/L	$119.30
		22.06.26 69.35L @ $1.99P/L	$138.01
		2X CARD FEES	$0.76
		TOTAL	**$258.07**

Shire of Brookton - Fuel Card – MIW

EFT	Date	Description	Amount
EFT18793	10.09.2026	05.06.26 56.93L @ $2.3P/L	$130.94
		11.06.26 40.35L @ $2.15P/L	$86.75
		24.06.26 49.95L @ $21.99P/L	$99.40
		3X CARD FEES	$1.14
		TOTAL	**$318.23**

Shire of Brookton - Fuel card - CESM

EFT	Date	Description	Amount
EFT18732	10.09.2026	03.06.26 71.30L @ $2.3149P/L	$165.05
		05.06.26 41.72L @ $2.3149P/L	$96.58
		09.06.26 54.91L @ $2.3149P/L	$127.11
		10.06.26 65.34L @ $2.2190P/L	$144.99
		12.06.26 65.91L @ $2.1290P/L	$140.32
		16.06.26 29.14L @ $2.2449P/L	$65.42
		17.06.26 71.38L @ $2.1189P/L	$151.25
		21.06.26 49.66L @ $1.8649P/L	$92.61
		23.06.26 56.21L @ $1.8649P/L	$104.83
		26.06.26 28.24L @ $1.7149P/L	$48.43
		27.06.26 28.60L @ $1.99P/L	$56.91
		29.06.26 70.61L @ $1.899P/L	$134.09
		8X CARD FEES	$3.04
		TOTAL	**$ 1,330.63**

JULY PURCHASES – TOTAL $2,168.54

Shire of Brookton - Fuel Card - CEO

EFT	Date	Description	Amount
EFT18793	10.09.2026	05.07.26 46.39L @ $1.85	$85.82
		1X CARD FEE	$0.38
		TOTAL	**$86.20**

Shire of Brookton - Fuel Card - MCC

EFT	Date	Description	Amount
EFT18793	10.09.2026	09.07.26 68.12L @ $2.02	$137.60
		23.07.26 64.21L @ $2.21	$141.90
		2X CARD FEES	$0.76
		TOTAL	**$280.26**

Shire of Brookton - Fuel Card – MIW

EFT	Date	Description	Amount
EFT18793	10.09.2026	01.07.26 59.11L @ $1.85	$109.35
		11.07.26 48.55L @ $2.02	$98.07
		25.07.26 40.50L @ $2.21	$89.51
		3X CARD FEES	$1.14
		TOTAL	**$298.07**

Shire of Brookton - Fuel card - CESM

EFT	Date	Description	Amount
EFT18732	10.09.2026	01.07.26 62.13L @ $1.8989	$117.98
		06.07.26 62.82L @ $1.8990	$119.30
		09.07.26 70.70L @ $1.8449	$130.43
		10.07.26 69.17L @ $1.8449	$127.61
		11.07.26 68.59L @ $1.8990	$130.25
		13.07.26 71.28L @ $1.9489	$138.92
		16.07.26 39.60L @ $1.8449	$73.06
		20.07.26 65.34L @ $2.0190	$131.92
		25.07.26 77.33L @ $2.2190	$171.60
		27.07.26 53.50L @ $2.2191	$118.72
		29.07.26 54.17L @ $2.3549	$127.56
		30.07.26 46.65L @ $2.46	$114.76
		5X CARD FEES	$1.90
		TOTAL	**$1,504.01**

AUGUST PURCHASES – TOTAL $3,905.15

Shire of Brookton - Fuel Card - CEO

EFT	Date	Description	Amount
EFT18792	25.09.2026	21.07.26 - 63.14L @ $2.16P/L	$136.38
		05.08.26 - 60.83L @ $2.46P/L	$149.64
		13.08.26 - 52.01L @ $2.59P/L	$134.71
		19.08.26 - 44.53L @ $2.59P/L	$115.33
		29.08.26 - 62.57L @ $2.599P/L	$162.62
		5X CARD FEES	$1.90
		TOTAL	**$700.58**

Shire of Brookton - Fuel Card - MCC

EFT	Date	Description	Amount
EFT18792	25.09.2026	06.08.26 - 51.70L @ $2.59P/L	$133.90
		19.08.26 - 67.09L @ $2.479P/L	$166.32
		28.08.26 - 59.83L @ $2.59P/L	$154.96
		3X CARD FEES	$1.14
		TOTAL	**$456.32**

Shire of Brookton - Fuel Card – MIW

EFT	Date	Description	Amount
EFT18792	25.09.2026	02.08.26 - 41.34L @ $2.46P/L	$101.70
		08.08.26 - 31.62L @ $2.59P/L	$81.90
		13.08.26 - 56.93L @ $2.59P/L	$147.45
		23.08.26 - 59.54L @ $2.59P/L	$154.21
		4X CARD FEES	$1.52
		TOTAL	**$486.78**

Shire of Brookton - Fuel card - CESM

EFT	Date	Description	Amount
EFT18792	25.09.2026	01.08.26 - 42.34L @ $2.4149P/L	$102.25
		02.08.26 - 68.21L @ $2.299P/L	$156.81
		04.08.26 - 67.27L @ $2.369P/L	$159.36
		06.08.26 - 67.20L @ $2.5449P/L	$171.02
		07.08.26 - 71.73L @ $2.439P/L	$174.95
		11.08.26 - 62.64L @ $2.4949P/L	$156.28
		12.08.26 - 54.30L @ $2.419P/L	$131.35
		13.08.26 - 58.76L @ $2.4949P/L	$146.60
		17.08.26 - 40.47L @ $2.4949P/L	$100.97
		18.08.26 - 72.68L @ $2.59P/L	$188.24
		19.08.26 - 64.92L @ $2.4949P/L	$161.97
		21.08.26 - 48.92L @ $2.4949P/L	$122.05
		24.08.26 - 66.32L @ $2.509P/L	$166.40
		26.08.26 - 55.72L @ $2.6149P/L	$145.70
		30.08.26 - 69.39L @ $2.509P/L	$174.10
		9X CARD FEES	$3.42
		TOTAL	**$2,261.47**

14.10.26.02 STATEMENT OF FINANCIAL ACTIVITY FOR THE PERIOD ENDED 30 SEPTEMBER 2026

File No:	FIN007
Date of Meeting:	15 October 2026
Location/Address:	N/A
Name of Applicant:	Shire of Brookton
Name of Owner:	Shire of Brookton
Author/s:	Bob Waddell - Bob Waddell and Associates Pty Ltd
Authorising Officer:	Stuart Billingham - Manager Corporate & Community
Declaration of Interest:	The authors have no financial interest in this matter
Voting Requirements:	Simple Majority
Previous Report:	24 September 2026

Summary of Item:
Council is to consider the Statement of Financial Activity for the period ending 30 September 2026 with associated commentaries.

Description of Proposal:
The Statement of Financial Activity for the period ended 30 September 2026, as is included at Attachment 14.10.26.02A.

Background:
In accordance with regulation 34 of the *Local Government (Financial Management) Regulations* 1996, the Shire is to prepare a monthly Statement of Financial Activity for approval by Council. December and January's reports are presented in February as Council does not meet in January.

Consultation:
Reporting officers receive monthly updates to track expenditure and income.

Statutory Environment:
Section 6.4 of the *Local Government Act 1995* requires a Local Government to prepare an annual financial statement for the preceding year and other financial reports as they prescribed.

Regulation 34(1) of the *Local Government (Financial Management) Regulations 1996* as amended requires the Local Government to prepare monthly financial statements and report on actual performance against what was set out in the annual budget.

Relevant Plans and Policy:
There is no Council Policy relevant to this item.

Financial Implications:
The Budget is regularly monitored on at least a monthly basis, by the Chief Executive Officer and the Manager Corporate & Community. Responsible Officers are also required to review their particular line items for anomalies each month, with a major review in accordance with the *Local Government (Financial Management) Regulations 1996*, regulation 33A, council is required to carry out a review of its annual budget for that year by the last day of February.

Any material variances that have an impact on the outcome of the budgeted closing surplus position are detailed in the Monthly Financial Report contained within attachment 14.10.26.02A.

Risk Assessment:
The risk in relation to this matter is assessed as 'Low' on the basis that if Council does not receive the Monthly Financial Reports for the month reported leading to the Shire not meeting legislative requirements on financial reporting. The risk identified would be failure to fulfil statutory regulations or compliance requirements.

Consequence / Likelihood	Insignificant	Minor	Moderate	Major	Extreme
Almost Certain	Medium	High	High	Severe	Severe
Likely	Low	Medium	High	High	Severe
Possible	Low	Medium	Medium	High	High
Unlikely	Low	Low	Medium	Medium	High
Rare	Low	Low	Low	Low	Medium

Risk Rating	Action
LOW	Monitor for continuous improvement.
MEDIUM	Comply with risk reduction measures to keep risk as low as reasonably practical.
HIGH	Review risk reduction and take additional measures to ensure risk is as low as reasonably achievable.
SEVERE	Unacceptable. Risk reduction measures must be implemented before proceeding.

Community & Strategic Objectives:
This item relates to delivery of core business and services detailed in the Shire of Brookton Corporate Compendium – June 2032, duly appended to the BROOKTON Corporate Business Plan July 2022 to June 2032.

Comment:
The Monthly Financial Reports has been prepared in accordance with statutory requirements.

OFFICER'S RECOMMENDATION

That Council, accordance with Section 6.4 of the Local Government Act 1995 and Regulation 34 of the Local Government (Financial Management) Regulations 1995, receives the Monthly Statements of Financial Activity for the Period Ended 30 September 2026, as included at Attachment 14.10.26.02A.

(Simple majority vote required)

OCM 10.26-07

COUNCIL RESOLUTION

Moved: Cr McCabe Seconded: Cr Copping

That Council, accordance with Section 6.4 of the Local Government Act 1995 and Regulation 34 of the Local Government (Financial Management) Regulations 1995, receives the Monthly Statements of Financial Activity for the Period Ended 30 September 2026, as included at Attachment 14.10.26.02A.

CARRIED BY SIMPLE MAJORITY VOTE 7/0

For: Cr Wallis, Cr McCabe, Cr Andretta, Cr Crouch, Cr Copping, Cr Harben, Cr Toop
Against: Nil

Attachment

Attachment 14.10.26.02A – Statement of Financial Activity for 30 September 2026.

Shire of Brookton
Growing the future

SHIRE OF BROOKTON

MONTHLY FINANCIAL REPORT
(Containing the Statement of Financial Activity)
FOR THE PERIOD ENDED 30 SEPTEMBER 2026

LOCAL GOVERNMENT ACT 1995
LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATIONS 1996

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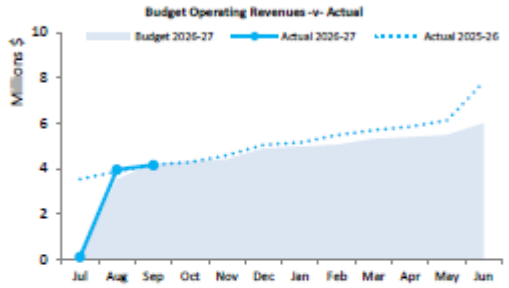
MONTHLY FINANCIAL REPORT

FOR THE PERIOD ENDED 30 SEPTEMBER 2026

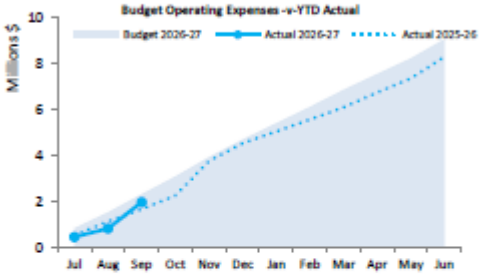
SUMMARY INFORMATION - GRAPHS

OPERATING ACTIVITIES

OPERATING REVENUE

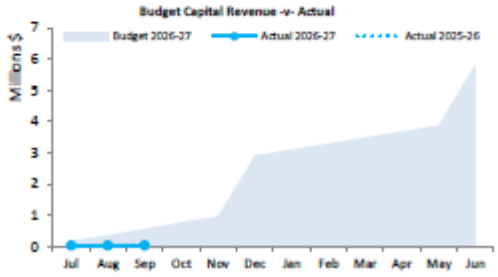


OPERATING EXPENSES

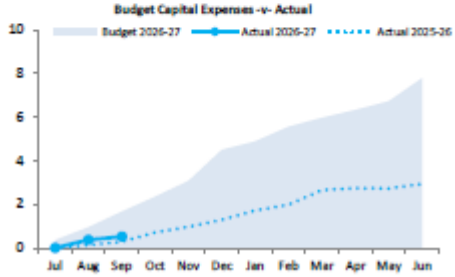


INVESTING ACTIVITIES

CAPITAL REVENUE

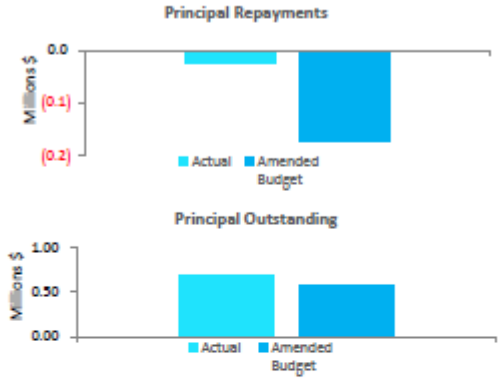


CAPITAL EXPENSES

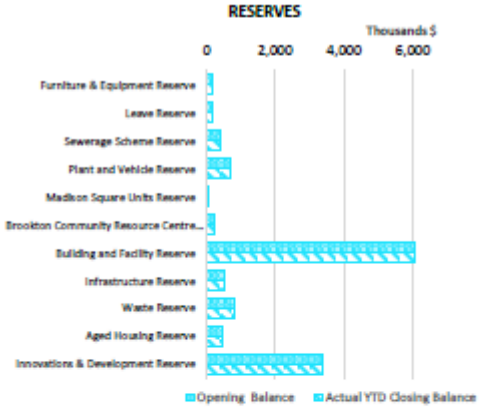


FINANCING ACTIVITIES

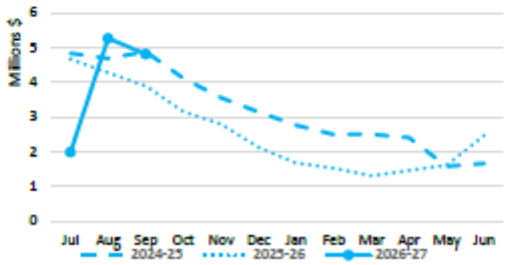
BORROWINGS



RESERVES



Closing funding surplus / (deficit)



This information is to be read in conjunction with the accompanying Financial Statements and Notes.

EXECUTIVE SUMMARY

Funding surplus / (deficit) Components

Funding surplus / (deficit)

	Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. $ (b)-(a)
Opening	$2.42 M	$2.42 M	$2.47 M	$0.04 M
Closing	$0.00 M	$3.90 M	$4.82 M	$0.92 M

Refer to Statement of Financial Activity

Cash and cash equivalents

	$15.57 M	% of total
Unrestricted Cash	$2.58 M	16.6%
Restricted Cash	$12.99 M	83.4%

Refer to Note 2 - Cash and Financial Assets

Payables

	$0.21 M	% Outstanding
Trade Payables	$0.04 M	
0 to 30 Days		93.7%
Over 30 Days		3.8%
Over 90 Days		2.5%

Refer to Note 5 - Payables

Receivables

	$3.19 M	% Collected
Rates Receivable	$3.03 M	23.7%
Trade Receivable	$0.16 M	% Outstanding
Over 30 Days		1.6%
Over 90 Days		33.7%

Refer to Note 3 - Receivables

Key Operating Activities

Amount attributable to operating activities

Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. $ (b)-(a)
($0.47 M)	$2.56 M	$2.85 M	$0.29 M

Refer to Statement of Financial Activity

Rates Revenue

YTD Actual	$3.42 M	% Variance
YTD Budget	$3.46 M	(1.2%)

Refer to Statement of Financial Activity

Grants, Subsidies and Contributions

YTD Actual	$0.30 M	% Variance
YTD Budget	$0.32 M	(5.1%)

Refer to Note 13 - Operating Grants and Contributions

Fees and Charges

YTD Actual	$0.36 M	% Variance
YTD Budget	$0.35 M	3.4%

Refer to Statement of Financial Activity

Key Investing Activities

Amount attributable to investing activities

Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. $ (b)-(a)
($3.83 M)	($1.06 M)	($0.48 M)	$0.59 M

Refer to Statement of Financial Activity

Proceeds on sale

YTD Actual	$0.00 M	%
Adopted Budget	$0.02 M	(100.0%)

Refer to Note 7 - Disposal of Assets

Asset Acquisition

YTD Actual	$0.52 M	% Spent
Adopted Budget	$6.16 M	(91.6%)

Refer to Note 8 - Capital Acquisitions

Capital Grants and Contributions

YTD Actual	$0.04 M	% Received
Adopted Budget	$2.28 M	(98.0%)

Refer to Note 8 - Capital Acquisitions

Key Financing Activities

Amount attributable to financing activities

Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. $ (b)-(a)
$1.88 M	($0.03 M)	($0.03 M)	$0.00 M

Refer to Statement of Financial Activity

Borrowings

Principal repayments	$0.03 M
Interest expense	$0.01 M
Principal due	$0.68 M

Refer to Note 9 - Borrowings

Reserves

Reserves balance	$12.99 M
Interest earned	$0.00 M

Refer to Note 11 - Cash Reserves

Lease Liability

Principal repayments	$0.00 M
Interest expense	$0.00 M
Principal due	$0.02 M

Refer to Note 10 - Lease Liabilities

This information is to be read in conjunction with the accompanying Financial Statements and notes.

KEY TERMS AND DESCRIPTIONS
FOR THE PERIOD ENDED 30 SEPTEMBER 2026

NATURE DESCRIPTIONS

REVENUE

RATES
All rates levied under the *Local Government Act 1995*. Includes general, differential, specified area rates, minimum rates, interim rates, back rates, ex-gratia rates, less discounts and concessions offered. Excludes administration fees, interest on instalments, interest on arrears, service charges and sewerage rates.

GRANTS, SUBSIDIES AND CONTRIBUTIONS
Refers to all amounts received as grants, subsidies and contributions that are not non-operating grants.

CAPITAL GRANTS, SUBSIDIES AND CONTRIBUTIONS
Amounts received specifically for the acquisition, construction of new or the upgrading of identifiable non financial assets paid to a local government, irrespective of whether these amounts are received as capital grants, subsidies, contributions or donations.

REVENUE FROM CONTRACTS WITH CUSTOMERS
Revenue from contracts with customers is recognised when the local government satisfies its performance obligations under the contract.

FEES AND CHARGES
Revenues (other than service charges) from the use of facilities and charges made for local government services, sewerage rates, rentals, hire charges, fee for service, photocopying charges, licences, sale of goods or information, fines, penalties and administration fees. Local governments may wish to disclose more detail such as rubbish collection fees, rental of property, fines and penalties, and other fees and charges.

SERVICE CHARGES
Service charges imposed under *Division 6 of Part 6 of the Local Government Act 1995. Regulation 54 of the Local Government (Financial Management) Regulations 1996* identifies these as television and radio broadcasting, underground electricity and neighbourhood surveillance services. Exclude rubbish removal charges.

INTEREST REVENUE
Interest and other items of a similar nature received from bank and investment accounts, interest on rate instalments, interest on rate arrears and interest on debtors.

OTHER REVENUE / INCOME
Other revenue, which can not be classified under the above headings, includes dividends, discounts, rebates, reimbursements etc.

PROFIT ON ASSET DISPOSAL
Excess of assets received over the net book value for assets on their disposal.

EXPENSES

EMPLOYEE COSTS
All costs associated with the employment of person such as salaries, wages, allowances, benefits such as vehicle and housing, superannuation, employment expenses, removal expenses, relocation expenses, worker's compensation insurance, training costs, conferences, safety expenses, medical examinations, fringe benefit tax, etc.

MATERIALS AND CONTRACTS
All expenditures on materials, supplies and contracts not classified under other headings. These include supply of goods and materials, legal expenses, maintenance agreements, communication expenses, advertising expenses, membership, periodicals, publications, hire expenses, rental, postage and freight etc. Local governments may wish to disclose more detail such as contract services, consultancy, information technology, rental or lease expenditures.

UTILITIES (GAS, ELECTRICITY, WATER)
Expenditures made to the respective agencies for the provision of power, gas or water. Exclude expenditures incurred for the reinstatement of roadwork on behalf of these agencies.

INSURANCE
All insurance other than worker's compensation and health benefit insurance included as a cost of employment.

LOSS ON ASSET DISPOSAL
Shortfall between the value of assets received over the net book value for assets on their disposal.

DEPRECIATION
Depreciation expense raised on all classes of assets. Excluding Land.

FINANCE COSTS
Interest and other costs of finance paid, including costs of finance for loan debentures, overdraft accommodation and refinancing expenses.

OTHER EXPENDITURE
Statutory fees, taxes, allowance for impairment of assets, member's fees or State taxes. Donations and subsidies made to community groups.

STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 SEPTEMBER 2026

BY NATURE

	Ref Note	Adopted Budget (a)	Amended Budget	YTD Budget (b)	YTD Actual (c)	Variance $ (c) - (b)	Variance % ((c) - (b))/(b)	Var.
		$	$	$	$	$	%	
OPERATING ACTIVITIES								
Revenue from operating activities								
Rates		3,457,408	3,457,408	3,457,408	**3,417,130**	(40,278)	(1.16%)	
Grants, subsidies and contributions	13	874,352	874,352	320,562	**304,119**	(16,443)	(5.13%)	
Fees and charges		777,958	777,958	350,042	**361,805**	11,763	3.36%	
Service charges		0	0	0	**0**	0	0.00%	
Interest revenue		504,957	504,957	12,972	**13,474**	502	3.87%	
Other revenue		380,983	380,983	91,671	**63,939**	(27,732)	(30.25%)	▼
Profit on disposal of assets	7	0	0	0	**0**	0	0.00%	
Gain on LG house Trust - Non cash		0	0	0	**0**			
		5,995,658	**5,995,658**	**4,232,655**	**4,160,467**	(72,188)	(1.71%)	
Expenditure from operating activities								
Employee costs		(3,347,863)	(3,347,863)	(884,678)	**(706,064)**	178,614	20.19%	▲
Materials and contracts		(2,460,453)	(2,460,453)	(569,718)	**(443,497)**	126,221	22.16%	▲
Utility charges		(264,662)	(264,662)	(66,078)	**(17,587)**	48,491	73.38%	▲
Depreciation		(2,580,718)	(2,580,718)	(645,123)	**(661,870)**	(16,747)	(2.60%)	
Finance costs		(39,399)	(39,399)	(13,266)	**(11,816)**	1,450	10.93%	
Insurance expenses		(225,233)	(225,233)	(104,125)	**(118,225)**	(14,100)	(13.54%)	▼
Other expenditure		(128,939)	(128,939)	(32,224)	**(9,632)**	22,592	70.11%	▲
Loss on disposal of assets	7	(34,996)	(34,996)	0	**0**	0	0.00%	
Loss on LG house Trust - Non cash		0	0	0	**0**	0	0.00%	
		(9,082,263)	**(9,082,263)**	**(2,315,212)**	**(1,968,692)**	346,520	(14.97%)	
Non-cash amounts excluded from operating activities	1(a)	2,615,714	2,615,714	645,123	**661,870**	16,747	2.60%	
Amount attributable to operating activities		**(470,891)**	**(470,891)**	2,562,566	**2,853,645**	291,079	11.36%	
INVESTING ACTIVITIES								
Inflows from investing activities								
Proceeds from capital grants, subsidies and contributions	14	2,277,477	2,277,477	569,362	**44,695**	(524,667)	(92.15%)	▼
Proceeds from disposal of assets	7	20,000	20,000	0	**0**	0	0.00%	
Proceeds from financial assets at amortised cost - self supporting loans	9	34,355	34,355	0	**0**	0	0.00%	
		2,331,832	**2,331,832**	**569,362**	**44,695**	(524,667)	(92.15%)	
Outflows from investing activities								
Payments for inventories, property, plant and equipment and infrastructure	8	(6,163,393)	(6,163,393)	(1,633,276)	**(520,007)**	1,113,269	68.16%	▲
Payments for financial assets at amortised cost - self supporting loans	9	0	0	0	**0**	0	0.00%	
		(6,163,393)	(6,163,393)	(1,633,276)	**(520,007)**	1,113,269	(68.16%)	▲
		(3,831,561)	**(3,831,561)**	**(1,063,914)**	**(475,312)**	588,602	(55.32%)	▲
Non-cash amounts excluded from investing activities	1(b)	0	0	0	**0**	0	0.00%	
Amount attributable to investing activities		**(3,831,561)**	**(3,831,561)**	**(1,063,914)**	**(475,312)**	588,602	(55.32%)	▲
FINANCING ACTIVITIES								
Inflows from financing activities								
Proceeds from new debentures	9	0	0	0	**0**	0	0.00%	
Transfer from reserves	11	3,498,298	3,498,298	0	**0**	0	0.00%	
Transfer from Restricted Cash - Other						0	0.00%	
		3,498,298	**3,498,298**	**0**	**0**	0	0.00%	
Outflows from financing activities								
Repayment of borrowings	9	(171,874)	(171,874)	(26,044)	**(25,755)**	289	1.11%	
Payments for principal portion of lease liabilities	10	(1,677)	(1,677)	0	**0**	0	0.00%	
Transfer to reserves	11	(1,446,403)	(1,446,403)	0	**0**	0	0.00%	
Transfer to Restricted Cash - Other						0	0.00%	
		(1,619,954)	(1,619,954)	(26,044)	**(25,755)**	289	(1.11%)	
Amount attributable to financing activities		**1,878,344**	**1,878,344**	**(26,044)**	**(25,755)**	289	(1.11%)	
MOVEMENT IN SURPLUS OR DEFICIT								
Net current assets at start of financial year - surplus/(deficit)	1(c)	2,424,108	2,424,108	2,424,108	**2,467,193**	43,085	1.78%	
Amount attributable to operating activities		(470,891)	(470,891)	2,562,566	**2,853,645**	291,079	11.36%	
Amount attributable to investing activities		(3,831,561)	(3,831,561)	(1,063,914)	**(475,312)**	588,602	(55.32%)	▲
Amount attributable to financing activities		1,878,344	1,878,344	(26,044)	**(25,755)**	289	(1.11%)	
Net current assets at end of financial year - surplus/(deficit)	1(c)	**0**	**0**	**3,896,716**	**4,819,771**	923,055	(23.69%)	▲

KEY INFORMATION

▲▼ Indicates a variance between Year to Date (YTD) Budget and YTD Actual data as per the adopted materiality threshold.

Refer to Note 17 for an explanation of the reasons for the variance.

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

KEY TERMS AND DESCRIPTIONS

FOR THE PERIOD ENDED 30 SEPTEMBER 2026

STATUTORY REPORTING PROGRAMS

Shire operations as disclosed in these financial statements encompass the following service orientated activities/programs.

PROGRAM NAME AND OBJECTIVES	ACTIVITIES
GOVERNANCE	
To provide a decision making process for the efficient allocation of scarce resources.	Administration and operations of facilities and services to members of Council. Other costs that relate to the tasks of assisting elected members and ratepayers on matters which do not concern specific council services.
GENERAL PURPOSEFUNDING	
To collect revenue to allow for the provision of services.	Rates, general purpose grants and interest revenue.
LAW, ORDER, PUBLIC SAFETY	
To provide services to help ensure a safer community.	Supervision of various by-laws, fire prevention, emergency services and animal control.
HEALTH	
To provide an operational framework for good community health.	Inspection of food outlets and their control, provision of meat inspection services, noise control and waste disposal compliance.
EDUCATION AND WELFARE	
The Shire of Brookton provides low cost housing and Seniors accommodation units.	Support and provide assistance to senior citizens and other voluntary services.
HOUSING	
Provision and maintenance of rental housing to staff and non-staff tenants.	Provision and maintenance of rental housing to staff and non-staff tenants.
COMMUNITY AMENITIES	
Provision and maintenance of a sewerage overflow system; street; household and commercial refuse collection; refuse disposal site; administration of a town planning scheme; public conveniences and Brookton cemetery.	Rubbish collection services, operation of rubbish disposal sites, litter control, construction and maintenance of urban storm water drains, protection of the environment and administration of town planning scheme, cemetery and public conveniences
RECREATION AND CULTURE	
To establish and manage efficiently infrastructure and resources which will help the social well To establish and manage efficiently infrastructure and resources which will help the social well being of the community.	Maintenance of halls, aquatic centre, recreation centre and reserves, parks and gardens, library service, cultural and heritage services and facilities.
TRANSPORT	
Construction and maintenance of RAV network including traffic signs, footpaths, bridges, culverts and other drains, street cleaning and lighting of streets. Townscape projects and the maintenance of a works depot.	Construction and maintenance of roads, streets, footpaths, depots, cycle ways, parking facilities and traffic control. Cleaning of streets and maintenance of street trees, street lighting etc.
ECONOMIC SERVICES	
Tourism and promotion of Brookton, operation of Brookton Caravan Park, Brookton Community Resource Centre, building control and land care development of the Brookton district.	Tourism and area promotion including the maintenance and operation of a caravan park. Provision of rural services including weed control, vermin control and stand pipes. Building control.
OTHER PROPERTY AND SERVICES	
Private works and indirect cost allocation pools for plant operation and public works.	Private works operations, public works operation, plant operation costs, gross salaries and wages.

STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 SEPTEMBER 2026

BY PROGRAM

	Note	Adopted Annual Budget	Amended Annual Budget (d)	YTD Budget (a)	YTD Actual (b)	Var. $ (b)-(a)	Var. % (b)-(a)/(a)	Var. ▲▼	Significant Var. S
		$	$	$	$	$	%		
OPERATING ACTIVITIES									
Revenue from operating activities									
Governance		5,010	5,010	249	30	(219)	(87.98%)	▼	
General Purpose Funding - Rates	6	3,457,408	3,457,408	3,457,408	3,417,130	(40,278)	(1.16%)	▼	
General Purpose Funding - Other		636,145	636,145	(132,159)	(148,137)	(15,978)	12.09%	▼	
Law, Order and Public Safety		350,373	350,373	86,460	27,366	(59,094)	(68.35%)	▼	S
Health		300	300	75	120	45	60.01%	▲	
Education and Welfare		62,780	62,780	15,693	17,012	1,319	8.40%	▲	
Housing		136,186	136,186	22,995	31,462	8,467	36.82%	▲	
Community Amenities		496,905	496,905	472,682	480,226	7,544	1.60%	▲	
Recreation and Culture		36,769	36,769	6,219	7,311	1,092	17.56%	▲	
Transport		150,482	150,482	140,982	140,982	0	0.00%		
Economic Services		548,136	548,136	133,266	144,254	10,988	8.25%	▲	
Other Property and Services		115,164	115,164	28,785	42,712	13,927	48.38%	▲	S
		5,995,658	5,995,658	4,232,655	4,160,467	(72,188)	(1.71%)	▼	
Expenditure from operating activities									
Governance		(819,141)	(819,141)	(233,809)	(142,001)	91,808	39.27%	▲	S
General Purpose Funding		(531,881)	(531,881)	(132,069)	(100,922)	31,147	23.58%	▲	S
Law, Order and Public Safety		(653,383)	(653,383)	(171,261)	(176,591)	(5,330)	(3.11%)	▼	
Health		(24,674)	(24,674)	(6,692)	(5,391)	1,301	19.44%	▲	
Education and Welfare		(135,458)	(135,458)	(34,536)	(67,938)	(33,402)	(96.72%)	▼	S
Housing		(190,236)	(190,236)	(48,973)	(36,955)	12,018	24.54%	▲	S
Community Amenities		(851,729)	(851,729)	(219,614)	(166,741)	52,873	24.08%	▲	S
Recreation and Culture		(1,257,789)	(1,257,789)	(282,575)	(206,771)	75,804	26.83%	▲	S
Transport		(3,594,993)	(3,594,993)	(897,890)	(854,924)	42,966	4.79%	▲	
Economic Services		(966,218)	(966,218)	(236,723)	(175,019)	61,704	26.07%	▲	S
Other Property and Services		(56,761)	(56,761)	(51,070)	(35,438)	15,632	30.61%	▲	S
		(9,082,263)	(9,082,263)	(2,315,212)	(1,968,692)	346,520	14.97%	▲	
Non-cash amounts excluded from operating activities	1(a)	2,615,714	2,615,714	645,123	661,870	16,747	2.60%		
Amount attributable to operating activities		(470,891)	(470,891)	2,562,566	2,853,645	291,079	11.36%		
INVESTING ACTIVITIES									
Inflows from investing activities									
Proceeds from capital grants, subsidies and contributions	14	2,277,477	2,277,477	569,362	44,695	(524,667)	(92.15%)	▼	S
Proceeds from Disposal of Assets	7	20,000	20,000	0	0	0			
Proceeds from financial assets at amortised cost - self supporting loans	9	34,355	34,355	0	0	0			
		2,331,832	2,331,832	569,362	44,695	(524,667)	(92.15%)	▼	
Outflows from investing activities									
Payments for inventories, property, plant and equipment and infrastructure	8	(6,163,393)	(6,163,393)	(1,633,276)	(520,007)	1,113,269	68.16%	▲	S
		(6,163,393)	(6,163,393)	(1,633,276)	(520,007)	1,113,269	(68.16%)	▲	
Amount attributable to investing activities		(3,831,561)	(3,831,561)	(1,063,914)	(475,312)	588,602	(55.32%)	▲	
FINANCING ACTIVITIES									
Inflows from financing activities									
Transfer from Reserves	11	3,498,298	3,498,298	0	0	0			
		3,498,298	3,498,298	0	0	0			
Outflows from financing activities									
Repayment of borrowings	9	(171,874)	(171,874)	(26,044)	(25,755)	289	1.11%	▲	
Payments for principal portion of lease liabilities	10	(1,677)	(1,677)	0	0	0			
Transfer to Reserves	11	(1,446,403)	(1,446,403)	0	0	0			
		(1,619,954)	(1,619,954)	(26,044)	(25,755)	289	(1.11%)	▲	
Amount attributable to financing activities		1,878,344	1,878,344	(26,044)	(25,755)	289	(1.11%)	▲	
MOVEMENT IN SURPLUS OR DEFICIT									
Net current assets at start of financial year - surplus/(deficit)	1	2,424,108	2,424,108	2,424,108	2,467,193	43,085	1.78%	▲	
Amount attributable to operating activities		(470,891)	(470,891)	2,562,566	2,853,645	291,079	11.36%		
Amount attributable to investing activities		(3,831,561)	(3,831,561)	(1,063,914)	(475,312)	588,602	(55.32%)	▲	
Amount attributable to financing activities		1,878,344	1,878,344	(26,044)	(25,755)	289	(1.11%)		
Net current assets at end of financial year - surplus/(deficit)	1	0	0	3,896,716	4,819,771	923,055	(23.69%)	▲	

KEY INFORMATION

▲▼ Indicates a variance between Year to Date (YTD) Budget and YTD Actual data as per the adopted materiality threshold.
Refer to Note 17 for an explanation of the reasons for the variance.
The material variance adopted by Council for the 2026/27 year is $10,000 and 10%.

This statement is to be read in conjunction with the accompanying Financial Statements and notes.

BASIS OF PREPARATION

The financial report has been prepared in accordance with Australian Accounting Standards (as they apply to local governments and not-for-profit entities) and interpretations of the Australian Accounting Standards Board, and the *Local Government Act 1995* and accompanying Regulations.

The *Local Government Act 1995* and accompanying Regulations take precedence over Australian Accounting Standards where they are inconsistent.

The *Local Government (Financial Management) Regulations 1996* specify that vested land is a right-of-use asset to be measured at cost, and is considered a zero cost concessionary lease. All right-of-use assets under zero cost concessionary leases are measured at zero cost rather than at fair value, except for vested improvements on concessionary land leases such as roads, buildings or other infrastructure which continue to be reported at fair value, as opposed to the vested land which is measured at zero cost. The measurement of vested improvements at fair value is a departure from AASB 16 which would have required the Shire to measure any vested improvements at zero cost.

Accounting policies which have been adopted in the preparation of this financial report have been consistently applied unless stated otherwise. Except for cash flow and rate setting information, the financial report has been prepared on the accrual basis and is based on historical costs, modified, where applicable, by the measurement at fair value of selected non-current assets, financial assets and liabilities.

THE LOCAL GOVERNMENT REPORTING ENTITY

All funds through which the Shire controls resources to carry on its functions have been included in the financial statements forming part of this financial report.

All monies held in the Trust Fund are excluded from the financial statements. A separate statement of those monies appears at Note 15 to these financial statements.

SIGNIFICANT ACCOUNTING POLICES

CRITICAL ACCOUNTING ESTIMATES

The preparation of a financial report in conformity with Australian Accounting Standards requires management to make judgements, estimates and assumptions that effect the application of policies and reported amounts of assets and liabilities, income and expenses.

The estimates and associated assumptions are based on historical experience and various other factors believed to be reasonable under the circumstances; the results of which form the basis of making the judgements about carrying values of assets and liabilities not readily apparent from other sources.
Actual results may differ from these estimates.

The balances, transactions and disclosures impacted by accounting estimates are as follows:
- estimation of fair values of certain financial assets
- estimation of fair values of fixed assets shown at fair value
- impairment of financial assets

GOODS AND SERVICES TAX

Revenues, expenses and assets are recognised net of the amount of GST, except where the amount of GST incurred is not recoverable from the Australian Taxation Office (ATO). Receivables and payables are stated inclusive of GST receivable or payable. The net amount of GST recoverable from, or payable to, the ATO is included with receivables or payables in the statement of financial position.
Cash flows are presented on a gross basis. The GST components of cash flows arising from investing or financing activities which are recoverable from, or payable to, the ATO are presented as operating cash flows.

ROUNDING OFF FIGURES

All figures shown in this statement are rounded to the nearest dollar.

PREPARATION TIMING AND REVIEW

Date prepared: All known transactions up to 30 September 2026

NOTE 1
STATEMENT OF FINANCIAL ACTIVITY INFORMATION

(a) Non-cash items excluded from operating activities

The following non-cash revenue and expenditure has been excluded from operating activities within the Statement of Financial Activity in accordance with *Financial Management Regulation 32* .

Non-cash items excluded from operating activities	Notes	Adopted Budget	Amended Budget	YTD Budget (a)	YTD Actual (b)
		$	$	$	$
Adjustments to operating activities					
Add: Loss on asset disposals	7	34,996	34,996	0	0
Add: Depreciation on assets		2,580,718	2,580,718	645,123	661,870
Total non-cash items excluded from operating activities		**2,615,714**	**2,615,714**	**645,123**	**661,870**

(b) Adjustments to net current assets in the Statement of Financial Activity

The following current assets and liabilities have been excluded from the net current assets used in the Statement of Financial Activity in accordance with *Financial Management Regulation 32* to agree to the surplus/(deficit) after imposition of general rates.		Adopted Budget Opening 30 June 2026	Amended Budget Opening 30 June 2026	Last Year Closing 30 June 2026	Year to Date 30 September 2026
Adjustments to net current assets					
Less: Reserves - restricted cash	11	(12,989,417)	(12,989,417)	(12,989,417)	(12,989,417)
Less: - Financial assets at amortised cost - self supporting loans	4	(34,355)	(34,355)	(34,355)	(34,355)
Add: Borrowings	9	171,874	171,874	171,874	146,119
Add: Lease liabilities	10	1,677	1,677	1,677	1,677
Total adjustments to net current assets		**(12,850,221)**	**(12,850,221)**	**(12,850,221)**	**(12,875,976)**

(c) Net current assets used in the Statement of Financial Activity

Current assets					
Cash and cash equivalents	2	2,639,462	2,639,462	2,639,462	4,905,878
Financial assets at amortised cost	4	12,989,417	12,989,417	12,989,417	10,663,519
Rates receivables	3	241,461	241,461	241,461	2,954,065
Receivables	3	242,293	242,293	239,423	162,264
Other current assets	4	101,416	101,416	112,169	109,126
Less: Current liabilities					
Payables	5	(233,429)	(233,429)	(233,430)	(210,467)
Borrowings	9	(171,874)	(171,874)	(171,874)	(146,119)
Contract liabilities	12	(130,512)	(130,512)	(95,309)	(338,614)
Lease liabilities	10	(1,677)	(1,677)	(1,677)	(1,677)
Provisions	12	(402,228)	(402,228)	(402,228)	(402,228)
Less: Total adjustments to net current assets	1(b)	(12,850,221)	(12,850,221)	(12,850,221)	(12,875,976)
Closing funding surplus / (deficit)		**2,424,108**	**2,424,108**	**2,467,193**	**4,819,771**

CURRENT AND NON-CURRENT CLASSIFICATION

In the determination of whether an asset or liability is current or non-current, consideration is given to the time when each asset or liability is expected to be settled. Unless otherwise stated assets or liabilities are classified as current if expected to be settled within the next 12 months, being the Council's operational cycle.

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD ENDED 30 SEPTEMBER 2026

NOTE 1

STATEMENT OF FINANCIAL ACTIVITY INFORMATION (ALTERNATE PRESENTATION)

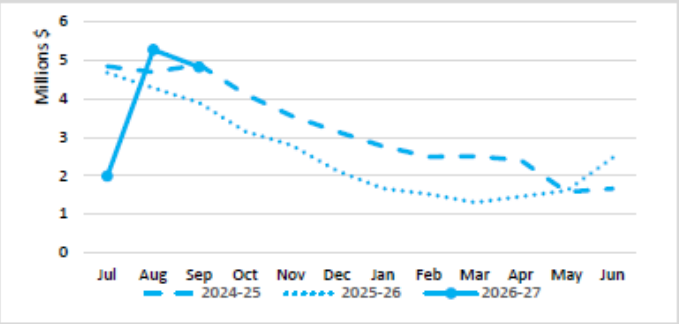
Adjusted Net Current Assets	Note	Last Years Closing 30/06/2026	This Time Last Year 30/09/2025	Year to Date Actual 30/09/2026
		$	$	$
Current Assets				
Cash Unrestricted	2	2,639,462	3,292,412	2,579,979
Cash Restricted - Reserves	2	12,989,417	12,617,455	12,989,417
Receivables - Rates	3	241,461	1,001,396	2,954,065
Receivables - Other	3	239,423	294,897	162,264
Other Financial Assets	4	34,355	32,086	34,355
Other Assets Other Than Inventories	4	11,952	0	10,753
Inventories	4	65,862	52,545	64,018
		16,221,932	**17,290,791**	**18,794,852**
Less: Current Liabilities				
Payables	5	(212,730)	(101,322)	(186,276)
Contract Liabilities/Capital Grant and Contribution Liabilities	12	(95,309)	(246,867)	(338,614)
Bonds & Deposits	5	(20,700)	(20,477)	(24,191)
Loan and Lease Liability	9	(173,551)	(169,416)	(147,796)
Provisions	12	(402,228)	(372,824)	(402,228)
		(904,517)	**(910,906)**	**(1,099,104)**
Less: Cash Reserves	11	(12,989,417)	(12,617,455)	(12,989,417)
Add Back: Loan and Lease Liability		173,551	169,416	147,796
Less : Loan Receivable - clubs/institutions		(34,355)	(32,086)	(34,355)
Net Current Funding Position		**2,467,193**	**3,899,760**	**4,819,771**

SIGNIFICANT ACCOUNTING POLICIES

Please see Note 1(a) for information on significant accounting polices relating to Net Current Assets.

KEY INFORMATION

The amount of the adjusted net current assets at the end of the period represents the actual surplus (or deficit if the figure is a negative) as presented on the Rate Setting Statement.



This Year YTD Surplus(Deficit)
$4.82 M

Last Year YTD Surplus(Deficit)
$3.9 M

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD ENDED 30 SEPTEMBER 2026

OPERATING ACTIVITIES
NOTE 2
CASH AND FINANCIAL ASSETS

Description	Classification	Unrestricted	Restricted	Total Cash	Trust	Institution	Interest Rate	Maturity Date
		$	$	$	$			
Cash on hand								
Cash Floats	Cash and cash equivalents	550		550		N/A	NIL	On hand
At Call Deposits								
Municipal Cash At Bank	Cash and cash equivalents	960,730		960,730		Bendigo	0.00%	N/A
Municipal Cash At Bank (Cash Management A/C)	Cash and cash equivalents	1,097,738		1,097,738		Bendigo	1.25%	N/A
Municipal Term Deposit	Cash and cash equivalents	500,000		500,000		WATC	4.55%	OCD
Bond Cash At Bank	Cash and cash equivalents	20,961		20,961		Bendigo	0.00%	N/A
Term Deposits								
Reserves Cash At Bank	Cash and cash equivalents		2,325,899	2,325,899		Bendigo	3.00%	20/12/2026
Reserves Cash At Bank	Financial assets at amortised cost		10,663,519	10,663,519		WATC	4.7261%	15/12/2026
Total		**2,579,979**	**12,989,417**	**15,569,397**	**0**			
Comprising								
Cash and cash equivalents		2,579,979	2,325,898	4,905,878	0			
Financial assets at amortised cost		0	10,663,519	10,663,519	0			
		2,579,979	**12,989,417**	**15,569,397**	**0**			

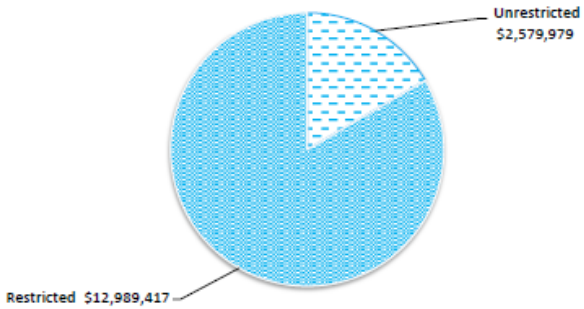
KEY INFORMATION

Cash and cash equivalents include cash on hand, cash at bank, deposits available on demand with banks and other short term highly liquid investments with original maturities of three months or less that are readily convertible to known amounts of cash and which are subject to an insignificant risk of changes in value. Bank overdrafts are reported as short term borrowings in current liabilities in the statement of net current assets.

The local government classifies financial assets at amortised cost if both of the following criteria are met:

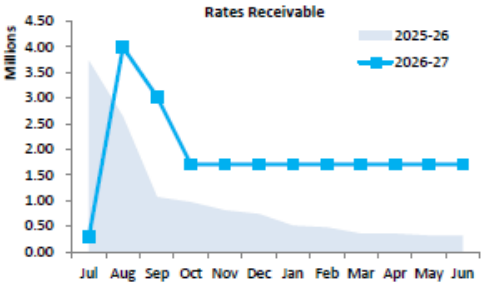
- the asset is held within a business model whose objective is to collect the contractual cashflows, and
- the contractual terms give rise to cash flows that are solely payments of principal and interest.

Financial assets at amortised cost held with registered financial institutions are listed in this note other financial assets at amortised cost are provided in Note 4 - Other assets.



OPERATING ACTIVITIES
NOTE 3
RECEIVABLES

Rates receivable	30 Jun 2026	30 Sep 2026
	$	$
Opening arrears previous years	221,097	313,061
Levied this year	3,502,934	3,653,278
Less - collections to date	(3,410,970)	(940,673)
Gross rates collectable	313,061	3,025,665
Net rates collectable	**313,061**	**3,025,665**
% Collected	91.6%	23.7%



Receivables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	$	$	$	$	$	$
Receivables - general	(369)	22,480	553	0	11,535	34,198
Percentage	(1.1%)	65.7%	1.6%	0%	33.7%	
Balance per trial balance						
Sundry receivable						34,198
GST receivable						23,971
Other Receivables						48,735
Receivable - Employee Related Provisions - Current						55,361
Total receivables general outstanding						162,264

Amounts shown above include GST (where applicable)

KEY INFORMATION

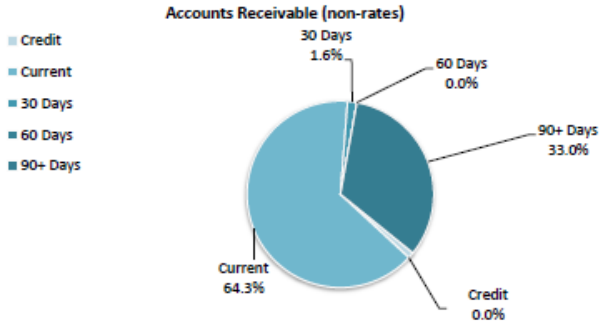
Trade and other receivables include amounts due from ratepayers for unpaid rates and service charges and other amounts due from third parties for goods sold and services performed in the ordinary course of business.

Trade receivables are recognised at original invoice amount less any allowances for uncollectable amounts (i.e. impairment). The carrying amount of net trade receivables is equivalent to fair value as it is due for settlement within 30 days.

Classification and subsequent measurement

Receivables which are generally due for settlement within 30 days except rates receivables which are expected to be collected within 12 months are classified as current assets. All other receivables such as, deferred pensioner rates receivable after the end of the reporting period are classified as non-current assets.

Trade and other receivables are held with the objective to collect the contractual cashflows and therefore the Shire measures them subsequently at amortised cost using the effective interest rate method.



OPERATING ACTIVITIES
NOTE 4
OTHER CURRENT ASSETS

Other current assets	Opening Balance 1 July 2026	Asset Increase	Asset Reduction	Closing Balance 30 September 2026
	$	$	$	$
Other financial assets at amortised cost				
Financial assets at amortised cost - self supporting loans	34,355	0	0	34,355
Inventory				
Fuel and materials (including gravel)	65,862	0	(1,844)	64,018
Accrued income/prepayments	1,199	0	(1,199)	0
Contract assets				
Contract assets	10,753	0	0	10,753
Total other current assets	112,169	0	(3,043)	109,126

Amounts shown above include GST (where applicable)

KEY INFORMATION

Other financial assets at amortised cost

The Shire classifies financial assets at amortised cost if both of the following criteria are met:
- the asset is held within a business model whose objective is to collect the contractual cashflows, and
- the contractual terms give rise to cash flows that are solely payments of principal and interest.

Inventory

Inventories are measured at the lower of cost and net realisable value.
Net realisable value is the estimated selling price in the ordinary course of business less the estimated costs of completion and the estimated costs necessary to make the sale.

Contract assets

A contract asset is the right to consideration in exchange for goods or services the entity has transferred to a customer when that right is conditioned on something other than the passage of time.

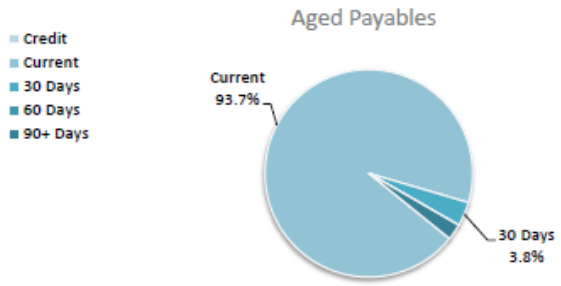
OPERATING ACTIVITIES
NOTE 5
PAYABLES

Payables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	$	$	$	$	$	$
Payables - general	0	37,880	1,529	0	1,011	40,420
Percentage	0%	93.7%	3.8%	0%	2.5%	
Balance per trial balance						
Sundry creditors						40,420
Other creditors						60,362
ATO liabilities						7,458
Payroll creditors						63,156
Bonds and deposits held						24,191
Prepaid (Excess) Rates						5,487
Total payables general outstanding						210,467

Amounts shown above include GST (where applicable)

KEY INFORMATION

Trade and other payables represent liabilities for goods and services provided to the Shire prior to the end of the period that are unpaid and arise when the Shire becomes obliged to make future payments in respect of the purchase of these goods and services. The amounts are unsecured, are recognised as a current liability and are normally paid within 30 days of recognition. The carrying amounts of trade and other payables are considered to be the same as their fair values, due to their short-term nature.



OPERATING ACTIVITIES
NOTE 6
RATE REVENUE

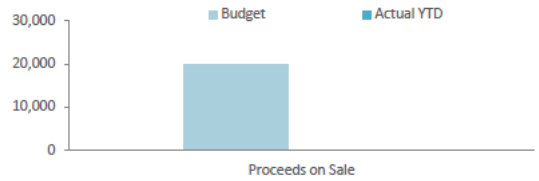
General rate revenue		Budget						YTD Actual			
		Rate in $ (cents)	Number of Properties	Rateable Value	Rate Revenue	Interim Rate	Back Rate	Total Revenue	Rate Revenue	Interim Rates	Back Rates	Total Revenue
RATE TYPE					$	$	$	$	$	$	$	$
Gross rental value												
Residential		0.076516	260	5,068,920	387,853	0	0	387,853	387,853.46	0	0	**387,853**
Industrial		0.076516	5	106,990	8,186	0	0	8,186	8,186.46	0	0	**8,186**
Commercial		0.076516	18	903,650	69,144	0	0	69,144	69,143.69	0	0	**69,144**
GRV		0.076516	2	387,500	29,650	0	0	29,650	29,649.95	0	0	**29,650**
Unimproved value												
Unimproved		0.005010	200	456,618,000	2,287,656	0	0	2,287,656	2,287,656.18	0	0	**2,287,656**
Sub-Total			**485**	**463,085,060**	**2,782,489**	**0**	**0**	**2,782,489**	**2,782,490**	**0**	**0**	**2,782,490**
Minimum payment		**Minimum $**										
Residential		1,055	71	237,058	74,905	0	0	74,905	74,905	0	0	**74,905**
Industrial		1,055	2	10,920	2,110	0	0	2,110	2,110	0	0	**2,110**
Commercial		1,055	14	93,680	14,770	0	0	14,770	14,770	0	0	**14,770**
GRV		1,055	1	8,100	1,055	0	0	1,055	1,055	0	0	**1,055**
Unimproved value												
Unimproved		1,763	173	33,301,527	304,999	0	0	304,999	304,999			**304,999**
Sub-total			**261**	**33,651,285**	**397,839**	**0**	**0**	**397,839**	**397,839**	**0**	**0**	**397,839**
			746	**496,736,345**	**3,180,328**	**0**	**0**	**3,180,328**	**3,180,329**	**0**	**0**	**3,180,329**
Concession								(1,900)				**0**
Amount from general rates								**3,178,428**				**3,180,329**
Specified area rates - Sewerage rates												
Sewerage - GRV - Rate in Dollar		0.057357	163	3,673,815	210,719	0	0	210,719	210,451	0	0	**210,451**
Sewerage Rates Minimium		775	34	190,314	26,350	0	0	26,350	26,350	0	0	**26,350**
Ex-gratia rates												
Ex-gratia rates (CBH)	Tonnage	0.106267	2	394,395	41,911	0	0	41,911				**0**
Total general rates								**3,457,408**		**0**	**0**	**3,417,130**
Total			**746**					**3,457,408**				**3,417,130**

KEY INFORMATION

Prepaid rates are, until the taxable event for the rates has occurred, refundable at the request of the ratepayer. Rates received in advance give rise to a financial liability. On 1 July 2026 the prepaid rates were recognised as a financial asset and a related amount was recognised as a financial liability and no income was recognised. When the taxable event occurs the financial liability is extinguished and income recognised for the prepaid rates that have not been refunded.

OPERATING ACTIVITIES
NOTE 7
DISPOSAL OF ASSETS

		Budget				YTD Actual			
Asset Ref.	Asset description	Net Book Value	Proceeds	Profit	(Loss)	Net Book Value	Proceeds	Profit	(Loss)
		$	$	$	$	$	$	$	$
	Plant and equipment								
	Transport								
PT15	HINO 300 SERIES-BO5593	54,996	20,000	0	(34,996)	0	0	0	0
		54,996	**20,000**	**0**	**(34,996)**	**0**	**0**	**0**	**0**



INVESTING ACTIVITIES
NOTE 8
CAPITAL ACQUISITIONS

Capital acquisitions	Adopted Budget	Amended Budget	YTD Budget	YTD Actual	YTD Actual Variance
	$	$	$	$	$
Buildings	2,667,224	2,667,224	725,797	395,281	(330,516)
Furniture and equipment	80,150	80,150	44,160	11	(44,149)
Plant and equipment	590,000	590,000	147,498	0	(147,498)
Infrastructure - roads	2,535,403	2,535,403	633,833	124,715	(509,118)
Infrastructure - footpaths	54,932	54,932	13,728	0	(13,728)
Infrastructure - parks and gardens	12,457	12,457	12,457	0	(12,457)
Infrastructure - sewerage	223,227	223,227	55,803	0	(55,803)
Payments for Capital Acquisitions	**6,163,393**	**6,163,393**	**1,633,276**	**520,007**	**(1,113,269)**
Capital Acquisitions Funded By:					
	$	$	$	$	$
Capital grants and contributions	2,277,477	2,277,477	518,748	44,695	(474,053)
Other (disposals & C/Fwd)	20,000	20,000	0	0	0
Plant and Vehicle Reserve	590,000	590,000	0	0	0
Furniture & Equipment Reserve	179,098	179,098	0	0	0
Sewerage Scheme Reserve	158,160	158,160	0	0	0
Building and Facility Reserve	963,500	963,500	0	0	0
Waste Reserve	43,000	43,000	0	0	0
Innovations & Development Reserve	1,564,540	1,564,540	0	0	0
Contribution - operations	367,618	367,618	1,114,528	475,312	(639,216)
Capital funding total	**6,163,393**	**6,163,393**	**1,633,276**	**520,007**	**(1,113,269)**

SIGNIFICANT ACCOUNTING POLICIES

Each class of fixed assets within either plant and equipment or infrastructure, is carried at cost or fair value as indicated less, where applicable, any accumulated depreciation and impairment losses.

