



AGENDA

Ordinary Meeting of Council

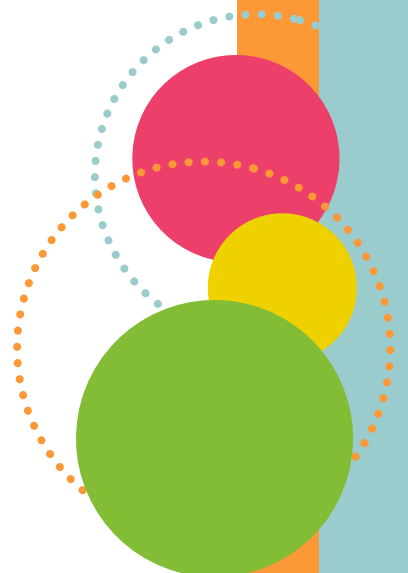
To be held on:

Thursday 19 June 2025 at 6:00pm

Shire of Brookton Council Chamber

14 White Street, Brookton

**This meeting will be recorded in line
with Local Government Act.**





NOTICE OF MEETING

Dear Councillor, Resident or Ratepayer,

Notice is hereby given that the Ordinary Meeting of the Brookton Shire Council will be held on Thursday 19th June 2025 in the Council Chambers at the Shire Administration Centre commencing at 6.00 pm.

The business to be transacted is shown in the agenda.

A handwritten signature in blue ink, appearing to read "G. Sherry".

Gary Sherry
CHIEF EXECUTIVE OFFICER
12 June 2025

DISCLAIMER

The recommendations contained in the Agenda are subject to confirmation by Council. The Shire of Brookton warns that anyone who has any application lodged with Council must obtain and should only rely on written confirmation of the outcomes of the application following the Council meeting, and any conditions attaching to the decision made by the Council in respect of the application. No responsibility whatsoever is implied or accepted by the Shire of Brookton for any act, omission or statement or intimation occurring during a Council meeting.

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.

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.

Learn

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.

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.

Resilient

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1.06.25 DECLARATION OF OPENING/ANNOUNCEMENT OF VISITORS

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.

2.06.25 RECORD OF ATTENDANCE/APOLOGIES/APPROVED LEAVE OF ABSENCE

Elected Members (Voting)

Cr KL Crute	President
Cr T D de Lange	Deputy President
Cr HA Bell	
Cr B Copping	
Cr L McCabe	
Cr R Wallis	

Staff (Non-Voting)

Gary Sherry	Chief Executive Officer
Deanne Sweeney	Manager Corporate and Community
Kevin D'Alton	Acting Manager Infrastructure Works
Sandie Spencer	Executive Governance Officer

Apologies

Nil at this time.

Leave of Absence

Nil.

Members of the Public

Nil at this time.

3.06.25 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
Nil		

4.06.25 DELEGATED AUTHORITY – ACTIONS PERFORMED

The Table below details 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
16-24/25	Lot 2, 56 McGrath Street	New Single Storey Modular Residential Dwelling with Shed	21/05/2025

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				

5.06.25 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.

5.06.25.01 100 ROBINSON ROAD – BRICK PAVING – REPORTS OF MAINTENANCE REQUIRED

At the May 2025 Ordinary Meeting, Ms Sharon Williams stated that she has sent several maintenance issues through to the Shire using *Snap, Send, Solve*. On 27th January 2025, she had notified the Shire regarding dangerous paving on Robinson Road, opposite IGA and that it is a safety issue. Nothing has been done about it.

In the written reply to Ms Williams, the Chief Executive Officer advised that the Shire's Complaint Request records confirmed receipt of Ms Williams' initial *Snap, Send, Solve* report on 28 January 2025, followed by a second report on 11 March 2025. Both submissions highlighted the paving at 100 Robinson Road as a safety concern. In response to each report, paving repairs were undertaken and completed on 11 February and 12 March 2025.

Following the May 2025 Ordinary Meeting, a further inspection of paving in this general area was conducted. Based on this inspection, it is confirmed that Ms Williams' original complaint has been addressed. However, it was observed that the roots of the adjacent tree continue to impact the paving beyond the area of the initial repairs and the Shire acknowledges that additional remedial work is required and will schedule further repairs in the near future. With the continued growth of the tree, this is likely to be an ongoing process.

5.06.25.02 ABANDONED RED CONE MARKERS

At the May 2025 Ordinary Meeting, Ms Sharon Williams explained that the laneway opposite where she lives, there have been red marking cones/witches hats left there since last year. Ms Williams assumes that the Shire of Brookton has not been finished this task.

In the written reply to Ms Williams, the Chief Executive Officer advised that the red marking cones/witches hats in the laneway opposite her residence belong to the Water Corporation. The Shire of Brookton is not responsible for these works and has no planned activity at this site. For further information, Ms Williams was advised to contact the Water Corporation directly.

6.06.25 PUBLIC QUESTION TIME

Nil at this time.

7.06.25 APPLICATIONS FOR LEAVE OF ABSENCE

Cr de Lange has requested a Leave of Absence from the July Ordinary Meeting of Council to be held on Thursday 17th July 2025.

Cr Crute has requested a Leave of Absence from the 9th August 2025 – 14th September 2025.

That Council approve the applications for Leave of Absence for:

- 1. Cr de Lange from the July Ordinary Meeting of Council to be held on Thursday 17th July 2025; and***
- 2. Cr Crute from the 9th August 2025 to 14th September 2025.***

8.06.25 PETITIONS/DEPUTATIONS/PRESENTATIONS

Nil at this time.

9.06.25 CONFIRMATION OF MINUTES OF PREVIOUS MEETINGS

9.06.25.01 ORDINARY MEETING OF COUNCIL – 15 MAY 2025

That the minutes of the Ordinary meeting of Council held in the Shire of Brookton Council Chambers, on 15th May 2025, be confirmed as a true and correct record of the proceedings.

10.06.25 ANNOUNCEMENTS BY THE PRESIDING MEMBER WITHOUT DISCUSSION

Nil at this time.

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.

Disclosure of Financial & Proximity Interests

- a. Members must disclose the nature of their interest in matters to be considered at the meeting. (Sections 5.60B and 5.65 of the *Local Government Act 1995*).
- b. Employees must disclose the nature of their interest in reports or advice when giving the report or advice to the meeting. (Sections 5.70 and 5.71 of the *Local Government Act 1995*).

Disclosure of Interest Affecting Impartiality

- a. Members and staff must disclose their interest in matters to be considered at the meeting in respect of which the member or employee has given or will give advice.

12.06.25.01 BROOKTON RAILWAY STATION – INVITING TENDERS

File No:	FIN012
Date of Meeting:	19 June 2025
Location/Address:	100 Robinson Road, 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 inviting tenders to complete the restoration of the Brookton Railway Station.

Description of Proposal:

Council is expected include an allocation in their 2025/26 Budget for the entire restoration of the Brookton Railway Station. This contract is expected to exceed the \$250,000 tender threshold.

The Local Government Function & General Regulations (F&G) r.11(1) requires local governments when purchasing for larger projects:

Tenders are to be publicly invited according to the requirements of this Division before a local government enters into a contract for another person to supply goods or services if the consideration under the contract is, or is expected to be, more, or worth more, than \$250 000 unless sub regulation (2) states otherwise.

Council has delegated authority to the Chief Executive Officer to call tenders under F&G r.11(1) but this authority is limited to tenders for goods and services that are adequately funded in the annual budget.

Background:

With a Council resolution of the Officer's Recommendation, staff expect to release tenders almost immediately with tenders to close in July 2025 with Council selecting a tender selected in August 2025.

There is a requirement to complete the tender and contract negotiation process by 4th September 2025. Under the new Local Government Act *caretaker provisions*, failure to do so may require the entire process to be repeated after the Local Government Elections in October 2025.

Consultation:

Council has conducted considerable community consultation over the Brookton Railway Station Project. There is no need to consult on a decision to invite tenders.

Statutory Environment:

Local Government Act 1995:

s.3.57 Tenders for providing goods or services

Local Government (Functions and General) Regulations 1996:

r.11(1), (2) When tenders have to be publicly invited

Shire of Brookton Delegation *1.2 Tenders for Goods & Services – Calling For.*

Relevant Plans and Policy: Nil

Financial Implications:

There are no direct financial implications to inviting tenders.

Risk Assessment:

Under the Shire of Brookton's Risk Framework, the consequence rating of the Compliance and Financial risk associated with inviting tenders is assessed as Minor. The likelihood of these consequences is assessed as Rare.

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

OFFICER'S RECOMMENDATION

That Council invite Tenders for the restoration of the Brookton Railway Station.

(Simple majority vote required)

12.06.25.02 2025/26 PLANT REPLACEMENT PROGRAM

File No:	FLE008
Date of Meeting:	19 June 2025
Location/Address:	N/A
Name of Applicant:	N/A
Name of Owner:	N/A
Author/s:	Kevin D’Alton Acting MIW
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 endorsing the 25/26 Plant Replacement Program as presented and to consider inclusion as part of its annual budget deliberations.

Background:

The Shire of Brookton’s ten-year Plant Replacement Program is reviewed annually and provides a structured changeover and acquisition plan for all its machinery and vehicles. Council adopted the 2024/25 Plant Replacement Program in June 2024.

Staff have utilised the Institute of Public Works Engineers Australia’s (IPWEA) Plant and Vehicle Management Manual optimum replacement timings as the basis of the program. This document is recognised as best practice for local government in Australia and ensures that the fleet is managed efficiently and is updated to meet Councils current and future plant requirements. An excerpt of the Manual is included at Attachment 12.06.25.02B.

Consultation:

Consultation in respect to the Plant Replacement Program has occurred between the Shire of Brookton’s Chief Executive Officer, Acting Manager Infrastructure and Works, Works Coordinator and Operators.

Statutory Environment:

Section 3.57 (Tenders for providing goods and services) and section 3.58 (Disposing of Property) of the Local Government Act 1995 are applicable to this item.

Relevant Plans and Policy:

Council Policies 2.30 (Light Vehicle) and 2.36 (Procurement) are relevant and are used by staff where required.

Financial Implications:

The estimated purchase cost for the 2025/26 Plant Replacement Program is \$593 000. with the total disposal value based on current market trends calculated at \$150 000. The total investment in 2025/26 will be \$437 000. Part of this expenditure/income relates to the purchases of plant from previous years that has not yet been delivered.

A long-term annual changeover cost of plant and equipment of \$375,000 per annum.

Risk Assessment:

Under the Shire of Brookton's Risk Framework, has a consequence rating of Moderate to the Financial risk associated with the failure of a properly planned asset replacement program. The likelihood of these consequences is assessed as Possible.

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:

There are no notable community or strategic objectives identified in this report.

Comment

The draft plant replacement program for 25/26 has been adjusted to meet the recommendations, in the Institute of Public Works Engineering Australia Plant & Vehicle Management Manual and is presented to Council for adoption.

A copy of the draft plant replacement program is included at Attachment 12.06.25.02A. It is proposed that Council changeover its existing Bomag Steel Drum Roller, Portable Traffic Lights, 2 Portable Message Boards with Trailer and five light vehicles as shown due to age and condition.

OFFICER'S RECOMMENDATION

That Council endorse the proposed 2025/26 Plant Replacement Program included at Attachment 12.06.25.02A and consider possible inclusion as part of its annual budget deliberations.

Attachments

12.06.25.02A - 2025/26 Plant Replacement Program.

12.06.25.02B - Institute of Public Works Engineering Australia (IPWEA) Plant & Vehicle Management Manual.

Asset No. Reg No.	Plant Description	Use	Year of Manufacture	Current Hour / km	Replacement Due	Budget for 2025/26	Budget for 2026/27	Budget for 2027/28	Budget for 2028/29	Budget for 2029/30	Budget for 2030/31	Budget for 2031/32	Budget for 2032/33	Budget for 2033/34	Budget for 2034/35
						1	2	3	4	5	6	7	8	9	10
Graders															
PG8 BO 5515	Grader John Deere 670G	Maintenance	2017	7685.0	8,000hrs 10 years		540,000 (100,000)								
PG9 BO 5509	Grader John Deere 670GP	Construction	2020	4168.0	8,000hrs 10 years						540,000 (100,000)				
Heavy Trucks															
PT18 BO 437	Truck 6 Wheeler Hino	Construction	2023	30662.0	500,000km 8 years								237,000 (35,000)		
PT14 BO 637	Truck 6 Wheeler Hino	Construction	2019	107759.0	500,000km 10 years					230,000 (35,000)					
PT17 BO727	Water Cart Hino 700 SERIES	Construction	2023	15545.0	500,000km 8 years									350,000 (35,000)	
Light Trucks															
PT15 BO 5593	5 Tonne Truck Hino	Maintenance	2020	96200.0	200,000km 8 years		100,000 (20,000)								
PT16 BO 207	2 Tonne Truck Hino	Parks & Gardens	2022	22000.0	200,000km 8 years								80,000 (10,000)		
Loaders															
PL7 BO 5589	Loader John Deere 624L	Construction	2019	2310.5	8,000hrs 8 years				375,000 (100,000)						
PTR5 BO 5459	Loader Case Skid Steer	Construction	2013	266.0	5,000hrs 5 years								110,000 (20,000)		
PE01 BO 5418	Excavator Yanmar Excavator	Construction	2024	46.0	5,000hrs 9 years									110,000 (20,000)	
Rollers															
PR12 1JKT 738	Roller Bomag Multi Tyred	Construction	2023	24.5	5,000hrs 10 years										220,000 (50,000)
PR9 BO 5416	Roller Bomag Smooth Drum	Construction	2012	2697.0	5,000hrs 10 years	230,000 (50,000)									
Street Sweeper															
PRB2 BO 4539	Street Sweeper Sewell Tow Behind	Maintenance	2019	N/A	2,000hrs 5 years					50,000 (5,000)					
Mowers															
PM9 1GXF299	Cub Cadet Zero Turn Mower	Parks & Gardens	2019	225.0	2,000hrs 5 years					35,000 (2,000)					
PM10 BO 122	Toro Reelmaster Sidewinder	Parks & Gardens	2020	578.0	2,000hrs 5 years							60,000 (5,000)			
Trailers															
PPT1 1TJV015	Howard Porter Tandem Trailer	Construction	2009	N/A	10 years					70,000 (10,000)					
PPT2 BO 4257	Howard Porter Tandem Trailer	Construction	2011	N/A	10 years							70,000 (10,000)			
PPT3 1TBH117	Boxtop Trailer With Dog Cage	Maintenance	2011	N/A	10 years					5,000 (500)					
PPT4 BO 4365	Portable Traffic Lights With Trailer	Construction	2011	N/A	10 years	30,000 (1,000)									
PT5 1TPV113	Portable Message Board With Trailer	Maintenance	2014	N/A	10 years	40,000 (5,000)									
PT6 1TPV114	Portable Message Board With Trailer	Maintenance	2014	N/A	10 years	40,000 (5,000)									

Asset No. Reg No.	Plant Description	Use	Year of Manufacture	Current Hour / km	Replacement Due	Budget for 2025/26	Budget for 2026/27	Budget for 2027/28	Budget for 2028/29	Budget for 2029/30	Budget for 2030/31	Budget for 2031/32	Budget for 2032/33	Budget for 2033/34	Budget for 2034/35
PPT8 1TND460	Wangst Fuel Trailer 2000ltr	Construction	2012	N/A	10 years					10,000 (1,000)					
PPT9 1TSN195	Coastmac 4.5 Tonne Plant Trailer	Maintenance	2017	N/A	10 years					20,000 (10,000)					
PPT10 1TUK088	Coastmac Galvanised Trailer with Generator	Construction	2019	N/A	10 years							10,000 (1,000)			
PPT11 1TUW260	Custom Made Toilet Trailer	Construction	2019	N/A	10 years					10,000 (1,000)					
PCBT 6TA124	Custom Made Boxtop Trailer	Maintenance	1978	N/A	10 years										
PSP11 KM21736	Custom Made Boxtop Signs Trailer	Construction	1979	N/A	10 years										
PCBT01 1TKK143	Trailer Maintenance	Maintenance	1978	N/A	10 years										

Bus

PCB1 BO 659	Community Bus Toyota Coaster	Community	2003	125058.0	150,000km 8 years		150,000 (20,000)								
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Light Fleet Vehicles

PAV6 01BO	Mazda CX8 Sedan Diesel	CEO	2021	62696.0	90,000km 3 years	60,000 (25,000)			60,000 (25,000)			60,000 (25,000)			60,000 (25,000)
PAV3 7BO	Mitsubishi Triton GLS 4X4 Diesel	MIW	2022	75423.0	90,000km 3 years	55,000 (25,000)			55,000 (25,000)			55,000 (25,000)			55,000 (25,000)
PAV7 1BO	Isuzu MU-X Sedan Petrol	MCC	2021	9846.0	90,000km 3 years			55,000 (25,000)			55,000 (25,000)			55,000 (25,000)	
PU35 1GYK393	Mitsubishi Triton 4 x 4 Diesel	CE&M	2020	130601.0	90,000km 3 years			65,000 (25,000)			65,000 (25,000)			65,000 (25,000)	
PU40 BO 731	Mitsubishi Triton GLX 4X4 Diesel	Senior LH Works	2024	3024.0	90,000km 3 years			55,000 (25,000)			55,000 (25,000)			55,000 (25,000)	
PU39 19BO	Mitsubishi Triton GLX 4X4 Diesel	WC	2024	10000.0	90,000km 3 year			55,000 (25,000)			55,000 (25,000)			55,000 (25,000)	
PU34 33BO	Mitsubishi Triton GLX 4 x 4 Diesel	Construction	2024	102888.0	90,000km 3 year			50,000 (25,000)			50,000 (25,000)			50,000 (25,000)	
PU38 1HSZ 894	Isuzu D-Max 4 x 2 Diesel	BMO	2022	27896.0	90,000km 3 years	48,000 (15,000)			48,000 (15,000)			48,000 (15,000)			48,000 (15,000)
PU33 BO039	Mitsubishi Triton GLX 4 x 2 Diesel	Parks & Gardens	2019	83956.0	90,000km 3 years	45,000 (15,000)			45,000 (15,000)			45,000 (15,000)			45,000 (15,000)
PU37 1HDJ517	Tunland Foton 4 x 2 Diesel	Grader Operator	2020	123632.0	90,000km 3 years	45,000 (15,000)			45,000 (15,000)			45,000 (15,000)			45,000 (15,000)

Miscellaneous

PVAC	Billy Goat Vacuum	Parks & Gardens	2019	N/A	8 years							20,000 (1,000)			
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Purchase Cost	593,000	790,000	280,000	628,000	430,000	820,000	413,000	427,000	740,000	473,000
Trade In Value	(156,000)	(140,000)	(125,000)	(195,000)	(64,500)	(225,000)	(112,000)	(65,000)	(180,000)	(145,000)
Total Purchase Cost	437,000	650,000	155,000	433,000	365,500	595,000	301,000	362,000	560,000	328,000

Total Purchase Cost	(437,000)	(650,000)	(155,000)	(433,000)	(365,500)	(595,000)	(301,000)	(362,000)	(560,000)	(328,000)
Plant Reserve Opening Balance	577,786	515,786	240,786	460,786	402,786	412,286	192,286	266,286	279,286	94,286
Budgeted Transfer From Municipal Funds	375,000	375,000	375,000	375,000	375,000	375,000	375,000	375,000	375,000	375,000
Budgeted Transfer From Municipal Funds Minus Budgeted Spend	(62,500)	(275,000)	220,000	(58,000)	9,500	(120,000)	74,000	12,000	(183,000)	47,000
Closing Balance of Plant Reserve Fund	515,786	240,786	460,786	402,786	412,286	192,286	266,286	279,286	94,286	141,286

Optimum Replacement benchmarks recommended in the Institute of Public Works Engineering Australia (IPWEA) Plant & Vehicle Management Manual

Part 2 - Plant / Heavy Vehicle Replacement & Management

2.2.1 Utilisation

Plant and Heavy Vehicle Utilisation be reviewed at least annually to ensure machinery is meeting budget utilisation forecasts

2.2.2 Optimum Replacement Timing

The optimum replacement timing for a vehicle or an item of plant is calculated to best estimate the optimum time, in either kilometres or engine hours, and time, to achieve the lowest average annual cost during the life of the machine.

The optimum replacement point in the life of the plant item is near when the decreasing line of depreciation intersects with the increasing cost of repairs and maintenance costs. Actual depreciation figures will show two distinct steep drops in resale value. The first significant drop is immediately

post purchase. The second drop is prior to a major component overhaul, which is when second hand buyers are aware of a large impending repair and maintenance bill.

Utilisation is as critical in optimum replacement as time, understanding the importance of replacing plant before resale values fall dramatically and repairs & maintenance costs increase. Adopting optimum replacement reduces annual plant replacement costs in the long term, reduce maintenance costs and most importantly reduce downtime in the outside operations.