Assets for which the fair value as at the date of acquisition is under $5,000 are not recognised as an asset in accordance with *Financial Management Regulation 17A (5)* . These assets are expensed immediately.

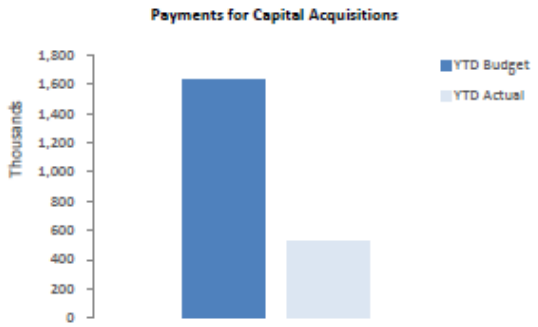
Where multiple individual low value assets are purchased together as part of a larger asset or collectively forming a larger asset exceeding the threshold, the individual assets are recognised as one asset and capitalised.

Initial recognition and measurement for assets held at cost

Plant and equipment including furniture and equipment is recognised at cost on acquisition in accordance with *Financial Management Regulation 17A*. Where acquired at no cost the asset is initially recognise at fair value. Assets held at cost are depreciated and assessed for impairment annually.

Initial recognition and measurement between mandatory revaluation dates for assets held at fair value

In relation to this initial measurement, cost is determined as the fair value of the assets given as consideration plus costs incidental to the acquisition. For assets acquired at zero cost or otherwise significantly less than fair value, cost is determined as fair value at the date of acquisition. The cost of non-current assets constructed by the Shire includes the cost of all materials used in construction, direct labour on the project and an appropriate proportion of variable and fixed overheads.



INVESTING ACTIVITIES
NOTE 8
CAPITAL ACQUISITIONS (CONTINUED)

Capital expenditure total

Level of completion indicators

0%
20%
40%
60%
80%
100%
Over 100%

Percentage Year to Date Actual to Annual Budget expenditure where the expenditure over budget highlighted in red.

Level of completion indicator, please see table at the end of this note for further detail.

Account Number	Job Number	Balance Sheet Category	Account/Job Description	Adopted Budget	Amended Budget	YTD Budget	YTD Actual	Variance (Under)/Over
				$	$	$	$	$
Buildings								
Housing								
E091511	SHCOSFC3	9230	HOUSING PROGRAM ADDITIONAL STAFF HOUSING	(500,000)	(500,000)	(250,000)	0	(250,000)
E092510	RLANDCAP	9230	PURCHASE ADDITIONAL RESIDENTIAL LAND - STOCK	(45,000)	(45,000)	(11,250)	0	(11,250)
Total - Housing				(545,000)	(545,000)	(261,250)	0	(261,250)
Community Amenities								
E105510	CEMECAP	9230	CEMETERY NEW NICHE WALL AND SHELTER	(49,000)	(49,000)	(12,249)	(29,482)	17,233
E101510	TIPCAP	9230	LANDFILL GROUND WATER MONITORING BORES	(43,000)	(43,000)	0	0	0
Total - Community Amenities				(92,000)	(92,000)	(12,249)	(29,482)	17,233
Recreation And Culture								
E111512	KWHCAP	9230	KWEDA HALL - RENEWAL	(8,500)	(8,500)	(2,124)	0	(2,124)
E111511	MHALLSFC	9230	MEMORIAL HALL RENEWALS	(100,000)	(100,000)	0	0	0
E112510	POOLCAP	9230	POOL - CAPITAL	(229,500)	(229,500)	(32,124)	0	(32,124)
E112510	STBLOC	9230	STARTING BLOCKS - POOL	(20,000)	(20,000)	0	0	0
E115510	RWSTCAP	9230	RAILWAY STATION BUILDING REFURBISHMENT	(1,582,224)	(1,582,224)	(395,556)	(365,799)	(29,757)
E112510	POOLFP	9230	FOOTPATHS BROOKTON AQUATIC CENTRE	(20,000)	(20,000)	(4,998)	0	(4,998)
Total - Recreation And Culture				(1,960,224)	(1,960,224)	(434,802)	(365,799)	(69,003)
Economic Services								
E132510		9230	PURCHASE BUILDINGS	(20,000)	(20,000)	(4,998)	0	(4,998)
E136510	INDLCAP	9230	LAND FOR BROOKTON COMMERCIAL/INDUSTRIAL HUB	(50,000)	(50,000)	(12,498)	0	(12,498)
Total - Economic Services				(70,000)	(70,000)	(17,496)	0	(17,496)
				0	0	0	0	0
Total - Buildings				(2,667,224)	(2,667,224)	(725,797)	(395,281)	(330,516)
Plant & Equipment								
Community Amenities								
Total - Community Amenities				0	0	0	0	0
Other Property & Services								
E143530	PTA21	9234	PURCHASE P&E - REPLACEMENT PT15 TRUCK	(100,000)	(100,000)	(24,999)	0	(24,999)
E143530	PLA8	9234	PURCHASE P&E - NEW LOADER	(360,000)	(360,000)	(90,000)	0	(90,000)
E143530	PTA22	9234	PURCHASE P&E - NEW TRACTOR	(130,000)	(130,000)	(32,499)	0	(32,499)
Total - Other Property & Services				(590,000)	(590,000)	(147,498)	0	(147,498)
Total - Plant & Equipment				(590,000)	(590,000)	(147,498)	0	(147,498)
Furniture & Equipment								
Governance								
E042520	ELECCAP	9232	CAPEX - ELECTRONIC EQUIPMENT	(39,150)	(39,150)	(35,661)	0	(35,661)
Total - Governance				(39,150)	(39,150)	(35,661)	0	(35,661)
Recreation & Culture								
E115520	ARTCAP	9232	ARTWORK - PUBLIC AND VISUAL	(16,000)	(16,000)	(3,999)	(11)	(3,988)
E116520		9232	PURCHASE FURNITURE & EQUIPMENT	(18,000)	(18,000)	(4,500)	0	(4,500)
E113520		9232	PURCHASE FURNITURE & EQUIPMENT	(7,000)	(7,000)	0	0	0
Total - Recreation & Culture				(41,000)	(41,000)	(8,499)	(11)	(8,488)
Total - Furniture & Equipment				(80,150)	(80,150)	(44,160)	(11)	(44,149)
Infrastructure - Roads								
Transport								
E121555	YORKRRG	9250	YORK-WILLIAMS ROAD	(1,270,000)	(1,270,000)	(317,498)	(3,207)	(314,291)
E121555	BRKWRRG	9250	BROOKTON-KWEDA ROAD (RRG)	(865,012)	(865,012)	(216,246)	(4,286)	(211,960)
E121560	ROBIR2R	9250	ROBINSON ROAD	(85,800)	(85,800)	(21,450)	0	(21,450)
E121560	AVONR2R	9250	AVON BANK AND KORRNONG STREET	(179,037)	(179,037)	(44,754)	0	(44,754)
E121560	WILLR2R	9250	WILLS ROAD	(135,554)	(135,554)	(33,885)	(117,222)	83,337
Total - Transport				(2,535,403)	(2,535,403)	(633,833)	(124,715)	(509,118)
Total - Infrastructure - Roads				(2,535,403)	(2,535,403)	(633,833)	(124,715)	(509,118)
Infrastructure - Sewerage								
Community Amenities								
E102541	SEWPIPE	9254	SEWERAGE PIPE RELINING/UPGRADE	(94,000)	(94,000)	(23,499)	0	(23,499)
E102540	SEWEFE	9254	BROOKTON WASTEWATER (EFFLUENT) OXIDATION POND - FENCE	(103,130)	(103,130)	(25,782)	0	(25,782)
E102540	SEWEDS	9254	BROOKTON WASTEWATER (EFFLUENT) OXIDATION POND - DESLUDGING	(26,097)	(26,097)	(6,522)	0	(6,522)
Total - Community Amenities				(223,227)	(223,227)	(55,803)	0	(55,803)
Total - Infrastructure - Sewerage				(223,227)	(223,227)	(55,803)	0	(55,803)
Infrastructure - Footpaths								
Transport								
E121575	FOOT01	9252	FOOTPATH CONSTRUCTION	(54,932)	(54,932)	(13,728)	0	(13,728)
Total - Transport				(54,932)	(54,932)	(13,728)	0	(13,728)
Total - Infrastructure - Footpaths				(54,932)	(54,932)	(13,728)	0	(13,728)
Infrastructure - Parks & Gardens								
Recreation And Culture								
E111550	WBSPCAP	9256	WB EVA SPORT PAVILION	(12,457)	(12,457)	(12,457)	0	(12,457)
Total - Recreation And Culture				(12,457)	(12,457)	(12,457)	0	(12,457)
Total - Infrastructure - Parks & Gardens				(12,457)	(12,457)	(12,457)	0	(12,457)
Grand Total				(6,163,393)	(6,163,393)	(1,633,276)	(520,007)	(1,113,269)

Repayments - borrowings

Information on borrowings			New Loans			Principal Repayments			Principal Outstanding			Interest Repayments		
Particulars	Loan No.	1 July 2026	Actual	Adopted Budget	Amended Budget	Actual	Adopted Budget	Amended Budget	Actual	Adopted Budget	Amended Budget	Actual	Adopted Budget	Amended Budget
		$	$	$	$	$	$	$	$	$	$	$	$	$
Community amenities														
Effluent Loan	83	526,080	0	0	0	(25,755)	(52,088)	(52,088)	500,325	473,992	473,992	(11,816)	(26,526)	(26,526)
Recreation and culture														
Sport & Recreation	81	130,385		0	0	0	(85,431)	(85,431)	130,385	44,954	44,954	0	(8,815)	(8,815)
		656,465	0	0	0	(25,755)	(137,519)	(137,519)	630,710	518,946	518,946	(11,816)	(35,348)	(35,348)
Self supporting loans														
General purpose funding														
Country Club	82	52,432		0	0	0	(34,355)	(34,355)	52,432	50,162	50,162	0	(3,546)	(3,546)
		52,432	0	0	0	0	(34,355)	(34,355)	52,432	50,162	50,162	0	(3,546)	(3,546)
Total		708,898	0	0	0	(25,755)	(171,874)	(171,874)	683,142.84	569,108	569,108	(11,816)	(38,894)	(38,894)
Current borrowings		171,874							146,119					
Non-current borrowings		537,024							537,024					
		708,898							683,143					

All debenture repayments were financed by general purpose revenue.
Self supporting loans are financed by repayments from third parties.

Unspent borrowings

Particulars	Date Borrowed	Unspent Balance 2026	Borrowed During Year	Expended During Year	Unspent Balance 30 September 2026
		$	$	$	$
Effluent Loan	2/09/2024	61,500	0	0	61,500
		61,500	0	0	61,500

KEY INFORMATION

Borrowing costs are recognised as an expense when incurred except where they are directly attributable to the acquisition, construction or production of a qualifying asset. Where this is the case, they are capitalised as part of the cost of the particular asset until such time as the asset is substantially ready for its intended use or sale.

Fair values of borrowings are not materiallly different to their carrying amounts, since the interest payable on those borrowings is either close to current market rates or the borrowings are of a short term nature. Non-current borrowings fair values are based on discounted cash flows using a current borrowing rate.

Movement in carrying amounts

Information on leases			New Leases			Principal Repayments			Principal Outstanding			Interest Repayments		
Particulars	Lease No.	1 July 2026	Actual	Adopted Budget	Amended Budget	Actual	Adopted Budget	Amended Budget	Actual	Adopted Budget	Amended Budget	Actual	Adopted Budget	Amended Budget
		$	$	$	$	$	$	$	$	$	$	$	$	$
Community amenities														
Re-Use Water Dam	LE-03	15,847	**0**	0	0	**0**	(1,677)	(1,677)	**15,847**	14,170	14,170	**0**	(505)	(505)
Total		15,847	**0**	0	0	**0**	(1,677)	(1,677)	**15,847**	14,170	14,170	**0**	(505)	(505)
Current lease liabilities		1,677							**1,677**					
Non-current lease liabilities		14,170							**14,170**					
		15,847							**15,847**					

All lease repayments were financed by general purpose revenue.

KEY INFORMATION

At inception of a contract, the Shire assesses if the contract contains or is a lease. A contract is or contains a lease, if the contract conveys the right to control the use of an identified asset for a period of time in exchange for consideration. At the commencement date, a right of use asset is recognised at cost and lease liability at the present value of the lease payments that are not paid at that date. The lease payments are discounted using that date. The lease payments are discounted using the interest rate implicit in the lease, if that rate can be readily determined. If that rate cannot be readily determined, the Shire uses its incremental borrowing rate.

All contracts classified as short-term leases (i.e. a lease with a remaining term of 12 months or less) and leases of low value assets are recognised as an operating expense on a straight-line basis over the term of the lease.

Reserve accounts

Reserve name	Opening Balance	Budget Interest Earned	Actual Interest Earned	Budget Transfers In (+)	Actual Transfers In (+)	Budget Transfers Out (-)	Actual Transfers Out (-)	Budget Closing Balance	Actual YTD Closing Balance
	$	$	$	$	$	$	$	$	$
Furniture & Equipment Reserve	155,341	5,382	0	265,000	0	(179,098)	0	246,625	155,341
Leave Reserve	165,293	5,726	0	0	0	0	0	171,019	165,293
Sewerage Scheme Reserve	404,321	14,007	0	0	0	(158,160)	0	260,168	404,321
Plant and Vehicle Reserve	683,483	23,678	0	395,000	0	(590,000)	0	512,161	683,483
Madison Square Units Reserve	37,384	1,295	0	311	0	0	0	38,990	37,384
Brookton Community Resource Centre Re	250,368	8,674	0	0	0	0	0	259,042	250,368
Building and Facility Reserve	6,073,350	210,403	0	145,000	0	(963,500)	0	5,465,253	6,073,350
Infrastructure Reserve	535,864	18,564	0	60,935	0	0	0	615,363	535,864
Waste Reserve	841,675	29,159	0	130,157	0	(43,000)	0	957,991	841,675
Aged Housing Reserve	479,422	16,609	0	0	0	0	0	496,031	479,422
Innovations & Development Reserve	3,362,915	116,503	0	0	0	(1,564,540)	0	1,914,878	3,362,915
	12,989,417	450,000	0	996,403	0	(3,498,298)	0	10,937,522	12,989,417

OPERATING ACTIVITIES
NOTE 12
OTHER CURRENT LIABILITIES

Other current liabilities	Note	Opening Balance 1 July 2026	Liability Increase	Liability Reduction	Closing Balance 30 Sep 2026
		$	$	$	$
Other liabilities					
- Contract liabilities		50,614	0	0	50,614
- Capital grant/contribution liabilities		44,695	288,000	(44,695)	288,000
Total other liabilities		**95,309**	**288,000**	**(44,695)**	**338,614**
Employee Related Provisions					
Annual leave		175,646	0	0	175,646
Long service leave		184,456	0	0	184,456
Provision for long service leave oncosts - Current		16,615	0	0	16,615
Provision for annual leave oncosts - Current		25,511	0	0	25,511
Total Employee Related Provisions		**402,228**	**0**	**0**	**402,228**
Total other current assets		**497,536**	**288,000**	**(44,695)**	**740,842**

Amounts shown above include GST (where applicable)

A breakdown of contract liabilities and associated movements is provided on the following pages at Note 13 and 14

KEY INFORMATION

Provisions

Provisions are recognised when the Shire has a present legal or constructive obligation, as a result of past events, for which it is probable that an outflow of economic benefits will result and that outflow can be reliably measured.
Provisions are measured using the best estimate of the amounts required to settle the obligation at the end of the reporting period.

Employee Related Provisions

Short-term employee benefits

Provision is made for the Shire's obligations for short-term employee benefits. Short-term employee benefits are benefits (other than termination benefits) that are expected to be settled wholly before 12 months after the end of the annual reporting period in which the employees render the related service, including wages, salaries and sick leave. Short-term employee benefits are measured at the (undiscounted) amounts expected to be paid when the obligation is settled.
The Shire's obligations for short-term employee benefits such as wages, salaries and sick leave are recognised as a part of current trade and other payables in the calculation of net current assets.

Other long-term employee benefits

The Shire's obligations for employees' annual leave and long service leave entitlements are recognised as employee related provisions in the statement of financial position.

Long-term employee benefits are measured at the present value of the expected future payments to be made to employees. Expected future payments incorporate anticipated future wage and salary levels, durations of service and employee departures and are discounted at rates determined by reference to market yields at the end of the reporting period on government bonds that have maturity dates that approximate the terms of the obligations. Any remeasurements for changes in assumptions of obligations for other long-term employee benefits are recognised in profit or loss in the periods in which the changes occur. The Shire's obligations for long-term employee benefits are presented as non-current provisions in its statement of financial position, except where the Shire does not have an unconditional right to defer settlement for at least 12 months after the end of the reporting period, in which case the obligations are presented as current provisions.

Contract liabilities

An entity's obligation to transfer goods or services to a customer for which the entity has received consideration (or the amount is due) from the customer.

Capital grant/contribution liabilities

Grants to acquire or construct recognisable non-financial assets to identified specifications be constructed to be controlled by the Shire are recognised as a liability until such time as the Shire satisfies its obligations under the agreement.

NOTE 13
GRANTS, SUBSIDIES AND CONTRIBUTIONS

Provider	Unspent grant, subsidies and contributions liability				Grants, subsidies and contributions revenue			
	Liability 1 July 2026	Increase in Liability	Liability Reduction (As revenue)	Current Liability 30 Sep 2026	Adopted Budget Revenue	Adopted YTD Budget	Amended Annual Budget	YTD Revenue Actual
	$	$	$	$	$	$	$	$
General purpose funding								
Grants Commission - General (WALGGC)	0	0	0	**0**	215,888	53,972	215,888	**53,126**
Grants Commission - Roads (WALGGC)	0	0	0	**0**	112,277	28,069	112,277	**18,694**
Law, order, public safety	0							
DFES Grant - Fire Mitigation Activity Fund 24/25	0	0	0	**0**	109,558	27,387	109,558	**0**
DFES Grant - ESL operating Grant	0	0	0	**0**	88,320	22,080	88,320	**21,404**
Transport	0							
MRWA Direct Grant Funding	0	0	0	**0**	140,982	140,982	140,982	**140,982**
Economic services	0			**0**				
Seniors Week Event	0	0	0	**0**	1,000	0	1,000	**0**
Other Community Events Revenue	0	0	0	**0**	100	24	100	**0**
Community Christmas Party Revenue	0	0	0	**0**	2,000	0	2,000	**5,396**
Nadc (National Australia Day Council)	0	0	0	**0**	10,000	0	10,000	**0**
Youth Week Event Revenue	0	0	0	**0**	2,000	0	2,000	**0**
Grant Revenue - Stay On Your Feet	0	0	0	**0**	5,000	1,248	5,000	**0**
Grant Revenue -Dpird Crc Development Grant	0	0	0	**0**	3,000	750	3,000	**0**
Grant Revenue - Fitness Initiatives	0	0	0	**0**	5,000	1,248	5,000	**0**
Grant Revenue - End of Life Planning Capacity	614	0	0	**614**	0	0	0	**0**
CRC Operating Grant Revenue	0	0	0	**0**	127,227	31,806	127,227	**64,518**
Grant Funding The Lbw Trust Library Grant	0	0	0	**0**	2,000	498	2,000	**0**
DPIRD Regional Traineeship Program Funding	50,000	0	0	**50,000**	50,000	12,498	50,000	**0**
	50,614	**0**	**0**	**50,614**	**874,352**	**320,562**	**874,352**	**304,119**

NOTE 14
CAPITAL GRANTS, SUBSIDIES AND CONTRIBUTIONS

Provider	Capital grant/contribution liabilities				Capial grants, subsidies and contributions revenue			
	Liability 1 July 2026	Increase in Liability	Liability Reduction (As revenue)	Current Liability 30 Sep 2026	Adopted Budget Revenue	Adopted YTD Budget	Amended Annual Budget	YTD Revenue Actual
	$	$	$	$	$	$	$	$
Capital grants and subsidies								
General purpose funding								
WBDC & BPFS - Railway Station Building Refurbishment	44,695	0	(44,695)	0	44,695	11,173	44,695	44,695
Transport								
Avonbank Street - R2R Income	0	0	0	0	179,037	44,757	179,037	0
Robinson Street - R2R Income	0	0	0	0	85,800	21,450	85,800	0
Wills Road - R2R Income	0	0	0	0	135,554	33,888	135,554	0
York Williams Road RRG	0	0	0	0	1,270,000	317,499	1,270,000	0
Brookton-Kweda Road RRG	0	220,000	0	220,000	562,391	140,595	562,391	0
Bridge 3150A Aldersyde North Road (WALGGC) Income	0	68,000	0	68,000	0	0	0	0
	44,695	288,000	(44,695)	288,000	2,277,477	569,362	2,277,477	44,695

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 SEPTEMBER 2026

NOTE 15
BONDS & DEPOSITS AND TRUST FUNDS

In previous years, bonds and deposits were held as trust monies. They are still reported in this Note but also included in Restricted Cash - Bonds and Deposits and as a current liability in the books of Council.

Trust funds held at balance date which are required by legislation to be credited to the trust fund and which are not included in the financial statements are as follows:

Description	Opening Balance 1 July 2026	Amount Received	Amount Paid	Closing Balance 30 Sep 2026
	$	$	$	$
Restricted Cash - Bonds and Deposits				
Bus Bonds	1,750	711	(350)	**2,111**
Facility Hire Bonds	9,000	508	(1,008)	**8,500**
Gym Bonds	9,650	980	(280)	**10,350**
Other Bonds	300	0	(300)	**0**
Sub-Total	**20,700**	**2,199**	**(1,938)**	**20,961**
	20,700	**2,199**	**(1,938)**	**20,961**

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 SEPTEMBER 2026

NOTE 16
BUDGET AMENDMENTS

Amendments to original budget since budget adoption. Surplus/(Deficit)

GL Code	Description	Council Resolution	Classification	Non Cash Adjustment	Increase in Available Cash	Decrease in Available Cash	Amended Budget Running Balance
				$	$	$	$
	Budget adoption						
	Grants, subsidies and contributions						0
	Fees and charges						0
	Interest revenue						0
	Other revenue						0
	Employee costs						0
	Materials and contracts						0
	Utility charges						0
	Other expenditure						0
	Capital grants, subsidies and contributions						0
	Purchase of land and buildings						0
	Purchase of furniture and equipment						0
	Purchase and construction of infrastructure-roads						0
	Purchase and construction of infrastructure-footpath						0
	Purchase and construction of infrastructure-water						0
	Transfers from reserve accounts						0
				0	0	0	0

NOTE 17
EXPLANATION OF MATERIAL VARIANCES

The material variance thresholds are adopted annually by Council as an indicator of whether the actual expenditure or revenue varies from the year to date Actual materially.
The material variance adopted by Council for the 2026-27 year is $10,000 or 10.00% whichever is the greater.

				Explanation of positive variances		Explanation of negative variances	
Nature or type	Var. $	Var. %		Timing	Permanent	Timing	Permanent
	$	%					
Revenue from operating activities							
Other revenue	(27,732)	(30.25%)	▼			Various other revenue funds budgeted have yet to be received.	
Expenditure from operating activities							
Employee costs	178,614	20.19%	▲	Various Salaries & Wages expenditure accounts currently behind budget.			
Materials and contracts	126,221	22.16%	▲	Various Materials & Contract expenditure accounts currently behind budget.			
Utility charges	48,491	73.38%	▲	The budget phasing of utility expenditure is currently ahead of actual expenditure.			
Insurance expenses	(14,100)	(13.54%)	▼			Insurance premium expenditure incurred ahead of budget phasing.	
Other expenditure	22,592	70.11%	▲	The budget phasing of Other Expenditure accounts are currently ahead of actual expenditure.			
Investing activities							
Proceeds from capital grants, subsidies and contributions	(524,667)	(92.15%)	▼			Variance due to Accounting Standard AASB15 and AASB1058. Recognition of revenue happens when associated expenditure on project has occurred	
Payments for inventories, property, plant and equipment and infrastructure	1,113,269	68.16%	▲	The variance relates to capital projects expenditure being behind budget phasing (Refer to Note 8 for details)			

14.10.26.03 WRITE OF SEWERAGE CHARGES – BROOKTON UNITING CHURCH

File No:	FIN004A
Date of Meeting:	15 October 2026
Location/Address:	14 White Street, Brookton
Name of Applicant:	Brookton Uniting Church
Name of Owner:	Uniting Church
Author/s:	Stuart Billingham – Manager Corporate and Community
Authorising Officer:	Gary Sherry – Chief Executive Officer
Declaration of Interest:	The author and authorising officer do not have an interest in this item
Voting Requirements:	Absolutely Majority
Previous Report:	N/A

Summary of Report:
Council is to consider writing off the sewerage charges on the Brookton Uniting Church at 8 Richardson Street Brookton A610 for 2025/26 ($1,000) and 2026/27 ($1,000).

Description of Proposal:
The proposal is for Council to approve the write-off of the following sewerage charges associated with the Brookton Uniting Church property at 8 Richardson Street, Brookton:

- 2025/26: $1,000, raised under Invoice 12092 against Debtor 709.
- 2026/27: $1,000, raised against Assessment A610.

The total amount proposed to be written off is $2,000.

The charges relate to four toilet units recorded for the property under the Shire's sewerage charging arrangements for non-rateable properties. The building was condemned following a fire in 2023 and is intended to be demolished.

Given the circumstances, Council may consider it appropriate to write off the charges for the two financial years. This would recognise that, although the toilets remain connected and potentially usable, the church building has not been available for its intended use following the fire damage and is intended for demolition.

The write-off would apply only to the specified charges. Any future exemption from sewerage charges would be subject to confirmation that the building has been demolished, the relevant toilets have been disconnected from the sewerage scheme, and the property meets the applicable requirements for the cessation of those charges.

The Emergency Services Levy (ESL) would remain payable in accordance with the applicable requirements.

Background:
In 2023, the Brookton Uniting Church building at 8 Richardson Street, Brookton, sustained fire damage and was subsequently condemned.

In September 2025, the Shire raised Invoice 12092 against Debtor 709 for $1,000 in sewerage charges for 2025/26. The charge related to four water closet units recorded as discharging waste into the sewerage system.

In September 2026, a further charge of $1,000 was raised against Assessment A610 for 2026/27 for the same four toilet units.

If the building is demolished and the four toilets are disconnected from the sewerage scheme, the Shire would review the property's sewerage charging status and amend its records as appropriate. Any cessation of future charges would be based on the circumstances applying at that time and the relevant charging requirements.

Consultation:
The Chief Executive Officer and Shire administration have been in discussions with the Brookton Uniting Church regarding the sewerage charges and the intended demolition of the building.

Statutory Environment:
Local Government Act 1995
6.12. Power to defer, grant discounts, waive or write off debts
(2) Subject to subsection (2) and any other written law, a local government may —
(a) when adopting the annual budget, grant* a discount or other incentive for the early payment of any amount of money; or
(b) waive or grant concessions in relation to any amount of money; or
(c) write off any amount of money, which is owed to the local government.
* Absolute majority required.

Relevant Plans and Policy:
Council delegation 1.2.23 Defer, Grant Discounts, Waive or Write off Debts Chief Executive Officer:
a) Write-off a rates, service charge or sundry debt up to a value of $100 where costs of collection are considered uneconomical to Council.
b) Enter into payment agreements for rates or service charge in accordance with the Financial Hardship Policy 2.10, which only permit restructure of payments, not write off of payments. [s.6.12(1)(c) & (2)].
c) A debt may only be written off where all necessary measures have been taken to locate / contact the debtor and where costs associated with continued action to recover the debt will outweigh the net value of the debt if recovered by the Shire. Limited to individual cumulative debts of a debtor valued below $1,000. The write off of debts greater than these values must be referred for Council decision.

Financial Implications:
The Officer's Recommendation would write off sewerage charges of $2,000.00.

Risk Assessment:
The risk in relation to this matter is assessed as 'Low' on the basis that if Council does not approve the Officer's Recommendation could possibly result in consequences of minor community concern over the writ-off of these sewerage charges.

Consequence / Likelihood	Insignificant	Minor	Moderate	Major	Extreme
Almost Certain	Medium	High	High	Severe	Severe
Likely	Low	Medium	High	High	Severe
Possible	Low	Medium	Medium	High	High
Unlikely	Low	Low	Medium	Medium	High
Rare	Low	Low	Low	Low	Medium

Risk Rating	Action
LOW	Monitor for continuous improvement.
MEDIUM	Comply with risk reduction measures to keep risk as low as reasonably practical.
HIGH	Review risk reduction and take additional measures to ensure risk is as low as reasonably achievable.
SEVERE	Unacceptable. Risk reduction measures must be implemented before proceeding.

Community & Strategic Objectives:
Nil.

Comment:
In these circumstances, Council may consider it reasonable to write off the charges for 2025/26 and 2026/27. The total amount of $2,000 exceeds the Chief Executive Officer's delegated authority and therefore requires a Council decision.

OFFICER'S RECOMMENDATION

That Council authorises the write off of the:

1. 2025/26 sewerage charges of $1,000 remaining from Invoice 12092; and

2. 2026/27 sewerage charges on Assessment A610.

(Absolute majority vote required)

OCM 10.26-08
COUNCIL RESOLUTION
Moved: Cr McCabe Seconded: Cr Andretta

That Council authorises the write off of the:

1. 2025/26 sewerage charges of $1,000 remaining from Invoice 12092; and

2. 2026/27 sewerage charges on Assessment A610.

CARRIED BY ABSOLUTE MAJORITY VOTE 7/0

For: Cr Wallis, Cr McCabe, Cr Andretta, Cr Crouch, Cr Copping, Cr Harben, Cr Toop
Against: Nil

15.10.26 GOVERNANCE REPORTS

15.10.26.01 PRIVACY AND RESPONSIBLE INFORMATION SHARING AND DATA BREACH POLICIES

File No:	GOV031B
Date of Meeting:	15 October 2026
Location/Address:	14 White Street, Brookton
Name of Applicant:	Shire of Brookton
Name of Owner:	Shire of Brookton
Author/s:	Stuart Billingham – Manager Corporate and Community
Authorising Officer:	Gary Sherry – Chief Executive Officer
Declaration of Interest:	The author and authorising officer do not have an interest in this item
Voting Requirements:	Simple Majority
Previous Report:	N/A

Summary of Report:
This report seeks Council's adoption of the Privacy and Responsible Information Sharing Policy and the Data Breach Policy to establish the Shire's governance framework for handling personal information and responding to data breaches.

The policies are intended to support the Shire's compliance with the *Privacy and Responsible Information Sharing Act 2024* (WA) and provide a foundation for the procedures, staff training and organisational controls required to implement the Shire's privacy obligations.

Description of Proposal
The Shire has developed a Privacy and Responsible Information Sharing Policy and a Data Breach Policy for Council's consideration.

The proposed Privacy and Responsible Information Sharing Policy establishes the overarching principles and responsibilities for collecting, using, storing, disclosing and managing personal information held by the Shire. It is intended to apply to Councillors, employees and contracted service providers handling personal information on behalf of the Shire.

The policy establishes a framework for responsible information handling, including privacy governance, information security, the quality of personal information and the management of privacy-related complaints. It also identifies the Privacy and Responsible Information Sharing Officer as the key compliance role.

The proposed Data Breach Policy establishes the organisational framework for identifying, assessing, managing and responding to data breaches involving personal information. It is intended to support timely escalation, assessment of potential harm, appropriate notifications and the recording and review of incidents.

The two policies serve complementary purposes:

- The Privacy and Responsible Information Sharing Policy establishes the Shire's overarching privacy principles, responsibilities and governance arrangements.
- The Data Breach Policy establishes the framework for managing incidents involving the loss, unauthorised access to, disclosure of or other compromise of personal information.

Adopting the policies would establish a formal basis for the Shire's privacy governance arrangements. However, adoption alone will not ensure compliance. Supporting procedures, staff awareness, appropriate contractual provisions, records management and information technology controls will also be required.

The Data Breach Procedure has been developed in draft form to provide detailed operational guidance to employees. It is not included in the current recommendation for adoption and will require separate consideration through the Shire's implementation process.

Background:
The *Privacy and Responsible Information Sharing Act 2024* (WA) establishes a privacy and information-sharing framework for the Western Australian public sector.

The legislation introduces Information Privacy Principles governing the handling of personal information, provides for regulatory oversight by the Information Commissioner and establishes a notifiable information breach scheme. It also extends relevant privacy obligations to contracted service providers handling personal information on behalf of public authorities.

Local governments are subject to the Act's requirements and must establish appropriate arrangements for managing personal information across their operations and contracted services.

As outlined in the source material, the relevant implementation dates are:
- 1 July 2026: Commencement of enforceable Information Privacy Principles for local governments.
- 1 January 2027: Commencement of mandatory notification requirements for eligible information breaches likely to result in serious harm.

The Shire has developed the proposed policies as an initial step towards establishing the necessary governance and operational arrangements.

Further implementation work will be required to embed the policies into the Shire's day-to-day operations. This includes developing supporting procedures, providing staff awareness training, reviewing contractual arrangements and strengthening the systems used to manage information and respond to incidents.

The proposed implementation program is intended to be staged over the next 12–18 months, taking account of available resources and legislative timeframes. Given the commencement dates identified above, the work will need to prioritise any requirements that are already in effect and those commencing on 1 January 2027.

Consultation: Nil.

Statutory Environment:
The following legislation relates to this item:
- *Privacy and Responsible Information Sharing Act 2024*
- *Privacy and Other Legislation Amendment Act 2024*
- *State Records Act 2000*
- *Freedom of Information Act 1992*
- *Public Interest Disclosure Act 2003*

- *Local Government Act 1995* (WA) – Part 7, Division 1A.
- *Local Government Amendment Act 2024*.
- *Local Government (Audit) Regulations 1996*.

Relevant Plans and Policy:
- Privacy and Responsible Information Sharing Policy – proposed overarching policy for the responsible handling of personal information.
- Data Breach Policy – proposed framework for identifying, assessing and responding to data breaches.
- Data Breach Procedure – supporting operational document currently in draft form.

Financial Implications:
There are no immediate budget implications arising directly from the adoption of the two policies.

Further implementation activities may require expenditure on staff training, system enhancements, specialist advice, records management and information technology security. These costs will need to be assessed as the implementation program is developed and considered through the Shire's normal budget processes.

The staged approach will allow the Shire to prioritise mandatory compliance requirements and identify any additional resources required.

Risk Assessment:
The risk associated with failing to establish and implement an appropriate privacy governance framework is assessed as Medium, with a likelihood of Possible and a consequence of Moderate.

Failure to implement appropriate privacy and information-sharing arrangements may result in:
- Regulatory action by the Information Commissioner.
- Failure to identify, assess or notify eligible information breaches within the required timeframes.
- Legal liability and reputational damage.
- Loss of community confidence in the Shire's handling of personal information.
- Findings or recommendations arising from internal audits, the Audit and Risk Committee or external audit processes.

Adoption of the proposed policies would reduce these risks by establishing clear governance arrangements, responsibilities and an organisational framework for managing privacy and data breach matters.

The residual risk will depend on the effectiveness of the supporting procedures, staff awareness, contractual controls, records management and information technology security measures. These controls will need to be implemented and reviewed as part of the Shire's ongoing compliance program.

Consequence / Likelihood	Insignificant	Minor	Moderate	Major	Extreme
Almost Certain	Medium	High	High	Severe	Severe
Likely	Low	Medium	High	High	Severe
Possible	Low	Medium	Medium	High	High
Unlikely	Low	Low	Medium	Medium	High
Rare	Low	Low	Low	Low	Medium

Risk Rating	Action
LOW	Monitor for continuous improvement.
MEDIUM	Comply with risk reduction measures to keep risk as low as reasonably practical.
HIGH	Review risk reduction and take additional measures to ensure risk is as low as reasonably achievable.
SEVERE	Unacceptable. Risk reduction measures must be implemented before proceeding.

Community & Strategic Objectives:
The proposed policies support sound governance, legislative compliance and the responsible management of information entrusted to the Shire.

Comment:
The *Privacy and Responsible Information Sharing Act 2024* (WA) establishes obligations that require the Shire to have appropriate arrangements for protecting personal information and responding to eligible information breaches.

The proposed Privacy and Responsible Information Sharing Policy provides the overarching governance framework, while the Data Breach Policy establishes the basis for managing incidents involving personal information. Together, the policies provide an important foundation for the Shire's compliance arrangements.

However, the policies must be supported by practical procedures and controls if they are to be effective. Priority actions include finalising the Data Breach Procedure, clarifying staff responsibilities, providing appropriate training, reviewing relevant contracts and procurement templates, and establishing a data breach register and reporting mechanisms. Records management, information technology security and access controls will also require review.

The implementation program should prioritise requirements already in effect and those commencing on 1 January 2027. Further work should be scheduled according to legislative deadlines, operational risk and available resources.

The Officer's Recommendation is supported because adoption of the two policies establishes the formal governance framework needed to progress this work. It provides a clear basis for implementing the Shire's privacy responsibilities while recognising that additional operational measures remain necessary.

OFFICER'S RECOMMENDATION

That Council, to ensure compliance with the Privacy and Responsible Information Sharing Act 2024, adopts:

1. the Privacy and Responsible Information Sharing Policy included at Attachment 15.10.26.01A: and

2. the Data Breach Policy included at Attachment 15.10.26.01A.

(Simple majority vote required)

OCM 10.26-09
COUNCIL RESOLUTION
Moved: Cr McCabe Seconded: Cr Andretta

That Council, to ensure compliance with the Privacy and Responsible Information Sharing Act 2024, adopts:

1. the Privacy and Responsible Information Sharing Policy included at Attachment 15.10.26.01A: and

2. the Data Breach Policy included at Attachment 15.10.26.01A.

CARRIED BY SIMPLE MAJORITY VOTE 7/0

For: Cr Wallis, Cr McCabe, Cr Andretta, Cr Crouch, Cr Copping, Cr Harben, Cr Toop
Against: Nil

Attachments

Attachment 15.10.26.01A - Privacy and Responsible Information Sharing Policy
Attachment 15.10.26.01B - Data Breach Policy

2.27 PRIVACY AND RESPONSIBLE INFORMATION SHARING POLICY

Policy Statement
The Shire of Brookton (Shire) is committed to protecting personal information and complying with the *Privacy and Responsible Information Sharing Act 2024*.

Objective
To provide clear guidelines for the responsible management of data, ensuring Council handles personal information lawfully and ethically. This Policy aims to align with privacy laws and supports public administration while protecting individual privacy.

This policy outlines how information will be collected, stored and managed, as well as providing guidance for responding to and preventing breaches, supporting responsible information sharing to enhance services and community outcomes.

Scope
This policy applies to all Council members and employees, external partners, contracted service providers and volunteers who have access to, and are responsible, for the management of information on behalf of Council.

Definitions

Term	Meaning
Policy	this the Shire of Brookton policy titled "Privacy and Responsible Information Sharing"
Personal Information	Refers to both Personal Information and Sensitive Information as defined below; *Personal Information:* Any information or opinion about an identifiable individual, regardless of its truth or format. *Sensitive Information:* A subset of Personal Information, including details about an individual's: 1. Racial or ethnic origin 2. Political opinions or affiliations 3. Religious or philosophical beliefs 4. Membership in associations or unions 5. Sexual orientation or practices 6. Criminal record 7. Health, genetic, or biometric information (e.g., biometric templates or data used for verification).
Cookies	A small data file stored on a device's browser. Its purpose is to help a website keep track of the user's visits and activity.
Unique Identifiers	Numbers, codes, or data used to identify and track an individual, entity, or object within a system, such as: 1. Personal Identifiers (Tax File Number, Driver's License Number, Passport Number); 2. Digital Identifiers (IP Address, MAC Address)

Term	Meaning
	3. Organisational Identifiers (Employee ID, Customer ID) 4. Object and Asset Identifiers (Barcode, QR Code, VIN (Vehicle Identification Number) 5. Health Identifiers (Medicare Number, Health Record Number)
Automated Decision-Making	The process where systems or algorithms make decisions based on data and predefined criteria, without human involvement, often used to improve efficiency and service delivery
De-identification	The process of removing personal details or replacing them with alpha-numerical codes, allowing data to be used for analysis while protecting privacy.

Policy Statement

Information and Data Collection

Council collects information to deliver services and meet operational needs, including:

- Contact details (name, email, phone, addresses)
- Physical details (signature, image, voice)
- Identification details (birth certificates, passports, Medicare and concession information)
- Electronic details (bank information, TFNs, police clearance and workplace medicals)

Information is gathered in different formats when engaging with Council for business purposes, including:

- Information provided in forms, applications, surveys and feedback channels;
- Data on customer interactions with the Shire's website and online services; and
- Audio and visual content including phone calls, voicemails, CCTV, recorded meetings and transcripts

Information will only be collected, when necessary, with legal justification.

Council will clearly identify which information is optional. People may choose not to provide optional information. This will not impact their ability to receive Council services or have their requests considered.

System-generated Information

Council's website uses cookies to collect anonymous traffic data to improve user experience. By using the website, individuals consent to receiving electronic messages at their provided contact address.

Council may review collected data and statistics to assess server activity, access to individual pages, and applications, with the aim of improving the delivery of information to its visitors. No effort will be made to identify users or trace their online behaviour, except in the rare case of an investigation or to address issues related to a security breach or inappropriate activity.

Council's website may include links to external sites that may be owned and controlled by third parties. Links to these sites do not indicate affiliation or endorsement by Council. Accessing third-party sites may be subject to terms and conditions that differ from those of Council, and using these links is at each individual user's own risk.

Information collected when interacting with Council -managed social media accounts, may be used to compile statistics that help focus communications. Users should be aware that these platforms handle personal information according to their own privacy policies and are encouraged to familiarise themselves with these policies.

Use and Disclosure

Council will use personal information exclusively for the purpose it was collected, or for purposes that can be lawfully anticipated, including:

- Managing Council rates assessment records and other local government documentation;
- Providing and sharing information about the Council's current and future services and facilities; and
- Overseeing processes such as approval submissions, animal registration, financial administration, land use evaluations, and compliance with local laws and regulations

Council may disclose customer and stakeholder information to third parties under specific circumstances including legal requirements, consent, or public interest. Disclosure may occur for law enforcement, research, service improvement, or to fulfil the intended purpose of the information. Information may also be shared to prevent serious threats to individuals or public safety, address family violence, or comply with child protection obligations.

Council will take reasonable steps to ensure that any third party receiving personal information adheres to privacy and confidentiality requirements.

Council may use personal information in automated decision-making to improve services, operations, or provide targeted content within the community, ensuring these processes are transparent, fair, and compliant with legal requirements.

Unique Identifiers

Council will manage unique identifiers securely and only collect them when necessary to perform functions or meet legal requirements with access limited to authorised personnel.

When Council generates unique identifiers, Council will use them exclusively for internal purposes and ensure they are neither shared nor applied beyond the systems where they are created.

When identifiers are no longer required, Council will de-identify personal information by removing or replacing details with codes or general data. This ensures privacy while allowing the data to be used for analysis or other purposes.

Data Storage and Protection

Council is committed to securely storing and protecting personal information, ensuring it is accessed only for approved purposes. Council will actively work to safeguard against misuse, loss, unauthorised access, and disclosure, with storage and protection methods complying with the WA *State Records Act 2000* and relevant standards.

Officer will manage and record complaints and seek to respond promptly once all necessary information is received. Any unavoidable delays will be communicated to the complainant.

The Chief Executive Officer will oversee compliance with privacy obligations and ensure Council meets statutory requirements, reinforcing the commitment to privacy protection and transparent responses.

Council will act swiftly to minimise harm and protect affected individuals during a data breach, notifying them immediately and investigating the cause. Council will strengthen data protection measures to ensure compliance with relevant laws to prevent future breaches.

A privacy interference may lead to a notifiable breach, including unauthorised access, disclosure, or loss of information. Individuals can escalate concerns to the Information Commissioner of Western Australia, who assists in submitting privacy complaints.

Safeguarding Transactions

Security measures employed by Council include encryption, multi-factor authentication, and risk assessments, put in place to protect information.

Council's website may contain links to third-party websites which are outside of the Shire's control and are therefore not covered by these conditions. Council accepts no responsibility for the security, content accuracy, or privacy practices of external sites.

Whilst Council takes all reasonable steps to protect details held, as with all information transmitted over the internet, complete security is not guaranteed.

Accessing Personal Information

To manage access to personal information, Council implements strict controls, ensuring only authorised personnel can view or handle the data. Access is granted based on roles and responsibilities, with regular reviews to ensure compliance with privacy policies. Security measures such as encryption and secure login protocols are also in place to protect personal information.

Council, in line with Australian privacy law, allows individuals to request amendments to their personal information if it is deemed inaccurate, outdated, incomplete, irrelevant, or misleading. This includes updating superseded details or rectifying inaccuracies, deficiencies, or false information. Individuals can also request annotations to clarify or challenge their records.

All requests are to be submitted in writing and may require formal identification before changes are made. Requests and applications can be directed to the Freedom of Information Officer:

- By Email: mail@brookton.wa.gov.au
- By post: PO Box 42, Brookton WA 6306, or
- In person: 14 White Street, Brookton WA 6306.

Further information can be obtained from Council's Freedom of Information Statement.

Complaints and Breaches

Council will address complaints promptly, following established procedures to resolve them, and ensures privacy law compliance if personal information is involved. The designated FOI Officer will manage and record complaints and seek to respond promptly once all necessary information is received. Any unavoidable delays will be communicated to the complainant.

The Chief Executive Officer will oversee compliance with privacy obligations and ensure Council meets statutory requirements, reinforcing the commitment to privacy protection and transparent responses.

Council will act swiftly to minimise harm and protect affected individuals during a data breach, notifying them immediately and investigating the cause. Council will strengthen data protection measures to ensure compliance with relevant laws to prevent future breaches.

A privacy interference may lead to a notifiable breach, including unauthorised access, disclosure, or loss of information. Individuals can escalate concerns to the Information Commissioner of Western Australia, who assists in submitting privacy complaints.

Resolution No:
Resolution Date: 15 October 2026

2.28 DATA BREACH POLICY

Policy Statement
The Shire of Brookton (Shire) is committed to protecting personal information and complying with the *Privacy and Responsible Information Sharing Act 2024*.

Under the *Privacy and Responsible Information Sharing Act 2024* (PRIS Act), public entities (including local governments) must have a Data Breach Policy to ensure timely identification, assessment, management and where a serious data breach is likely to cause harm, mandatory notification to the Information Commissioner and affected individuals in accordance with the Act.

Objective
To minimise damage caused by any data breaches by following the procedures aligned with the Data Breach Procedure.

Purpose
This Policy establishes the Shire's framework for preventing, detecting, assessing, reporting, and responding to data breaches involving personal information held by the Shire.

It is designed to prepare the Shire for compliance with the PRIS Act, including the Information Privacy Principles (IPPs) and the PRIS notifiable information breach scheme (commencing 1 January 2027) for serious breaches.

Definitions

Term	Description
Data Breach	A data breach occurs when personal information held by, or on behalf of the Shire (in electronic or hard copy form): • Is accessed without authority; • Is disclosed without authority; • Is lost in circumstances that are likely to result in unauthorised access or disclosure; or • Is accidentally or unlawfully destroyed, altered, or otherwise compromised.
Data Breach Response Plan	Detailed internal plan outlining the steps required for Shire staff to contain, access, investigate, and respond to an information breach.
Contracted Service Provider (CSP)	An eligible information breach occurs when both of the following conditions are met: 1. A data breach has occurred, involving personal information held by a public sector agency, including where the information: • is accessed without authority. • is disclosed without authority; or • is lost in circumstances where unauthorised access or unauthorised disclosure is likely to occur; and 2. A reasonable person would conclude that access, disclosure, or loss is likely to result in serious harm to an individual to whom the personal information relates.

Term	Description
Eligible Information Breach	An eligible information breach occurs when both of the following conditions are met: 1. A data breach has occurred, involving personal information held by a public sector agency, including where the information: • is accessed without authority. • is disclosed without authority; or • is lost in circumstances where unauthorised access or unauthorised disclosure is likely to occur; and 2. A reasonable person would conclude that access, disclosure, or loss is likely to result in serious harm to an individual to whom the personal information relates.
Notifiable information breach (PRIS)	An assessed breach that meets PRIS criteria for notification to the WA Information Commissioner and affected individuals (commencing 1 Jan 2027).
Personal Information	Personal information means information or an opinion about an individual, whether: • true or not; and • recorded in any form or not; and • relating to a living or deceased individual, **where the individual is identifiable**, including where: • the individual's identity is apparent or can reasonably be ascertained from the information or opinion; or • the individual can be identified by reference to an identification number or other identifying, such as a fingerprint, retinal scan, or body sample.

Scope
This Policy applies to –

- The Shire of Brookton as a public entity under the PRIS Act (including Elected Members and employees when handling personal information in official duties).
- Contracted service providers (CSPs) that handle personal information for or on behalf of the Shire under a State services contract, where the contract stipulates PRIS compliance.
- All personal information in any form (electronic, paper, audio-visual) held or controlled by the Shire, including historical holdings (retrospectivity applies once PRIS privacy provisions commence).

Note: Under PRIS, local governments are "IPP entities." This Policy aligns with the 11 IPPs across the personal information lifecycle (collection, use, disclosure, storage, destruction) and embeds a notifiable information breach response consistent with PRIS definitions.

Implications
This policy provides principles for the minimisation of any Data Breach.

The Shire will maintain and continually improve a Data Breach Management Program that:

1. Prevents breaches via appropriate controls, training, and security practices (aligning to IPPs and best practice).

2. Detects and responds to suspected breaches promptly, following a structured 4-step incident process compatible with OAIC guidance (Contain → Assess → Notify → Review).

3. Assesses "serious harm" using PRIS/OAIC criteria and documents decisions in an Incident Assessment Report.

4. Reports and notifies PRIS notifiable information breaches to the WA Information Commissioner and affected individuals from 1 January 2027, in accordance with PRIS timelines and format requirements, and as soon as practicable after assessment.

5. Where Commonwealth OAIC obligations apply (e.g., Shire acts as an APP entity for certain federal programs), the Shire will mirror OAIC NDB requirements, ensuring integration with PRIS where both apply.

6. Manages contractors (CSPs) so contracts expressly require PRIS-compliant breach notification flows and cooperation with the Shire's response procedures.

7. Records all breaches (suspected and confirmed) in a secure register and reports systemic issues to the Executive and where required to the Audit, Risk and Improvement Committee as part of continuous improvement.

8. Engages with affected individuals respectfully, transparently, and in culturally appropriate ways, including consideration of Aboriginal data governance principles in PRIS**.**

Implementation

Data Breach Response (Summary)
The Shire will implement a detailed Information Breach Response Procedure (refer separate document) that follows best practice and aligns with PRIS and OAIC:

Step 1 — Contain & Secure
- Isolate systems, revoke compromised credentials, preserve evidence/logs, and engage ICT/third-party vendors as required.
- Begin a preliminary risk assessment (nature of data, sensitivity, volume, exposure).

Step 2 — Assess & Decide (Serious Harm Test)
- Conduct a documented assessment to determine if the breach is notifiable under PRIS (from 1 Jan 2027).
- Use the "serious harm" test (likelihood) with the PRIS/OAIC factors; consult legal/forensic expertise if needed.

Step 3 — Notify (If Notifiable)

- Prepare formal notifications for the WA Information Commissioner and affected individuals (content includes description, types of information, protective steps, and remedial actions).
- Provide clear support options (hotline/email) and protective advice (e.g., password resets, credit watch).
- Coordinate communications with WA Information Commissioner's Office and, if relevant, OAIC (where federal programs apply).

Step 4 — Review & Improve

- Identify root causes and implement corrective actions (policy, technical controls, training).
- Update the breach register and include metrics in quarterly Executive/Audit, Risk and Improvement Committee reports.

Timelines and thresholds

- PRIS notifiable scheme requires notification where serious harm is likely; the Shire will operate on a "as soon as practicable" basis after completing assessment, mirroring OAIC practice.

Contract Management (CSPs)

- All relevant State services contracts must include a data breach clause requiring CSPs to immediately notify the Shire of any suspected or confirmed breach, to cooperate with assessments, and where applicable, to assist with PRIS and OAIC notifications.
- CSPs must maintain a Data Breach Response Plan compatible with this Policy.

Training & Awareness

- The Shire will run mandatory privacy and breach-response training for staff and contractors, with refreshers following major breaches or technology changes.
- Executives and Coordinators will receive tailored training on serious harm assessments, PRIS notification duties, and media/communications management.

Security Controls & Preventative Measures

- Maintain a risk-based cyber security posture, physical security, and robust access controls and audit trails.

Authorities And Accountabilities:

There is no requirement for the CEO to delegate or authorise a decision-making function to an employee for efficiency regarding this policy.

Roles And Responsibilities

1. Council: Approves this Policy and receives significant risk updates through the Audit, Risk and Improvement Committee.

2. CEO (Principal Officer): Accountable for ensuring PRIS compliance, adequate resourcing, and endorsing serious breach notifications and communications.

3. All Executive Managers are responsible for the implementation of the policy within their respective units.

4. Privacy and Responsible Information Sharing Officer:
    a. Maintains the Data Breach Response Procedure, breach register, training and audit.
    b. Coordinates assessments, drafts notifications and liaises with the Information Commissioner and the public.
    c. Is responsible for the publication of and compliance with this policy and supporting procedures and providing interpretations in the event of the need for clarification.

5. ICT: Leads technical containment, forensic logs, evidence preservation, and vendor engagement; ensures cyber-security measures are maintained and improved.

6. Managers/Coordinators: Ensure their areas and CSP contracts incorporate PRIS obligations (including the breach clause) and escalate breaches immediately per Procedure.

7. All Staff and Contractors: Must report suspected breaches immediately via the nominated channels and follow training and directions.

Dispute Resolution
All disputes regarding this policy will be referred to by the Manager Corporate & Community Services in the first instance. In the event an agreement cannot be reached, the matter will be submitted to the CEO for a ruling.

Evaluation And Review
The impact of the policy will be evaluated by:

- Review of complaints of unauthorised collection, storage or sharing of Personal Information.

The policy is to be reviewed every three (3) years from its approval date, or more frequently if appropriate in line with legislative changes.

Related Documents
Shire of Brookton Complaints Handling Policy
Privacy Information and Responsible Sharing Policy (PRIS) Act 2024.

Resolution No:
Resolution Date: 15 October 2026

15.10.26.02 SHIRE OF BROOKTON PUBLIC HEALTH PLAN 2026–2031

File No:	GOV025A
Date of Meeting:	15 October 2026
Location/Address:	Shire of Brookton
Name of Applicant:	Shire of Brookton
Name of Owner:	Shire of Brookton
Author/s:	Gary Sherry – Chief Executive Officer
Authorising Officer:	Gary Sherry – Chief Executive Officer
Declaration of Interest:	The author and authorising officer do not have an interest in this item
Voting Requirements:	Simple Majority
Previous Report:	N/A

Summary of Report:
This report seeks Council's adoption of the Shire of Brookton Public Health Plan 2026–2031.

The Public Health Plan provides the Shire with a strategic framework for identifying and addressing local public health priorities and supports the Shire's obligations under the Public Health Act 2016 (WA).

Description of Proposal:
The Shire of Brookton Public Health Plan 2026–2031 has been prepared to provide a coordinated framework for improving and protecting the health and wellbeing of the Brookton community.

The Plan has been developed having regard to local demographic and health data, community feedback and the priorities established by the WA State Public Health Plan 2025–2030. It identifies the principal public health issues affecting the Shire and establishes priority areas and actions intended to address those issues.

The Plan is intended to complement, rather than duplicate, the role of State Government and other health service providers. While clinical health services are primarily the responsibility of State Government, local government has an important role in influencing the social and environmental determinants of health through its planning, infrastructure, environmental health, recreation, community development and other services.

The local health data indicates a number of areas in which the health profile of the Shire differs materially from the Western Australian average. In particular:

Statistic	Brookton	State
Adult Obesity rate	49.30%	37.30%
Transport accident deaths per 100,000	21.5	7.2
Alcohol related hospitalisations per 100,000	945.3	665.4
Tobacco hospitalisations per 100,000	431.6	366.8
Vector-borne disease rate per 100,000	35.9	21.1
Median Age	50	38

The prevalence of several self-reported long-term health conditions is also higher in Brookton than the Western Australian average, including arthritis, asthma, cancer, dementia, diabetes, heart disease, kidney disease, lung conditions and mental health conditions.

The health profile, together with community feedback, has informed the identification of six priority areas for the Plan:

1. Support healthy eating and active living – addressing higher rates of adult obesity, physical inactivity and consumption of sugar-sweetened drinks, as well as access to healthy food and opportunities for physical activity.
2. Improve mental health and wellbeing – recognising mental health as a significant community concern and a key focus identified through community consultation.
3. Reduce tobacco and vaping-related harm – addressing higher smoking prevalence and tobacco-attributable hospitalisations and deaths.
4. Reduce alcohol-related harm – responding to alcohol-attributable hospitalisations and deaths that are above State levels and the concerns identified through community consultation.
5. Reduce injury and road trauma – responding to the significantly higher rate of transport accident deaths and elevated rates of hospitalisations associated with falls, self-harm, assault and drowning.
6. Support healthy ageing – recognising the Shire's older population and the higher prevalence of chronic health conditions among older residents.