Group / Type	Utilisation - Engine Hrs / Kms Travelled	Optimum Replacement Timing	
		Years	Kms / Hrs
Grader	1,000 hrs	10	8,000 hrs
Loader	800 hrs	8	8,000 hrs
Backhoe Loader	800 hrs	7	5,000 hrs
Skid Steer	700 hrs	5	5,000 hrs
Excavator (15 Tonne)	1,000 hrs	10	8,000 hrs
Excavator (8 Tonne)	800 hrs	10	8,000 hrs
Excavator (3.5 Tonne)	700 hrs	8	5,000 hrs
Heavy duty Truck (HR & HC)	35,000 kms	8	500,000 kms
Medium duty Truck (MR)	20,000 kms	8	200,000 kms
Light duty Truck (LR)	10,000 kms	6	150,000 kms
Rubber Tyred Roller	500 hrs	10	5,000 hrs
Vibrating Drum Roller	500 hrs	8	5,000 hrs
Mower Front Deck	500 hrs	5	2,000 hrs
Slasher Mower	500 hrs	7	5,000 hrs
Tractor (PTO hours)	800 hrs	7	5,000 hrs
Rear Lift Compactor	1,000 hrs	10	8,000 hrs

Group / Type	Utilisation - Engine Hrs / Kms Travelled	Optimum Replacement Timing	
		Years	Kms / Hrs
Side Lift Compactor	25,000 kms / 1,700 hrs	8	8,000 hrs
Landfill Compactor	1,000 hrs	10	8,000 hrs
Landfill Wheel Loader	1,000 hrs	10	8,000 hrs
Road Sweeper (Large)	1,700 hrs	8	8,000 hrs
Road/Footpath Sweeper (Small)	500 hrs	5	2,000 hrs
Wood Chipper	800 hrs	8	5,000 hrs
Bus Mini	20,000 kms	8	150,000 kms
Trailer Heavy	N/A	15	N/A
Trailer Light	N/A	10	N/A

12.06.25.03 REQUEST FOR 4 DOGS – LOT 287 (HN.39) KING STREET, BROOKTON

File No:	A631
Date of Meeting:	19 June 2025
Location/Address:	39 King Street Brookton
Name of Applicant:	Ms Wendy Rose
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 Ms Wendy Rose of 39 King Street Brookton to keep 4 dogs at the premises.

Description of Proposal:

Ms Rose's application is included at Attachment 12.06.25.03A. Ms Rose's application seeks approval for the keeping at 39 King Street of four dogs, 1 x male border collie x, 2 x female jack russell's, and 1 x male jack Russell.

The details of Ms Rose's dogs are:

Name	Male/ Female	Breed	Age Years	Registration	Microchip #
Andy	M	Border Collie X	10 Months	LT00358	953010006850470
Lola	F	Jack Russell	7 yrs	LT00171	978101081854071
Charlotte	F	Jack Russell	6 Yrs	LT00176	953010003839693
Charlie	M	Jack Russell	13 Yrs	LT00373	941000017814128

Council's contract Ranger completed an inspection of Ms Rose's property on 19 May 2025. The Ranger did not identify any containment concerns. The Ranger's report is included at Attachment 12.06.25.03B. No significant issues were identified.

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.)

Ms Rose was issued a permit to keep more than five dogs in 2021, but 2 have since passed.

Consultation:

There has been consultation between Council's contract Ranger and the neighbouring residents' properties.

The Shire invited written comments on this Application from neighbours for 14 days. No comments were provided to the Shire. The Shire has not had any complaints about Ms Rose's dogs.

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) (i) 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 four dogs, including:

No.	Name	Male/Female	Breed	Microchip #
LT00358	Andy	M	Border Collie X	953010006850470
LT00171	Lola	F	Jack Russell	978101081854071
LT00176	Charlotte	F	Jack Russell	953010003839693
LT00373	Charlie	M	Jack Russell	941000017814128

to be kept at 39 King Street Brookton conditional upon:

- 1. the owner maintaining full registration (inclusive of microchipping and vaccination) of all four dogs; and***
- 2. the dogs being consistently restrained in an enclosed yard, as required by the legislation; and***
- 3. this approval only extends to the specific dogs approved by Council and does not permit any new dogs.***

(Simple majority vote required)

Attachments

Attachment 12.06.25.03A – Application Form – Ms Wendy Rose.

Attachment 12.06.25.03B – Ranger House/Property Inspection Report.



APPLICATION TO KEEP MORE THAN 2 DOGS OVER THE AGE OF 3 MONTHS

Dog Act 1976

OWNER'S DETAILS	
FULL NAME: <u>Wendy Rose</u>	ASSESSMENT NO: <u>A631</u>
RESIDENTIAL ADDRESS: <u>39 King Street Brookton WA 6306</u>	
MOBILE: <u>[REDACTED]</u>	
EMAIL: <u>[REDACTED]</u>	
ADDRESS OF PREMISES AT WHICH DOGS ARE TO BE KEPT (if different from above): <u></u>	

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	<u>Bowle-Lella</u> <u>X</u>	<u>M</u>	<u>N</u>	<u>Black & white</u>	<u>10 months</u>	<u>95301000605470</u>	<u>Andy</u>
2	<u>Jack Russell</u>	<u>F</u>	<u>Y</u>	<u>TAN & WHITE</u>	<u>7 yrs</u>	<u>978101081854071</u>	<u>LOLA</u>
3	<u>Jack Russell</u>	<u>F</u>	<u>Y</u>	<u>TAN & WHITE</u>	<u>6 yrs</u>	<u>953010003839693</u>	<u>CHARLOTTE</u>
4	<u>Jack Russell</u>	<u>M</u>	<u>N</u>	<u>TAN & WHITE</u>	<u>13 yrs</u>	<u>941000017814128</u>	<u>CHARLIE</u>
5							
6							

Notes

- 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.
- 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.
- 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: 6/5/25

Wendy Rose

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: 
(Applicants Signature)

Date: 7/5/25

Signed: 
(Witness Signature)

Date: 07/05/25

OFFICE USE ONLY

FEE PAYABLE: \$124.00 PAYMENT DATE: 07.05.25 RECEIPT No: 49180

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:

ICS Number:	_____
Due Date for Compliance:	
Date/ Time of Inspection:	Date: 19/5/25 Time: 1355H.
Allowed Access to Property:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If no, why? no one home
Rangers Completing Inspection:	1) Keith SQUIBB
	2) _____

Section B: Owner Details

Registered Owner Name:	WENDY ROSE
Address of Inspection:	39 KING ST BROOKTON
Telephone Number:	_____

Section C: Details of Dog/s

Dog Name:	ANDY
Breed / Colour:	BLK/WH BORDER COLLIE X
Sex:	MALE
Dog Registered:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Council Registered:	BROOKTON
Dog Sterilised:	Yes <input type="checkbox"/> No <input type="checkbox"/>
Microchip #:	98301000 6856470
Council Tag #:	LT 00388

Section C: Details of Dog/s

Dog Name:	LOLA
Breed / Colour:	TAN/WH JACK RUSSEL
Sex:	FEMALE
Dog Registered:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Council Registered:	BROOKTON
Dog Sterilised:	Yes <input type="checkbox"/> No <input type="checkbox"/>
Microchip #:	97810108 1854071
Council Tag #:	LT 00171

Section E: Fencing Inspection

Note: The fence must be a solid type of material, so no body parts of a child under the age of 7yo can go through, over or under the fence material.

Recommended Height – Minimum 6ft or 1.8m

Gates		Notes
Self-Locking Gates:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	N/A.
Self-Closing Gates:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Secure/ Sturdy Gates:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Gate Heights:	RHS - 1.6m (Metres) LHS - 1.6m (Metres)	
Gates – Passed/ Failed	Passed <input checked="" type="checkbox"/> Failed <input type="checkbox"/>	
Fences		
Rear height:	1.8m	DOE MESH WIRE. very secure.
LHS Height:	1.8m	
RHS Height:	1.8m	
Front height:	1.8m	
Dog Adequately Confined:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Fences Passed/ Failed	Passed <input checked="" type="checkbox"/> Failed <input type="checkbox"/>	

Section F: House/ Yard Details

Back Yard:	Large <input checked="" type="checkbox"/> Medium <input type="checkbox"/> Small <input type="checkbox"/> Nil <input type="checkbox"/>
Dog Contained to Yard/ House:	Yard <input checked="" type="checkbox"/> House <input type="checkbox"/>
Unit/ Apartment:	Unit <input type="checkbox"/> Apartment <input type="checkbox"/> N/A.
Containment Problems:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Detail Problems:	

Section G: Ranger Actions		
		Attached
Dog Registration Confirmed:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Updated details with Microchip Company:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Photograph of Dog:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Photographs of Fences/ Gates:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Application Fee Paid (If applicable)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	

Section H: Inspection Outcome/ Follow Up	
Inspection Passed/ Failed:	Pass <input checked="" type="checkbox"/> Fail <input type="checkbox"/>
Follow up Inspection required:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Follow-up Inspection required for:	Fences <input type="checkbox"/> Gates <input type="checkbox"/> Collar <input type="checkbox"/> Muzzle <input type="checkbox"/> Signs <input type="checkbox"/> Refused Access <input type="checkbox"/> Other <input type="checkbox"/> (Detail Other) -
Date of Follow-up Inspection:	N/A.

Section J: Inspecting Ranger Sign Off	
Attending Ranger 1:	Kerth 
Signed:	
Attending Ranger 2:	
Signed:	
Ranger Recommendations:	Recommend the issuance of multi pet permit.
Date:	19/5/25



12.06.25.04 REQUEST FOR 6 DOGS – 8488 BROOKTON HIGHWAY, BROOKTON

File No:	A2868
Date of Meeting:	19 June 2025
Location/Address:	8488 Brookton Highway Brookton
Name of Applicant:	Ms Claire Cutchey
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 Ms Claire Cutchey, 8488 Brookton Highway Brookton to keep 6 dogs at the premises.

Description of Proposal:

Ms Cutchey's application is included at Attachment 12.06.25.04A. Ms Cutchey's application seeks approval for the keeping at 8488 Brookton Highway of six dogs, 4 x male malamute/husky 2 x female malamute/husky.

The details of Ms Cutchey's dogs are:

Name	Male/ Female	Breed	Age Years	Registration	Microchip #
Major	Male	Malamute/Husky	1.5	LT00146	953010100506479
Novah	Female	Malamute/Husky	3	LT00178	953010006005509
Kylo	Male	Malamute/Husky	3	LT00342	953010006005516
Cooper	Male	Malamute/Husky	1.5	LT00153	953010100408712
Auska	Female	Malamute/Husky	1.5	LT00259	953010006593165
Sargent	Male	Malamute/Husky	1.5	LT00335	953010100474519

Council's contract Ranger completed an inspection of Ms Cutchey's property on 19 May 2025. The Ranger's report is included at Attachment 12.06.25.04B. The Ranger did not identify any containment concerns.

The Shire invited comments on this Application from neighbours for 14 days. 5 comments were provided to the Shire included at Attachment 12.06.25.04C. The four comments received from residents of the Shire of Brookton expressed concern about the containment of other stock on the premises of 8488 Brookton Highway. The Shire has not received any complaints about Ms Cutchey's dogs.

The 8488 Brookton Highway is 23.9hectares in area and has been owned by Ms Cutchey since April 2024.

Background:

The Shire of Brookton's Dogs Local Law section 3.2 limits the number of dogs that are not

working permitted to be kept outside 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.)

Consultation:

There has been consultation between Council's contract Ranger and neighbouring resident's properties.

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) (I) 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.
- (II) 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-
- (a) as pets, 2 dogs over the age of 3 months and the young of those dogs under that age; and
 - (b) as working dogs, 3 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 six dogs, including:

No.	Name	Male/Female	Breed	Microchip #
LT00146	Major	Male	Malamute Husky	953010100506479
LT00178	Novah	Female	Malamute Husky	953010006005509
LT00342	Kylo	Male	Malamute Husky	953010006005516
LT00153	Cooper	Male	Malamute Husky	953010100408712
LT00259	Auska	Female	Malamute Husky	953010006593165
LT00335	Sargent	Male	Malamute Husky	953010100474519

to be kept at 8488 Brookton Highway Brookton conditional upon:

- 1. the owner maintaining full registration (inclusive of microchipping and vaccination) of all six dogs; and***
- 2. the dogs being consistently restrained in an enclosed yard, as required by the legislation; and***
- 3. this approval only extending to the specific dogs approved by Council and does not permit any new dogs.***

(Simple majority vote required)

Attachments

Attachment 12.06.25.04A – Application Form – Ms Claire Cutchey.

Attachment 12.06.25.04B – Ranger House/Property Inspection Report & Photo's.

Attachment 12.06.25.04C – Comments from Neighbouring Properties.



APPLICATION TO KEEP MORE THAN 2 DOGS OVER THE AGE OF 3 MONTHS

Dog Act 1976

OWNER'S DETAILS	
FULL NAME: <u>Claire Cutchey</u>	ASSESSMENT NO: <u>A2868</u>
RESIDENTIAL ADDRESS: <u>15 Woods Loop Jelcobine WA 6306</u>	
MOBILE: <u>[REDACTED]</u>	
EMAIL: <u>[REDACTED]</u>	
ADDRESS OF PREMISES AT WHICH DOGS ARE TO BE KEPT (if different from above): <u>N/A</u>	

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	Malamute/Husky	M	Y	Grey/White	1.5 yrs	953010100506479	Major
2	Malamute/Husky	F	Y	Grey/White	3 yrs	953010006005509	Novah
3	Malamute/Husky	M	Y	Black/White	3 yrs	953010006005516	Kylo
4	Malamute/Husky	M	Y	Tri	1.5 yrs	953010100408712	Cooper
5	Malamute/Husky	F	N	Red/White	1.5 yrs	953010006593165	Auska
6	Malamute/Husky	M	N	Tri	1.5 yrs	953010100474519	Sargent

Notes

- 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.
- 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.
- 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 <u>[Signature]</u>	DATE: <u>03/04/25</u>

Claire Cutchey

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: 
(Applicants Signature)

Date: 03/04/25

Signed: 
(Witness Signature)

Date: 3/4/25

OFFICE USE ONLY

FEE PAYABLE: \$124.00 PAYMENT DATE: 03.04.2025 RECEIPT No: 48855

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:

ICS Number:	N/A	
Due Date for Compliance:		
Date/ Time of Inspection:	Date: 19/5/25	Time: 1130H.
Allowed Access to Property:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If no, why?	
Rangers Completing Inspection:	1) Keith SQUISS	
	2)	

Section B: Owner Details

Registered Owner Name:	CLAIRE CATCHET
Address of Inspection:	15 WOODS LOOP RD BROOKTON
Telephone Number:	

Section C: Details of Dog/s

Dog Name:	MASOL
Breed / Colour:	MALAMUTE / HUSKY
Sex:	M
Dog Registered:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Council Registered:	BROOKTON
Dog Sterilised:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Microchip #:	95301000 506479
Council Tag #:	LT00146

Section C: Details of Dog/s

Dog Name:	NOVAH
Breed / Colour:	MALAMUTE / HUSKY
Sex:	F
Dog Registered:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Council Registered:	BROOKTON
Dog Sterilised:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Microchip #:	95301000 600589
Council Tag #:	LT00178

Section C: Details of Dog/s	
Dog Name:	KYLO
Breed / Colour:	MALAMUTE / HUSKY BLK/WH
Sex:	M
Dog Registered:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Council Registered:	BROOKTON
Dog Sterilised:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Microchip #:	953010006005816
Council Tag #:	LT00342

Section C: Details of Dog/s	
Dog Name:	COOPER
Breed / Colour:	MALAMUTE / HUSKY TRI-COLOR
Sex:	M
Dog Registered:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Council Registered:	BROOKTON
Dog Sterilised:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Microchip #:	953010100408712
Council Tag #:	LT00153

"AUSKA"

MALAMUTE / HUSKY RED/WH
FEMALE

REG'D - BROOKTON

953010006593165

LT00259

Not Sterilised

"SARANT"

MALAMUTE / HUSKY TRI
MALE

REG'D - BROOKTON

95301010047459

LT00335

Not Sterilised

Section E: Fencing Inspection

Note: The fence must be a solid type of material, so no body parts of a child under the age of 7yo can go through, over or under the fence material.

Recommended Height – Minimum 6ft or 1.8m

Gates	Yes <input type="checkbox"/> No <input type="checkbox"/>	Notes
Self-Locking Gates:	Yes <input type="checkbox"/> No <input type="checkbox"/>	N/A
Self-Closing Gates:	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Secure/ Sturdy Gates:	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Gate Heights:	RHS - (Metres) LHS - (Metres)	
Gates – Passed/ Failed	Passed <input type="checkbox"/> Failed <input checked="" type="checkbox"/>	
Fences		
Rear height:		
LHS Height:		
RHS Height:		
Front height:		
Dog Adequately Confined:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> IF SECURED/ SECURED HOMES,	
Fences Passed/ Failed	Passed <input type="checkbox"/> Failed <input type="checkbox"/>	

Section F: House/ Yard Details

Back Yard:	Large <input type="checkbox"/> Medium <input type="checkbox"/> Small <input type="checkbox"/> Nil <input checked="" type="checkbox"/>
Dog Contained to Yard/ House:	Yard <input type="checkbox"/> House <input checked="" type="checkbox"/>
Unit/ Apartment:	Unit <input type="checkbox"/> Apartment <input type="checkbox"/> N/A
Containment Problems:	Yes <input type="checkbox"/> No <input type="checkbox"/>
Detail Problems:	IF DOES NOT SECURED POSSIBILITY TO WALK OFF PROPERTY. OTHERWISE WHEN NO ONE HOME DOES SECURED IN KENNELS/HOUSES

Section G: Ranger Actions		
		Attached
Dog Registration Confirmed:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Updated details with Microchip Company:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Photograph of Dog:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Photographs of Fences/Gates:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Application Fee Paid (If applicable)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	

Section H: Inspection Outcome/ Follow Up	
Inspection Passed/ Failed:	Pass <input checked="" type="checkbox"/> Fail <input type="checkbox"/>
Follow up Inspection required:	Yes <input type="checkbox"/> No <input type="checkbox"/>
Follow-up Inspection required for:	Fences <input type="checkbox"/> Gates <input type="checkbox"/> Collar <input type="checkbox"/> Muzzle <input type="checkbox"/> Signs <input type="checkbox"/> Refused Access <input type="checkbox"/> Other <input type="checkbox"/> (Detail Other) – N/A
Date of Follow-up Inspection:	N/A

Section J: Inspecting Ranger Sign Off	
Attending Ranger 1:	Kerth Sanyal
Signed:	
Attending Ranger 2:	
Signed:	
Ranger Recommendations:	APPROVE - OBJECTIONS HAVE BEEN INVESTIGATED + ALLEGATIONS OF HANDLING ANIMALS HAVE NOT INVOLVED THE DOGS
Date:	20/5/25



Attachment 12.06.25.04C

[REDACTED]
To Whom It May Concern,

We oppose the residents of 15 Woods Loop Road to house 6 Dogs.

Largely because they struggle to keep the animals they currently have on there property in recent times we have had them on our property to which they have had to come a retrieve them. We have also had to take a animal back as it was out on the road.

If they could fix the issue of keeping the animals they have already on their property we wouldn't have opposed this.

Kind Regards

Cassi and Matt Crossen

From: Damien Morrison [REDACTED]
Sent: Saturday, 26 April 2025 10:42 AM
To: Administration Officer <mail@brookton.wa.gov.au>
Subject: Objection for application to keep multiple dogs

[REDACTED]
To the shire of Brookton,

We strongly object to the Application for 15 Woods Loop Jelcobine WA 6306 to keep multiple dogs.

As an adjoining property we have already had animals from their property coming onto our land and adversely costing our farm business.

We are not confident they can contain their dogs. We have already heard barking dogs since they moved in, impacting our peaceful enjoyment of our property.

Thankyou,
Damien Morrison
[REDACTED]

From: Mitchell Davies [REDACTED]
Sent: Monday, 28 April 2025 2:28 PM
To: Administration Officer <mail@brookton.wa.gov.au>
Subject: FW: Shire of Brookton Letter

[REDACTED]
OFFICIAL

Good Afternoon

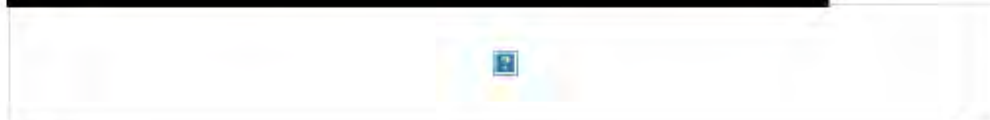
I refer to the request for comment regards the housing of six dogs at 15 Woods Loop, Jelcobine attached.

Department of Biodiversity, Conservation and Attractions have no objections if the dogs are restrained to the property in question.

Regards

Mitchell Davies
Acting Regional Manager
Parks and Wildlife Service | Wheatbelt Region | Peer Supporter
Department of Biodiversity, Conservation and Attractions

[REDACTED]



[REDACTED]
[REDACTED]
[REDACTED]

-----Original Message-----

From: Christie Whittington [REDACTED]

Sent: Friday, 18 April 2025 12:52 PM

To: Administration Officer <mail@brookton.wa.gov.au>

Subject: Response to Application to keep multiple dogs on 15 Woods Loop Jelcobine

[REDACTED]

To Whom It May Concern

We are writing in response to an application for a resident to house 6 dogs at 15 Woods Loop in Jelcobine. We strongly object to this application for the following reason: we have already had continual issues with animals housed at this address repeatedly escaping and continually being on our, and our neighbours, properties. Everyone has been very frustrated as when we have approached them to solve the problem and get them to address the situation, they have not done so. At times they have claimed that they would come and collect their stray animals and have taken more than 10 days and still not collected their animals. We are of the belief that they are not capable of correctly caring for any animals in that they have no inclination to keep them contained and they don't seem to appreciate that it is inappropriate for their animals to roam on to our properties and affect our livestock. Our concern is that their lack of care of their animals will result in us losing our livestock and their past history has shown that they do not seem keen to rectify that situation. Thus we strongly oppose their application.

Please feel free to contact me if you would like further information regarding our opposition. My phone number is [REDACTED] (Mark Whittington).

With kind regards,
Mark and Christie Whittington

From: [REDACTED]
Sent: 4/18/2025 12:53:34 PM +00:00
To: mail@brookton.wa.gov.au
Subject: Objection to resident housing 6 dogs at 15 Woods Loop Jelcobine.

You don't often get email from springvale8854@gmail.com. [Learn why this is important.](#)

To whom it may concern,

We would like to formally object to the above residents being able to house 6 dogs at their block on Woods Loop.

The reason for this objection is that we feel that they are not equipped or capable of keeping animals contained on their own property, and we have had first hand experience with their lack of concern over the animals getting out and damaging our property on repeated occasions.

They had numerous pigs, with one frequently escaping onto the roads

(causing issue to the school bus driver), they had a male pig that was roaming freely onto the Brookton Highway (which I personally received several calls from concerned drivers about), and another pig that constantly dug up ground over 1500 acres in the neighbouring farms – including my own.

We contacted them on numerous occasions to get them to retrieve their pigs, reinforce their fencing and keep them in an acceptable area inside their own property. We have given them access to our farm to retrieve the pigs, which they did on one occasion to our knowledge. The next time it happened we informed that a pig was back on our property. They stated that they would retrieve it, however, 8 days later it was still on our property. I contacted them again and they stated that “they were a bit busy and didn’t have time to get it”.

I informed them that the pig was a clean skin and was not tagged or ear notched, I also asked them if they have a PIC number to run livestock, they stated that they could run livestock as they have an ABN. They have no understanding of running livestock on the property, or the requirements by law that they need to do so. They also did not understand the issue with their domestic pig escaping so close to where feral pigs are becoming a major issue for farmers, with the possibility of their animal breeding with the feral pigs and essentially creating a genetically larger animal that we would have to deal with in the future .

Due to numerous warnings over several months of the pigs escaping, I told them that if the pigs were seen on our property again, they would be disposed of. They reluctantly agreed that we could do so. As far as we know, they have disposed of the boar themselves.

They also have some dorper sheep, which were constantly getting into the neighbours’ farm to the south of their property. I had asked them when they initially moved onto the property if they had any sheep and they stated that they had 6. They also said that the previous property they were on before this one, had a neighbour that had shot some of their sheep, as they had kept getting into his paddocks. I offered to treat the

sheep for lice so as to mitigate the risk to my own sheep, as it was clear that it could be an issue again.

When I was working on my property last week, moving a mob of 1000 merino ewes, I found not only one of their dorpers, but a dorper ram, amongst my ewes. When I rang them, they stated that they didn't even know that one of their sheep was actually a ram. I stated that if I had of known they had rams, I would have been more insistent on keeping them contained and would have made sure to keep my flock further away from them, (at my own cost) as better to be safe than sorry.

I was extremely annoyed at finding the ram, as I sell my merino wool as pure merino, and a contamination of dorper wool in my wool clip could possibly cost me hundreds of thousands of dollars. They had no idea of the issue of wool contamination when I explained it, and didn't seem to understand the magnitude of the issue at all.

Myself and several of the neighbouring farmers have all tried to pass on information and advise on how they need to conduct themselves within a rural area, however they seem not to want to take advise and at times have found themselves in trouble due to this lack of concern/ignorance for those around them.

We appreciate that everyone is entitled to live peacefully on their own land, however, when you're interfering with the livelihoods of those around you, you have to be prepared to accept that they are not always going to be agreeable to your choices, and this is one of those times.

Despite them being nice, friendly people, and we wish them all the best with their dream of being self-sufficient, we cannot in good conscience agree with them having that many dogs on their property. They have already consistently shown their inability to control the animals they own, so essentially having a "pack" of dogs running freely near our livestock would be begging for trouble, and not a risk we are willing to take.

We thank you for your time and hope you will take this information into consideration when discussing this matter, and would ask that you please inform any neighbouring properties of the outcome as soon as possible.

Your sincerely,

Nigel Morrison

A solid black rectangular box used to redact the signature of Nigel Morrison.

12.06.25.05 REQUEST FOR 3 DOGS – LOT 274 (HN.73) CUMMING STREET, BROOKTON

File No:	A311
Date of Meeting:	19 June 2025
Location/Address:	73 Cumming Street Brookton
Name of Applicant:	Mr Ross Crofft
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 Ross Crofft of 73 Cumming Street Brookton to keep 3 dogs at the premises.

Description of Proposal:

Mr Crofft's application is included at Attachment 12.06.25.05A. Mr Crofft's application seeks approval for the keeping at 73 Cumming Street of three dogs, 1 x male labrador/retriever, 1 x male cavalier, and 1 x female cavalier.

The details of Mr Crofft's dogs are:

Name	Male/ Female	Breed	Age Years	Registration	Microchip #
Cooper	Male	Labrador/Retriever	9	LT00277	941000018951459
Boris	Male	Cavalier	5	LT00219	900113001041025
Lucy	Female	Cavalier	6	LT00177	941000023554715

Council's contract Ranger completed an inspection of Mr Crofft's property on 11 June 2025. The Ranger did not identify any containment concerns. The Ranger's report is included at Attachment 12.06.25.05B.

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.)

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. No comments were provided to the Shire. The Shire has not had any complaints about Mr Crofft's dogs.

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) (i) 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	Insignificant	Minor	Moderate	Major	Extreme
Likelihood					
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 #
LT00277	Cooper	Male	Labrador/Retriever	941000018951459
LT00219	Boris	Male	Cavalier	900113001041025
LT00177	Lucy	Female	Cavalier	941000023554715

to be kept at 73 Cumming Street Brookton conditional upon:

- 1. the owner maintaining full registration (inclusive of microchipping and vaccination) of all three dogs; and***
- 2. the dogs being consistently restrained in an enclosed yard, as required by the legislation; and***
- 3. this approval only extending to the specific dogs approved by Council and does not permit any new dogs.***

(Simple majority vote required)

Attachments

Attachment 12.06.25.05A – Application Form – Mr R Crofft

Attachment 12.06.25.05B – Ranger House/Property Inspection Report & Photo's



APPLICATION TO KEEP MORE THAN 2 DOGS OVER THE AGE OF 3 MONTHS

Dog Act 1976

OWNER'S DETAILS	
FULL NAME: <u>Ross Geoff</u>	A311
RESIDENTIAL ADDRESS: <u>73 Cummins St</u>	
MOBILE: [REDACTED]	
EMAIL: [REDACTED]	
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	LABRADOR RETRIEVER	M	Y	Yellow	9	9410600 1895 1439	COOPER
2	CAVALIER X SHUTTER	M	Y	TRI	5	90011800 1041025	BOBIS
3	CAVALIER KING CHARLES	F	Y	TRI	6	9410000 23354715	LUCY
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: Ross Geoff DATE: 4/2/2025

ROSS CROFT

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: [Signature] Date: 2/4/25
(Applicants Signature)

Signed: [Signature] Date: 2/4/25
(Witness Signature)

OFFICE USE ONLY

FEE PAYABLE: \$124.00 PAYMENT DATE: 2/4/25 RECEIPT No: 48853

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:

ICS Number:	
Due Date for Compliance:	11/06/25
Date/ Time of Inspection:	Date: 11/06/25 Time: 8.30 AM
Allowed Access to Property:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If no, why?
Rangers Completing Inspection:	1) BRAD MILLER
	2)

Section B: Owner Details

Registered Owner Name:	ROSS CROFFT
Address of Inspection:	73 CUMMING STREET BROOKTON
Telephone Number:	

Section C: Details of Dog/s

Dog Name:	COOPER
Breed / Colour:	LABRADOR RETRIEVER - YELLOW
Sex:	MALE
Dog Registered:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Council Registered:	BROOKTON
Dog Sterilised:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Microchip #:	941000018951459
Council Tag #:	LT00277

Section C: Details of Dog/s

Dog Name:	BORIS
Breed / Colour:	CAVALIER - TRI
Sex:	MALE
Dog Registered:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Council Registered:	BROOKTON
Dog Sterilised:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Microchip #:	900113001041025
Council Tag #:	LT00219

Section C: Details of Dog/s	
Dog Name:	LUCY
Breed / Colour:	CAVALIER-TRI
Sex:	FEMALE
Dog Registered:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Council Registered:	BROOKTON
Dog Sterilised:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Microchip #:	941000023554115
Council Tag #:	LT00177

Section C: Details of Dog/s	
Dog Name:	
Breed / Colour:	
Sex:	
Dog Registered:	Yes <input type="checkbox"/> No <input type="checkbox"/>
Council Registered:	
Dog Sterilised:	Yes <input type="checkbox"/> No <input type="checkbox"/>
Microchip #:	
Council Tag #:	

Section E: Fencing Inspection

Note: The fence must be a solid type of material, so no body parts of a child under the age of 7yo can go through, over or under the fence material.

Recommended Height – Minimum 6ft or 1.8m

Gates		Notes
Self-Locking Gates:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	SECURED
Self-Closing Gates:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Secure/ Sturdy Gates:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Gate Heights:	RHS - 3 (Metres) LHS - 3 (Metres)	
Gates – Passed/ Failed	Passed <input checked="" type="checkbox"/> Failed <input type="checkbox"/>	
Fences ✓	All fences on all sides are	
Rear height: 3m	5'6"	
LHS Height: 3m		
RHS Height: 3m		
Front height: 2m		
Dog Adequately Confined:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Fences Passed/ Failed	Passed <input checked="" type="checkbox"/> Failed <input type="checkbox"/>	

Section F: House/ Yard Details

Back Yard:	Large <input type="checkbox"/> Medium <input checked="" type="checkbox"/> Small <input type="checkbox"/> Nil <input type="checkbox"/>
Dog Contained to Yard/ House:	Yard <input checked="" type="checkbox"/> House <input checked="" type="checkbox"/>
Unit/ Apartment:	Unit <input type="checkbox"/> Apartment <input type="checkbox"/>
Containment Problems:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Detail Problems:	

Section G: Ranger Actions		
		Attached
Dog Registration Confirmed:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Updated details with Microchip Company:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Photograph of Dog:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Photographs of Fences/ Gates:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Application Fee Paid (If applicable)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	

Section H: Inspection Outcome/ Follow Up	
Inspection Passed/ Failed:	Pass <input checked="" type="checkbox"/> Fail <input type="checkbox"/>
Follow up Inspection required:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Follow-up Inspection required for:	Fences <input type="checkbox"/> Gates <input type="checkbox"/> Collar <input type="checkbox"/> Muzzle <input type="checkbox"/> Signs <input type="checkbox"/> Refused Access <input type="checkbox"/> Other <input type="checkbox"/> (Detail Other) –
Date of Follow-up Inspection:	

Section J: Inspecting Ranger Sign Off	
Attending Ranger 1:	BRAID MILLER
Signed:	
Attending Ranger 2:	
Signed:	
Ranger Recommendations:	FULLY recommend they be issued a permit
Date:	11/06/2025





12.06.25.06 RAIL LOADING FACILITY UPGRADES – CBH FACILITY

File No:	A338/P2642
Date of Meeting:	19 June 2025
Location/Address:	Vacant Crown Land (Landgate ID 4133268) Lot 422 Sewell Street (Reserve 34325) Lot 51 Bartram Street Lots 5 Richardson Street Lot 436 Richardson Street (Reserve 34325) Lot 27 Smith Street Lot 52 Smith Street
Name of Applicant:	CLE Town Planning & Design
Name of Owner:	State of Western Australia & CBH Group
Author/s:	Gary Sherry – Chief Executive Officer
Authorising Officer:	Gary Sherry – Chief Executive Officer
Declaration of Interest:	Nil
Voting Requirements:	Simple Majority
Previous Report:	Various including 15 August 2019, 19 September 2019, 19 March 2020, 27 November 2023

Summary of Item:

Council has received a Development Application for upgrades to the existing rail loading facility.

Description of Proposal:

The Development Application proposes the upgrading of the existing rail loading facility and new loading silos. This includes:

- Two x 5kt silos;
- Elevator in-loading pit;
- Removal of 'G' type storage shed;
- Temporary amenities, crib room, store and associated parking; and
- Regrading and resurfacing to the existing access road.

The proposed development extends over multiple lots including a section of Vacant Crown Land.

The proposed works represent a wider shift from road to rail, by removing the need for grain out loading via trucks outside of harvest periods which improves road safety in the locality.

The applicant has submitted technical reports and details in support of the application. This includes a Noise Impact Assessment Report, Dust Management Plan and a Bushfire Management Plan. Due to the size of the documents, not all of the technical reports and information are attached but can be made available to Councillors upon request.

Background:

The existing Brookton CBH facility includes rail loading facilities, which have been operating at capacity for a number of years, resulting in delays and inefficiencies along the main rail line.

The Development Application proposes to upgrade the existing facilities by expanding the grain loading capacity by rail to support the approved rail siding extension.

The application site traverses across six lots, with all but one lot owned by the State of Western Australia with management orders to the Public Transport Authority (PTA). Lot 5 Richardson Street is owned by CBH. A portion of Vacant Crown Land (Land ID 4133268) is included in the Development Application given the proposed regrading works to the existing access road traverse through this section of the land parcel.

PTA have provided their consent for the proposed development.

Consultation:

The Shire sought comments for 42 days from 17 adjoining and nearby landowners and 4 government agencies. Additionally, the Shire placed details of the Development Application on the website, the Shire's Facebook page and had information available at the Shire office. At the close of the submission period, three submissions had been received by the Shire.

The Department of Health raised no objection and provided advice relating to CBH submitting a Fumigation Site Application. Mr D Watkins of Eagle Eye Engineering advised that he had no comment to make about the application. The Department of Water and Environmental Regulation has assessed the application and has no objections.

Statutory Environment:

Planning and Development Act 2005

Planning and Development (Local Planning Schemes) Regulations 2015

Shire of Brookton Local Planning Scheme No. 4 (LPS4)

All lots, except Lot 422 Sewell Street, are zoned 'General Industry' in LPS4. LPS4 objectives for the 'General Industry' zone are:

- To provide for a broad range of industrial, service and storage activities which, by the nature of their operations, should be isolated from residential and other sensitive land uses.
- To accommodate industry that would not otherwise comply with the performance standards of light industry.
- Seek to manage impacts such as noise, dust and odour within the zone.

The upgrades to the existing rail loading facility are consistent with the objectives of the General Industry zone.

'Industry' is a 'P' land use (permitted use) within the General Industry zone.

Lot 422 Sewell Street is reserved as 'Railways' in LPS4. The proposed upgrades satisfy the objectives of LPS4 and reflects the purpose of the Railways reserve by facilitating the efficient movement and loading of grain.

The development is consistent with and reflects previous approvals for the site.

Relevant Plans and Policy:

The proposed development addresses relevant State Planning Policies (SPP) including *SPP3.7 Bushfire*, *SPP4.1 Industrial Interface* and *SPP 5.4 Road and Rail Noise*.

Financial Implications:

The applicant has paid the Development Application fee.

The applicant has a right of review to the State Administrative Tribunal to review the Council's decision. If this occurred, the Shire would have associated costs.

Risk Assessment:

The risk is not deemed to be significant given the conclusions and recommendations in the supporting technical investigations, including the Noise Impact Assessment Report and the Dust Management Plan. There is a requirement for CBH to ensure noise and dust standards are maintained to satisfactory levels.

There is potential that the applicant may request a review of the Council's decision to SAT. Such a review would have financial implications for Council.

Under the Shire of Brookton's Risk Framework, the consequence rating of the Financial risk associated with this application is assessed as Minor. The likelihood of these consequences is assessed as Possible.

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 proposal aligns with Council's *Strategic Community Plan 2022-2032* including the Growth Pillar of 'A well-recognised business and agricultural hub.'

Comment:

1. Overview

The Development Application proposes upgrading to CBH's existing rail loading facility. It is recommended that Council conditionally approve the Development Application given:

- There is an existing loading facility and it is consistent with the current use of the land;
- It is consistent with the planning framework;
- It supports a more efficient and productive local agricultural industry;
- The Noise Impact Assessment Report demonstrates that the new rail loading facility will generally meet *Environmental Protection (Noise) Regulations 1997*;
- The proposed rail loading facility is not expected to create significant additional impacts on the amenity of the area;
- Subject to addressing dust and noise, there are expected to be manageable environmental impacts;
- Loading longer trains more quickly at the strategically located CBH facility will bring tangible financial returns to growers in the region;
- It supports growing the district economy and supports job creation;
- No objections were raised by neighbours, the community or stakeholders; and
- Development conditions can assist to control the use and management of the development.

2. Separation Distances

There is a need to ensure that proposed development limits the potential land use conflict with on nearby rural living land uses. The use of separation distances (buffers) is recommended by *SPP4.1 Industrial Interface* to manage off-site impacts of industrial uses. The relevant separation requirements applicable to the proposed development are outlined in the EPA's *Separation Distances between Industrial and Sensitive Land Uses* (the Guidance Statement).

The Guidance Statement provides guidance on the assessment of industry along with generic separation distances to sensitive land uses. The Guidance Statement sets a notional buffer distance of 500m which provides a default in lieu of any subsequent modelling having been undertaken with impacts such as noise, dust and risk. These considerations are relevant in respect to nearby 'sensitive uses' (residences).

The applicant has provided a Noise Impact Assessment Report and a Dust Management Plan in response to considerations in the Guidance Statement.

3. Acoustic Assessment

The Noise Impact Assessment Report confirms the proposed facility results in an overall net reduction in noise ensuring the property complies with the relevant noise criteria once mitigated measures are implemented. In particular, the assessment concludes that the new rail loading facility will result in a net reduction in noise emissions in the locality as the site

transition from road to rail, resulting in an overall 2.5 hour reduction in loading times on site given the more efficient rail loading capabilities. The Noise Impact Assessment Report concludes that the operation of the facility will meet the requirements of the *Environmental Protection (Noise) Regulations 1997*.

The Noise Impact Assessment Report notes the demolition of the old G-type shed, which acted as a partial noise barrier between truck and equipment operations, has necessitated the need for new noise mitigation measures to reduce noise impacts to the nearby residential properties to the north along Groser Street and Richardson Street (R1 to R5 as per the Noise Impact Assessment Report). These noise impacts are not a result of increases in noise associated with the proposed upgrades, but due to the removal of the G-Type shed.

The Noise Impact Assessment Report outlines that regardless of time, fixed plant, on-site road transport and on-site railway operations comply with the relevant noise regulations during day, evening and night time periods. As the rail loading facility results in a net reduction in traffic movements on CBH's site, the acoustic consultant sets out the noise and associated amenity impact of truck activity on CBH's site during peak periods will be negligible in the context of surrounding traffic noise on public roads.

The acoustic consultant highlights the proposed facility results in an overall reduction in evening and nighttime noise emissions, due to reductions in road traffic associated with the movement of grain via rail rather than road, resulting in an overall reduction in noise for the surrounding locality.

4. Dust Management

The Dust Management Plan outlines CBH's commitments to minimise the ongoing impact of dust emissions from the proposed fixed rail loading facility. The applicant advises the measures outlined in the Dust Management Plan will ensure that any potential dust emissions will be mitigated so that surrounding properties are not impacted.