The Plan provides an action framework under these priority areas and is intended to be implemented through the Shire's existing functions, programs, services, advocacy and partnerships.

The Plan is also intended to be reviewed regularly to ensure that priorities remain relevant and that actions can be adjusted in response to changing community needs, emerging health issues and State priorities.

Background:

The Public Health Act 2016 (WA) requires local governments to prepare and implement a local Public Health Plan for their district that is consistent with the State Public Health Plan.

A local Public Health Plan provides a mechanism for a local government to identify the health status and needs of its community and establish priorities and actions that can be addressed through local government functions and partnerships.

The Shire's Public Health Plan has been developed to align with the WA State Public Health Plan 2025–2030 and the Shire's broader strategic planning framework.

The Plan is intended to provide a practical framework for incorporating public health considerations into the Shire's existing service delivery and planning processes, rather than establishing a separate service delivery structure.

Consultation:

The development of the Public Health Plan has involved consultation and collaboration with the Department of Health, Epidemiology Directorate, which provided health data to inform the Plan.

Community consultation undertaken as part of the development of the Shire's Council Plan was also considered in developing the Public Health Plan. The feedback from that consultation was reviewed alongside updated demographic information, health indicators and local health data to identify the priorities contained in the Plan.

Statutory Environment:
The Public Health Act 2016 (WA) requires local governments to prepare and implement a local Public Health Plan that is consistent with the State Public Health Plan.

Relevant Plans and Policy:
The Public Health Plan is intended to operate within the Shire's existing strategic planning framework and is aligned with the Shire's strategic and corporate planning documents.

No amendment to an existing Shire policy is proposed as a result of this report.

Financial Implications:
The actions identified in the Public Health Plan are primarily intended to be undertaken through existing Shire operational budgets, service delivery activities and advocacy initiatives.

The adoption of the Plan does not, of itself, commit the Shire to expenditure beyond existing approved budgets.

Where implementation of a future action identified in the Plan requires additional funding, the matter will be considered by Council through the annual budget process or through an appropriate external funding opportunity.

Accordingly, there is no specific additional financial commitment arising from the adoption of the Plan.

Risk Assessment:
The principal risk associated with the Plan is that the Shire does not adequately meet its statutory obligations under the Public Health Act 2016 (WA) or does not maintain a current framework for addressing identified local public health priorities.

Adoption of the Plan provides a structured approach to managing this risk by establishing identified priorities, actions and a framework for ongoing review.

The risk associated with adoption of the Plan is assessed as Low to Medium, subject to the Shire continuing to monitor implementation and review the Plan as required.

Risk	Consequence	Likelihood	Rating
Failure to meet statutory requirements or adequately respond to identified local public health priorities	Moderate	Possible	Medium
Risk treatment:			
Continue to implement the Plan through existing Shire functions and undertake regular review of progress, emerging health issues and legislative or State			

Consequence / Likelihood	**Insignificant**	**Minor**	**Moderate**	**Major**	**Extreme**
Almost Certain	Medium	High	High	Severe	Severe
Likely	Low	Medium	High	High	Severe
Possible	Low	Medium	Medium	High	High
Unlikely	Low	Low	Medium	Medium	High
Rare	Low	Low	Low	Low	Medium

Risk Rating	Action
LOW	Monitor for continuous improvement.
MEDIUM	Comply with risk reduction measures to keep risk as low as reasonably practical.
HIGH	Review risk reduction and take additional measures to ensure risk is as low as reasonably achievable.
SEVERE	Unacceptable. Risk reduction measures must be implemented before proceeding.

Community & Strategic Objectives:
The Public Health Plan supports the Shire's strategic objectives by providing a framework for improving community wellbeing and integrating public health considerations into the Shire's existing services, facilities, programs and planning processes.

The Plan supports the objectives of the Shire's adopted strategic and corporate planning framework, particularly in relation to community wellbeing, liveability, participation, healthy lifestyles, community connection and the provision of appropriate facilities and services.

Comment
The Public Health Plan provides a useful framework for the Shire to identify and respond to public health issues within the scope of local government responsibilities.

The Plan does not seek to duplicate the clinical health services provided by the State Government. Rather, it identifies areas where the Shire can contribute through its existing functions, including community development, recreation and sport, environmental health, infrastructure, planning, public facilities, advocacy and partnerships.

The local health data demonstrates a number of areas where the health outcomes of the Brookton community differ from State averages. The six priority areas identified in the Plan provide an appropriate focus for the Shire's public health activities and provide a basis for coordinating existing activities across the organisation.

Importantly, adoption of the Plan does not commit the Shire to implementing every action independently or to providing services outside its normal local government functions. Actions requiring additional resources can be considered through the normal annual budget and strategic planning processes.

The Plan is also intended to remain responsive. Regular review will allow the Shire to assess progress, consider changes in local health data and community needs, and amend priorities or actions where appropriate.

OFFICER'S RECOMMENDATION

That Council adopt the Shire of Brookton Public Health Plan 2026–2031, included at Attachment 15.10.26.02A.

(Simple majority vote required)

OCM 10.26-10

COUNCIL RESOLUTION

Moved: Cr Copping Seconded: Cr Crouch

That Council adopt the Shire of Brookton Public Health Plan 2026–2031, included at Attachment 15.10.26.02A.

CARRIED BY SIMPLE MAJORITY VOTE 7/0

For: Cr Wallis, Cr McCabe, Cr Andretta, Cr Crouch, Cr Copping, Cr Harben, Cr Toop
Against: Nil

Attachments

Attachment 15.10.26.02A - Shire of Brookton Public Health Plan 2026–2031



Shire of Brookton

Public Health Plan

2026-2031

Growing the Future

Message from the Shire President

It is my pleasure to present the Shire of Brookton Public Health Plan 2026–2031, a five-year plan that sets out our priorities for creating a healthier, safer and more connected community.

Good health and wellbeing are important to everyone in Brookton. While health services play an important role, many of the factors that influence our health are shaped by where we live, work and connect with others. As a local government, the Shire has an important role to play in creating environments and opportunities that support people to live healthy and active lives.

The development of this Plan has been informed by local health data as well as the views and experiences of our community. More than 160 residents and ratepayers participated in consultation, providing valuable insight into the issues that matter most to our community. Residents highlighted the importance of a safe community, access to health and mental health services, active public spaces, healthy food and opportunities for physical activity.

The Plan recognises some significant challenges facing our community. Brookton has an ageing population and experiences higher rates of obesity, alcohol-related harm, tobacco-related hospitalisations and road trauma than the State average. These challenges reinforce the importance of prevention, early intervention and creating supportive environments for good health.

Our approach to supporting improved public health is structured around four areas of action - Promote, Prevent, Protect and Enable. The actions identified in this Plan recognise what the Shire can realistically influence through its services, facilities, planning, advocacy, communication and partnerships.

This Plan is not about doing everything ourselves. It is about identifying where the Shire can make a meaningful difference, supporting local initiatives, advocating for services and infrastructure, and ensuring health and wellbeing are considered in the decisions we make.

I thank everyone who contributed to the development of the Plan and shared their ideas, experiences and priorities. Your input has helped ensure that this is a plan for Brookton, shaped by the people who live, work and participate in our community.

Cr Rod Wallis

President

Shire of Brookton

1. Executive summary

The Shire of Brookton Public Health Plan 2026–2031 is a five-year strategic document developed to meet the Shire's statutory responsibilities under Part 5 of the *Public Health Act 2016*. The Plan aligns with the WA State Public Health Plan 2025–2030 and has been tailored to the health needs, priorities and circumstances of the Brookton community.

Located 138 kilometres south-east of Perth in the Wheatbelt, the Shire of Brookton has an estimated resident population of 962 people. The community has an older population, with a median age of 50 years compared with 38 years across Western Australia, and experiences higher levels of socio-economic disadvantage than many other local government areas in the state.

Analysis of local health data identifies several areas where the Shire's health profile differs from state averages:

49.3% **Adult Obesity** rate (State: 37.3%)	**21.5** **Transport accident deaths** per 100,000 (State: 7.2)	**945.3** **Alcohol related hospitalisations** per 100,000 (State: 665.4)
431.6 **Tobacco hospitalisations** per 100,000 (State: 366.8)	**35.9** **Vector-borne disease** rate per 100,000 (State: 21.1)	**50** **Median Age** (State median: 38)

Community consultation undertaken in August 2026 engaged 161 residents and ratepayers through a survey and workshops. Participants identified a safe community, access to mental health and general health services, active public spaces, access to healthy food and opportunities for physical activity as important factors contributing to a healthy and happy life. When asked to identify the most important public health issues facing the community, an ageing population was ranked highest, followed by mental health, and unhealthy lifestyles.

The Plan brings together the findings from the health profile and community consultation to establish six public health priorities for the Shire. These priorities provide a clear focus for action over the next five years and recognise the important role local government can play in creating environments and communities that support good health and wellbeing.

Actions are organised under four domains consistent with the WA State Public Health Plan: Promote, Prevent, Protect and Enable. Together, these domains provide a framework for creating a healthy, connected and inclusive community; reducing preventable illness, injury and premature death; protecting the community from public and environmental health risks; and strengthening the systems, partnerships and environments that enable good health.

The actions in this Plan reflect the role, responsibilities and resources of local government and will be delivered in partnership with state agencies, health services, community organisations, local businesses and the community. Progress will be reported to Council annually, with a formal mid-term review in 2028 and a full review at the conclusion of the five-year planning period.

2. Introduction

2.1 What is Public Health

The *Public Health Act 2016* defines public health as the health and wellbeing of the community, together with the policies, programs and safeguards that protect, maintain, promote and improve health while preventing illness and disability.

Public health planning is a proactive process that identifies community health needs, sets priorities and implements evidence-based actions to improve health and wellbeing. It aims to ensure all members of the community have equitable access to the conditions and services that support good health.

Public health includes a broad range of activities, including:

- health promotion and health literacy
- disease prevention and control
- environmental health
- emergency preparedness and response
- health equity and addressing the social determinants of health
- policy development and advocacy
- community engagement and access to health and wellbeing services.

2.2 Determinants of Health

There are many factors or 'determinants' that influence health, most of them non-medical. Importantly, there is a close relationship between people's health and the circumstances in which they grow, live, work, play and age[1]. These determinants can affect a person's ability to lead a healthy life, their likelihood of becoming unwell and their overall life expectancy[2].

Health determinants include general socioeconomic, cultural and environmental conditions; living and working conditions; social and community networks; psychological factors, and individual behavioural and biological factors (refer to Figure 1).



Figure 1. Determinants of Health. Source: State Public Health Plan for Western Australia 2025-2030

[1] What are determinants of health? - Australian Institute of Health and Welfare
[2] State Public Health Plan for Western Australia 2025-2030

2.3 Requirements for Public Health Planning

The Department of Health and local governments share a statutory responsibility for public health. The Shire of Brookton has developed this Public Health Plan to meet statutory responsibilities under Part 5 of the *Public Health Act 2016*. The Shire's Public Health Plan is a five-year strategic document that aims to identify public health priorities and future planning to work toward a healthier community.

2.4 State Government Public Health Plan

Local Public Health Plans are required to align with the State Public Health Plan but be tailored to local needs.

The State Public Health Plan provides overarching objectives and policy priorities for Western Australia, offering a framework for local governments to adapt according to their unique community needs. The vision, objectives and guiding principles of the State Public Health Plan are shown in Figure 2.

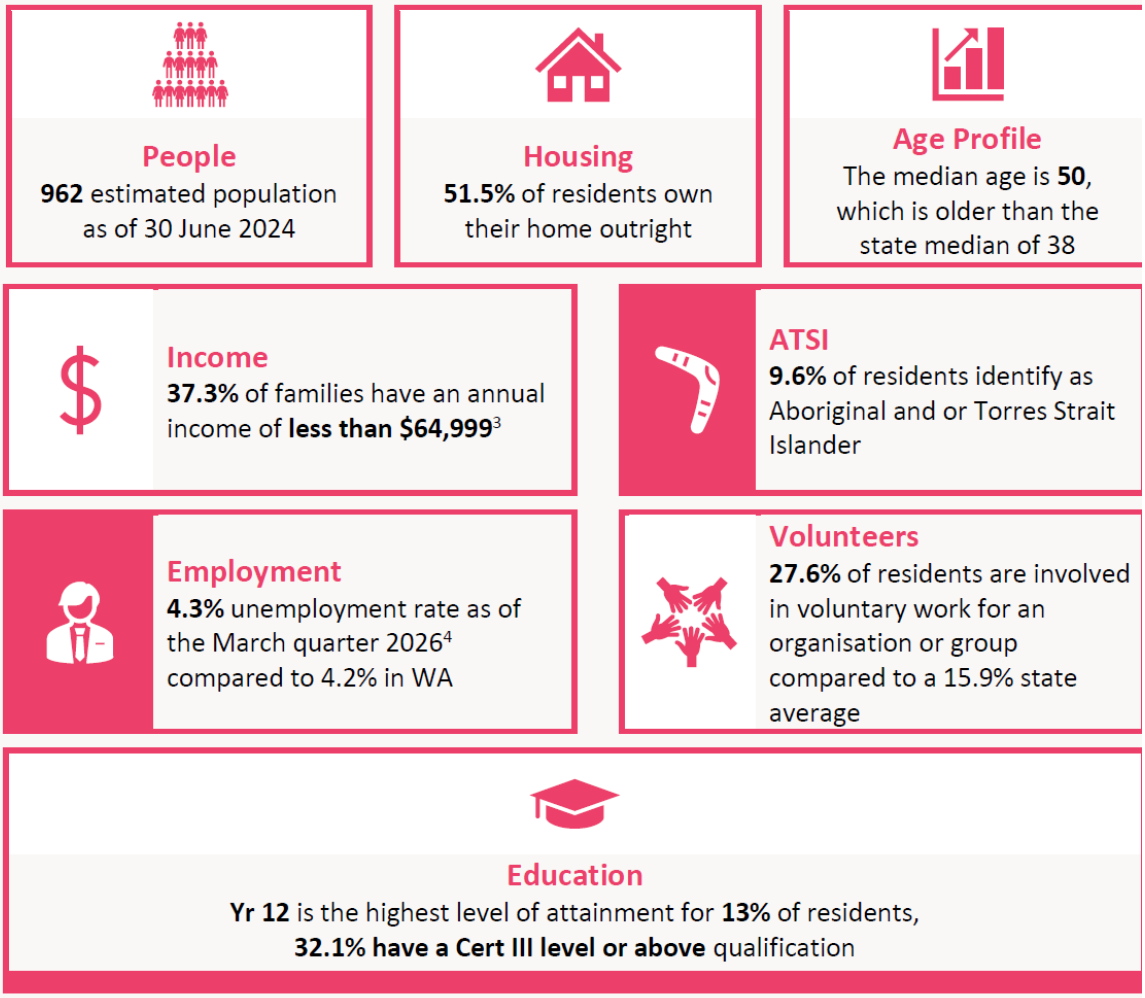
Vision			
To achieve the best possible health, wellbeing and quality of life for all Western Australians, now and into the future.			
Cross-cutting priorities			
All public health actions are underpinned by a commitment to: • Aboriginal health and wellbeing • Equity and inclusion			
Objectives			
Promote	**Prevent**	**Protect**	**Enable**
Foster strong, connected communities and healthier environments	Reduce the burden of chronic disease, communicable disease and injury	Protect against public and environmental health risks, effectively manage emergencies, reduce impacts of disaster, and lessen the health impacts of climate change.	Bolster public health systems and workforce and leverage partnerships to support health and wellbeing.
Guiding Principles			
Partnerships	**Sustainable**	**Proportionate**	**Precautionary**

Figure 2. Western Australian Public Health Plan Framework. Source: State Public Health Plan 2025-2030

3. Shire Snapshot

The Shire of Brookton is located 138km south-east of Perth in the Wheatbelt region of Western Australia. The Shire covers an area of 1,626 square kilometres. The estimated resident population as of 30 June 2024 is 962.

The information presented in the infographic below, provides a community snapshot in time with most data being taken from the most recent Census night (2021 ABS Census of Population and Housing). It contains a sample of the many different social determinants which collectively shape people's health and wellbeing outcomes.



[3] Epidemiology Directorate (2026). *Health and wellbeing profile: Shire of Brookton*. WA Department of Health: Perth.
[4] Department of Employment and Workplace Relations. Small area labour market data March Quarter 2026

4. Health & Wellbeing Profile

The data presented in this section provides an overview of the health and wellbeing status of residents in the Shire of Brookton. Unless otherwise stated, the data presented in this section is sourced from the Department of Health, Epidemiology Directorate Health and Wellbeing Profile for the Shire of Brookton.

4.1 Health Conditions

Chronic diseases, including heart disease, stroke, diabetes, cancer and respiratory diseases, are among the leading causes of death in Australia and represent a significant public health challenge[5]. Their prevention and management remain important priorities due to their impacts on individuals, families and carers, as well as the substantial costs to the health system.

Health data for the Shire of Brookton indicates higher rates of several chronic health conditions compared with Western Australia. The most significant differences are seen in arthritis, dementia and kidney disease, while rates of asthma, cancer, diabetes, heart disease, lung conditions and mental health conditions are also higher than state averages. These findings highlight the importance of supporting healthy behaviours, early intervention, access to health services and environments that enable people to maintain good health as they age.

The Australian Cancer Atlas[6] identifies that, within the Brookton SA2, the incidence of head and neck cancers is 22% higher than the Australian average, representing a statistically significant difference. Key risk factors for the most common head and neck cancers include tobacco smoking, alcohol consumption and exposure to human papillomavirus (HPV) [7]. This reinforces the importance of prevention and health promotion activities targeting modifiable risk factors within the community.

Table 1 compares the prevalence of self-reported long-term health conditions in the Shire of Brookton with Western Australia. Overall, the data suggests that chronic disease prevention should remain an important focus for the Shire, particularly through initiatives that promote healthy lifestyles, support healthy ageing, reduce exposure to risk factors and improve community awareness of available health services and preventative health programs.

Health Condition (self-reported)	Shire of Brookton	Western Australia
Arthritis	16.1%	7.6%
Asthma	9.3%	7.3%
Cancer	5.0%	2.7%
Dementia	3.2%	0.7%
Diabetes	5.9%	4.4%
Heart Disease	5.5%	3.6%
Kidney Disease	1.5%	0.8%
Lung Condition	2.5%	1.6%
Mental Health Condition	10%	8.3%
Stroke	0.8%	0.8%
Other long-term health condition	6.9%	7.4%

Table 1 Self-Reported Health Conditions in the Shire of Brookton. Source: ABS 2021 Census of Population and Housing

*Note. Calculated percentages represent a proportion of the number of people in the area including those who did not answer the long-term health conditions question.

[5] Chronic disease and injury prevention
[6] Australian Cancer Atlas
[7] Head and neck cancers symptoms and risks | Cancer Council Australia

4.2 Behaviour Risk Factors

Unhealthy diets, overweight, and obesity are the leading risk factors for death, disease and disability in Western Australia (WA), after tobacco use[8].

The Shire of Brookton's behavioural risk profile (refer to Table 2) is broadly characterised by higher levels of several key risk factors compared with Western Australia, particularly physical inactivity, obesity, sugar-sweetened drink consumption, alcohol-related harm, illicit drug-attributable hospitalisations and tobacco-related harm.

Obesity: Overweight and obesity rates are notably higher among children in Brookton, with 15.9% classified as overweight and 13.5% as obese, compared with 15.0% and 10.2% respectively across WA. Among adults, the prevalence of overweight is similar to the state (36.8% compared with 37.4%), while obesity is substantially higher at 49.3%, compared with 37.3% across WA. The high prevalence of adult obesity is an important public health concern and highlights the need for a continued focus on healthy eating, physical activity and supportive environments that make healthy choices easier.

Nutrition: Dietary behaviours present a mixed picture. Children in Brookton are less likely than the WA average to consume the recommended daily serves of fruit (66.8% compared with 75.4%), while vegetable consumption is similar to the state. Among adults, the proportion consuming the recommended serves of fruit and vegetables is also broadly similar to WA. Fast-food consumption is lower than the state average for both children and adults, however, consumption of sugar-sweetened drinks is higher in Brookton, particularly among adults.

Physical inactivity: The proportion of children not meeting recommended physical activity levels in the Shire of Brookton is 67.6%, compared with 62.3% across WA, while 48.9% of adults do not meet recommended activity levels compared with 39.1% statewide. Given the strong relationship between physical inactivity, overweight and obesity, increasing opportunities for residents to be physically active is likely to be an important component of addressing Brookton's elevated obesity rates.

Alcohol: Alcohol-related harm emerges as a significant public health concern. While the proportion of adults reporting alcohol consumption at levels associated with long-term harm is similar to the WA average (31.1% compared with 29.1%), short-term high-risk drinking is higher in Brookton (14.7% compared with 11.9%).

More significantly, the health impacts associated with alcohol are substantially higher than the state average. The age-standardised rate (ASR) of alcohol-attributable hospitalisations among Brookton residents is 945.3 per 100,000 population, compared with 665.4 per 100,000 across WA. Similarly, the ASR of alcohol-attributable deaths is 36.6 per 100,000, compared with 26.0 per 100,000 statewide.

These findings indicate that alcohol is contributing to a disproportionate level of illness, hospitalisation and premature mortality within the Brookton community, despite reported long-term high-risk drinking being relatively similar to the state average.

Illicit drugs: Illicit drug-attributable hospitalisations are substantially higher in Brookton, with an ASR of 323.1 per 100,000 compared with 181.8 per 100,000 across WA. This indicates a significant health burden associated with illicit drug use.

[8] Evidence brief: food, built environments and obesity

Tobacco and vaping: Tobacco use is higher in Brookton than the WA average, with 19.0% of adults reporting smoking compared with 13.5% statewide. This is reflected in higher tobacco-attributable health outcomes, with an ASR of tobacco-attributable deaths of 66.3 per 100,000 compared with 48.7 per 100,000 across WA. Tobacco-attributable hospitalisations are also higher, at 431.6 per 100,000 compared with 366.8 per 100,000 statewide.

Key implications

Collectively, these findings support a focus on prevention and health promotion initiatives that increase opportunities for physical activity, improve access to and uptake of healthy food choices, reduce consumption of sugar-sweetened drinks, and address alcohol, tobacco and illicit drug-related harm. Given the range of risk factors identified, initiatives that create supportive environments and target the underlying determinants of health are likely to provide the greatest long-term benefit for the Brookton community.



	Shire of Brookton	Western Australia	Comparison to WA
Overweight			
Children (5-15 years)	15.9%	15%	Higher
Adults (16+)	36.8%	37.4%	Similar
Obese			
Children (5-15 years)	13.5%	10.2%	Higher
Adults (16+)	49.3%	37.3%	Higher
Ate recommended serves of fruit daily			
Children (2-15 years)	66.8%	75.4%	Lower
Adults (16+)	34.0%	33.4%	Similar
Ate recommended serves of vegetable daily			
Children (2-15 years)	10.2%	10.9%	Similar
Adults (16+)	5.4%	4.7%	Similar
Do not meet recommended physical activity levels			
Children (5-15 years)	67.6%	62.3%	Higher
Adults (16+)	48.9%	39.1%	Higher
Eat fast-food more than twice a week			
Children (1-15 years)	5.0%	6.2%	Lower
Adults (16+)	5.7%	6%	Lower
Drink sugar-sweetened drinks more than twice a week			
Children (1-15 years)	12.6%	8.5%	Higher
Adults (16+)	23.0%	16.8%	Higher
Drink alcohol at high risk levels for long term harm*			
Adults (16+)	31.1%	29.1%	Similar
Drink alcohol at high risk levels for short term harm**			
Adults (16+)	14.7%	11.9%	Higher
ASR of alcohol attributable hospitalisations			
Adults (all ages)	945.3 per 100,000	665.4 per 100,000	Higher
ASR of alcohol attributable deaths			
Adults (all ages)	36.6 per 100,000	26.0 per 100,000	Higher
ASR of illicit drug-attributable hospitalisations			
Adults (16+)	323.1 per 100,000	181.8 per 100,000	Higher
ASR of illicit drug-attributable deaths			
Adults (16+)	9.1 per 100,000	9.4 per 100,000	Similar
Smoke tobacco (18+)			
Adults (18+)	19%	13.5%	Higher
ASR of tobacco attributable deaths			
Adults (16+)	66.3 per 100,000	48.7 per 100,000	Higher
ASR of tobacco hospitalisations			
Adults (16+)	431.6 per 100,000	366.8 per 100,000	Higher
Vape			
Adults (18+)	5.0%	7.9%	Lower

Table 2 Shire of Brookton Behavioural Risk Profile. Source: Department of Health WA[9]

* Drinks more than 2 standard drinks on any one day. **Drinks more than 4 standard drinks on any one day.

[9] Health and Wellbeing Profile for the Shire of Brookton provided by the Epidemiology Directorate, Public and Aboriginal Health Division, Department of Health WA

4.3 Socio-Economic Profile

Socioeconomic disadvantage can have profound effects on a community's health outcomes. Chronic conditions tend to be more common among people living in areas of most disadvantage (lowest socioeconomic areas) than among those living in areas of least disadvantage (highest socioeconomic areas)[10].

The Index of Relative Socio-economic Disadvantage (IRSD) is a general socio-economic index that summarises a range of information about the economic and social conditions of people and households within an area.

A low score and low rank indicate relatively greater disadvantage. For example, an area could have a low score if there are: many households with low income, or many people without qualifications, and many people in low skilled occupations. A high score and high rank indicate a relative lack of disadvantage. For example, an area may have a high score if there are: few households with low incomes, few people without qualifications, few people in low skilled occupations.

The IRSD for the Shire of Brookton in 2021 was 944 (compared to the state score of 1,002), and it ranked 28 out of 139 local government areas in Western Australia. This places Brookton within the most disadvantaged quarter of local governments in WA.

This level of socio-economic disadvantage is significant when considered alongside the Shire's health profile. It may contribute to barriers to accessing health services, healthy food, education, employment and other resources that support good health.

4.4 Mortality

The crude rate of deaths in the Shire of Brookton is higher than the state average. The leading cause of death at both a local and state level is coronary heart disease. The other leading causes of death in the Brookton Shire between 2020 and 2024 were dementia, other ill-defined causes, chronic obstructive pulmonary disease and lung cancer.

The life expectancy of people living in the Wheatbelt SA4 region is slightly lower than the state average.

	Shire of Brookton	Western Australia	Comparison to WA
Mortality[11]	14 deaths in 2024	17, 969	NA
Crude rate of deaths per 100,000	1,401.5	606.0	Higher
Leading cause of death	Coronary heart disease	Coronary heart disease	NA
Life expectancy[12]	80.9 (Wheatbelt SA4)	83.6	Lower

Table 3 Mortality Data for the Shire of Brookton. Source: Australian Institute of Health and Welfare and Australian Bureau of Statistics

[10] Chronic conditions - Australian Institute of Health and Welfare
[11] Mortality Over Regions and Time (MORT) books, Data visualisation - Australian Institute of Health and Welfare
[12] Australian Bureau of Statistics. Life expectancy at birth, by Statistical Areas level 4, 2022-2024

4.5 Mental Health

Mental health issues, such as anxiety-related conditions, mood disorders, and behavioural conditions, are among the leading causes of disability and morbidity in WA[13].

In 2024, 22.4% of Shire of Brookton residents aged 16 years and above were told by a doctor in the past 12 months that they had a mental health condition. This was similar to the state prevalence of 25%. The prevalence of stress-related conditions, anxiety and depression in the Shire of Brookton were all lower than the state prevalence. The prevalence of diagnoses across all conditions is higher amongst females than males.

While the data indicates that there is a lower prevalence of mental health conditions in the Shire of Brookton, it is important to note that this may not reflect the actual experience of mental health, rather it may be reflective of limited access to mental health services in the area or people not seeking help for mental health related conditions.

	Shire of Brookton	Western Australia	Comparison to WA
Mental health diagnosis*	22.4%	25%	Similar
Stress related conditions	10.9%	13.5%	Lower
Anxiety	14.2%	16.3%	Lower
Depression	11.6%	13.7%	Lower
Psychological distress**	18.3%	21.7%	Lower

Table 4 Prevalence of Mental Health Conditions. Source: Department of Health WA[14]

* People aged 16+ who were told by a doctor in the past 12 months that they had a mental health condition

**People aged 16+ with high or very high psychological distress

[13] State Public Health Plan 2025-2030

[14] Health and Wellbeing Profile for the Shire of Brookton provided by the Epidemiology Directorate, Public and Aboriginal Health Division, Department of Health WA

4.6 Injury

Injury data for the Shire of Brookton indicates that injury prevention should be a key public health priority, with several injury types occurring at significantly higher rates than across WA. The most significant concerns are transport accidents, falls, intentional self-harm, assault and neglect, and drowning.

Transport accidents are particularly concerning, with hospitalisations and deaths substantially above the state average:

- Hospitalisations: 434.6 per 100,000, compared with 236.9 across WA.
- Deaths: 21.5 per 100,000, compared with only 7.2 across WA.

The mortality rate is almost three times the WA rate, making transport safety one of the strongest areas of concern in the data.

The drowning hospitalisation rate is also particularly elevated (117.9 compared with 21.8 per 100,000). Because small populations can produce substantial fluctuations in rates, this should be interpreted cautiously. Nevertheless, the difference is large enough to warrant investigation.

The significantly higher rates of hospitalisation and, in the case of transport accidents and self-harm, mortality compared with WA indicate that targeted prevention and early intervention could provide meaningful health benefits. Actions should focus on creating safer environments, strengthening community awareness and connection, supporting vulnerable populations, and working in partnership with health, emergency services and other relevant agencies.

	Shire of Brookton	Western Australia	Comparison to WA
Injury related Hospitalisations (per 100,000 in 2024)			
Accidental falls	1,462.9	1,031.0	Higher
Assault & neglect	177.2	106.4	Higher
Transport accidents	434.6	236.9	Higher
Intentional self-harm	148.8	106.6	Higher
Accidental poisoning	55.1	52.3	Similar
Accidental drowning	117.9	21.8	Higher
Injury related harm*			
Adults (16+)	27.1%	26%	Similar
Children (0-15 yrs)	28.8%	29.6%	Similar
Injury related deaths (per 100,000 in 2021)			
Accidental falls	13.3	15.3	Similar
Assault & neglect	1.0	0.8	Similar
Transport accidents	21.5	7.2	Higher
Intentional self-harm	16.7	13.5	Higher
Accidental poisoning	6.8	7.8	Similar
Accidental drowning	1.4	1.5	Similar

Table 5 Prevalence of Injury. Source: Department of Health WA[15]

*Injury requiring treatment from a health professional.

[15] Health and Wellbeing Profile for the Shire of Brookton provided by the Epidemiology Directorate, Public and Aboriginal Health Division, Department of Health WA

4.7 Infectious Disease & Immunisation

Immunisation is known to be one of the most effective public health measures in preventing many serious diseases[16]. Childhood vaccination rates in the Wheatbelt South SA3 region, which includes the Shire of Brookton, are comparable with state rates.

Notifiable infectious diseases in the Shire of Brookton are lower or similar to the state age standardised rate, with the exception of enteric diseases and vector born disease. Vector-borne diseases are human illnesses caused by parasites, viruses and bacteria that are transmitted by vectors[17]. Common vectors include mosquitoes, ticks, fleas, sandflies.

Enteric diseases are gastrointestinal tract infections commonly resulting in gastroenteritis[18]. Gastroenteritis can be caused by the ingestion of a variety of microorganisms or toxins via microscopic amounts of faeces or contaminated food.

The elevated incidences of vector-borne and enteric diseases highlight the need for ongoing surveillance, public education and prevention measures, particularly those aimed at reducing exposure to disease-carrying insects and other vectors.

Public health planning should focus on ongoing disease surveillance, community education, food and water safety, and measures to reduce exposure to mosquitoes and other disease vectors.

	Shire of Brookton	WA	Comparison to WA
Notifiable infectious diseases (per 100,000 in 2022)			
Blood borne	34.6	44.1	Similar
Enteric disease	254.6	218.9	Higher
STIs	440.2	600.6	Lower
Vaccine Preventable diseases	433.5	714.1	Lower
Vector-borne diseases	35.9	21.1	Higher
Childhood immunisation (% fully vaccinated as of 30 September 2025)			
1 yr olds	94.85	90.33	Similar
2 yr olds	92.61	87.76	Similar
5 yr olds	93.90	91.95	Similar

Table 6 Infectious Diseases and Immunisation. Source: Department of Health WA[19] and Australia Government Department of Health, Disability and Ageing[20]

**Data is not available at a local government level, so the data represented here is for the Wheatbelt South SA3 region*

[16] State Public Health Plan 2025-2030
[17] Vector-borne diseases
[18] DoH Multi-page Template
[19] Health and Wellbeing Profile for the Shire of Brookton provided by the Epidemiology Directorate, Public and Aboriginal Health Division, Department of Health WA
[20] Current coverage data tables for all children | Australian Government Department of Health, Disability and Ageing

5. Community Engagement

Community consultation undertaken as part of the Shire of Brookton's Community Strategic Planning process, informed the development of this Public Health Plan. Engagement activities conducted in August 2026 included a residents and ratepayers survey and community workshops in Brookton, involving a total of 161 participants. A detailed summary of the community engagement activities is provided in Appendix 2.

The survey received 33 responses. Respondents identified that having a safe community, access to mental and general health services, active places and access to healthy food options are all important factors that contribute to a healthy and happy life.

The top three most important public health issues or concerns as identified by cross referencing input from both the survey and community workshops are:

1) An aging population
2) Mental health
3) Unhealthy lifestyles (including illicit drug use and alcohol consumption)

To help people live healthier lifestyles in Brookton residents identified more affordable healthy food options and greater awareness of healthy food options as ways that would help them eat healthier and more or different recreational activities and better or more sport and recreational infrastructure as ways that would help them be more active.

When asked what public health campaigns or initiatives would most benefit the community the top responses were mental health and wellbeing programs followed by injury prevention information and road safety campaigns.

6. Current Role of Local Government

The Shire of Brookton provides a range of services and programs to support the health and wellbeing of its community.

These include:

- Infrastructure and property services, including local roads, footpaths, drainage and waste collection and management.
- Recreation facilities such as parks, sports fields, swimming pools and recreation centres.
- Environmental health surveillance and education to prevent disease and control environmental health hazards, including water and food safety, noise and air pollution and mosquitoes.
- Planning and building approvals involving assessment of development proposals and review of designs.
- Community programs and events including support for community groups, workshops and events.
- Ranger and emergency services.
- Cultural facilities and services such as libraries and cemeteries.

7. Public Health Action Plan

7.1 Vision

A healthy, safe, connected and resilient Brookton community where people of all ages have the opportunity to live healthy and active lives, access the support they need, and participate fully in community life.

7.2 Public Health Priorities

The following health and wellbeing priorities for the Shire of Brookton have been identified through an assessment of local health data and community consultation.

Support healthy eating and active living
Adult obesity, physical inactivity and sugar-sweetened drink consumption are all substantially higher than the state average. Community consultation also identified access to healthy food and opportunities for physical activity as important contributors to health and wellbeing.
Improve mental health and wellbeing
Mental health was identified as one of the community's leading public health concerns and the most requested focus for future health campaigns.
Reduce tobacco and vaping-related harm
Smoking prevalence and tobacco-attributable hospitalisations and deaths are higher than the state average.
Reduce alcohol-related harm
Alcohol-attributable hospitalisations and deaths are substantially above state levels, and alcohol-related harm was raised as a public health priority in community consultation.
Reduce injury and road trauma
Transport accident deaths are almost three times the state rate, and hospitalisations for falls, self-harm, assault and drowning are all elevated.
Support healthy ageing
An ageing population was ranked the community's highest public health priority, and the Shire's older residents carry a disproportionate share of the chronic disease burden.

The Shire has also identified the need to continue to prioritise community safety, access to essential health services, social connection and inclusion, preparedness for emergencies and management of environmental health risks as underlying determinants of wellbeing. These cross-cutting priorities are addressed through the actions under the Promote, Prevent, Protect and Enable domains below.

7.3 Domains for Action

The following actions have been developed in response to the health data and community priorities identified for the Shire of Brookton. The actions focus on areas where the Shire can have a practical influence through its planning, facilities, programs, advocacy, communication and partnerships.

The Action Plan is structured around four key domains consistent with the WA State Public Health Plan:

- **Promote** – create a healthy, connected and inclusive community where people have opportunities to be active, eat well and participate in community life.
- **Prevent** – reduce preventable illness, injury and premature death by addressing the key risk factors contributing to poor health in the Brookton community.
- **Protect** – Protect the community from public and environmental health risks and strengthen local emergency preparedness and resilience.
- **Enable** – Strengthen the systems, partnerships and environments that enable good health, including access to services, healthy ageing, inclusive infrastructure and community participation.

7.4 Action Plan

Promote

Objective: Create a healthy, connected and inclusive community where people have opportunities to be active, eat well and participate in community life.

Priority	Actions
1. Support healthy eating and active living	**1.1** Improve opportunities for residents to participate in regular physical activity by supporting accessible, low-cost and locally appropriate activities.
	1.2 Review existing recreation and community facilities to identify opportunities to increase use for informal physical activity, including walking, exercise and active recreation.
	1.3 Promote local opportunities for physical activity, including sporting clubs, recreation programs and community activities, through Shire communications.
	1.4 Explore opportunities to improve access to affordable, healthy and locally available food, particularly for residents experiencing transport or financial barriers.
	1.5 Encourage healthy food and drink options at Shire run events and activities.
2. Improve mental health and wellbeing	**2.1** Improve awareness of local and regional mental health services by maintaining accessible and up-to-date information about available supports on the Shire website.
	2.2 Work with local organisations and health providers to identify opportunities for community-based mental health and wellbeing initiatives.
	2.3 Support initiatives that enable social connection through community events, volunteering, recreation and intergenerational activities.
	2.4 Promote mental health and suicide prevention information through existing Shire communication channels and community networks.

Prevent	
Objective: reduce preventable illness, injury and premature death by addressing the key risk factors contributing to poor health in the Brookton community.	
Priority	**Actions**
1. Reduce tobacco and vaping-related harm	**1.1** Promote smoke-free and vape-free environments across Shire facilities, public spaces and events.
	1.2 Support awareness campaigns and cessation initiatives that encourage quitting smoking and vaping.
	1.3 Work with sporting clubs, community organisations and other local groups to encourage smoke-free and vape-free environments.
	1.4 Incorporate tobacco and vaping prevention messages into relevant youth, sporting and community initiatives.
2. Reduce alcohol-related harm	**2.1** Support the delivery of alcohol-free and family-friendly community events.
	2.2 Work with local sporting clubs, community groups and event organisers to encourage safer drinking environments and responsible alcohol management.
	2.3 Promote information about local alcohol support and counselling services through Shire communication channels.
3. Reduce injury and road trauma	**3.1** Identify local road safety and pedestrian safety issues through community feedback, incident data and regular assessment of Shire-managed infrastructure.
	3.2 Develop and maintain a prioritised list of road, pedestrian and traffic safety improvements for advocacy and future funding applications.
	3.3 Work with Main Roads WA, WA Police, RoadWise and other relevant agencies to advocate for improvements to high-risk roads and locations.
	3.4 Promote targeted road safety messages addressing local risks such as speeding, fatigue, drink driving and driving in rural conditions.
	3.5 Identify opportunities to improve pedestrian safety and accessibility around key community destinations, including the town centre, recreation facilities and community services.
	3.6 Support initiatives that reduce falls and other preventable injuries among older residents.

Protect

Objective: Protect the community from public and environmental health risks and strengthen local emergency preparedness and resilience.

Priority	Actions
4. Strengthen community resilience to health and environmental risks	**4.1** Identify the public health implications of local hazards, including bushfire, extreme heat, storms, power outages and other emergencies, and incorporate these into relevant Shire planning. **4.2** Strengthen community awareness of preparedness measures for heatwaves, bushfires, storms and other local hazards. **4.3** Consider the needs of older people and other residents who may be particularly vulnerable during emergencies when developing preparedness and response initiatives. **4.4** Promote practical information about protecting health during extreme weather events, including heat, smoke and poor air quality. **4.5** Work with the Local Emergency Management Committee to strengthen local resilience and emergency preparedness.
5. Maintain a healthy and safe local environment	**5.1** Continue to deliver the Shire's statutory environmental health responsibilities and maintain effective systems for identifying and responding to public health risks. **5.2** Use local environmental health information and community feedback to identify emerging risks and areas requiring additional education or intervention. **5.3** Promote food safety and safe food handling practices among local food businesses, community groups and event organisers. **5.4** Implement mosquito surveillance and control activities to minimise the risk of mosquito-borne disease transmission.

Enable	
Objective: strengthen the systems, partnerships and environments that enable good health, including access to services, healthy ageing, inclusive infrastructure and community participation.	
Priority	**Actions**
6. Improve access to health and well-being services	**6.1** Maintain a current directory of local and regional health, mental health, aged care and community support services and make this information readily accessible to residents.
	6.2 Advocate for the retention of essential local health services and access to visiting and outreach services.
	6.3 Work with regional health providers to identify service gaps affecting Brookton residents and advocate for appropriate responses.
	6.4 Improve community awareness of preventative health services, screening programs and other health supports available locally and regionally.
7. Support healthy ageing and independence	**7.1** Review Shire facilities, footpaths and public spaces against age friendly design principles and implement priority improvements to support mobility and independence.
	7.2 Improve opportunities for older residents to remain physically active, socially connected and involved in community life.
	7.3 Advocate for appropriate aged care, home support, respite and other services required to enable older residents to remain connected to the community.
	7.4 Promote falls prevention, home safety and healthy ageing information through local community networks and existing services.
8. Strengthen community infrastructure	**8.1** Audit and develop a priority list for upgrades to active recreation infrastructure.
	8.2 Identify opportunities to improve connectivity between residential areas, community facilities, recreation areas and key destinations.
	8.3 Incorporate universal design, accessibility, shade, seating, lighting and other age-friendly principles into the planning and renewal of public infrastructure.

8. Monitoring and evaluation framework

8.1 Integrated planning

The Public Health Plan forms part of the Shire of Brookton's Integrated Planning and Reporting (IPR) Framework and aligns with, informs and supports the Shire's broader strategic direction. Through this integrated approach, public health priorities are embedded into organisational planning, budgeting and service delivery, ensuring a coordinated and sustainable response.

8.2 Reporting

In accordance with Section 22 of the *Public Health Act 2016 (WA)*, local governments are required to report to the Chief Health Officer on the performance of functions under the Act.

The Shire will meet all statutory reporting requirements, including confirming the preparation and implementation of its Public Health Plan as requested by the Chief Health Officer.

Compliance reporting will be integrated into existing governance and reporting processes to ensure efficiency and transparency.



8.3 Implementation & Monitoring

Implementation of the actions contained within this Plan will be coordinated through the Shire's existing operational planning and reporting processes.

The Shire will:

- identify lead officers and partner organisations for priority actions;
- use existing programs and resources wherever possible rather than duplicating regional or State initiatives;
- pursue external funding opportunities to support priority projects;
- work with neighbouring local governments and regional organisations where a collaborative approach provides greater benefit;
- engage the community in the design and delivery of initiatives; and
- consider public health impacts when developing policies, infrastructure projects, events and services.

Progress against the Public Health Plan will be reviewed annually and reported through the Shire's existing planning and reporting processes.

Monitoring will focus on:

Implementation	Participation	Health and wellbeing outcomes
• The number of actions commenced and completed. • Activities and programs delivered. • Community organisations and partners engaged. • Funding applications and projects supported; and • Policy, infrastructure and environmental changes implemented.	• Community participation in health and wellbeing initiatives. • Participation in sport, recreation and physical activity programs. • Engagement with health promotion campaigns; and • Community participation in community and social activities.	Where data is available, the Shire will monitor trends in: • physical activity • overweight and obesity • smoking and vaping • alcohol-related harm • mental health and wellbeing • injury and road trauma • falls among older people • access to health and support services; and • population ageing and related health needs.

Health outcomes will generally be monitored over the longer term, recognising that many public health interventions require several years before measurable changes in population health indicators occur.

This Public Health Plan is intended to remain responsive and adaptable throughout its five-year lifespan. As new evidence, partnerships and funding opportunities emerge, additional initiatives may be incorporated to address evolving community needs and priorities.

A comprehensive review will occur at the midpoint of the Plan and inform development of the next Public Health Plan.

Appendix 1. Community Profile

As of 30 June 2024, an estimated 962 people lived in the Shire of Brookton. Around 53.2% were male and 46.8% were female (Figure 1). Other selected population measures are provided in Table 1.

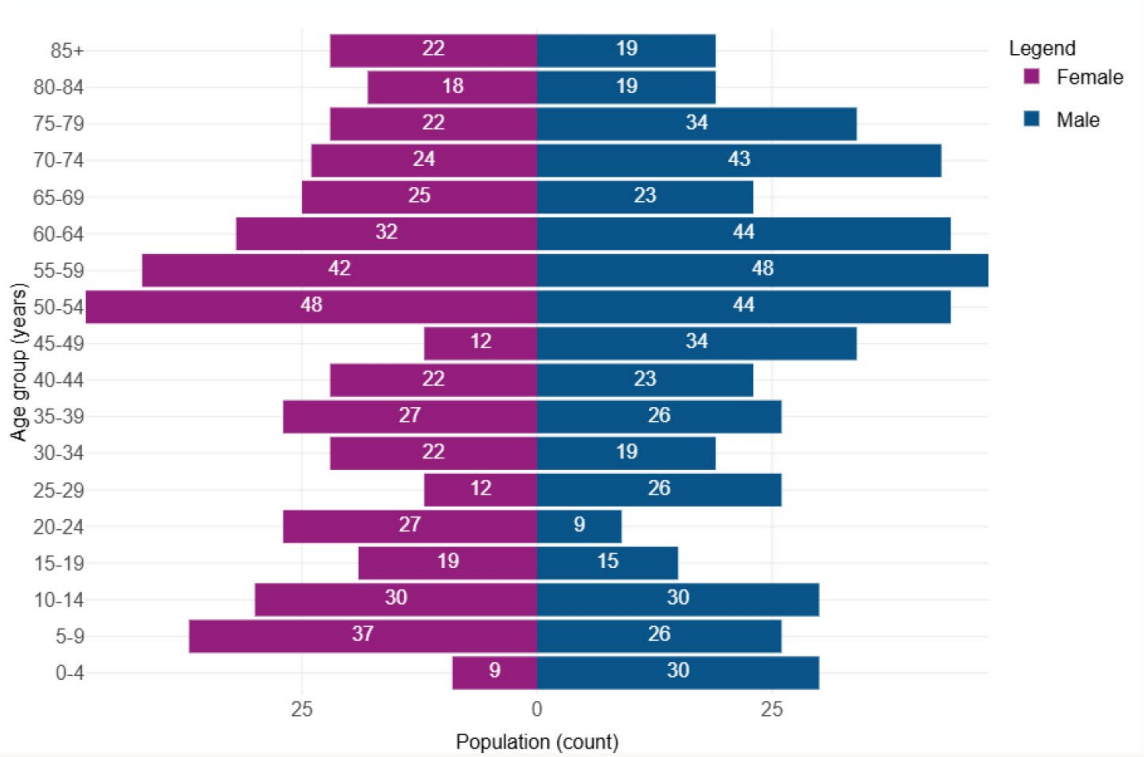


Figure 1. Population by age group and sex, Shire of Brookton (2024).

Source: 2024 Estimated Resident Population, Australian Bureau of Statistics.

General population	Brookton (LGA)	Western Australia
Geographic area (size)	1,626 square kilometres	~2.53 million square kilometres[21]
Population	962	2,965,000[22]
Population density	1.69 residents per km^2	0.85 residents per km^2
Residents born in Australia	78.4%	62%
Households where a non-English language is used	5.4%	21.2%
Median age of residents	50 years	38 years
Disability	22 National Disability Insurance Scheme (NDIS) participants (30 June 2026)[23]	
Average number of people per household	3.2	3.2
Aboriginal and or Torres Strait Islander	9.6% of residents identify as Aboriginal and or Torres Strait Islander	3.3%
Homeowners	51.5% of residents owned a home outright.	29.2%
Vehicle ownership	4.4% of residents do not own a vehicle	4.9%
Carers	12.9% of residents provided unpaid care to a person with a disability, health condition or due to old age	10.7%
Non-school qualification at Certificate III level or above	37.8% of residents have a Certificate III level qualification or above (9.7% of which had a bachelor's degree level or above)	50.9% (of which 23.8% had a bachelor's degree level or above)
Volunteers	27.6% of residents were involved in voluntary work for an organisation or group	15.9%
Year 12	Yr 12 was the highest level of attainment for 13% of residents	Yr 12 was the highest level of attainment for 15.5% of the population

Table 1. Shire of Brookton Population Data. Sourced from the ABS 2021 Census of Population and Housing unless otherwise stated

[21] Area of Australia - States and Territories | Geoscience Australia
[22] National, state and territory population, June 2024
[23] National Disability Insurance Scheme (NDIS) participant datasets. Participant count by Local Government area as of 30 June 2026.

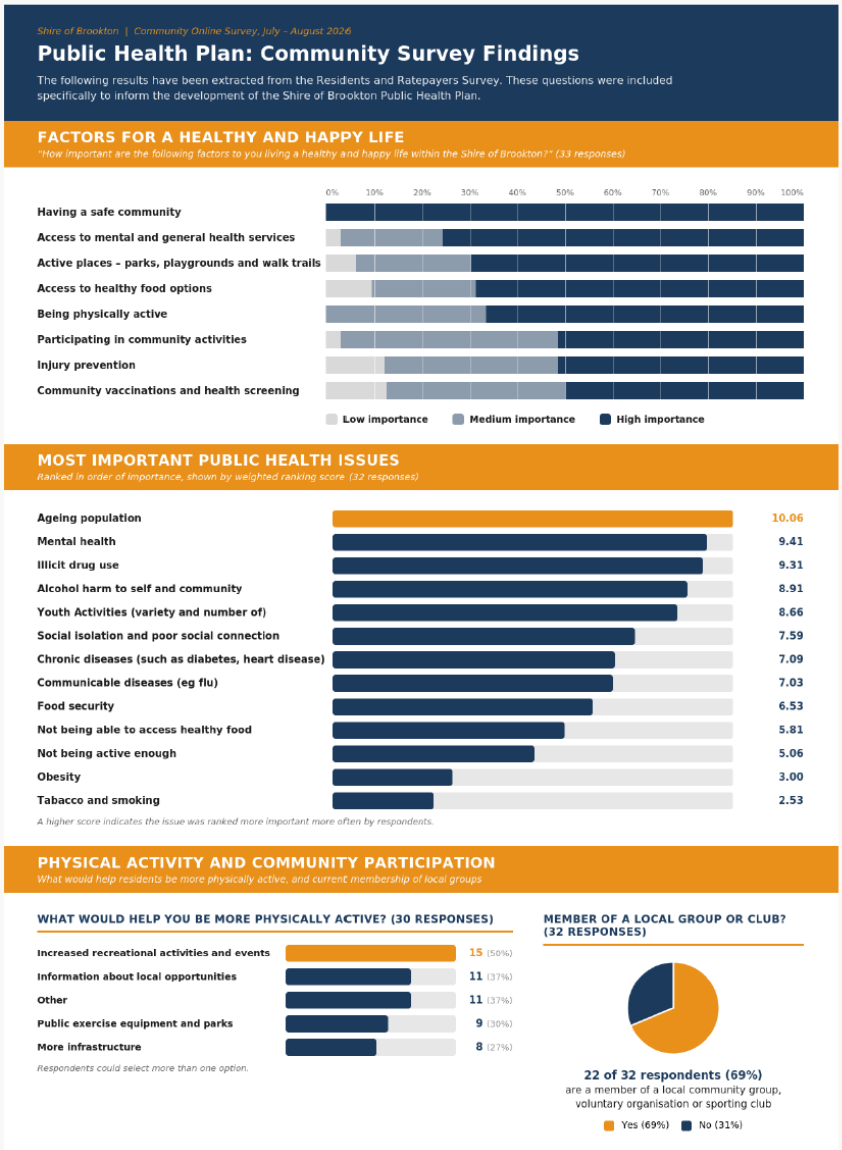
Appendix 2. Community Engagement Report

Input into the Shire of Brookton's Public Health Plan was sought from community members through a residents and rate payer survey and community workshops conducted in August 2026. A total of 161 people were engaged through this process.

Residents & Rate Payer Survey

The residents and rate payers survey asked respondents to rate the importance of various factors that contribute to a healthy and happy life. Having a safe community was rated as being of high importance to 100% of respondents. Other factors that were rated has highly important were access to mental and general health services, active places and access to healthy food options.

The top five most important public health issues as ranked by respondents are an aging population, mental health, illicit drug use, alcohol harm and lack of youth activities. Respondents indicated that having increased recreational activities and events would help them be more physically active.

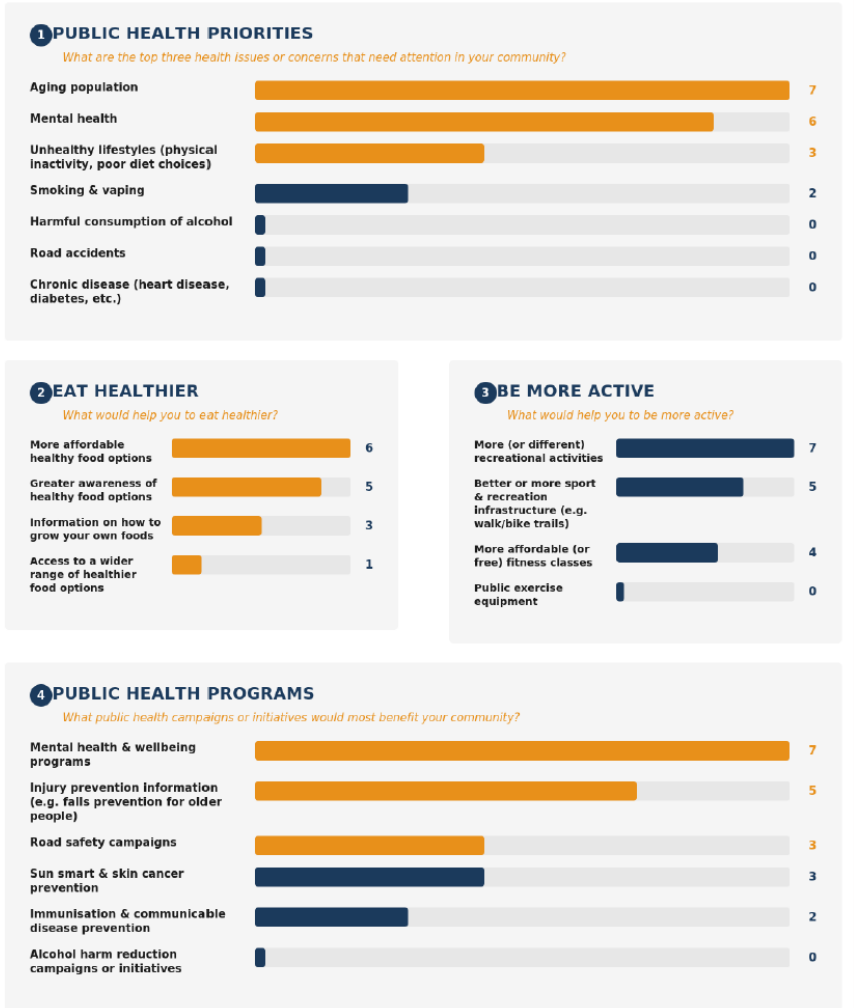


Workshop Feedback

The top 3 public health issues or concerns identified by the community were ageing population, mental health and unhealthy lifestyles.

To help people live healthier lifestyles in Brookton residents identified more affordable healthy food options and greater awareness of healthy food options as ways that would help them eat healthier and more or different recreational activities and better or more sport and recreational infrastructure as ways that would help them be more active.

When asked what public health campaigns or initiatives would most benefit the community the top responses were mental health and wellbeing programs followed by injury prevention information and road safety campaigns.



16.10.26 ELECTED MEMBERS MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN

Nil.

17.10.26 NEW BUSINESS OF AN URGENT NATURE INTRODUCED BY DECISION OF MEETING

17.10.26.01 URGENT BUSINESS – ADDITIONAL DOGS & SENIORS HOUSING

File No:	COM002
Date of Meeting:	15 October 2026
Location/Address:	N/A
Name of Applicant:	N/A
Name of Owner:	N/A
Author/s:	Gary Sherry – Chief Executive Officer
Authorising Officer:	Gary Sherry – Chief Executive Officer
Declaration of Interest:	The author and authorising officer do not have an interest in this item
Voting Requirements:	Simple Majority
Previous Report:	N/A

Summary of Report:
Council is to consider reviewing a request to consider urgent business including applications to consider additional dogs and policy to allow the selection of applicants for Council's Senior Housing.

Description of Proposal: Nil

Background:
Staff are attempting to complete and distribute the Council Agenda by the Friday prior to a Council Meeting. The public comment closed for the Permit for Additional dogs after the agenda publication date and the refurbishment of the Mokine Unit is progressing significantly quicker than expected.

Consultation: Nil
Statutory Environment: Nil

Relevant Plans and Policy:
Shire of Brookton Policy
MEETING PROCEDURES

3.4 New business of an urgent nature

(1) In cases of extreme urgency or other special circumstances, matters may, on a motion by the presiding member that is carried by the meeting, be raised without notice and decided by the meeting.