5. Bushfire

The Bushfire Management Plan sets out that the operation of the facility will be compliant with the requirements of *SPP 3.7 Bushfire*. There is a need for CBH to maintain an Asset Protection Zone around the facility.

6. Traffic

The applicant highlights that the new rail loading facility will have a positive impact on the wider community and the surrounding road network given the proposed upgrade, to existing infrastructure, will enable more efficient train loading, reducing time taken to load trains.

There is no additional traffic above what is currently experienced on site as a result of the works, with no changes proposed to existing vehicle operations. This is confirmed in the traffic note prepared by Shawmac traffic engineers.

7. Drainage

The applicant sets out that no modifications to the drainage infrastructure approved as part of the rail siding development application are required for the facility. The applicant advises the site is able to accommodate onsite stormwater and upstream runoff without any impact to the new rail siding or other surrounding infrastructure or properties. The minor drainage design modifications approved as part of the rail siding approval will be implemented as required, with all access and maintenance tracks and roads to be suitably sealed and drained.

8. Land Use

The proposed rail loading facility upgrades and associated works are consistent with the criteria in LPS4 including land use within the General Industry zone. The proposed upgrades are consistent with the objectives of the General Industry zone by facilitating the handling and processing of grain on site and improving the current grain processing and loading capability of the site.

9. Summary

The proposed rail loading facility upgrades and associated works are consistent with the objectives and intent of the General Industry zone of LPS4 and is considered appropriate for the location.

OFFICER'S RECOMMENDATION

That Council grant development approval for rail loading facility upgrades and associated ancillary development at Vacant Crown Land (Landgate ID 4133268), Lot 422 Sewell Street, Lot 5 Richardson Street, Lot 51 Bartram Street, Lot 436 Richardson Street, Lot 27 Smith Street and Lot 52 Smith Street, Brookton pursuant to Schedule 2, Part 9, Clause 77 of the Planning and Development (Local Planning Schemes) Regulations 2015 and subject to the following conditions and advice notes:

- 1. This approval shall expire if the development hereby approved has not been substantially commenced within a period of three years from the date hereof, or within any extension of that time (requested in writing prior to the approval expiring) that may be granted by the local government. Where the Development Approval has lapsed no further development is to be carried out.***
- 2. The development hereby approved must be carried out in accordance with the plans and reports submitted with the application (set out in Attachment 12.06.25.06B and Attachment 12.06.25.06C), addressing all conditions, or otherwise amended by the local government and shown on the approved plans and these shall not be altered and/or modified without the prior knowledge and written consent of the local government.***
- 3. The Noise Impact Assessment Report shall be implemented to the satisfaction of the local government. In the event of a substantiated written complaint, the applicant/operator shall investigate and advise the local government in writing of outcomes and, if demonstrated to be required, additional noise mitigation measures are to be implemented to the satisfaction of the local government.***
- 4. The Dust Management Plan shall be implemented to the satisfaction of the local government. In the event of a substantiated written complaint, the applicant/operator shall investigate and advise the local government in writing of outcomes and, if demonstrated to be required, additional dust mitigation measures are to be implemented to the satisfaction of the local government.***
- 5. The Bushfire Management Plan being suitably implemented and maintained to the satisfaction of the local government.***
- 6. The existing CBH access road to be regraded, resurfaced and drained to the satisfaction of the local government prior to occupation. Thereafter, the landowner shall appropriately maintain the CBH access road to the satisfaction of the local government.***
- 7. Any lighting devices are to be positioned and shielded so as not to cause any direct, reflected or incidental light to encroach beyond the property boundaries, in accordance with Australian Standard AS4282/1997.***

8. *The amenities, crib room, store and associated parking are temporary and are to be removed from the site and the land suitably restored within 6 months of completion of the rail loading facility works.*

Advice

- A) *The applicant is advised that this development approval is not a Building Permit. A Building Permit must be formally applied for and obtained before the commencement of any site and/or development works. As part of this, the relocated dwelling should be suitably constructed above natural ground level to address localised drainage.*
- B) *The applicant is encouraged to submit a Fumigation Site Application to the Department of Health.*
- C) *If an applicant or owner is aggrieved by this determination there is a right of review by the State Administrative Tribunal in accordance with the Planning and Development Act 2005 Part 14. An application must be made within 28 days of the determination.*

(Simple majority Vote required)

Attachments

Attachment 12.06.25.06A – Letter from CBH
Attachment 12.06.25.06B – Development Plans
Attachment 12.06.25.06C – Technical Reports
Attachment 12.06.25.06D – Submissions



Our Reference: 3244Ltr134C
Enquiries: Harry Norman

1 April 2025

Gary Sherry
Chief Executive Officer
Shire of Brookton
PO Box 42
Brookton WA 6306

ATTENTION: Gary Sherry

Dear Gary

**RE: RAIL LOADING FACILITY - UPGRADES
LANDGATE ID NUMBER 12102486, LOT 422 (20) SEWELL STREET, LOT 51 (46)
BARTRAM STREET, LOT 5 (87) AND LOT 436 (83) RICHARDSON STREET, LOT 27 (49)
AND LOT 52 (29) SMITH STREET, BROOKTON**

On behalf of CBH Group (CBH), CLE Town Planning + Design (CLE) are lodging a Development Application for upgrades to the existing rail loading facility located within sections of vacant crown land (Landgate ID 12102486), Lot 422 (20) Sewell Street, Lot 51 (46) Bartram Street, Lot 5 (87) and Lot 436 (83) Richardson Street, Lot 27 (49) and Lot 52 (29) Smith Street in Brookton.

It is noted that whilst CBH are listed as the Applicant on the application forms, CLE are acting on behalf of CBH for this application.

Please find enclosed the following within this application for development approval:

- Application Forms (Shire of Brookton).
- Certificate of Title.
- Plans and Elevations (WGA).
- Site Context Plan (CLE Ref. 3244-131D-01).
- Noise Impact Assessment Report (SLR Consulting).
- Bushfire Management Plan (Green Start Consulting).
- Traffic Impact Note (Shawmac).
- Dust Management Plan (CBH Group).
- PTA Letter of Consent.
- Development Approval – Rail Siding (May 2022).
- Amended Development Approval – Rail Siding (November 2022).
- Delegation and consent to sign.

It is our understanding that the application fees are payable once the application has been lodged with the Shire. Upon the Shire receiving and confirming receipt of the Development Application, if this amount could be confirmed, payment will be arranged.

BACKGROUND

CBH has over 130 sites across the State which receive, handle, store and outload approximately 90 percent of Western Australia's grain harvest. The existing Brookton site includes rail loading facilities which have been operating at capacity for a number of years. This development application proposes to upgrade the existing facilities on site by improving grain loading efficiency to support the recently constructed rail siding extension and thereby alleviating the current deficiencies on site.

Everett Bennett Pty Ltd
ATF The Everett Bennett Unit Trust
ABN 47 835 193 240
www.cleplan.com.au

The proposed upgrades represent the second phase of new infrastructure at the Brookton site with a new rail siding recently approved and constructed to support the proposed upgrade works subject to this application.

In May 2022, a new rail siding and associated works were approved by the Shire and included the preliminary works associated with the facility and included clearing and earthworks/civil works for the loading facility. The rail siding upgrade is one of the projects within the first package of the WA Agricultural Supply Chain Improvements (ASCI) funding program. Along with other rail siding and out loading upgrades at Broomehill (complete) Cranbrook (under construction), Konnongorring (under construction) and Moora (under construction), this proposal aims to maximise efficiencies to deliver more tonnes to port. The use of rail to deliver tonnes to port further reduces reliance on road transport which has benefits to road users and the community.

For CBH and the grain growing industry, these works will further assist the effort to move grain rapidly to port, to capitalise on market demand. Loading longer trains more quickly at the strategically located CBH bins will bring tangible financial returns to growers in the region.

The new rail siding will be owned by State Government and managed and maintained by Arc Infrastructure. The following report provides background information and supporting technical reporting related to the proposed works and operation of the facility in conjunction with the approved siding.

Site Details

The application area traverses the boundary of six (6) lots, with all but one lot owned by the State of WA with management orders to the Public Transport Authority (PTA). These are set out below:

- Lot 5 (87) Richardson Street (owned by CBH)
- Lot 436 (83) Richardson Street
- Lot 422 (20) Sewell Street
- Lot 51 (46) Bartram Street
- Lot 27 (49) Smith Street
- Lot 52 (29) Smith Street

A portion of vacant crown land (Land ID 12102486) has been included in this application as the proposed regrading works to the existing access road traverse through this section of the land parcel. There is no Certificate of Title available for this portion of vacant Crown land (Land ID 12102486).

It is noted that CBH's surrounding landholdings (Lots 2-4, 100, 54 and 200) to the south and west do not form part of this application.

PROPOSAL

To support the approved rail siding works, this application proposes the upgrade of the existing rail loading facility and new loading silos. The details of the proposal include the following:

- Two (2) x 5kt silos;
- Elevator in-loading pit;
- Removal of 'G' type storage shed, which is at the end of its life cycle;
- Temporary amenities, crib room, store and associated parking; and
- Regrading and resurfacing to existing access road.

Rail out loading will be undertaken via drag chain to the elevator and overhead conveyors to existing overhead rail bins. Two grain storage silos are proposed to be constructed, with the existing 'G type' shed to be removed to accommodate the new storage.

The extent of these works is depicted within the area denoted as 'Development Area' as shown in Attachment 4. Relevant to the rail loading facility upgrades, the works are confined only to Lot 27 (49) Smith Street and Lot 422 (20) Sewell Street, Brookton.

It is noted that the proposed amenities, crib and storage room located on lot 5 owned by CBH, will simply be temporary for use by staff during construction.

Further detail regarding the extent of the proposed works is enclosed within the detailed design drawings prepared by WGA (refer Attachment 3).

The proposed upgrades will see the installation of new, more efficient train loading infrastructure, which together with the recently constructed rail siding extension, will enable grain to be loaded onto trains more efficiently, delivering tonnes to port faster. This is critical for CBH to meet its long-term strategic objectives to cater for increasing grain production and continue to deliver value for WA grain growers.

This project is one of several projects funded under the ASCI program of works, representing a broader goal of moving more grain tonnes to port via rail to meet international export demand. The improved rail loading facility will have an increased tonnes per hour loading capacity, reducing the current loading time at Brookton by 2.5 hours from 10.4 hours to 7.8 hours.

Operating Hours

No changes to the existing operating hours are proposed as part of this application. As is currently the case, during peak harvest periods (November to January), the facility will operate all day on a 24/7 basis.

During off-peak periods, typical daylight operations hours will apply and will occur predominately between 7:00am and 7:00pm with night-time loading to be undertaken as required.

PLANNING ASSESSMENT

The following section summaries the key planning requirements outlined in the Shire of Brookton's Local Planning Scheme No.4 (LPS 4), as well as policies relevant to the proposal.

Zoning and Land Use

The proposed development has been assessed against the criteria of LPS 4 and is consistent with the applicable requirements.

All subject lots (except for Lot 422 (20) Sewell Street) are zoned 'General Industry' in LPS 4, with the objectives being:

- *To provide for a broad range of industrial, service and storage activities which, by the nature of their operations, should be isolated from residential and other sensitive land uses.*
- *To accommodate industry that would not otherwise comply with the performance standards of light industry.*
- *Seek to manage impacts such as noise, dust and odour within the zone.*

The upgrades to the existing rail loading facility are consistent with the objectives of the 'General Industry' zone and reflects previous approvals on site. In August 2019, the Shire of Brookton approved expansions to the existing receival and storage facility under a 'Rural Industry' land use.

The proposed works simply represent additions to the existing facility which are entirely consistent with the existing 'Rural Industry' approval.

The proposal is consistent with the objectives of the zone by facilitating the handling and processing of grain on site and intends to expand on the existing infrastructure by improving the current grain processing and loading capability of the site, consistent with the existing land use.

Lot 422 (20) Sewell Street for which a portion of the upgrades are proposed is reserved as 'Railways' in LPS 4, with the reserve objectives being "to set aside land required for passenger rail and rail freight services".

The proposed upgrades satisfy the objectives of LPS 4 and reflects the purpose of the 'Railways' reserve by facilitating the efficient movement and loading of grain in the locality to support the farming and rural pursuits in Brookton and its surrounds.

Having regard to the above, the proposal upgrades are entirely consistent with the ultimate purpose intended for the reserve. The managing body Public Transport Authority have provided their consent to undertake the upgrades in the 'Railways' reserve, as demonstrated in the application form (Attachment 9).

Ultimately, this application is a much-needed upgrade to the rail network to help alleviate these current shortcomings, which will provide for a far more efficient and productive agricultural industry in the locality.

EPA Separation Distances between Industrial and Sensitive Land Uses No.3 (2005)

The EPA's Separation Distances between Industrial and Sensitive Land Uses (the Guidance Statement) provides guidance on the assessment of industry and generic separation distances between sensitive land uses. In the consideration of the proposed application, the impact of the grain elevator (conveyor belt) incorporated as part of the train loading machinery is a relevant consideration.

Accordingly, an acoustic assessment and dust management plan have been prepared by SLR acoustic consultants and CBH Group respectively in response to the considerations of the Guidance Statement.

A notional buffer distance of 500m is assumed as part of the Guidance Statement, which provides a default in lieu of any subsequent modelling having been undertaken with impacts such as noise, dust and risk applicable considerations. These considerations are relevant in respect to portions of 'Residential' zoned land to the north, as well as 'Rural Residential' zoned to the south. This includes properties along Groser Street to the north, which are located approximately between 200m and 300m from the proposed elevator (at the closest point)

It should be emphasised that this application only looks to upgrade the existing facility, rather than facilitate development on a new site and in doing so reduces the impacts of noise and dust to the surrounding community.

The Noise Impact Assessment (Attachment 5) prepared as part of this application confirms that the facility results in an overall net reduction in noise ensuring the property complies with the relevant noise criteria once mitigated measures are implemented.

In regard to the factor of risk, the Guidance Statement identifies risk to be an accident or incident causing injury or death to the public. Given the location, layout, and separation of the land use from any public or private property, there is an insignificant public risk associated with the land use which already operates without detriment to surrounding sensitive land uses.

All considerations of the Guidance Statement are therefore managed and have been demonstrated in the relevant technical documents outlined below.

TRAFFIC

Brookton is a key receival site in the CBH network, attracting grower deliveries from the surrounding area during harvest. It is noted that the proposed development represents an upgrade to existing infrastructure to enable more efficient train loading, reducing time taken to load trains.

It is important to emphasise there will be no additional traffic above what is currently experienced on site as a result of the works, with no changes proposed to existing vehicle operations. This is confirmed in the traffic note prepared by Shawmac traffic engineers, as set out in Attachment 7.

ACOUSTIC

The new loading facility will result in a net reduction in noise emissions in the locality, given the overall 2.5 hour reduction in loading times on site due to more efficient rail loading capabilities where wagons can now be loaded 50% faster.

A Noise Impact Assessment report has been prepared by SLR acoustic consultants which demonstrates that the operation of the facility will meet the requirements of *State Planning Policy 5.4 Road and Rail Noise (SPP 5.4)* and the *Environmental Protection (Noise) Regulations 1997*.

These policies aim to manage the impact of noise on sensitive land uses which is relevant given the nearby residential properties.

The report assesses the impact of noise and vibration from both rail and road operations associated with the facility and concludes that the site can operate to meet all applicable noise targets and will not pose any additional noise impacts to nearby residential properties.

The demolition of the G-type storage shed (due to reaching end of life) which acted as a partial noise barrier between truck and equipment operations has necessitated the need to further investigate noise impacts to nearby residential properties to the north along Groser Street and Richardson Street (R1 to R5 as per Noise Impact Assessment).

It is important to emphasise that these noise impacts are not a result of increases in noise associated with the proposed upgrades, but due to the removal of the G-Type shed.

For day time harvest operations, Table J of the Noise Impact Assessment, demonstrates that predicted noise emissions are to be within 1db of assigned noise levels for the nearby residential properties (R1 to R5). This exceedance is only expected to occur only 10% of the time and relates to on-site road transport within the site and silo filling, with the majority of daytime peak harvest periods complying with the relevant noise regulations.

Rail loading operations may be required during evening and nighttime periods during harvest periods, subject to train scheduling, with Table J of the Noise Impact Assessment outlining that noise emissions marginally exceed (49db) noise levels for the five nearby residential properties (R1-R5). This however is only to be expected to be required over a 6 week period (November to January), with the majority of loading occurring during day time periods. The need for night filling of the proposed five kiloton silos will be infrequent and only on an as needed basis, depending on demand.

Furthermore, background noise monitoring undertaken for the Brookton site demonstrates that background noise generated from nearby tree canopy in windy conditions, exceeds (52db) peak harvest evening and nighttime operations, demonstrating that the noise generated is negligible and unlikely to have a material impact on nearby residents.

Further detail on the predicted noise levels is enclosed within SLR's Noise Impact Assessment (refer Attachment 5).

DUST

A Dust Management Plan (refer Attachment 8) has been prepared by CBH to outline the commitments associated with minimising the ongoing impact of dust emissions from the proposed fixed rail loading facility.

The measures outlined in the plan will ensure that any potential dust emissions will be mitigated so that surrounding properties are not impacted.

BUSHFIRE

A Bushfire Management Plan has been prepared by Green Start Consulting which demonstrates that the operation of the facility will be compliant with the requirements of *State Planning Policy 3.7 Bushfire* (SPP 3.7). The portion of the site where development is proposed is identified as being bushfire prone within the DFES state map of bushfire prone areas. SPP 3.7 and the relevant guidelines set out considerations for the assessment of development within bushfire prone areas which have been considered as part of this application.

The BMP demonstrates that only a portion of the new facility in the north-west corner of the site will be subject to a BAL rating of BAL-29, with the majority of the site subject to a rating of BAL-12.5 or below. The BMP confirms that bushfire is not an impediment to development and that each of the elements listed within the Guidelines for Planning in Bushfire Prone Areas has been addressed (refer Attachment 6).

DRAINAGE

No modifications to the drainage infrastructure approved as part of the rail siding development application is required for the facility, with the site being able to accommodate onsite stormwater and upstream runoff without any impact to the new rail siding or other surrounding infrastructure or properties.

The minor drainage design modifications approved as part of the rail siding approval will be implemented as required, with all access and maintenance tracks and roads to be suitably sealed and drained.

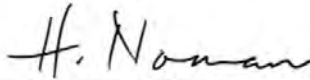
CONCLUSION

The proposed upgrades to the existing fixed rail loading facility are consistent with the objectives and intent of the 'General Industry' zone of LPS 4 and is entirely appropriate for the location.

This application follows on from the recent rail siding approval, with the upgrades to loading infrastructure proposed as part of this application to enhance CBH's Brookton's capacity to load grain via rail. The works will vastly improve the capacity of the region to transport grain, which will have a significant benefit for local growers, the local economy and the wider community.