(2) In subclause (1), 'cases of extreme urgency or other special circumstances' means matters that have arisen after the preparation of the agenda that are considered by the presiding member to be of such importance and urgency that they are unable to be dealt with administratively by the local government and must be considered and dealt with by the council before the next meeting.

Financial Implications: Nil

Risk Assessment:
Should the Council not support this item, there is a small reputational risk arising from not considering the urgent business.

Consequence / Likelihood	Insignificant	Minor	Moderate	Major	Extreme
Almost Certain	Medium	High	High	Severe	Severe
Likely	Low	Medium	High	High	Severe
Possible	Low	Medium	Medium	High	High
Unlikely	Low	Low	Medium	Medium	High
Rare	Low	Low	Low	Low	Medium

Risk Rating	Action
LOW	Monitor for continuous improvement.
MEDIUM	Comply with risk reduction measures to keep risk as low as reasonably practical.
HIGH	Review risk reduction and take additional measures to ensure risk is as low as reasonably achievable.
SEVERE	Unacceptable. Risk reduction measures must be implemented before proceeding.

Community & Strategic Objectives: Nil
Comment: Nil

PRESIDING MEMBER'S RECOMMENDATION

That Council consider the urgent business including:

1. applications for Multi Pet Permits; and

2. revised policy to clarify the selection of applications for residency in Council's Seniors Accommodation.

OCM 10.26-11
COUNCIL RESOLUTION
Moved: Cr McCabe Seconded: Cr Copping

That Council consider the urgent business including:

1. applications for Multi Pet Permits; and

2. revised policy to clarify the selection of applications for residency in Council's Seniors Accommodation.

CARRIED BY SIMPLE MAJORITY VOTE 7/0

For: Cr Wallis, Cr McCabe, Cr Andretta, Cr Crouch, Cr Copping, Cr Harben, Cr Toop
Against: Nil

17.10.26.02 REQUEST FOR 4 DOGS – LOT 265 (HN.48) CUMMING STREET, BROOKTON

File No:	REG050F
Date of Meeting:	15 October 2026
Location/Address:	48 Cumming Street Brookton
Name of Applicant:	Mr Graeme Elliott
Name of Owner:	Shire of Brookton
Author/s:	Jennie Mason – Governance Officer
Authorising Officer:	Gary Sherry – Chief Executive Officer
Declaration of Interest:	The authors do not have an interest in this matter
Voting Requirements:	Simple Majority
Previous Report:	Nil

Summary of Item:
Council is to consider an application received by Mr Graeme Elliott, 48 Cumming Street Brookton to keep 4 dogs at the premises.

Description of Proposal:
Mr Elliott's application seeks approval for the keeping at 48 Cumming Street Brookton of 4 dogs, 1 x Female Kelpie, 1 x Female Dachshund & 2 x Male Dachshund. Mr Elliott's application is included at Attachment 17.10.26.02A.

The details of Mr Elliott's proposed four dogs are:

Name	Male/ Female	Breed	Age Years	Registration	Microchip #
Koorda	Female	Kelpie	9yrs	2600041	953010006881978
Snickers	Female	Dachshund	2yrs	2600053	991003002744498
Snaggers	Male	Dachshund	2yrs	2600054	953010006881873
Moose	Male	Dachshund	5 mths	2600087	991003003234053

Council's contract Ranger completed an inspection of Mr Elliott's property on 7 October 2026. The Ranger did not identify any containment concerns past or present. The Ranger's report is included at Attachment 17.10.26.02B.

Background:
The Shire of Brookton's Dogs Local Law section 3.2 limits the number of dogs permitted to be kept within a town site to 2 dogs over the age of 3 months and the young of those dogs under that age.

Under Section 26 (3) of the Dog Act 1976 a local government may grant an exemption subject to any conditions it may choose to apply (but cannot authorise the keeping of more than 6 dogs that have reached the age of 3 months unless under a kennel licence.)

Mr Elliott was granted an approved application in October 2024 to keep 3 dogs at the premises.

Consultation:
There has been consultation between Council's contract Ranger and neighbouring resident's properties. The Shire invited comments on this Application from neighbours for 14 days.

One objection was provided to the Shire. This is included in Attachment 17.10.26.02C. In April 2025, the Shire received a complaint regarding barking dogs at Mr Elliott's property. The matter was investigated and subsequently resolved between Mr Elliott and his neighbour.

Statutory Environment:
Dog Act 1976
26. Limitation as to numbers
(3) Where by a local law under this Act a local government has placed a limit on the keeping of dogs in any specified area but the local government is satisfied in relation to any particular premises that the provisions of this Act relating to approved kennel establishments need not be applied in the circumstances, the local government may grant an exemption in respect of those premises but any such exemption —
  (a) may be made subject to conditions, including a condition that it applies only to the dogs specified in the exemption; and
  (b) cannot authorise the keeping in or at those premises of —
    (i) more than 6 dogs that have reached 3 months of age; or
    (ii) a dog under that age unless it is a pup of a dog whose keeping is authorised by the exemption; and
  (c) may be revoked or varied at any time.

Shire of Brookton Dog Local Law 2001 (Consolidated)
3.2 Limitation on the number of dogs
(1) This clause does not apply to premises which have been—
  (a) licensed under Part 4 as an approved kennel establishment; or
  (b) granted an exemption under section 26(3) of the Act.
(2) Other than in an area zoned 'Farmland' under the town planning scheme, the limit on the number of dogs which may be kept on any premises is, for the purpose of section 26(4) of the Act, 2 dogs over the age of 3 months and the young of those dogs under that age.

Relevant Plans and Policy:
There are no plans or policies applicable to this matter.

Financial Implications:
Adoption of the Officer's Recommendation will increase dog registration income. This increase is insignificant against the cost of enforcement actions under the Dog Act.

Risk Assessment:
The risk in relation to this request and based on the investigation undertaken by the Shire's Contract Ranger is deemed 'Medium'.

Consequence / Likelihood	Insignificant	Minor	Moderate	Major	Extreme
Almost Certain	Medium	High	High	Severe	Severe
Likely	Low	Medium	High	High	Severe
Possible	Low	Medium	Medium	High	High
Unlikely	Low	Low	Medium	Medium	High
Rare	Low	Low	Low	Low	Medium

Risk Rating	Action
LOW	Monitor for continuous improvement.
MEDIUM	Comply with risk reduction measures to keep risk as low as reasonably practical.
HIGH	Review risk reduction and take additional measures to ensure risk is as low as reasonably achievable.
SEVERE	Unacceptable. Risk reduction measures must be implemented before proceeding.

Community & Strategic Objectives:
This matter relates to a statutory approval proposal under the Dog Act, 1976 and has no direct strategic or community objective.

Comment: Nil

OFFICER'S RECOMMENDATION

That Council, pursuant to section 26(3) of the Dog Act 1976, grant permission for three dogs, including:

No.	Name	Male/Female	Breed	Microchip #
2600053	Snickers	Female	Dachshund	991003002744498
2600054	Snaggers	Male	Dachshund	953010006881873
2600087	Moose	Male	Dachshund	991003003234053
2600041	Koorda	Female	Kelpie	953010006881978

to be kept at 48 Cumming Street Brookton conditional upon:

1. All four dogs are to remain at the property of 48 Cumming Street Brookton. Any relocation to an alternative place of residence within the Shire nullifies this approval; and

2. The owner maintains full registration of all four dogs in accordance with the Dog Act 1976; and

3. The dogs being consistently restrained in an enclosed yard, as required by the legislation; and

4. This approval only extends to the specified dogs above, approved by Council and does not permit any new dogs; and

5. The approval may be revoked if there are any breaches of the Dog Act 1976.

(Simple majority vote required)

OCM 10.26-12

COUNCIL RESOLUTION

Moved: Cr Andretta Seconded: Cr Crouch

That Council, pursuant to section 26(3) of the Dog Act 1976, grant permission for four dogs, including:

No.	Name	Male/Female	Breed	Microchip #
2600053	Snickers	Female	Dachshund	991003002744498
2600054	Snaggers	Male	Dachshund	953010006881873
2600087	Moose	Male	Dachshund	991003003234053
2600041	Koorda	Female	Kelpie	953010006881978

to be kept at 48 Cumming Street Brookton conditional upon:

1. ***All four dogs are to remain at the property of 48 Cumming Street, Brookton. Any relocation to an alternative place of residence within the Shire nullifies this approval; and***

2. ***The owner maintains full registration of all four dogs in accordance with the Dog Act 1976; and***

3. ***The dogs being consistently restrained in an enclosed yard, as required by the legislation; and***

4. ***This approval only extends to the specified dogs above, approved by Council and does not permit any new dogs; and***

5. ***The approval may be revoked if there are any breaches of the Dog Act 1976.***

CARRIED BY SIMPLE MAJORITY VOTE 6/1

For: Cr Wallis, Cr Andretta, Cr Crouch, Cr Copping, Cr Harben, Cr Toop
Against: Cr McCabe

Attachments

Attachment 17.10.26.02A – Application Form – Mr Elliott
Attachment 17.10.26.02B – Ranger - House/Property Inspection Report & Photo's
Attachment 17.10.26.02C – Comment from Neighbouring Property

Shire of Brookton
Growing the future

APPLICATION TO KEEP MORE THAN 2 DOGS OVER THE AGE OF 3 MONTHS

Dog Act 1976

OWNER'S DETAILS

FULL NAME: Graeme Elliott ASSESSMENT NO: A417

RESIDENTIAL ADDRESS: 48 Cumming Street Brookton

MOBILE: 0458 541 109

EMAIL: charlene_hayden@live.com

ADDRESS OF PREMISES AT WHICH DOGS ARE TO BE KEPT *(if different from above)*:

DETAILS OF ADDITIONAL DOGS PROPOSED TO BE KEPT AT THE PREMISES

Dog	Breed (including mixed)	Gender M / F	Sterilised Y / N	Colour	Age At the date of this application	Microchip Number	Dog's Name
1	Dachshund	F	N	Black / Tan	2yrs/4mths	991003002744498	Snickers
2	Dachshund	M	N	Tan	2yrs/4mths	953010006881873	Snaggers
3	Dachshund	M	N	Black / Tan	4mths	991003003234053	Moose
4	Kelpie	F	N	Red	9yrs/1mth	953010006881978	Koorda
5							
6							

Notes

1 Under the Shire of Brookton Local Law 2001, 1 or 2 registered dogs over the age of 3 months, and any pups of that dog or those dogs under the age of 3 months, may be kept at any premises.

2 Pups under the age of 3 months that are the offspring of a dog covered by exemption may be kept until they reach the age of 3 months.

3 All adult dogs kept at the premises must be microchipped and registered with the Shire of Brookton.

DECLARATION

I declare that the premises listed above are suitable for the number of dogs proposed to be kept there, that an adequate fence is in place to confine the dogs to the property, and that I will make all reasonable endeavours to ensure that the dogs do not cause a nuisance.

SIGNATURE OWNER [signature] DATE: 16·07·26

I Graeme Robert Elliot

Make an application for a temporary exemption to be granted as provided in section 26 of the Dog Act 1976 (As amended) in order, to permit me to keep more than two dogs at the premises stated in my application.

I understand that the Shire of Brookton may be required to carry out an inspection of the nominated premises. I agree that the Shire of Brookton may at any time withdraw or amend the terms of any exemption which may at any time be granted with respect to section 26 of the Dog Act 1976.

I understand that for the purpose of the application the information on the numbers, breed, sex and location of the dogs covered in this application will be released to surrounding properties as part of the Shire of Brookton application process.

I understand the application is assessed by Council and after a resolution has been given by the Council at a Council Meeting, I will be informed in writing of the outcome of this application.

I understand that if I am aggrieved with the decision of the Council, I have the right of appeal to the State Appeals Tribunal in writing.

I declare that the information provided in my application by me is true and correct to the best of my knowledge.

Signed: _____ Date: 16.07.26
(Applicants Signature)

Signed: _____ Date: 16.07.2026
(Witness Signature)

OFFICE USE ONLY

FEE PAYABLE: $ 124.00 PAYMENT DATE: 22/7/26 RECEIPT No: 54212.

APPROVED YES / NO *(COUNCIL DECISION ATTACHED)* DATE: _____

CONDITIONS (IF APPLICABLE) _____

IF NOT APPROVED, PROVIDE REASON) (S): _____

TITLE OF AUTHORISED PERSON MAKING THIS DECISION: _____

NAME OF AUTHORISED PERSON _____

SIGNATURE OF AUTHORISED PERSON: _____

APPLICANT ADVISED (DATE): _____

MULTIPLE DOG PROPERTY INSPECTION

Section A:	
Date/ Time of Inspection:	Date: 07/10/2026 Time: 12.11pm
Allowed Access to Property:	**Yes** ☑ **No** ☐ **If no, why?**
Rangers Completing Inspection:	1) Keith Squibb
	2)

Section B: Owner Details	
Registered Owner Name:	**Graeme Elliott**
Address of Inspection:	**48 Cumming St Brookton**
Telephone Number:	**0458541109**

Section C: Details of Dog/s	
Dog Name:	Snickers
Breed / Colour:	Dachshund Blk/Tan
Sex:	Female
Dog Registered:	**Yes** ☑ **No** ☐
Council Registered:	**Brookton**
Dog Sterilised:	**Yes** ☐ **No** ☑
Microchip #:	991003002744498
Council Tag #:	2600053

Section C: Details of Dog/s	
Dog Name:	Snaggers
Breed / Colour:	Tan
Sex:	Dachshund
Dog Registered:	**Yes** ☑ **No** ☐
Council Registered:	**Brookton**
Dog Sterilised:	**Yes** ☐ **No** ☑
Microchip #:	953010006881873
Council Tag #:	2600054

Section C: Details of Dog/s	
Dog Name:	Moose
Breed / Colour:	Black/Tan Dachshund
Sex:	Male
Dog Registered:	Yes ☑ No ☐
Council Registered:	Brookton
Dog Sterilised:	Yes ☐ No ☑
Microchip #:	991003003234053
Council Tag #:	2600087

Section C: Details of Dog/s	
Dog Name:	Koorda
Breed / Colour:	Red Kelpie
Sex:	Female
Dog Registered:	Yes ☑ No ☐
Council Registered:	Brookton
Dog Sterilised:	Yes ☐ No ☑
Microchip #:	953010006881978
Council Tag #:	2600041

Section E: Fencing Inspection *Recommended Height – Minimum 6ft or 1.8m (dependant upon breed)*		
Gates		Notes
Self-Locking Gates:	Yes ☑ No ☐	
Self-Closing Gates:	Yes ☑ No ☐	
Secure/ Sturdy Gates:	Yes ☑ No ☐	
Gate Heights:	RHS - 1.0 (Metres) LHS - 1.0 (Metres)	
Gates – Passed/ Failed	Passed ☑ Failed ☐	
Fences		
Rear height:	1200mm	
LHS Height:	1200mm	
RHS Height:	1200mm	
Front height:	1200mm	
Dog Adequately Confined:	Yes ☑ No ☐	
Fences Passed/ Failed	Passed ☑ Failed ☐	

Section F: House/ Yard Details	
Back Yard:	Large ☑ Medium ☐ Small ☐ Nil ☐
Dog Contained to Yard/ House:	Yard ☑ House ☑
Unit/ Apartment:	Unit ☐ Apartment ☐
Containment Problems:	Yes ☐ No ☑
Detail Problems:	No containment issues past or present

Section G: Ranger Actions		
		Attached
Dog Registration Confirmed:	Yes ☑ No ☐	
Updated details with Microchip Company:	Yes ☐ No ☑	
Photograph of Dog:	Yes ☑ No ☐	Yes ☐ No ☑
Photographs of Fences/ Gates:	Yes ☑ No ☐	Yes ☑ No ☐
Application Fee Paid (If applicable)	Yes ☑ No ☐ N/A ☐	

Section H: Inspection Outcome/ Follow Up	
Inspection Passed/ Failed:	Pass ☑ Fail ☐
Follow up Inspection required:	Yes ☐ No ☑
Follow-up Inspection required for:	Fences ☐ Gates ☐ Collar ☐ Muzzle ☐ Signs ☐ Refused Access ☐ Other ☐ (Detail Other) –
Date of Follow-up Inspection:	n/a

Section J: Inspecting Ranger Sign Off	
Attending Ranger 1:	*Keith Squibb*
Signed:	
Ranger Recommendations:	***As this property has previously held a multipet permit for 3 dogs and there have been no issues, I see there not being any with 4 dogs as the 4th dog is a Dachshund and property inspection has passed.*** ***Therefore, my recommendation would be to approve.***
Date:	***07/10/2026***


7 Oct 2026 12:12:29
Cumming Street
Brookton, Shire of Brookton 6306


7 Oct 2026 12:11:51
Cumming Street
Brookton, Shire of Brookton 6306


7 Oct 2026 12:11:31
Cumming Street
Brookton, Shire of Brookton 6306


7 Oct 2026 12:12:16
Cumming Street
Brookton, Shire of Brookton 6306

From: Benjamin Bingham <[redacted]
Sent: Wednesday, 7 October 2026 12:56 PM
To: Administration Officer <mail@brookton.wa.gov.au>
Subject:

You don't often get email from [redacted] Learn why this is important

Dear Shire of Brookton,

I am writing to formally object to the application submitted by Mr Greame Elliot (property owner at 48 Cumming Street, WA 6306) seeking exemption under section 26(3) of the Dog Act 1976 to keep four dogs on his property.

My objection is based on significant noise disturbance and barking that has already been caused by the existing animals on this property – both dogs and sheep. The current level of noise, including persistent barking that extends into neighboring properties (including at neighbors' dogs), creates a substantial nuisance for residents in the immediate area. This ongoing disturbance demonstrates that the applicant's property is not suitable for keeping additional dogs without causing further disruption to neighbours.

Given these existing issues, I strongly oppose any increase in the number of dogs permitted on this property. The addition of more dogs would only exacerbate the noise problems already affecting our neighbourhood and would be detrimental to the quality of life for residents living nearby.

I respectfully request that your Council give due consideration to my objection when determining whether to grant this exemption.

Thankyou

17.10.26.03 REQUEST FOR 3 DOGS – LOT 288 (HN.51) KING STREET, BROOKTON

File No:	REG050F
Date of Meeting:	15 October 2026
Location/Address:	51 King Street Brookton
Name of Applicant:	Mr Anton Walter
Name of Owner:	Shire of Brookton
Author/s:	Jennie Mason – Governance Officer
Authorising Officer:	Gary Sherry – Chief Executive Officer
Declaration of Interest:	The authors do not have an interest in this matter
Voting Requirements:	Simple Majority
Previous Report:	Nil

Summary of Item:
Council is to consider an application received by Mr Anton Walter, 51 King Street Brookton to keep 3 dogs at the premises.

Description of Proposal:
Mr Walter's application seeks approval for the keeping at 51 King Street Brookton of 3 dogs, 1 male American Bulldog cross and 2 Female Boerboels. Mr Walter's application is included at Attachment 17.10.26.03A.

The details of Mr Walter's dogs are:

Name	Male/ Female	Breed	Age Years	Registration	Microchip #
Lagertha	Female	Boerboel	10 mths	2600083	953010008041715
Cleopatra	Female	Boerboel	2.5 yrs	2600081	991003002098730
Spartacus	Male	American Bulldog	4 yrs	2600085	953010100481268

Council's contract Ranger completed an inspection of Mr Walter's property on 7 October 2026. The Ranger did not identify any containment concerns present. The Ranger's report is included at Attachment 17.10.26.03B.

Background:
The Shire of Brookton's Dogs Local Law section 3.2 limits the number of dogs permitted to be kept within a town site to 2 dogs over the age of 3 months and the young of those dogs under that age.

Under Section 26 (3) of the Dog Act 1976 a local government may grant an exemption subject to any conditions it may choose to apply (but cannot authorise the keeping of more than 6 dogs that have reached the age of 3 months unless under a kennel licence.)

Mr Walters submitted his initial application in June 2026. The application was placed on hold to allow sufficient time for the installation of new fencing, and temporary conditional approval was granted. The correspondence issued at the time advised that the fencing was required to be completed within the specified period, failing which the application would be refused.

Following an inspection of the property, the Shire determined that the fencing had not been completed in a timely manner to a standard that satisfied the requirements of the *Dog Act 1976* (WA). Mr Walters' application was then refused.

Mr Walters subsequently submitted a second application in September 2026 included at Attachment 17.10.26.03A.

Consultation:
There has been consultation between Council's contract Ranger and neighbouring resident's properties. The Shire invited comments on this Application from neighbours for 14 days.

One objection was provided to the Shire. This is included in Attachment 17.10.26.03C. The Shire has not received any further complaints about Mr Walter's dogs, since the fencing was installed.

Statutory Environment:
Dog Act 1976
26. Limitation as to numbers
(3) Where by a local law under this Act a local government has placed a limit on the keeping of dogs in any specified area but the local government is satisfied in relation to any particular premises that the provisions of this Act relating to approved kennel establishments need not be applied in the circumstances, the local government may grant an exemption in respect of those premises but any such exemption —
    (a) may be made subject to conditions, including a condition that it applies only to the dogs specified in the exemption; and
    (b) cannot authorise the keeping in or at those premises of —
        (i) more than 6 dogs that have reached 3 months of age; or
        (ii) a dog under that age unless it is a pup of a dog whose keeping is authorised by the exemption; and
    (c) may be revoked or varied at any time.

Shire of Brookton Dog Local Law 2001 (Consolidated)
3.2 Limitation on the number of dogs
(2) This clause does not apply to premises which have been—
    (a) licensed under Part 4 as an approved kennel establishment; or
    (b) granted an exemption under section 26(3) of the Act.
(2) Other than in an area zoned 'Farmland' under the town planning scheme, the limit on the number of dogs which may be kept on any premises is, for the purpose of section 26(4) of the Act, 2 dogs over the age of 3 months and the young of those dogs under that age.

Relevant Plans and Policy:
There are no plans or policies applicable to this matter.

Financial Implications:
Adoption of the Officer's Recommendation will increase dog registration income. This increase is insignificant against the cost of enforcement actions under the Dog Act.

Risk Assessment:
The risk in relation to this request and based on the investigation undertaken by the Shire's Contract Ranger is deemed 'Medium'.

Consequence / Likelihood	Insignificant	Minor	Moderate	Major	Extreme
Almost Certain	Medium	High	High	Severe	Severe
Likely	Low	Medium	High	High	Severe
Possible	Low	Medium	Medium	High	High
Unlikely	Low	Low	Medium	Medium	High
Rare	Low	Low	Low	Low	Medium

Risk Rating	Action
LOW	Monitor for continuous improvement.
MEDIUM	Comply with risk reduction measures to keep risk as low as reasonably practical.
HIGH	Review risk reduction and take additional measures to ensure risk is as low as reasonably achievable.
SEVERE	Unacceptable. Risk reduction measures must be implemented before proceeding.

Community & Strategic Objectives:
This matter relates to a statutory approval proposal under the Dog Act, 1976 and has no direct strategic or community objective.

Comment: Nil

OFFICER'S RECOMMENDATION

That Council, pursuant to section 26(3) of the Dog Act 1976, grant permission for three dogs, including:

No.	Name	Male/Female	Breed	Microchip #
2600083	Lagertha	Female	BoerBoel	953010008041715
2600081	Cleopatra	Female	Boerboel	991003002098730
2600085	Spartacus	Male	American Bulldog	953010100481268

to be kept at 51 King Street Brookton conditional upon:

1. All three dogs are to remain at the property of 51 King Street Brookton. Any relocation to an alternative place of residence within the Shire nullifies this approval; and

2. The owner maintains full registration of all three dogs in accordance with the Dog Act 1976; and

3. The three dogs being consistently restrained in an enclosed yard, as required by the legislation; and

4. This approval only extends to the specified dogs above, approved by Council and does not permit any new dogs; and

5. The approval may be revoked if there are any breaches of the Dog Act 1976.

(Simple majority vote required)

OCM 10.26-13

COUNCIL RESOLUTION

Moved: Cr Andretta Seconded: Cr Copping

That Council, pursuant to section 26(3) of the Dog Act 1976, grant permission for three dogs, including:

No.	Name	Male/Female	Breed	Microchip #
2600083	Lagertha	Female	BoerBoel	953010008041715
2600081	Cleopatra	Female	Boerboel	991003002098730
2600085	Spartacus	Male	American Bulldog	953010100481268

to be kept at 51 King Street Brookton conditional upon:

1. ***All three dogs are to remain at the property of 51 King Street Brookton. Any relocation to an alternative place of residence within the Shire nullifies this approval; and***

2. ***The owner maintains full registration of all three dogs in accordance with the Dog Act 1976; and***

3. ***The three dogs being consistently restrained in an enclosed yard, as required by the legislation; and***

4. ***This approval only extends to the specified dogs above, approved by Council and does not permit any new dogs; and***

5. ***The approval may be revoked if there are any breaches of the Dog Act 1976.***

CARRIED BY SIMPLE MAJORITY VOTE 6/1

For: Cr Wallis, Cr Andretta, Cr Crouch, Cr Copping, Cr Harben, Cr Toop
Against: Cr McCabe

Attachments

Attachment 17.10.26.03A – Application Form – Mr Walter
Attachment 17.10.26.03B – Ranger - House/Property Inspection Report & Photo's
Attachment 17.10.26.03C – Comment from Neighbouring Property

Shire of Brookton
Growing the future

APPLICATION TO KEEP MORE THAN 2 DOGS OVER THE AGE OF 3 MONTHS

Dog Act 1976

OWNER'S DETAILS

FULL NAME: Anton Walter

RESIDENTIAL ADDRESS: 51 King St Brookton

MOBILE: 0411 429 234

EMAIL: Antonwalter2014@yahoo.com.au

ADDRESS OF PREMISES AT WHICH DOGS ARE TO BE KEPT *(if different from above)*:

DETAILS OF ADDITIONAL DOGS PROPOSED TO BE KEPT AT THE PREMISES

Dog	Breed (including mixed)	Gender M / F	Sterilised Y / N	Colour	Age At the date of this application	Microchip Number	Dog's Name
1	Boerboel	F	N	Tan Black mask	10mths	953010008041715	Lagertha
2	Boerboel	F	N	Brown Black mask	2yrs 6mths	991003002098730	Cleopatra
3	Bulldog X	M	N	White	4yrs	953010100481268	Sparty
4							

Notes

1 Under the Shire of Brookton Local Law 2001, 1 or 2 registered dogs over the age of 3 months, and any pups of that dog or those dogs under the age of 3 months, may be kept at any premises.

2 Pups under the age of 3 months that are the offspring of a dog covered by exemption may be kept until they reach the age of 3 months.

3 All adult dogs kept at the premises must be microchipped and registered with the Shire of Brookton.

DECLARATION

I declare that the premises listed above are suitable for the number of dogs proposed to be kept there, that an adequate fence is in place to confine the dogs to the property, and that I will make all reasonable endeavours to ensure that the dogs do not cause a nuisance.

SIGNATURE OWNER _____ DATE: 4/09/2026

I ANTON WALTER

Make an application for a temporary exemption to be granted as provided in section 26 of the Dog Act 1976 (As amended) in order, to permit me to keep more than two dogs at the premises stated in my application.

I understand that the Shire of Brookton may be required to carry out an inspection of the nominated premises. I agree that the Shire of Brookton may at any time withdraw or amend the terms of any exemption which may at any time be granted with respect to section 26 of the Dog Act 1976.

I understand that for the purpose of the application the information on the numbers, breed, sex and location of the dogs covered in this application will be released to surrounding properties as part of the Shire of Brookton application process.

I understand the application is assessed by Council and after a resolution has been given by the Council at a Council Meeting, I will be informed in writing of the outcome of this application.

I understand that if I am aggrieved with the decision of the Council, I have the right of appeal to the State Appeals Tribunal in writing.

I declare that the information provided in my application by me is true and correct to the best of my knowledge.

Signed: _____ Date: 4/09/2026
(Applicants Signature)

Signed: _____ Date: 4/09/2026
(Witness Signature)

OFFICE USE ONLY

FEE PAYABLE: $124.00 PAYMENT DATE: 4-9-26 RECEIPT No: 54611

APPROVED YES / NO *(COUNCIL DECISION ATTACHED)* DATE: _____

CONDITIONS (IF APPLICABLE) _____

IF NOT APPROVED, PROVIDE REASON) (S): _____

TITLE OF AUTHORISED PERSON MAKING THIS DECISION: _____

NAME OF AUTHORISED PERSON _____

SIGNATURE OF AUTHORISED PERSON: _____

APPLICANT ADVISED (DATE): _____

MULTIPLE DOG PROPERTY INSPECTION

Section A:	
Date/ Time of Inspection:	Date: 07/10/2026 Time:11.45am
Allowed Access to Property:	**Yes** ☑ **No** ☐ **If no, why?**
Rangers Completing Inspection:	1) Keith Squibb
	2)

Section B: Owner Details	
Registered Owner Name:	**Anton Walter**
Address of Inspection:	51 King St Brookton
Telephone Number:	0411429234

Section C: Details of Dog/s	
Dog Name:	Legertha
Breed / Colour:	Tan/Black Boerboel
Sex:	Female
Dog Registered:	**Yes** ☑ **No** ☐
Council Registered:	**Brookton**
Dog Sterilised:	**Yes** ☐ **No** ☑
Microchip #:	953010008041715
Council Tag #:	2600083

Section C: Details of Dog/s	
Dog Name:	Cleopatra
Breed / Colour:	Brown/Black Boerboel
Sex:	Female
Dog Registered:	**Yes** ☑ **No** ☐
Council Registered:	**Brookton**
Dog Sterilised:	**Yes** ☐ **No** ☑
Microchip #:	991003002098730
Council Tag #:	2600081

Section C: Details of Dog/s	
Dog Name:	Spartacus
Breed / Colour:	White American Bulldog
Sex:	Male
Dog Registered:	Yes ☑ No ☐
Council Registered:	Brookton
Dog Sterilised:	Yes ☐ No ☑
Microchip #:	953010100481268
Council Tag #:	2600085

Section E: Fencing Inspection *Recommended Height – Minimum 6ft or 1.8m (dependant upon breed)*		
Gates		Notes
Self-Locking Gates:	Yes ☐ No ☑	Gates padlocked at all times
Self-Closing Gates:	Yes ☐ No ☑	
Secure/ Sturdy Gates:	Yes ☑ No ☐	
Gate Heights:	RHS - 1800 (Metres) LHS - 1800 (Metres)	
Gates – Passed/ Failed	Passed ☑ Failed ☐	
Fences		
Rear height:	1800m	
LHS Height:	1800m	
RHS Height:	1800m	
Front height:	1800m	
Dog Adequately Confined:	Yes ☑ No ☐	
Fences Passed/ Failed	Passed ☑ Failed ☐	

Section F: House/ Yard Details	
Back Yard:	Large ☑ Medium ☐ Small ☐ Nil ☐
Dog Contained to Yard/ House:	Yard ☑ House ☐
Unit/ Apartment:	Unit ☐ Apartment ☐
Containment Problems:	Yes ☐ No ☑
Detail Problems:	There are no containment problems with the installation of the fencing. The yard area that dogs have access is approximately 10500msq

Section G: Ranger Actions		
		Attached
Dog Registration Confirmed:	Yes ☑ No ☐	
Updated details with Microchip Company:	Yes ☐ No ☑	
Photograph of Dog:	Yes ☐ No ☐	Yes ☐ No ☑
Photographs of Fences/ Gates:	Yes ☑ No ☐	Yes ☑ No ☐
Application Fee Paid (If applicable)	Yes ☑ No ☐ N/A ☐	

Section H: Inspection Outcome/ Follow Up	
Inspection Passed/ Failed:	Pass ☑ Fail ☐
Follow up Inspection required:	Yes ☐ No ☑
Follow-up Inspection required for:	Fences ☐ Gates ☐ Collar ☐ Muzzle ☐ Signs ☐ Refused Access ☐ Other ☐ (Detail Other) –
Date of Follow-up Inspection:	

Section J: Inspecting Ranger Sign Off	
Attending Ranger 1:	Keith Squibb
Signed:	
Ranger Recommendations:	*With the new property fencing installed I have no concerns with regards to containment. There had been a couple of containment issues prior to this.* *My recommendation would be to approve the application subject to the terms and conditions as stated*
Date:	*07/10/2026*


7 Oct 2026 11:45:01
Tiller Street
Brookton, Shire of Brookton 6306


7 Oct 2026 11:45:07
Tiller Street
Brookton, Shire of Brookton 6306


7 Oct 2026 11:48:29
King Street
Brookton, Shire of Brookton 6306


7 Oct 2026 11:49:17
King Street
Brookton, Shire of Brookton 6306

From: Katrina Crute
To: Administration Officer
Cc: Jennie Mason
Subject: Formal Objection - Application to keep multiple dogs - 52 King Street
Date: Friday, 2 October 2026 7:46:56 AM

Dear Gary,

Thank you for the opportunity to comment on the application to keep multiple dogs at the property opposite ours.

We strongly object to this application on the grounds of public safety, the demonstrated aggressive behaviour of the dogs and the significant risk they pose to neighbouring residents, pedestrians and other animals.

Since the current owner moved into the property, there have been multiple incidents involving these dogs being unrestrained, including attacks on people passing by and other dogs. These are not hypothetical concerns. The dogs have already demonstrated that they pose a genuine risk, with multiple incidents occurring over the past five months.

The dogs are large, extremely aggressive and unpredictable. Their behaviour has significantly affected our ability to feel safe in our own neighbourhood. What was previously a friendly and incident-free neighbourhood has become one where we have genuinely felt at risk undertaking something as simple as taking our bins to the front gate or walk our dog.

We acknowledge that the owner has since installed substantial fencing and that, to our knowledge, the dogs have remained contained since its installation. However, the fencing does not change their demonstrated behaviour or eliminate the risk they pose. They continue to aggressively lunge at anyone passing the property, creating considerable fear and concern.

Our greatest concern is what happens if that containment fails. A gate inadvertently left open, a damaged section of fencing or ground undermined beneath the fence could result in these dogs escaping. Given their previous behaviour, we believe the potential consequences could be extremely serious.

We also understand that the original application relates to three dogs, although there are now four dogs at the property. We ask that the Shire clarify this discrepancy and ensure its assessment considers the actual number of dogs being kept.

Given the history of attacks and the dogs' continuing aggressive behaviour, we also formally request that the Shire investigate whether any or all of these dogs meet the criteria for declaration as dangerous dogs under section 33E of the *Dog Act 1976*. We

believe this matter warrants investigation independently of the application to keep additional dogs.

We believe the Shire needs to give considerable weight to the history of incidents, the ongoing aggressive behaviour of the dogs and the potential consequences of another attack. The installation of fencing should not, in itself, be considered sufficient grounds for approval.

We strongly request that the Shire refuse this application on public safety grounds.

Should the Shire nevertheless consider granting approval, we request that it undertake a thorough assessment of the previous incidents, the adequacy and ongoing maintenance of the fencing, and the owner's ability to safely manage and control the dogs.

At an absolute minimum, we believe any approval should include **enforceable** conditions requiring secure containment and permanent, prominent warning signage on all gates and at appropriate intervals around the entire property. This is particularly important for emergency services personnel or anyone who may legitimately need to enter the property without being aware of the danger.

We ask that the Shire give serious consideration to the history of attacks, the ongoing aggressive behaviour of these dogs and the risk they pose to public safety before making its decision. We also formally request that the Shire separately investigate whether any or all of the dogs meet the criteria to be declared dangerous dogs under section 33E of the *Dog Act 1976*.

Our concerns are based on the behaviour already demonstrated by these dogs and the very real possibility of a serious incident occurring again. We believe the risk warrants serious consideration, regardless of the improvements that have been made to the property's fencing.

Kind regards,

Phillip & Katrina Crute
[redacted]

17.10.26.04 SENIORS ACCOMMODATION – POLICY REVIEW

File No:	GOV-031
Date of Meeting:	15 October 2026
Location/Address:	Shire of Brookton
Name of Applicant:	Shire of Brookton
Name of Owner:	Shire of Brookton
Author/s:	Gary Sherry – Chief Executive Officer
Authorising Officer:	Gary Sherry – Chief Executive Officer
Declaration of Interest:	The author and authorising officer do not have an interest in this item
Voting Requirements:	Simple Majority
Previous Report:	N/A

Summary of Report:
Council is to consider replacing existing Policy 2.22 – Community Housing with two separate policies governing the allocation of the White Street Units and the Mokine Units at 33 Whittington Street.

The revised policies establish eligibility and prioritisation criteria appropriate to the different types of accommodation offered by the Shire. A separate staff operational guideline is also presented to document the administrative procedures for managing applications and tenancies.

Description of Proposal:
Council's existing Policy 2.22 – Community Housing, included at Attachment 17.10.26.04A, provides a common framework for managing the Shire's seniors accommodation at 40 White Street and 33 Whittington Street.

The existing policy does not adequately distinguish between the different purposes of these accommodation types or provide sufficiently clear criteria for prioritising competing applications. The eligibility requirements are also largely based on straightforward compliance questions, which do not adequately assist staff to determine the relative priority of eligible applicants when accommodation becomes available.

It is proposed that the existing policy be replaced by two separate policies:

1. Policy 2.22 – Community Housing – White Street Units
   The draft policy, included at Attachment 17.10.26.04B, establishes eligibility requirements and prioritisation criteria for the one-bedroom units at 40 White Street. The accommodation is primarily intended to assist seniors on lower incomes who receive income support and do not have access to suitable alternative accommodation.

   Following an initial assessment of eligibility, applications would be prioritised using the following criteria, in order:
   1. Whether the applicant receives a pension through Centrelink or the Department of Veterans' Affairs.
   2. Whether the applicant owns a residential property.
   3. Whether the applicant is an existing resident of the Shire of Brookton.
   4. Whether the applicant has close family ties to Brookton.
   5. Whether the applicant has historical and community connections to Brookton.
   6. The date the application was received.

2. Policy 2.27 – Community Housing – Mokine Units

   The draft policy, included at Attachment 17.10.26.04C, establishes eligibility requirements and prioritisation criteria for the three-bedroom units at 33 Whittington Street. These units provide a higher level of amenity and are primarily intended for seniors seeking to downsize while remaining in the Brookton community.

   Following an initial assessment of eligibility, applications would be prioritised using the following criteria, in order:

   1. Whether the applicant is an existing resident of the Shire of Brookton.
   2. Whether the applicant has close family ties to Brookton.
   3. Whether the applicant has historical and community connections to Brookton.
   4. The date the application was received.

   The separate policies recognise that the two accommodation types serve different housing needs. They provide greater transparency for applicants and a consistent basis for staff to assess competing applications and make allocation recommendations.

3. Staff Operational Guideline

   The administrative and operational procedures previously addressed in the existing policy are proposed to be retained in a separate staff operational guideline, included at Attachment 17.10.26.04D.

   The guideline will document the procedures staff are to follow in administering applications, allocating accommodation and managing tenancies. This separation allows Council's policies to focus on eligibility and allocation principles while providing staff with practical operational direction.

Background:

The Shire owns and maintains seniors accommodation at the following locations.

40 White Street – White Street Units

These units comprise small, one-bedroom accommodation with a shared laundry. Not all units have access to vehicle accommodation.

The current weekly rental is $130 for units with garage access and $120 for units without garage access. The accommodation is primarily intended for seniors on lower incomes who receive income support and do not have access to suitable alternative accommodation.

33 Whittington Street – Mokine Units

The Mokine Units comprise three-bedroom, one-bathroom accommodation. Each unit includes a fenced courtyard and a secure garage under the main roof. Although the units are dated in presentation, they offer greater space and amenity than the White Street Units.

The current weekly rental is $250 per unit. The accommodation is primarily intended for seniors who wish or need to downsize their living arrangements while continuing to reside in Brookton. This may include applicants who own their existing residence but require more manageable accommodation.

The Shire has previously managed both accommodation types under Policy 2.22 – Community Housing, included at Attachment 17.10.26.04A.

The Shire generally undertakes significant maintenance and refurbishment works between tenancies to minimise disruption to existing residents. Unit 2 at 33 Whittington Street was vacated in July 2026, and staff are completing refurbishment works, including upgrades to the bathroom, kitchen, floor coverings and window coverings, together with internal painting. Significant garden maintenance, including tree pruning, has also been undertaken in recent months.

The refurbishment has prompted the Shire to commence an advertising process to secure a new tenant. Reviewing the allocation policy at this time provides an opportunity to establish clear and consistent assessment criteria for this and future vacancies.

Consultation: Nil

Statutory Environment:
The Shire uses a standard residential tenancy agreement for occupants of its seniors accommodation. The Residential Tenancies Act 1987 (WA) and other applicable legislation will continue to govern the relevant tenancy arrangements. The allocation policies and operational guideline must be administered consistently with applicable legislative requirements.

Relevant Plans and Policy:
Existing Policy 2.22 – Community Housing: The policy proposed to be rescinded and replaced.
Draft Policy 2.22 – Community Housing – White Street Units: Attachment 17.10.26.04B.
Draft Policy 2.27 – Community Housing – Mokine Units: Attachment 17.10.26.04C.
Draft Operational Guideline 1.25 – Community Housing: Attachment.

Financial Implications:
There are no additional financial implications arising directly from the adoption of the revised policies and operational guideline. Existing rental arrangements and the costs of maintaining the accommodation will continue to be managed through the Shire's established operational and budget processes.

Risk Assessment:
The principal risk relates to the fair, consistent and timely allocation of accommodation when applications compete for a vacancy.

Without clear prioritisation criteria, the Shire may be exposed to inconsistent decision-making, delays in allocating vacant units and reputational concerns if applicants consider that their circumstances or connections to Brookton have not been appropriately considered.

Under the Shire of Brookton's Risk Framework, the consequence of this risk is assessed as Moderate, with a likelihood of Possible, resulting in a Medium risk rating.

Adopting separate policies with defined eligibility and prioritisation criteria, supported by a staff operational guideline, will assist in reducing this risk by establishing a transparent and consistent assessment process.

Consequence / Likelihood	Insignificant	Minor	Moderate	Major	Extreme
Almost Certain	Medium	High	High	Severe	Severe
Likely	Low	Medium	High	High	Severe
Possible	Low	Medium	Medium	High	High
Unlikely	Low	Low	Medium	Medium	High
Rare	Low	Low	Low	Low	Medium

Risk Rating	Action
LOW	Monitor for continuous improvement.
MEDIUM	Comply with risk reduction measures to keep risk as low as reasonably practical.
HIGH	Review risk reduction and take additional measures to ensure risk is as low as reasonably achievable.
SEVERE	Unacceptable. Risk reduction measures must be implemented before proceeding.

Community & Strategic Objectives:
The proposed policies support the Shire of Brookton's Strategic Community Plan 2022–2032 and Corporate Business Plan 2022–2026 by supporting community wellbeing and access to appropriate accommodation for seniors.

The policies also support the Shire's objective of enabling older residents to remain in Brookton by providing accommodation options suited to differing housing needs and circumstances.

Comment:
The existing policy applies a common set of requirements to two accommodation types that serve different purposes and resident needs. Separating the policy into two documents will make the intended purpose of each accommodation type clearer and allow the allocation criteria to reflect those differences.

For the White Street Units, the proposed criteria give priority to applicants receiving a pension and those without residential property ownership, consistent with the accommodation's intended role in assisting seniors on lower incomes who lack suitable alternatives.

For the Mokine Units, the criteria place greater emphasis on existing residency and connections to Brookton, consistent with the objective of enabling seniors to downsize while remaining within the local community.

The inclusion of family, historical and community connections provides a basis for considering applicants' broader ties to Brookton where competing applications need to be prioritised. Using the application receipt date as the final criterion provides an additional means of differentiating between applicants where the preceding criteria do not resolve the order of priority.

The separate operational guideline will preserve practical administrative procedures without unnecessarily including operational detail in Council policy.

The proposed approach provides a clearer framework for staff to assess applications consistently and explain allocation decisions. It also provides greater transparency for prospective applicants regarding the basis on which applications will be considered.

OFFICER'S RECOMMENDATION

That Council:

1. rescind current policy 2.22 COMMUNITY HOUSING, included at Attachment 17.10.26.03A;

2. adopt draft policy 2.22 COMMUNITY HOUSING – WHITE STREET UNITS, included at Attachment 17.10.26.04B to govern eligibility and the prioritisation of applications for seniors accommodation at 40 White Street, Brookton;

3. adopt draft policy 2.29 COMMUNITY HOUSING – MOKINE UNITS, included at Attachment 17.10.26.04C to govern eligibility and the prioritisation of applications for seniors accommodation at 33 Whittington Street, Brookton; and

4. note the Operational Guideline 1.25 Community Housing included at included at Attachment 17.10.26.04D for the administration of applications, accommodation allocations and tenancy management by Shire staff .

(Simple majority vote required)

OCM 10.26-14

COUNCIL RESOLUTION

Moved: Cr Crouch Seconded: Cr McCabe

That Council:

1. ***rescind current policy 2.22 COMMUNITY HOUSING, included at Attachment 17.10.26.03A;***

2. ***adopt draft policy 2.22 COMMUNITY HOUSING – WHITE STREET UNITS, included at Attachment 17.10.26.04B to govern eligibility and the prioritisation of applications for seniors accommodation at 40 White Street, Brookton;***

3. ***adopt draft policy 2.29 COMMUNITY HOUSING – MOKINE UNITS, included at Attachment 17.10.26.04C to govern eligibility and the prioritisation of applications for seniors accommodation at 33 Whittington Street, Brookton; and***

4. ***note the Operational Guideline 1.25 Community Housing included at included at Attachment 17.10.26.04D for the administration of applications, accommodation allocations and tenancy management by Shire staff .***

CARRIED BY SIMPLE MAJORITY VOTE 7/0

For: Cr Wallis, Cr McCabe, Cr Andretta, Cr Crouch, Cr Copping, Cr Harben, Cr Toop

Against: Nil

Attachments

Attachment 17.10.26.04A - current policy 2.22 COMMUNITY HOUSING
Attachment 17.10.26.04B - draft policy 2.22 COMMUNITY HOUSING – WHITE STREET UNITS
Attachment 17.10.26.04C - draft policy 2.29 COMMUNITY HOUSING – MOKINE UNITS
Attachment 17.10.26.04D - Operational Guideline 1.25 Community Housing

2.22 COMMUNITY HOUSING

Introduction
This policy applies to Shire owned and managed community housing dwellings.

Objectives
To detail the eligibility criteria and confirm the priority allocation for Shire owner/managed housing available to the community.

To establish processes and guidelines for the use of Shire owned and managed residential properties, including community housing dwellings and permanent caravan park sites that are owned and/or controlled by Council.

To ensure that all individuals have an understanding of minimum housing standards for Shire facilities.

1. Allocation of Housing

1.1 Eligibility Criteria – Senior Housing

To be eligible to occupy a Senior Citizen Community Housing Unit, an applicant must satisfy the following criteria:

- Be listed on the Shire's *Housing Requests Register*. If there is no waiting list a community housing unit will be allocated on a 'first come/first serve' basis.
- Be an Australian citizen or permanent resident, with proof of identity (ie passport, driver's license or similar).
- Be 55 years of age or above.
- Currently residing within Western Australia
- Be able to live 'independently' as assessed by a qualified medical practitioner or similar qualified person.

Subject to suitability, preference may be given to local/ex-local residents of the Shire of Brookton.

1.2 Eligibility Criteria – Low Income Community Housing

To be eligible to occupy a Low-Income Community Housing Unit, an applicant must also meet the following:

- Be listed on the Shire's *Housing Requests Register*. If there is no waiting list a community housing unit will be allocated on a 'first come/first serve' basis.
- Be an Australian citizen or permanent resident, with proof of identity (ie passport, driver's license or similar).
- Be 55 years of age or above.
- Be Currently residing within Western Australia
- Be able to live 'independently' as assessed by a qualified medical practitioner or similar qualified person.
- Be registered with the Department of Communities – Housing (Housing Authority) and satisfy all other criteria as set by the Department.
- Be eligible at the time of application, while on the waiting list and before an offer of housing is made.

Subject to suitability, preference may be given to local/ex-local residents of the Shire of Brookton.

1.3 Housing Requests Register

The Officer responsible for the management of Shire housing will maintain a *Housing Requests Register*.

To be listed on this register an applicant must complete and submit to the Shire a housing application form, as amended from time to time, that includes at least:

- Applicant's name
- Applicant's contact details
- Date of application
- House/unit type requested
- Stated annual income at the time of registering interest
- Satisfaction completion of the required eligibility criteria evidence
- References of previous rentals

1.4 Allocation Process

When a residence or caravan site becomes vacant, the Officer responsible will:

a. confirm with selected applicant(s) listed at the top of the Register their continued interest in a nominated house, unit, or caravan site;
b. seek input/assessment from the WA Housing Authority and any other statutory or advisory bodies as required;
c. review references relating to previous rental history; and
d. prepare a report to the Council for a decision.
e. refer the matter to the Council for review of the applications and determination of the allocation of housing based on assessment against applicable eligibility criteria, as detailed in this policy, and input from points b) and c) above.

1.5 Efficient Allocation of Housing

a. Council reserves the right to terminate or to not re-new a tenancy under the terms Residential Tenancy Act 1987 (the ACT) to make best use of Shire housing.

   For example, where a single tenant occupies a multiple bedroom residence, Council or may seek to move this tenant to a newly vacant single bedroom unit to allow the multiple bedroom dwelling to be offered to an eligible family tenant.

b. Should there be no immediate demand for Senior Citizen Housing, the Council may exercise discretion in allocating a residential unit to:
   - a person not assessed as a Senior Citizen under Section 4.1 of this policy;
   - a corporate entity with a business presence in the Shire of Brookton; or
   - some other tenant suitable to Council;

   providing any such arrangement under this provision is to be based on:
   - the balance of this policy being satisfied; and
   - the rental arrangement structured on a periodic tenancy agreement and market rental rates.

1.6 Setting and Review of Rent

The Council, as part of its annual budget process, will review the rental charges for all premises (excluding low income community housing), and may adjust the weekly rent

to accord with market trends and average rental charges for the same or similar forms of accommodation in the market place.

This policy recognises Low Income Community Housing rental charges are assessed on 25% of the tenant's income and reviewed annually. The Community Housing applicants that are eligible to receive the Commonwealth Rent Assistance (CRA) and will be charged 100% of the entitled CRA in addition to the 25% of their income.

2. Residential Tenancy Agreements

2.1 Prior to being granted occupancy all selected tenants will:

a) Sign a residential tenancy agreement and pay the required rent and bond monies in accordance with the provisions of the *Residential Tenancy Act, 1987*.

b) Participate in an initial condition inspection of the rental accommodation and execute a condition report prepared by the Shire that will form part of the tenancy agreement.

2.2 The maximum term for a tenancy shall be 12 months for all community housing tenancy agreement.

The CEO may exercise discretion to set a lesser tenancy term than the prescribed maximum, depending on individual circumstance and terminate a tenancy agreement by negotiation.

2.3 The tenant shall be responsible for payment of connection and supply of all utilities, unless:

a) the tenancy is for a designated, permanent caravan site that includes all utility costs; or

b) there is an inability for the utility provider or the Shire to determine individual consumption/usage.

3. Keeping of Pets

3.1 The keeping of pets will be considered under the provisions of the Residential Tenancy Act, 1987 and consent may be granted subject to:

a. an additional pet bond payment; and/or

b. conditions relating to the keeping of the pet.

4. Smoking

Smoking is prohibited in all Shire residential rental properties.

5. Property Inspections

5.1 All Shire housing is to be subject to a 'landlord' quarterly inspection in year 1 and thereafter every 6 months for continued longer term tenancies. This excludes routine or urgent maintenance and repairs to be performed by the Shire.

5.2 The Shire is also responsible for inspecting the condition of the residences on a regular basis for maintenance, safety, building and health code compliance issues.

6. Property Maintenance and Up-keep

6.1 The tenant is responsible for the general condition and appearance of the premises. This includes but is not limited to general cleaning and upkeep of the interior, exterior and landscape, reasonable wear and tear excepted.

6.2 The Shire will perform all necessary maintenance and utility meter readings within the scope and responsibility as a 'landlord' defined under the *Residential Tenancy Act, 1987*.

6.3 The Shire is responsible for all major maintenance and repairs including but not limited to roofs, foundations, exterior wall structures and coverings. The CEO is to ensure all maintenance works to Shire residential property is performed in accordance its Asset Management Plan.

Resolution No: OCM 06.25-20
Resolution Date: 19 June 2025

2.22 COMMUNITY HOUSING – WHITE STREET UNITS

Introduction
This policy applies to the Independent Senior Residences at 40 White Street, known as the White Street Units.

Objectives
To detail the eligibility criteria for Shire owner/managed housing available to the community.

Policy

1. Compliance Eligibility Criteria – Affordable Housing

To be eligible to occupy a Williams Street Unit, an applicant must satisfy the following criteria:

- Be an Australian citizen or permanent resident, with proof of identity (ie passport, driver's license or similar).
- Be 55 years of age or above.
- be currently residing within Western Australia
- Be able to live 'independently' as assessed by a qualified medical practitioner or similar qualified person.
- have satisfactory references.

2. Qualitative Eligibility Criteria – Senior Housing

Should there be multiple applicants listed on the Shire of Brookton Housing Requests Waiting List, the Shire will assess these applicants by the following criteria:

1.	First priority –	is/are the applicant(s) in receipt of a pension from Centrelink or Veterans Affairs.
2.	Second priority -	do the applicant(s) not own a residence;
3.	Third priority –	is/are the applicant(s) an existing resident(s) of the Shire of Brookton.
4.	Fourth priority -	does the applicant(s) have close family ties to Brookton;
5.	Fifth priority -	does the applicant(s) have historical and community links to Brookton;
6.	Six priority -	Which application was received first.

3. Waitlist

When no Williams Street Unit are available, a waitlist of applicants is maintained.

2.29 COMMUNITY HOUSING – MOKINE UNITS

Introduction

This policy applies to the Independent Senior Residences at 33 Whittington Street, known as the Mokine Units.

Objectives

To detail the eligibility criteria for Shire owner/managed housing available to the community.

1. Compliance Eligibility Criteria – Senior Housing

To be eligible to occupy a Mokine Unit, an applicant must satisfy the following criteria:

- Be an Australian citizen or permanent resident, with proof of identity (ie passport, driver's license or similar).
- Be 55 years of age or above.
- be currently residing within Western Australia
- Be able to live 'independently' as assessed by a qualified medical practitioner or similar qualified person.
- have satisfactory references.

2. Qualitative Eligibility Criteria – Senior Housing

Should there be multiple applicants listed on the Shire of Brookton Housing Requests Waiting List, the Shire will assess these applicants by the following criteria:

1.	First priority –	is/are the applicant(s) an existing resident(s) of the Shire of Brookton.
2.	Second priority -	does the applicant(s) have close family ties to Brookton;
3.	Third priority -	does the applicant(s) have historical and community links to Brookton;
3.	Fourth priority -	which application was received first.

3. Waitlist

When no Mokine Unit are available, a waitlist of applicants is maintained.

1.25 Community Housing

Introduction
Applies to Shire owned and managed Seniors Accommodation properties.

Objectives
- To support the provision in Brookton of Seniors Accommodation within the scope of the Shire's capacity to do so.
- To establish processes and guidelines for the use of Shire owned and managed housing.
- To ensure that all Seniors Accommodation tenants have an understanding of minimum housing standards for Shire facilities.

1. Residential Tenancy Agreements

1.1 Prior to being granted occupancy all selected tenants will:
   a. Sign a residential tenancy agreement and pay the required rent and bond monies in accordance with the provisions of the *Residential Tenancy Act, 1987*.
   b. Participate in an initial condition inspection of the rental accommodation and execute a condition report prepared by the Shire that will form part of the tenancy agreement.

1.2 The maximum term for a tenancy shall be 12 months for all community housing tenancy agreement.

The CEO may exercise discretion to set a lesser tenancy term than the prescribed maximum, depending on individual circumstance and terminate a tenancy agreement by negotiation.

1.3 The tenant shall be responsible for payment of connection and supply of all utilities, unless there is an inability for the utility provider or the Shire to determine individual consumption/usage.

2. Keeping of Pets

2.1 The keeping of pets will be considered under the provisions of the Residential Tenancy Act, 1987 and consent may be granted subject to:
   a. an additional pet bond payment; and/or
   b. conditions relating to the keeping of the pet.

3. Smoking

Smoking is prohibited in all Shire residential rental properties.

4. Property Inspections

4.1 All Shire housing is to be subject to a 'landlord' quarterly inspection in year 1 and thereafter every 6 months for continued longer term tenancies. This excludes routine or urgent maintenance and repairs to be performed by the Shire.

4.2 The Shire is also responsible for inspecting the condition of the residences on a regular basis for maintenance, safety, building and health code compliance issues.

5. Property Maintenance and Up-keep

5.1 The tenant is responsible for the general condition and appearance of the premises. This includes but is not limited to general cleaning and upkeep of the interior, exterior and landscape, reasonable wear and tear excepted.

5.2 The Shire will perform all necessary maintenance and utility meter readings within the scope and responsibility as a 'landlord' defined under the *Residential Tenancy Act, 1987*.

5.3 The Shire is responsible for all major maintenance and repairs including but not limited to roofs, foundations, exterior wall structures and coverings. The CEO is to ensure all maintenance works to Shire residential property is performed in accordance its Asset Management Plan.

18.10.26 CONFIDENTIAL REPORTS

Nil.

19.10.26 NEXT MEETING & CLOSURE

The next Ordinary meeting of the Council will be held on Thursday 19th November 2026 in the Council Chambers at the Shire Administration Centre commencing at 3.00pm.

There being no further business, President Cr Wallis, declared the meeting closed at 3:45pm.