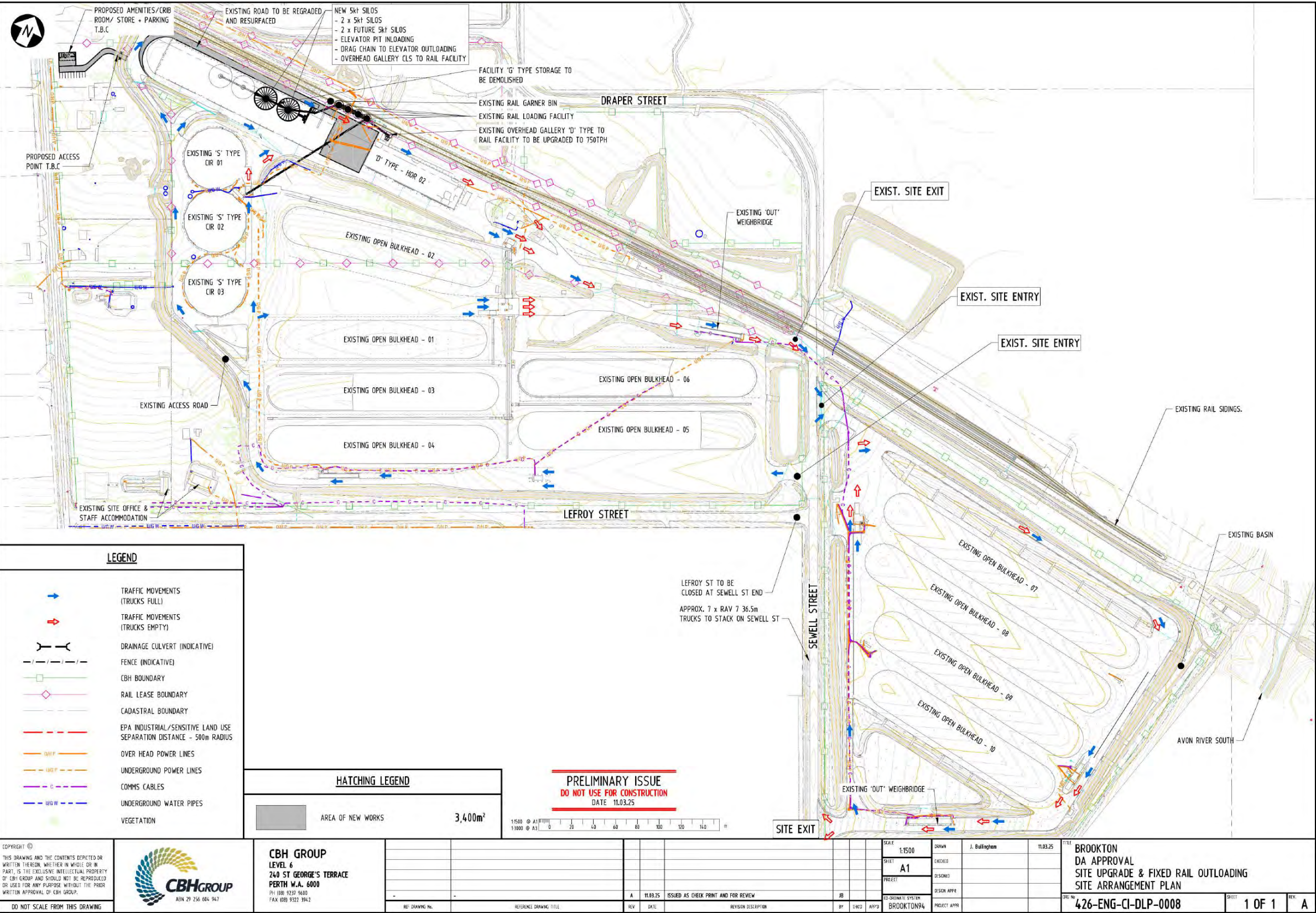
We would appreciate if you would consider this application in a favourable manner. Should you have any queries regarding this application please contact Harry Norman on 9382 1233 or via email

Yours faithfully

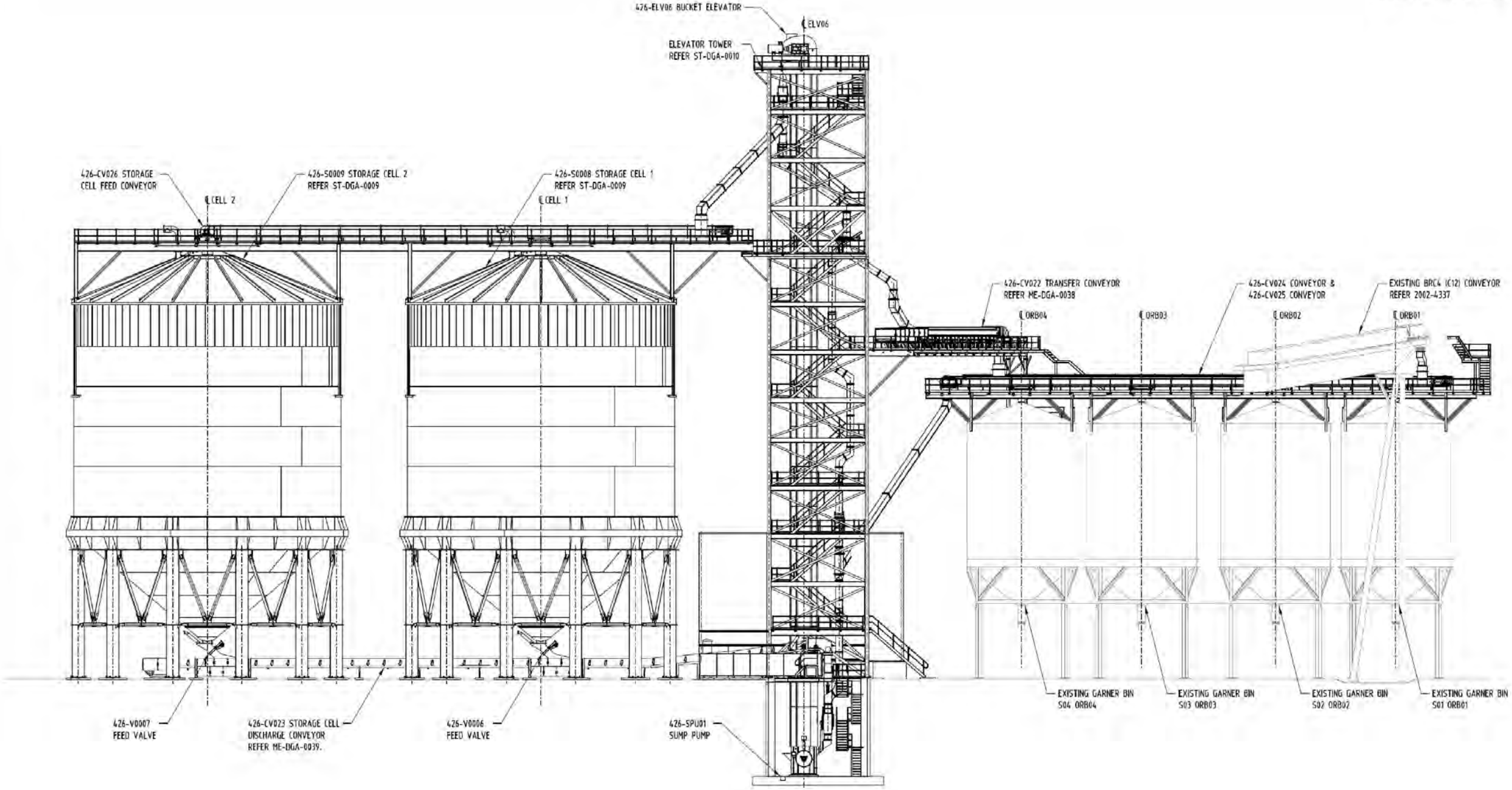


**HARRY NORMAN
SENIOR PLANNER
CLE TOWN PLANNING + DESIGN**

Enc: Attachment 1 – Application Forms
Attachment 2 – Certificate of Titles
Attachment 3 – Plans and Elevations (WGA)
Attachment 4 – Site Context Plan (CLE 3244-131D-01)
Attachment 5 – Noise Impact Assessment Report (SLR Consulting)
Attachment 6 – Bushfire Management Plan (Green Start Consulting)
Attachment 7 – Traffic Impact Note (Shawmac)
Attachment 8 – Dust Management Plan (CBH Group)
Attachment 9 – PTA Letter of Consent
Attachment 10 – Development Approval – Rail Siding (May 2022)
Attachment 11 – Amended Development Approval – Rail Siding (November 2022)
Attachment 12 – Delegation and consent to sign.



NOTES
1. GENERAL MECHANICAL NOTES REFER ME-COV-0001.



SECTION A
ME-DLP-0001

PRELIMINARY ISSUE
NOT FOR CONSTRUCTION



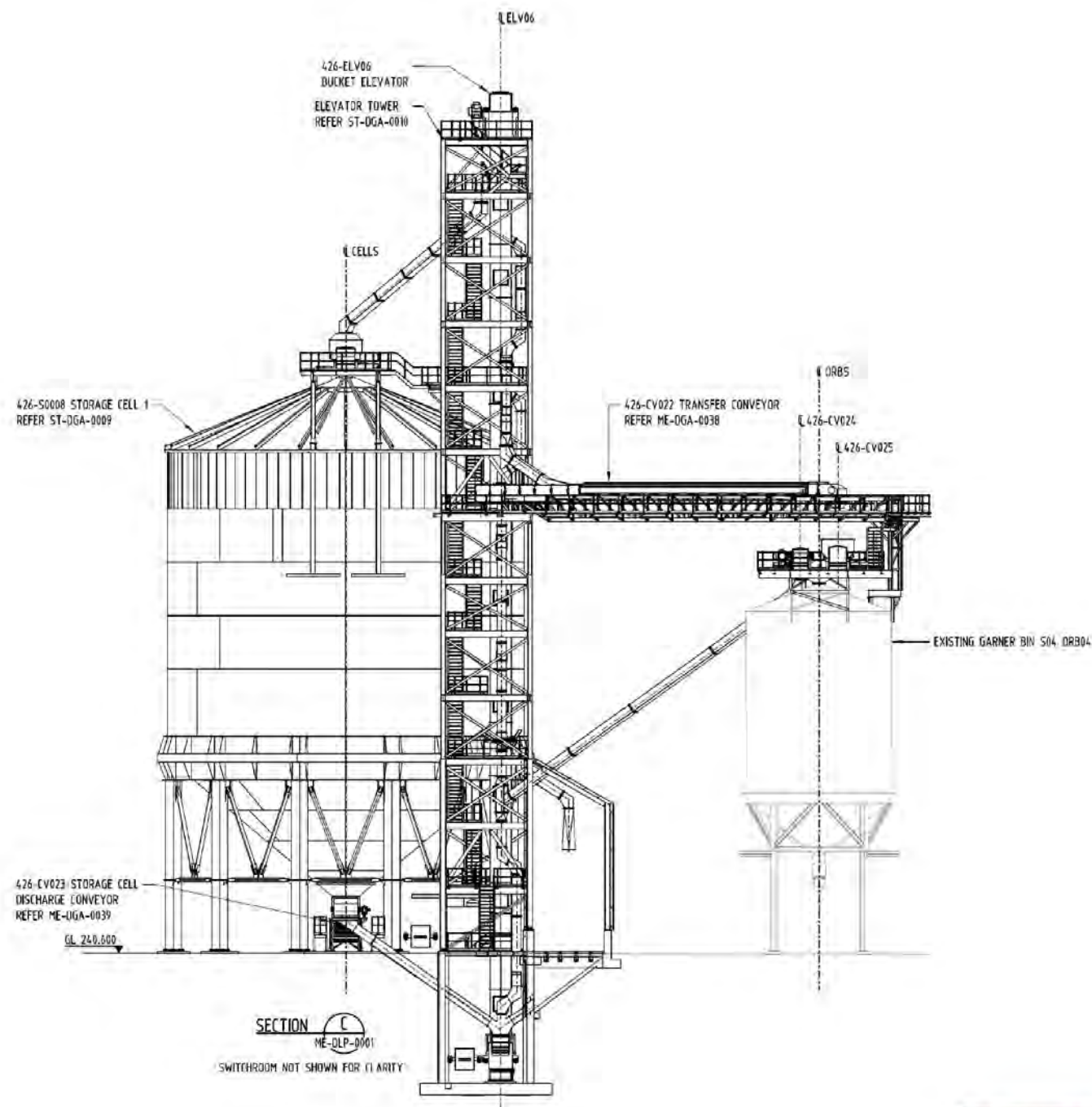
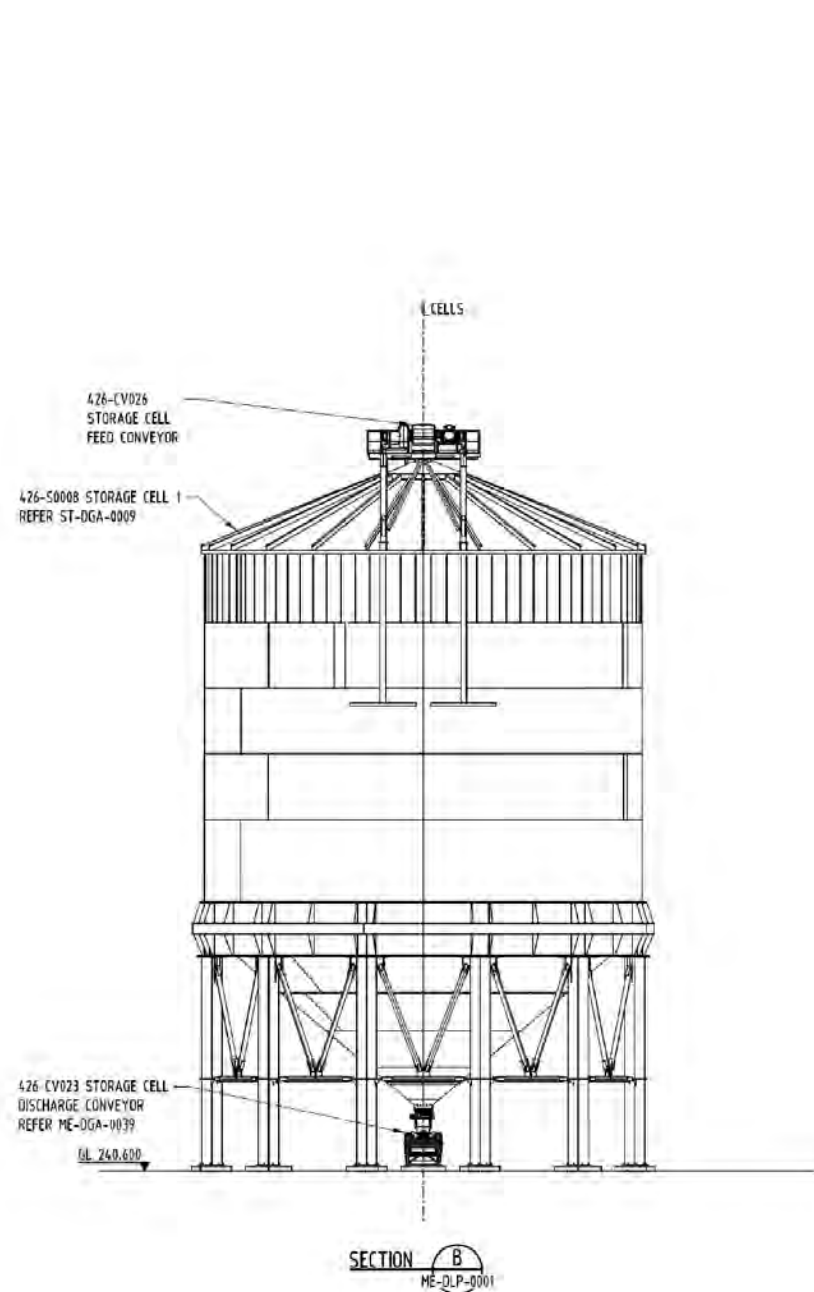
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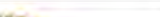

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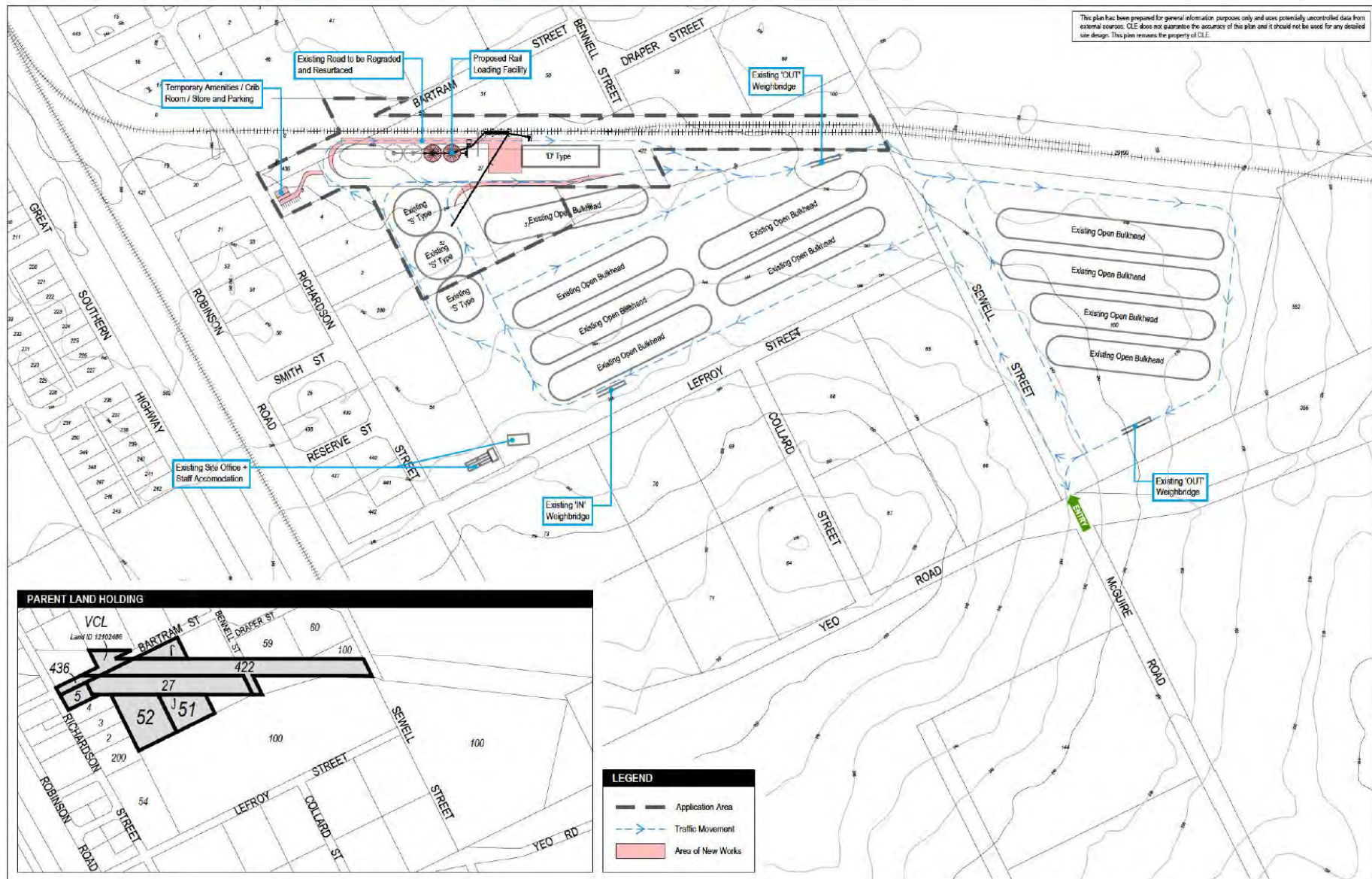
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			ST-00A-0009	426-S0008 & 426-S0009 - PLANS, ELEVATION & SECTION									REVISION	A1	DESIGNED BY	ALCAMPBELL			DATE	06.12.25
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Noise Impact Assessment Report

Rail Loading Facility - Brookton

Co-operative Bulk Handling Limited

Level 7, 240 St Georges Terrace
Perth WA 6000

Prepared by:

SLR Consulting Australia

SLR Project No.: 675.v30030.00104-R01

21 January 2025

Revision: 2

Making Sustainability Happen

Revision Record

Revision	Date	Prepared By	Checked By	Authorised By
0	10 October 2024	Paul Drew	Luke Zoontjens	Draft
1	18 December 2024	Paul Drew	Luke Zoontjens	Draft
2	21 January 2025	Paul Drew	Luke Zoontjens	Paul Drew

Basis of Report

This report has been prepared by SLR Consulting Australia (SLR) with all reasonable skill, care and diligence, and taking account of the timescale and resources allocated to it by agreement with Co-operative Bulk Handling Limited (the Client). Information reported herein is based on the interpretation of data collected, which has been accepted in good faith as being accurate and valid.

This report is for the exclusive use of the Client. No warranties or guarantees are expressed or should be inferred by any third parties. This report may not be relied upon by other parties without written consent from SLR.

SLR disclaims any responsibility to the Client and others in respect of any matters outside the agreed scope of the work.



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Appendices

Appendix A 2021 Background Noise

Appendix B Noise Contour Plots



1.0 Introduction

The CBH Group (CBH) is a grain growers' cooperative that handles, markets and processes grain from the wheatbelt of Western Australia (WA). CBH owns a rail fleet and dedicated infrastructure for the efficient transfer of grain from country receiveal points to its port terminals.

The existing CBH rail loading facility at Brookton provides storage and transport of grain from the local grain agriculture industry in the wheatbelt region.

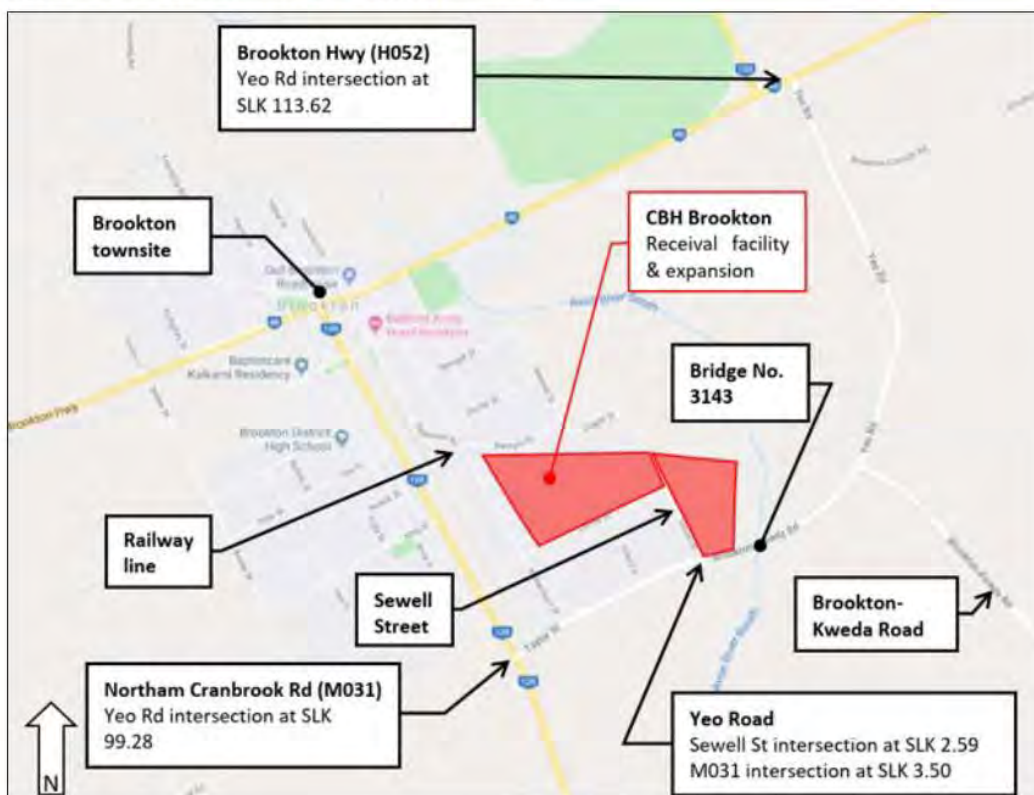
To support the local growers, CBH is proposing to upgrade the rail out loading infrastructure to increase the amount of train transported to port by rail and efficiency of wagon loading.

SLR Consulting Australia Pty Ltd (SLR) has been engaged by CBH to assess the potential airborne noise impacts from loading operations associated with these proposed upgrades.

1.1 Locality

The town of Brookton is located approximately 130 km southeast of Perth. **Figure A** presents an overview of Brookton located approximately 1km to the south of the main township. It is predominately surrounded by scrub bushland and individual residences on larger land holdings.

Figure A: Overview of CBH Brookton facility



1.2 Background to the proposal

Trucks currently deliver grain to the CBH Brookton site where it is transported into silos and onto freight trains using plant that includes conveyors, a grain feeder, grain elevators, front end loaders and stackers. These operations occur all year round, although the peak harvest period only lasts between 4-6 weeks. There is currently a peak of 44 vehicle movements per hour during the peak harvest period and a peak of 4 movements per hour during the out of harvest period.

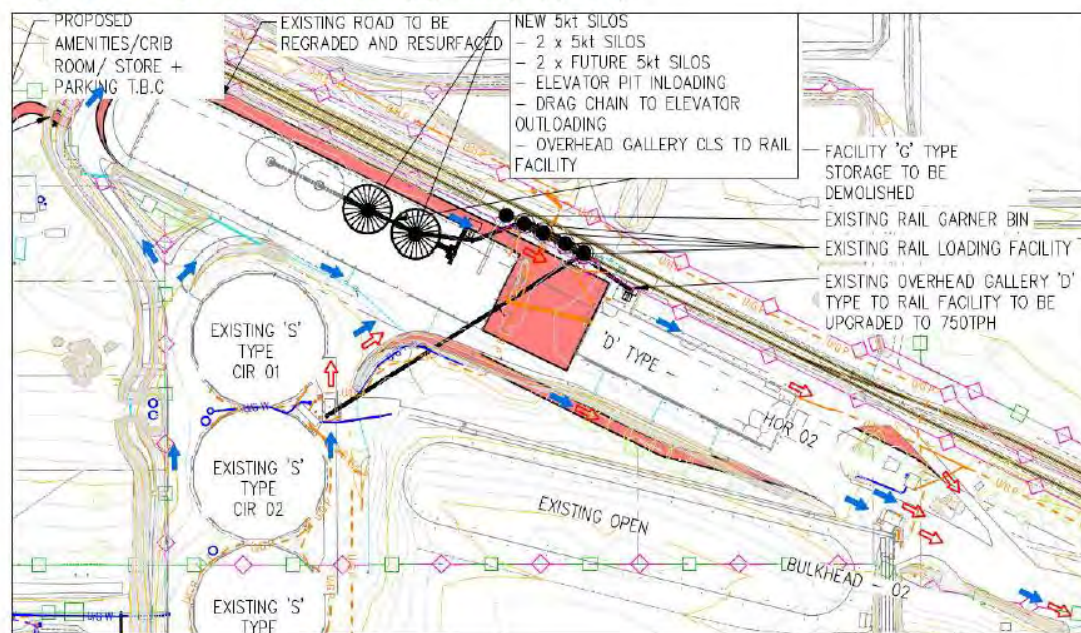
There is a dedicated rail siding which allows for railway out-loading of grain and transport to port. A separate assessment of the rail siding upgrade and its potential for noise impact has previously been undertaken, report "675.30030.00100-R01-v1.2 Noise Assessment Brookton - Rail Ops 20220315".

It is proposed to increase silo storage to improve the efficiency of the railway out-loading of the Brookton site. The proposed upgrade of the facility includes implementation of new loadout infrastructure for train loading including four new 5 kt grain storage silos, conveyor systems, a truck loading grid and associated grain elevator.

Rail outloading is via drag chain to elevator and overhead conveyors to existing overhead rail bins. Two grain storage silos are to be initially constructed, with provision for an additional two in the future. An existing 'G type' shed will be removed to accommodate the new storage.

An overview of the rail loading upgrades for the Brookton facility are illustrated in **Figure B**.

Figure B: Proposed Brookton upgrade (supplied)



1.3 Aim and purpose

The site is located in an area where changes in environmental noise emissions as a result of the proposal may have the potential to impact nearby sensitive areas. There may be additional noise emissions from introduction of the new elevator and conveyance systems, and the removal of the 'G type' shed may reduce the level of screening provided to some residences to the north.



To support the upgrade of the Brookton CBH facility, this report details an assessment of noise for the proposed operation of the site. The report compares potential noise levels from site operations against environmental noise criteria developed from a review of applicable WA state noise regulations and planning policy.

2.0 Criteria

The grain transfer and processing operations of the rail loading facility include potential sources of noise associated with road transport within the site and fixed plant and machinery. The regulatory framework in WA requires the potential noise emissions, and noise related impacts, associated with the site operations to be managed as follows:

- The noise associated with fixed plant and machinery and road vehicle movements within the site is administered under the *Western Australia Environmental Protection (Noise) Regulations 1997* (the Regulations).

State Planning Policy 5.4 (Road and Rail Noise) does not apply in this context of this report as the proposal assessed does not involve new or major upgrades of road or rail assets.

The noise assessment criteria adopted in accordance with this framework are detailed in the following sections.

2.1 Noise from fixed plant and vehicles on site

Generally, to achieve compliance with the Regulations, noise levels at nearby residential areas are not to exceed defined limits i.e. Assigned Noise Levels.

A summary of the applicable noise limits is provided in **Table A**.

Table A: EPNR Table 1 'Assigned Levels'

Type of premises receiving noise	Time of day	Assigned level (dB)		
		L _{A10}	L _{A1}	L _{Amax}
Noise sensitive premises: highly sensitive area	0700 to 1900 hours Monday to Saturday	45 + influencing factor	55 + influencing factor	65 + influencing factor
	0900 to 1900 hours Sunday and public holidays	40 + influencing factor	50 + influencing factor	65 + influencing factor
	1900 to 2200 hours all days	40 + influencing factor	50 + influencing factor	55 + influencing factor
	2200 hours on any day to 0700 hours Monday to Saturday and 0900 hours Sunday and public holidays	35 + influencing factor	45 + influencing factor	55 + influencing factor
Noise sensitive premises: any area other than highly sensitive area	All hours	60	75	80
Commercial premises	All hours	60	75	80
Industrial and utility premises in the Kwinana Industrial Area	All hours	75	85	90

The assigned levels are determined with consideration of prevailing background noise levels and 'influencing factors' (IFs) which take into account land-use zoning and road traffic within 100 m and 450 m of each noise sensitive receiver of interest,. The assigned levels are as



detailed in **Table A**, and are the most stringent noise assessment criteria adopted by the Regulations.

Under the Regulations, if noise emitted from any premises when received at any other premises cannot reasonably be free of intrusive characteristics of tonality, modulation and impulsiveness, a series of adjustments are added to the emitted levels (measured or calculated) and the adjusted level must comply with the Assigned Level. The adjustments are detailed in **Table B** and are further defined in Regulation 9(1) of the Regulations.

Table B summarises applicable adjustments for intrusive or annoying characteristics.

Table B: Adjustment for Intrusive or Dominant Noise Characteristics, dB

Adjustment where noise emission is not music			Adjustment where noise emission is music	
Where tonality is present	Where modulation is present	Where impulsiveness is present	Where impulsiveness is not present	Where impulsiveness is present
+5	+5	+10	+10	+15

These adjustments are cumulative to a maximum of 15 dB.

Table C: Definitions of specific noise characteristics

Noise characteristic	Definition
Tones	Where the difference between the A weighted sound pressure level in any one third octave band and the arithmetic average of the A weighted sound pressure levels in the two adjacent one third octave bands is greater than 3 dB in terms of $L_{Aeq,T}$ where the time period T is greater than 10% of the representative assessment period, or greater than 8 dB at any time when the sound pressure levels are determined as L_{ASlow} levels.
Modulation	A variation in the emission of noise that – Is more than 3 dB L_{AFast} or is more than 3 dB L_{AFast} in any one third octave band; Is present for at least 10% of the representative assessment period; and, Is regular, cyclic and audible.
Impulsiveness	Present where the difference between the L_{APeak} and L_{Amax} is more than 15 dB when determined for single representative event.

Note 1 where noise emission is not music, these adjustments are cumulative to a maximum of 15 dB.

3.0 Methodology

The study applied the following approaches to assess the potential impacts of the proposed rail loading facilities.

3.1 Receptor assigned levels

The assigned noise levels determined for sensitive receivers adjacent to the site are detailed in **Figure C** and **Table D**. Receivers shown as 'red' in **Figure C** are industrial or commercial premises.



Figure C: Aerial image annotated to show existing Brookton sensitive receivers



The relevant parameter for assessment of operational noise is the LA_{10} statistical noise level, the noise level exceeded from greater than 10% of the representative time period. For these receptors, the 'Assigned Levels' are listed in **Table D**.

Table D: Assigned Levels – Key Receptors

ID	Address	Notes	Influencing Factor, dB	Assigned level (dB)		
				Day	Evening	Night
R1	56 Groser St	Residence	3	48	43	38
R2	44 Groser St	Residence	2	47	42	37
R3	26 Groser St	Residence	3	48	43	38
R4	22 Groser St	Residence	3	48	43	38
R5	65 Richardson St	Residence	3	48	43	38
R6	71 Richardson St	Industrial	N/A	65	65	65
R7	91 Richardson St	Industrial	N/A	65	65	65
R8	90 Richardson St	Industrial	N/A	65	65	65
R9	94 Richardson St	Industrial	N/A	65	65	65

The assigned levels include the influencing factor (IF) derived based on the proximity of the receivers to industrial zoned areas. These areas have been identified from Map 3 and 4 within the Shire of Brookton Local Planning Scheme No 4.

The night-time assigned levels has been adopted as the most stringent assessment criteria for night operations. The Evening assigned level are applicable for Day operations, as CBH may operation on Sundays and Public Holidays.



3.2 Assessment scenarios

The primary noise emission sources which formed the basis of the noise assessment for the proposed site operations at the Brookton facility are detailed in **Table E**. With the exception of the proposed 'G type' shed removal and upgrade of rail storage silos, the activities and noise emissions are unchanged between proposed and existing operations.

These operational scenarios consider the noisiest 15-minute period that can be reasonably expected on any day when the seasonal grain industry would be requiring the CBH site to store and transport grain, and night operations when intrasilo grain movement may be undertaken. It is noted that as deliveries to site commence from 6am, the night-time 'Assigned Level' is the most critical criteria in both cases.

Table E: Noise assessment scenarios – Brookton operations

#	Period	Scenarios	Truck movement on site	Fixed plant, front end loaders and stackers
A	Day ***	Existing: Harvest	During harvest, a maximum of eleven truck movements on the internal haul road within a 15 minute period during any time period.	Bulkhead conveyors, stackers and one front end loader in constant operation during any time period. Operation of grids and elevator.
B	Day ***	Proposed Harvest with filling of rail silos using conveyors, G shed removed.	During harvest, a maximum of eleven truck movements on the internal haul road within a 15 minute period during any time period.	Bulkhead conveyors, stackers and one front end loader in constant operation during any time period. Operation of grids and elevator. Operation of five kiloton elevator and conveyors.
C	Night or Day	Proposed filling rail five kiloton silos with conveyor system	No truck movements	Loader, mobile auger, selected bulkhead conveyors, elevators and conveyors to five kiloton silos.
D	Night or Day	Proposed filling rail five kiloton silos by truck (required for eastern bulkheads)	2 truck movements / 15 minute period (8 per hour)	Loader, mobile auger, elevator and conveyors to five kiloton silos.

Note: *** under the Regulations, the night-time period finishes at 7am. However the site accepts trucks during harvest from 6am, therefore the predicted noise emission for the Day scenario also applies for one hour of the night-time period. The Night scenario refers to the majority of the night period, where receivals is not operational, but grain may be filling the rail storage silos through either movement by truck or by use of internal conveyor systems.

3.3 Noise from fixed plant and vehicles on site

- The location of the site was reviewed to identify the nearest noise sensitive receivers from aerial imagery and land-use information. The adopted noise sensitive receivers are detailed in the location map provided in **Figure C**.
- The primary sources of noise were identified from a noise emission survey of current operations at the Brookton facilities.
- A review of the noise measurements at Brookton determined that noise level adjustments for potential tonal, modulation or impulsive noise characteristics at the sensitive receivers were not applicable given the distances and ambient sound levels involved.
- Noise prediction models for the site were developed utilising the SoundPLAN noise prediction software (version 8.2). The noise model applied geospatial datasets for



existing terrain, buildings and structures and design drawings for the existing and proposed infrastructure at the rail loading facilities.

- Meteorological conditions in line with DWER guidelines, were modelled for downwind propagation of noise. CONCAWE methods for calculating other noise attenuation effects were otherwise applied.
- Given the typical terrain covering and to align with local measurements / calibrations, ground was conservatively modelled as 60% hard reflective.
- Environmental noise levels for the existing operations and future operations with the new and upgraded infrastructure were predicted at the identified sensitive receivers.
- A review of statistical noise emissions from truck operations was undertaken by modelling truck routes with discrete point source trucks one second shifted based on site speed limits. The statistical noise emission to key receptors R1 and R15 were used to calibrate the truck noise emission model (these receptors were identified as the most critical receptor for site noise emissions based on a preliminary assessment).
- The predicted noise levels were assessed against the noise assessment criteria detailed in **Section 2.0**.

Equipment sound power used in modelling the site operations have been derived from measurements undertaken at Brookton, and at other sites with similar equipment, including Kellerberrin. A list of the sound power levels used in the modelling is provided in **Table F**.

Table F: Source sound power levels, A-weighted

Source	Noise emission level, LA10 dB								Overall
	63	125	250	500	1k	2k	4k	8k	LA10
Calculated from measurement at Brookton CBH									
Elevator	66	73	79	84	87	87	89	70	93
CS01 overhead conveyor per metre	58	63	67	76	74	72	69	50	80
ORB overhead conveyor per metre	56	59	67	74	77	71	69	51	80
Main conveyor per metre	67	70	72	77	83	82	77	66	87
Main conveyor drive	52	68	75	89	93	90	80	71	96
Bulkhead conveyor per metre	45	64	71	79	80	78	72	58	84
Bulkhead conveyor drive	58	78	83	94	94	95	86	76	100
Calculated from measurement at other CBH sites / file data									
B double truck (20 km/hr)	85	93	96	93	92	95	93	80	102
Grain stacker	63	71	87	88	91	87	78	67	95
Front end loader	84	94	90	98	97	96	95	85	104
Reclaim operation: Loader, mobile elevator	92	95	100	99	97	97	95	90	105



3.4 Uncertainty of prediction

The expected level of system prediction uncertainty as estimated according to the ISO Guide to Measurement Uncertainty is outlined in **Table 7**.

Table 7 Estimated measurement uncertainty by system

Car park	System	U ₉₅ (Note 1)	Student's t-factor
Airborne noise L _{Aeq} , L _{A10} , L _{A1}	CONCAWE	3.0 dB	2.00

Note 1 The U₉₅ is the expanded uncertainty of measurement for a 95% confidence interval. It represents the estimated range in which the true value lies for 95 out of 100 repeated events.

4.0 Background noise environment

Background noise was measured at relevant locations surrounding the Brookton CBH site.

During harvest, the background noise for residences near CBH is affected by the grain truck movements on public (gazetted) roads surrounding the CBH site. Noise from the public roads is not assessed under the Regulations.

A summary of the background noise measured at location M1-M3 is provided for information in **Table H**. Of relevance is the L_{A90} for the Night-time period, which is a median level of 29 dB. This noise level is relatively low compared to the L_{A10} Assigned Level for key receptors surrounding Brookton CBH. It is concluded that CBH operational noise is likely to be audible (external to dwellings) at night for at least part of the time.

Table H: Summary of monitored background noise location M3 - Brookton, dB

Monitor	Daytime		Evening		Night-time	
	L _{A90} Median	L _{A10} Median	L _{A90} Median	L _{A10} Median	L _{A90} Median	L _{A10} Median
M1	42	48	48	51	39	46
M2	39	55	41	47	30	53
M3	41	57	44	56	26	51

5.0 Impact assessment

The predicted noise levels from fixed plant and internal road transport operations at Brookton are detailed in **Table I**. The noise levels are presented for the proposed operations, which are essentially the same as the existing operations but with removal of the 'G type' shed and addition of five kiloton silos and infrastructure.

Appendix B presents colour contour maps of the typical distribution in future noise levels within the study area. Note that as rail operations are exempt under the Regulations and being assessed under State Planning Policy 5.4, noise from the rail loading is addressed separately.

The proposed addition of five kiloton silos and associated elevator at Brookton does not substantially affect the operational noise emissions, which are dominated by pre-existing truck and conveyor noise within the CBH site. However the removal of the 'G type' shed reduces the barrier attenuation provided by the shed to receptors to the north, and the proposed grid for filling of the five kiloton silos by truck (required for the eastern open bulkheads) locates the associated truck route closer to the northern residences.

The Brookton CBH site is within a dedicated industrial area and is an established facility that has been operating for a long period of time. Surrounding residential premises co-exist with the CBH operations, which are seasonal in nature.

Table I: Predicted $L_{A10,T}$ noise levels – fixed plant and on-site trucks at Brookton, dB

ID	A: Existing Harvest delivery (Day) noise level	B: Proposed Harvest delivery (Day) noise level	Change from existing	C : Proposed Intrasilo transfer by conveyor (Night)	D : Proposed Intrasilo transfer by truck (Night)
R1	48	49	1	48	47
R2	45	48	3	47	47
R3	42	49	7	48	48
R4	40	47	7	46	48
R5	42	47	5	47	48
R6	41	48	7	47	49
R7	48	47	-1	46	53
R8	50	49	-1	48	52
R9	52	52	0	51	53

Assessment against the corresponding Assigned Level criteria (L_{A10} basis) for each time period is included in **Table J**.

Table J: Assessment of predicted noise levels, L_{A10} dB

ID	Predicted Noise Level	Assigned Level	Predicted result		
		Day / Evening / Night	Day	Evenings (Note)	Night
Scenario A: Harvest delivery (Day)					
R1	48	48 / 43 / 38	OK	5	10
R2	45	47 / 42 / 37	OK	3	8
R3	42	48 / 43 / 38	OK	OK	4
R4	40	48 / 43 / 38	OK	OK	2
R5	42	48 / 43 / 38	OK	OK	4
R6	41	65	OK	OK	OK
R7	48	65	OK	OK	OK
R8	50	65	OK	OK	OK
R9	52	65	OK	OK	OK
Scenario B: Harvest delivery with five kiloton silo filling (Day)					
R1	49	48 / 43 / 38	1	6	11
R2	48	47 / 42 / 37	1	6	11
R3	49	48 / 43 / 38	1	6	11
R4	47	48 / 43 / 38	OK	4	9



ID	Predicted Noise Level	Assigned Level	Predicted result		
		Day / Evening / Night	Day	Evenings (Note)	Night
R5	47	48 / 43 / 38	OK	4	9
R6	48	65	OK	OK	OK
R7	47	65	OK	OK	OK
R8	49	65	OK	OK	OK
R9	52	65	OK	OK	OK
Scenario C: Filling five kiloton silos by conveyor (Night)					
R1	48	48 / 43 / 38	OK	5	10
R2	47	47 / 42 / 37	OK	5	10
R3	48	48 / 43 / 38	OK	5	10
R4	46	48 / 43 / 38	OK	3	8
R5	47	48 / 43 / 38	OK	4	9
R6	47	65	OK	OK	OK
R7	46	65	OK	OK	OK
R8	48	65	OK	OK	OK
R9	51	65	OK	OK	OK
Scenario D: Filling five kiloton silos by truck (Night)					
R1	47	48 / 43 / 38	OK	4	-
R2	47	47 / 42 / 37	OK	5	10
R3	48	48 / 43 / 38	OK	5	10
R4	48	48 / 43 / 38	OK	5	10
R5	48	48 / 43 / 38	OK	5	10
R6	49	65	OK	OK	OK
R7	53	65	OK	OK	OK
R8	52	65	OK	OK	OK
R9	53	65	OK	OK	OK

Note: The evening criteria is used to represent assess operation on Sundays and Public Holidays, especially during harvest season.

From **Table J** it can be seen that the predicted noise emissions from CBH Brookton are shown to be within 1 dB of regulation 'Assigned Levels' at some nearby residential receptors for peak activity harvest in-loading during light southerly wind conditions, and for night period silo filling. This is less than the prediction uncertainty (U_{95} 3 dB), meaning that under worst case conditions there remains a 34% chance received levels are still compliant. There are practicable options which would reduce noise levels by at least 1 dB if required.

Measured background noise near residences to the north of Brookton CBH during windy conditions (December 2024) were of the order of 52 dB(A), dominated by noise generated by the tree canopy, which includes gum trees. The higher predicted noise emissions during downwind conditions are of a similar or lower level.



Additional notes:

- The most significant exceedances for receptor R1 and other receptors near this location is a combination of conveyor operations and truck movements.
- For the most affected receptor R1, the predicted emissions for the harvest period shows an increase overall noise emissions of between 1 - 7 dB(A), with results being within prediction uncertainty of Assigned Noise levels during light southerly wind conditions.
- The harvest period is during summer months, typically November through to January, the commencement is dependent on seasonal conditions. The bulk of the harvest grain delivery is over a 4 – 6 week period.
- It is understood that filling of the proposed five kiloton silos will normally be undertaken during the day period, and during harvest as grain is received. However there may be occasions where filling is required during the night period to accommodate an elevated number of trainloading events to accommodate grain demand for Fremantle shiploading. The need for night filling of the proposed five kiloton silos will be infrequent.
- Generally the proposed five kiloton silos will facilitate improved efficiency of trainloading, in most cases reducing the duration of grain transfer and train loading events.
- Outside of the harvest period, site activities and noise emissions are significantly reduced.

6.0 Conclusion

It is proposed to add four five kiloton overhead silos to supply the existing overhead rail bins at the CBH Brookton site, which will facilitate more efficient train loading.

The predicted noise emissions from CBH Brookton are shown to be within 1 dB and therefore within prediction uncertainty of regulation 'Assigned Levels' at some nearby residential receptors for peak activity harvest in-loading during light southerly wind conditions, and for night period silo filling. Practicable options are available to ensure compliance if required.

The proposed five kiloton silo infrastructure are shown to generate a small increase in noise emissions to receptors R1 – R5 to the north, with minimal impact to other receptors. The removal of the 'G type' shed reduces screening of noise from existing activities towards these receptors.

7.0 Recommendations

The following measures are recommended to be included as part of the environmental management systems for the Brookton loadout facility:

- Review activities which can be undertaken during daytime hours to avoid, where feasible, noise generating operations during the evening and night-time periods when the noise environment is more sensitive.
- Undertake community consultation to advise local residents of the proposal and the potential noise levels associated with the future operations, particularly during the peak harvest period.
- In the event of an identified unresolved noise issue, conduct a short-term noise monitoring survey at the facility to



- confirm noise emissions from the new infrastructure associated with filling of the five kiloton silos are compliant; and
- identify options for ongoing improvement, particularly in regard to the noise emissions to the northern receptors.





Appendix A 2021 Background Noise

Noise Impact Assessment Report

Rail Loading Facility - Brookton

Co-operative Bulk Handling Limited

SLR Project No.: 675.v30030.00104-R01

21 January 2025



A1 Noise survey at Brookton rail loading facility

A1.1 Overview

In November 2021 a noise monitoring survey was undertaken by SLR at the Brookton rail loading facility. The purpose of the survey was to identify and quantify the primary noise emission sources associated with existing rail loadout activities. Noise measurements from the Moora rail loading facility were also used to determine sound power levels.

The key aspects of the surveys are summarised as follows:

- Measurement of source noise emissions from rail loading grain, stackers and road transport within the Brookton site.
- Continuous monitoring of noise levels at the Brookton site boundary between 24th to 28th November 2021. This included three train loadings over three separate nights.

The monitoring was undertaken in general accordance with guidelines for environmental noise monitoring from

- *AS 1055:2018 Acoustics - Description and measurement of environmental noise* (Standards Australia).
- *State Planning Policy 5.4 Road and Rail Noise* (SPP5.4).

Consistent with the above guidelines, the noise monitoring equipment complied with the following standards:

- *AS/NZS IEC61672.1:2019 electroacoustics - Sound Level Meters - Specifications* (Standards Australia).
- *AS 2659 – Guide to the use of sound measuring equipment* (Standards Australia).

All equipment was calibrated before and after the noise measurements with no significant drift in signal (± 2 dB)

Figure 1 Aerial image annotated to show existing Brookton sensitive receivers



A1.2 Measured Noise Levels

Noise measurements were completed over a period of five days to provide a general overview of the existing environment in Brookton. Average results over the week at M1-M3 are shown below:

Table A1 Measured noise levels

Location	Time of day	Measured Baseline Level L _{Aeq}	Measured Baseline Level L _{A90}	Measured Baseline Level L _{A10}	Measured Baseline Level L _{A1}
M1 as shown in Figure 1 (approximately 5m from Bartram St)	0700 to 1900	51 dB	42 dB	48 dB	53 dB
	1900 to 2200	51 dB	48 dB	51 dB	52 dB
	2200 to 0700	57 dB	39 dB	46 dB	50 dB
M2 as shown in Figure 1 (approximately 10m from Richardson St)	0700 to 1900	53 dB	39 dB	55 dB	65 dB
	1900 to 2200	47 dB	41 dB	47 dB	54 dB
	2200 to 0700	55 dB	30 dB	53 dB	67 dB
M3 as shown in Figure 1 (north side of the CBH Brookton site)	0700 to 1900	58 dB	41 dB	57 dB	70 dB
	1900 to 2200	57 dB	44 dB	56 dB	70 dB
	2200 to 0700	54 dB	26 dB	51 dB	65 dB

To determine the existing background levels, the LA90,15min measurements at M1-M3 for each day are shown in Table A2 and Figure A1-A4.

Table A2 Measured noise levels

Location	Time of day	Median Measured Level LA90 – 25/11/2021	Median Measured Level LA90 – 26/11/2021	Median Measured Level LA90 – 27/11/2021	Median Measured Level LA90 – 28/11/2021	Overall Median
M1 as shown in Figure 1 (approximately 5m from Bartram St)	0700 to 1900	45	40	37	38	39
	1900 to 2200	46	46	40	37	43
	2200 to 0700	33	40	39	29	36
M2 as shown in Figure 1 (approximately 10m from Richardson St)	0700 to 1900	46	39	38	39	39
	1900 to 2200	43	42	41	40	42
	2200 to 0700	33	38	38	34	36
M3 as shown in Figure 1 (north side of the CBH Brookton site)	0700 to 1900	44	43	42	38	43
	1900 to 2200	45	45	44	30	45
	2200 to 0700	29	35	36	26	32

Figure A1 LA90,15min Measured noise levels at M1-M3 – 25/11/21

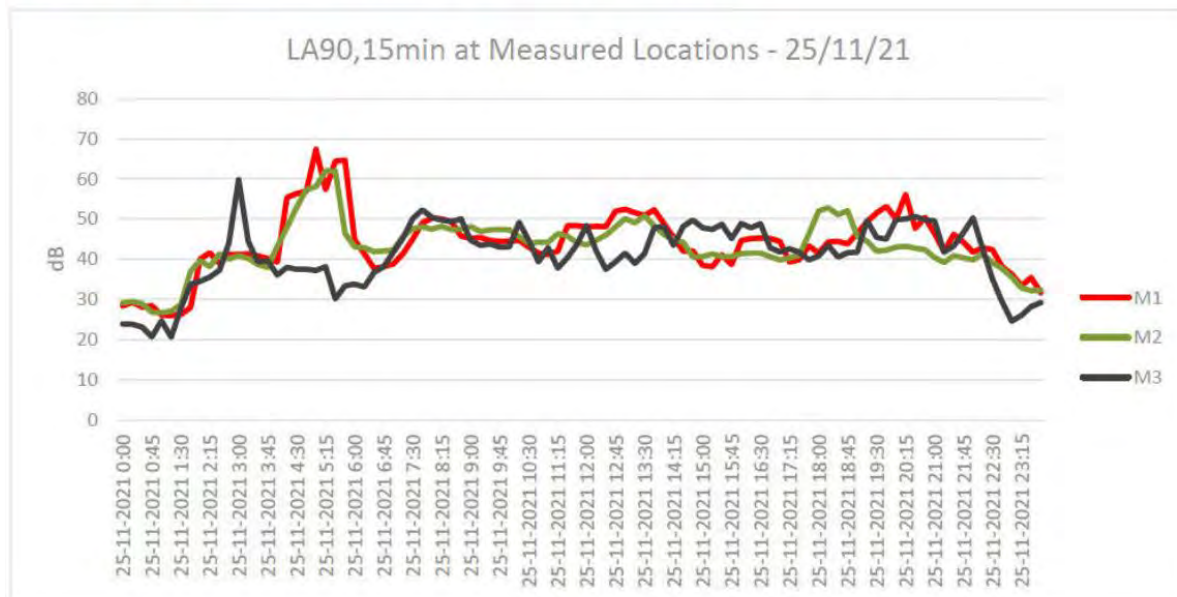


Figure A2 LA90,15min Measured noise levels at M1-M3 – 26/11/21

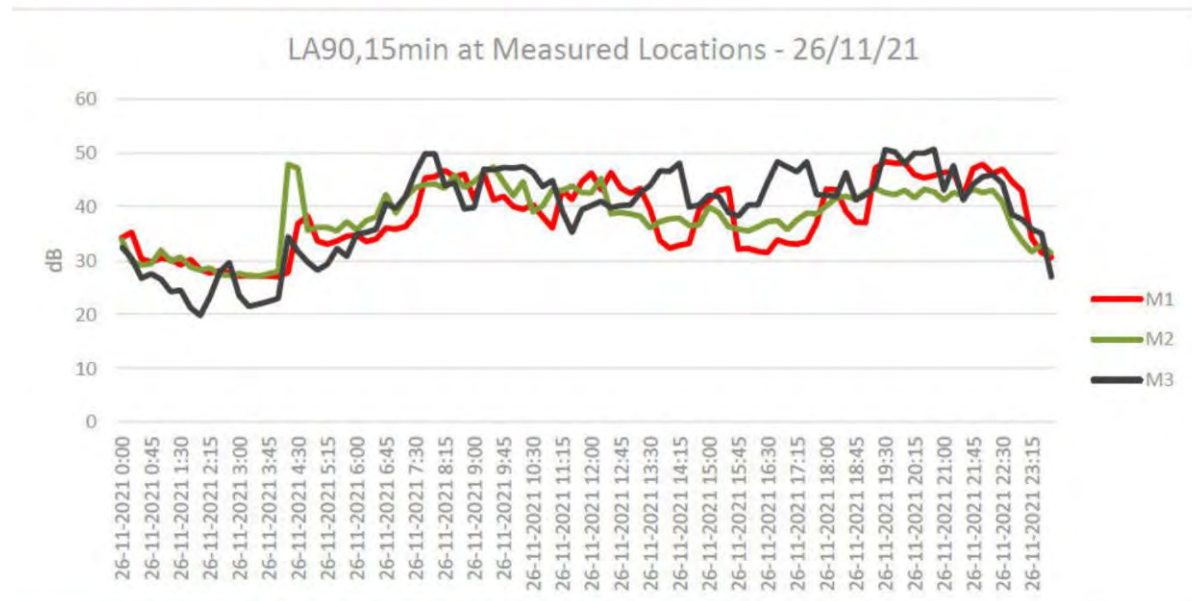


Figure A3 LA90,15min Measured noise levels at M1-M3 – 27/11/21

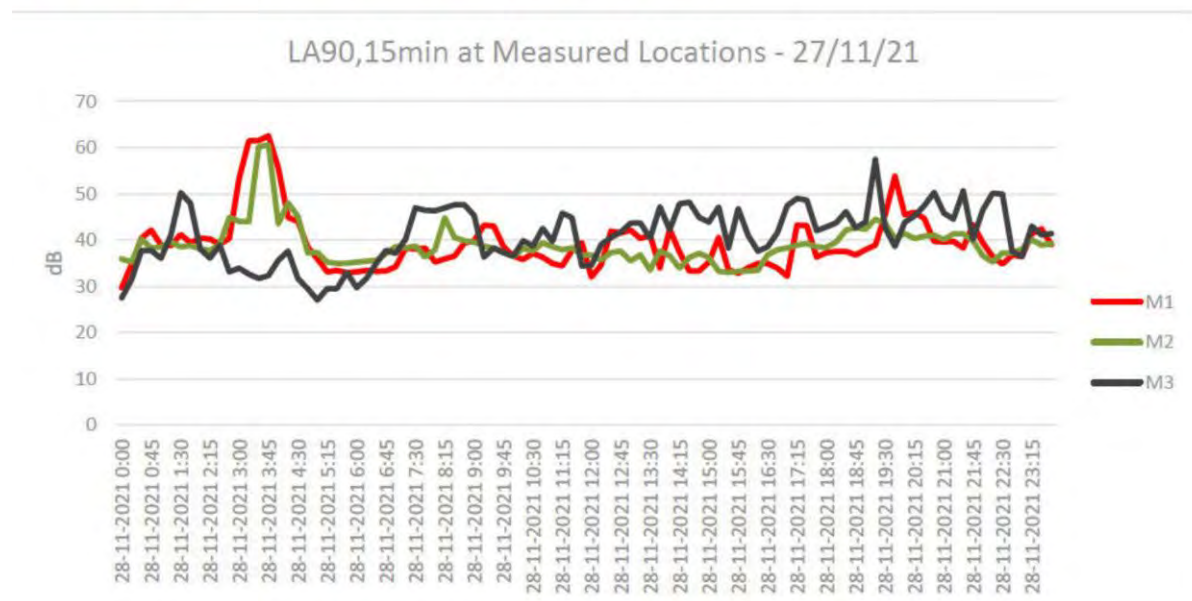
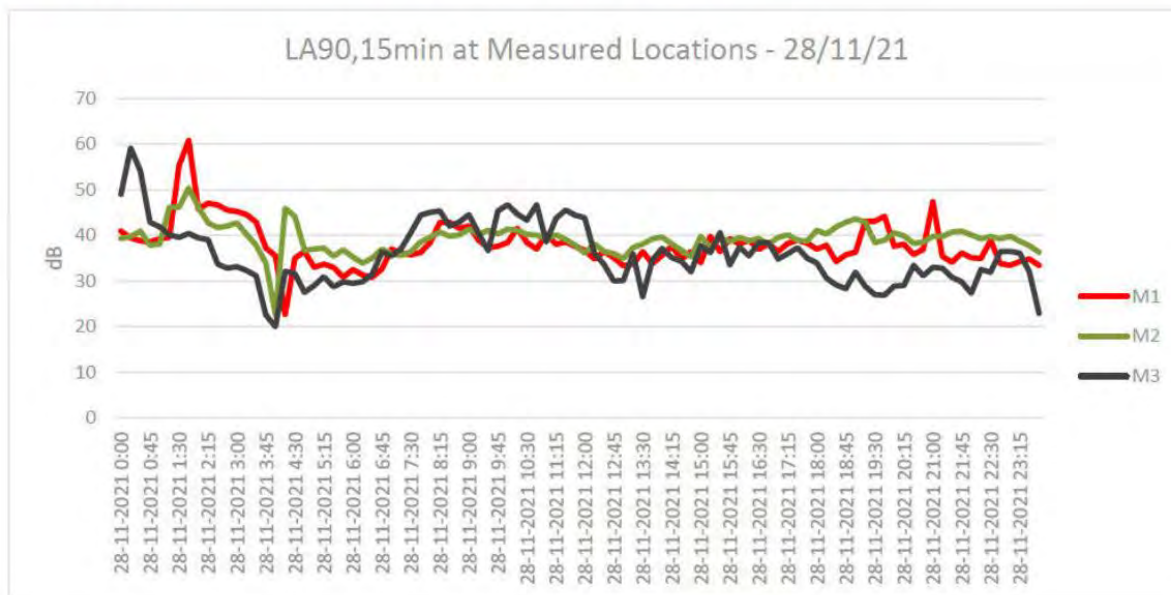


Figure A4 LA90,15min Measured noise levels at M1-M3 – 28/11/21



A1.3 Measured train loading noise

Noise measurements were completed for three train loading events over three separate nights. The measurement results are shown below:

Table A3 Measured train loading noise levels

Train Arrival Date	Train Arrival Time	Train Departure Time	M1 Measured Level L_{Aeq}	M2 Measured Level L_{Aeq}	M3 Measured Level L_{Aeq}
25/11/21	01:50:00	06:56:00	65	59	56
27/11/21	00:05:00	06:00:00	60	56	55
27/11/21	23:01:00	03:52:00	59	58	57



Appendix B Noise Contour Plots

Noise Impact Assessment Report

Rail Loading Facility - Brookton

Co-operative Bulk Handling Limited

SLR Project No.: 675.v30030.00104-R01

21 January 2025



Figure D: Scenario A: Day harvest noise emissions –LA₁₀ dB

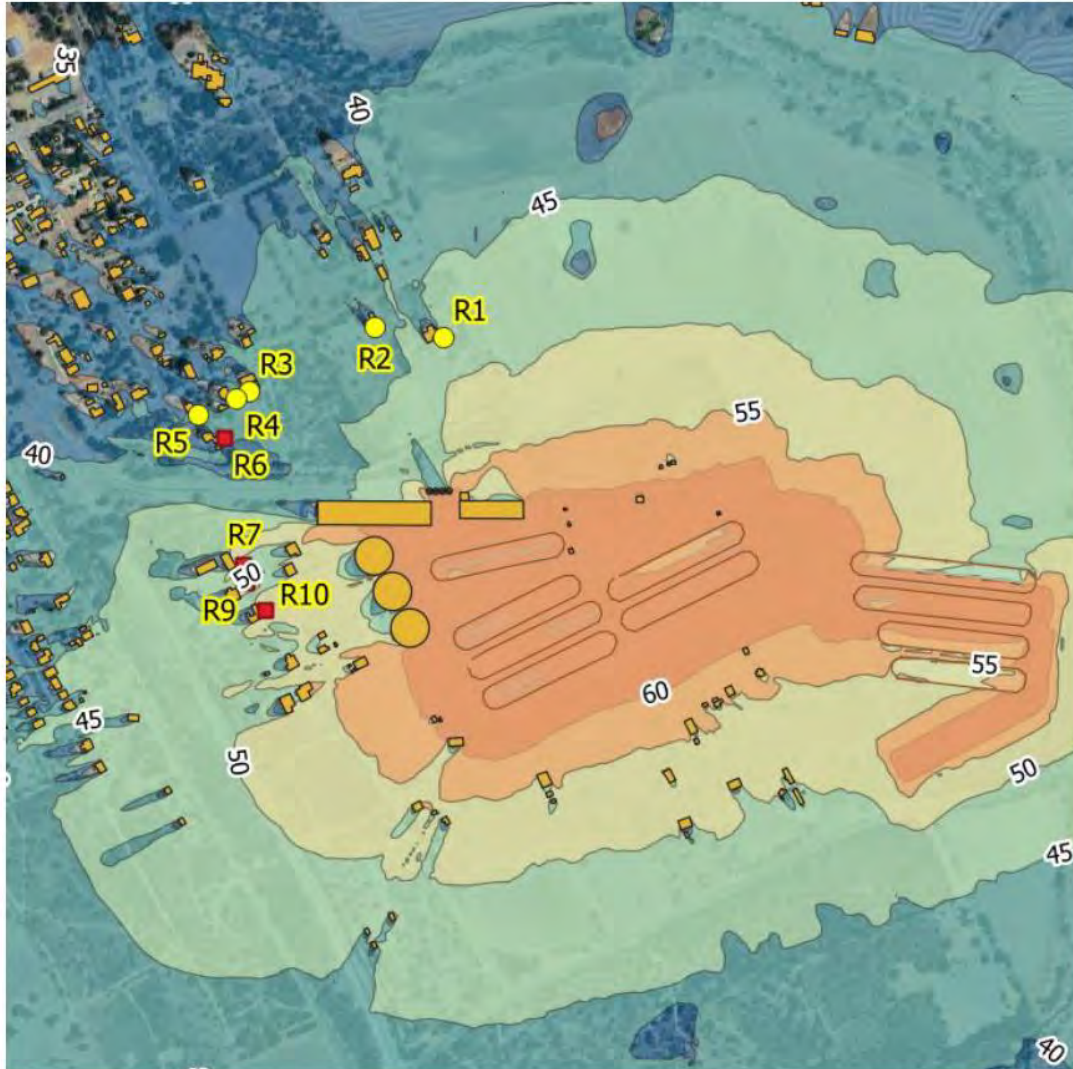


Figure E: Scenario B: Day harvest noise emissions with rail silo loading –LA₁₀ dB

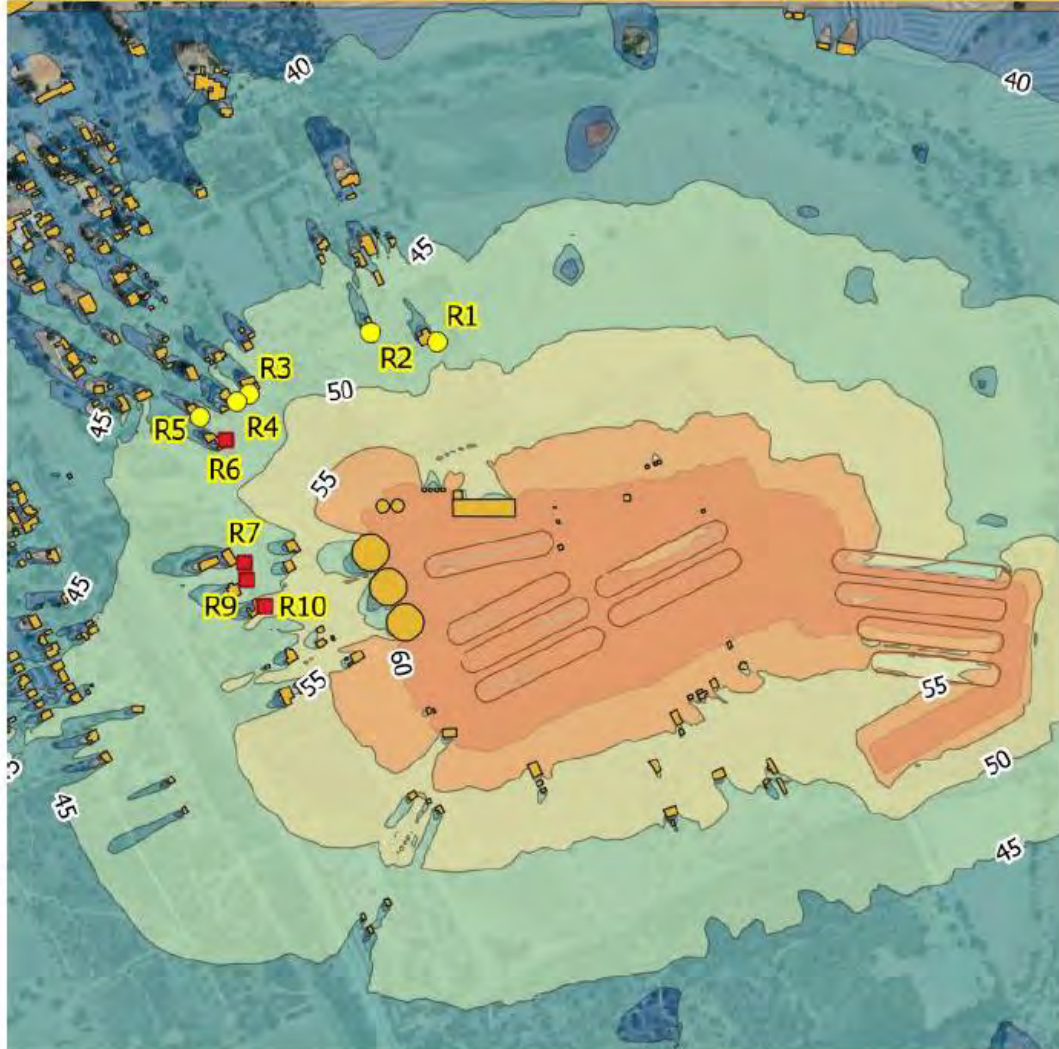
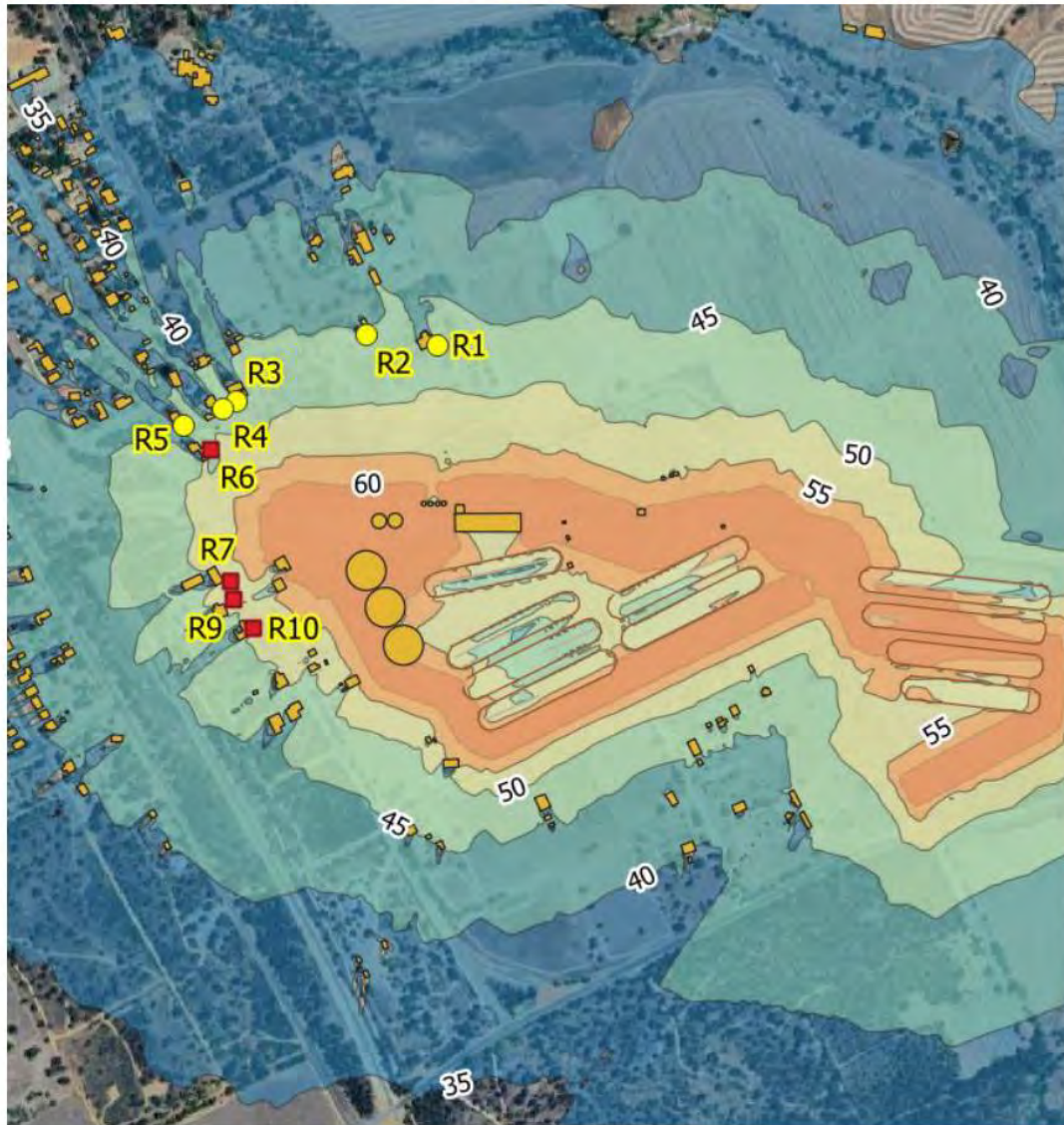


Figure F: Scenario C: Rail silo loading by conveyor –LA₁₀ dB



Figure G: Scenario D: Rail silo loading by truck –LA₁₀ dB



INTRODUCTION

Purpose and Scope

This management plan defines the requirements associated with the process of minimising the impact of dust emissions that could potentially be generated from activities at CBH Brookton Grain Storage facilities. CBH is committed to improving the overall environmental impacts of its business, and in achieving the environmental objectives outlined in the CBH Group Health, Safety and Environmental Policy.

All activities undertaken at Brookton Grain Storage facilities must comply with this Dust Management Plan.

The plan will be subject to ongoing review and therefore will be subject to change to ensure that it remains relevant and effective considering site performance, past results, and technological advances throughout the life of the site.

Definitions

Term	Definition
Dust	Dust is considered to be any particle suspended within the atmosphere. Particles can range in size from as small as a few nanometres to 100 microns (um) and can become airborne through the action of wind turbulence, by mechanic disturbance of fine materials or through the release of particulate rich gaseous emissions. Dust is measured using a variety of methods, the most common being Total Suspended Particulates (TSP), which normally measure up to 50um, and PM ₁₀ or PM _{2.5} (particulate matter less than 10um or 2.5um in size, respectively). Deposited matter measures the mass of any particulate falling out of suspension expressed in mass per area per time and is the least commonly used in determining dust concentrations (Environment Australia, 1998).
Fugitive Dust	Refers to dust derived from a mixture of sources, or a source not easily defined and includes dust generated from vehicular traffic on unpaved roads, materials transport, and handling and unvegetated soils and surfaces.
Nuisance Dust	Describes dust particles ranging in size from 1mm to 50um, which reduce environmental amenity without necessarily resulting in material environmental harm.
PM ₁₀	A criteria air pollutant consisting of small particles with an aerodynamic diameter less than or equal to a nominal 10 microns. Their small size allows them to make their way to the air sacs deep within the lungs where they may be deposited and result in adverse health effects.
TWA	Time Weighted Average
PM _{2.5}	Includes tiny particles with an aerodynamic diameter less than or equal to a nominal 2.5 microns. This fraction of particulate matter penetrates most deeply into the lungs.
NEPM	<i>National Environmental Protection (Ambient Air Quality) Measure</i>
CBH	Co-operative Bulk Handling Limited
BGS	CBH Brookton Grain Storage facilities
SHARE	CBH incident and hazard reporting system

BACKGROUND

Location

The CBH Brookton Grain Storage facilities (BGS) forms part of CBH's grain storage network across the Wheatbelt Region of Western Australia. The BGS is located within the shire of Brookton on the corner of Bartram St and Bennell St.

The BGS was created in 1972 and is one of the largest sites in the Kwinana South Zone. It consists of ten open bulk heads, one horizontal storage, three circular storages and two planned V-bottom silo storages, with a total storage capacity of around 377,350 tonnes. Storage facilities and associated grain receipt, handling and outloading infrastructure are utilised for road and rail transport.

Figure 1: Brookton Grain Storage Location



Extract From MNG

Operations Description

The BGS receives grain from surrounding district via road transport. Received grain is sampled, segregated, and stored on site until it is sent via train to Kwinana Grain Terminal for export.

Other activities conducted at the premises to enable the continued safe and efficient handling of grain include but are not limited to ongoing maintenance on infrastructure, civil and ground improvement works, pavement works, track repair and maintenance and other associated improvement, refurbishment and construction works as required from time to time.

The Area Manager is responsible for dust control on site. Contact details are as follows:

Billy Matthews

Area Manager – Area 12

Billy.matthews@cbh.com.au

M: 0419 690 496

The site layout plan is illustrated in Figure 2.

Sensitive Receptors

The BGS is surrounded by land zoned for rail, industrial, residential and commercial purposes. Sensitive receptors also include environmental conservation reserves, public open space and primary distributor roads. All areas may be impacted by dust emissions from CBH activities.

Locations of sensitive receptors and their proximity to CBH operations are outlined in Figure 3: Sensitive Receptor Locations in Proximity to CBH Brookton Grain Storage.

Figure 2: CBH Brookton Grain Storage Traffic Map

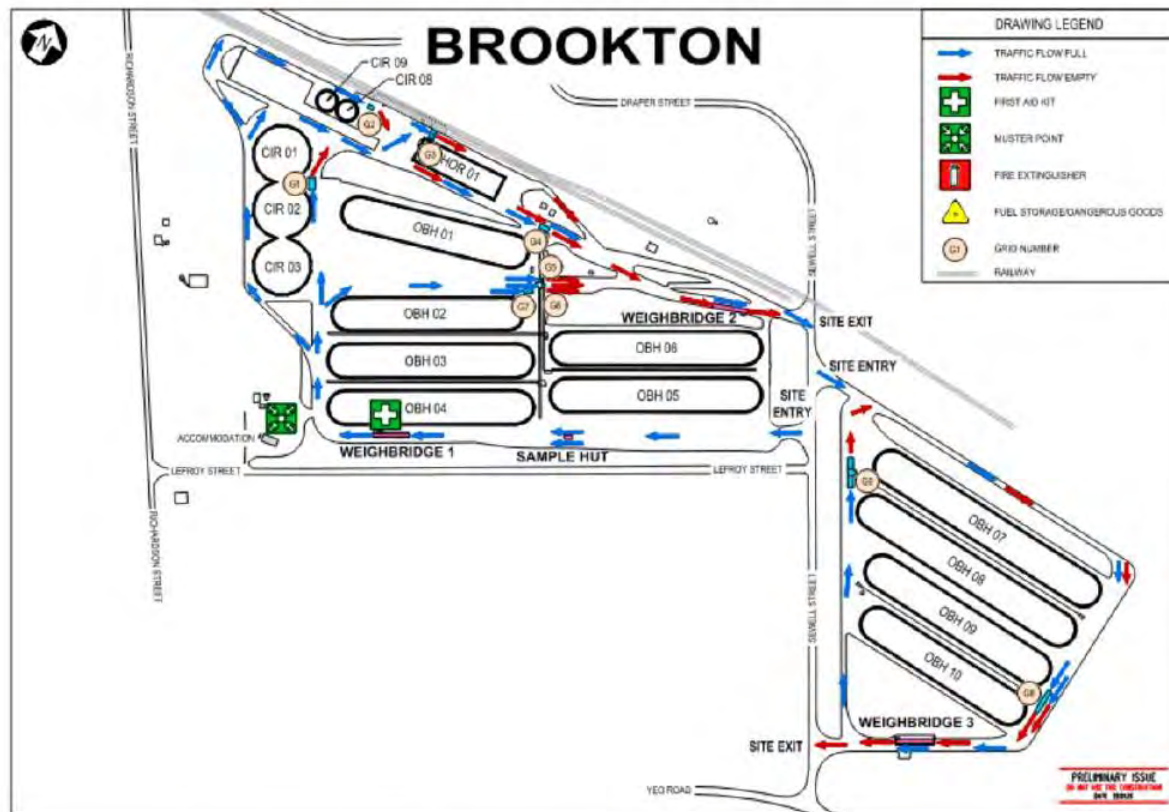
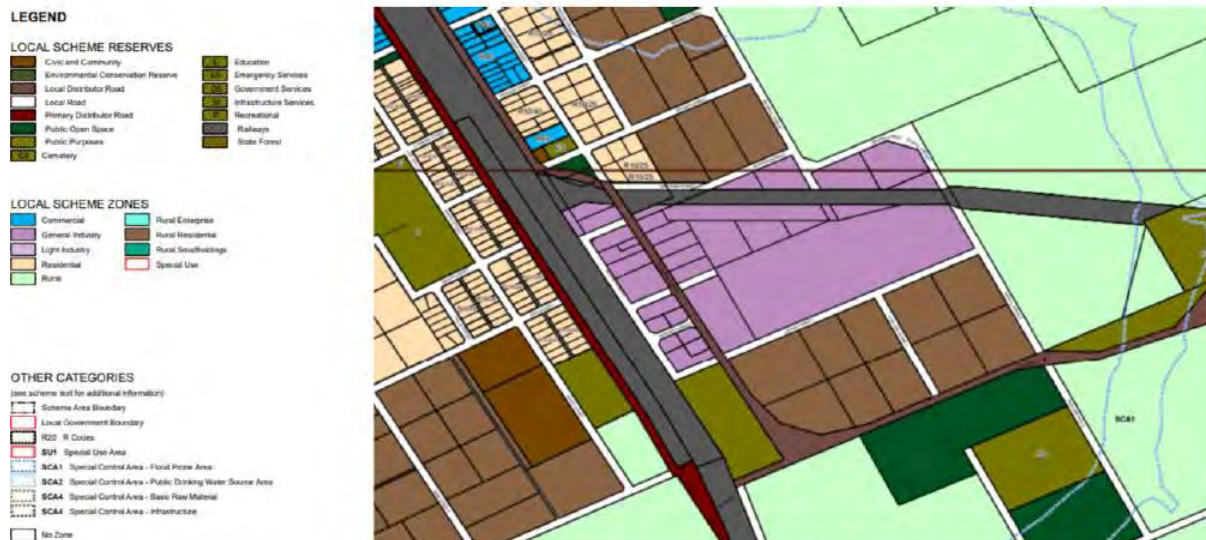


Figure 3: Sensitive Receptor Locations in Proximity to CBH Brookton Grain Storage



Extract From Shire of Brookton displaying the Sensitive Receptors in proximity to CBH Brookton Grain Storage.

COMPLIANCE OBLIGATIONS

Environmental Protection Act 1986

The principal statute relevant to environmental protection in WA. It provides for the establishment of the EPA, preparation, and implementation of EPPs, environmental impact assessment and approvals for new developments, licensing and permitting, and waste management.

Environmental Protection (Unauthorised Discharges) Regulations 2004

Under the Environmental Protection (Unauthorised Discharges) Regulations 2004, it is an offense to cause or allow certain materials to enter the environment in connection with a commercial or business activity.

Under regulation 3(1) a person who, in the course of or in connection with a business or a commercial activity, causes or allows dust (or other schedule 1 material) to be discharged into the environment commits an offence.

Regulatory Criteria for Dust

The National Environmental Protection Council Act 1994 (Cth) has established national objectives in the form of the National Environment Protection Measures (NEPMs) designed to manage ambient air quality concentrations. Fugitive dust emissions as PM₁₀ should not exceed NEPM (Ambient Air Quality) criteria of 50 µg/m³ (24-hour average) beyond the site boundary.

Table 2: Regulatory Criteria for Dust

Parameter	Monitoring Point	Criteria Target	Averaging Period	Source
Particulates as PM ₁₀	Between source and sensitive receptor	50 µg/m ³	24-hour average	NEPC 2016

POTENTIAL IMPACTS

Product Characteristic Summary

Table 3: Product Characteristics

Product Type	Product	Description (particle size – diameter)	Moisture Content	Transport Mode	Storage
Unprocessed Grain	Wheat, Barley, Canola, Lupins	<2.8mm	<13%	Truck and Rail	Enclosed fixed storage and open bulkheads

Sources of Dust

Particulate emissions from a wide range of sources can impact upon air quality in proximity to CBH operations including:

- Unloading of bulk grain products at train and truck unloaders
- Loading of bulk products via conveyors and elevators
- Operation of conveyor and grain storage facilities
- Localised maintenance, construction, and excavation activities
- Heavy vehicle movements
- Offsite agricultural, road maintenance and construction activities
- Dust from unsealed surfaces and disturbed ground.

Elevated ambient background dust levels (regional and local scale) can also contribute to particulate levels in proximity to the site along with offsite sources, such as suspended aerosol components in windblown dust from hot and dry environments.

Characteristics of Grain Dust

Grain dust is a type of inhalable dust with its own designated Time Weighted Average (TWA) exposure standard of 1.5 mg/m³ (Safework Australia). The recommended TWA is for exposure to the total dust produced during harvesting and handling activities of whole grain of oat, wheat and barley prior to the milling operation to minimise the potential for acute irritation of the upper respiratory tract, eyes and skin, bronchitis and decreased pulmonary function (Safework Australia). It is a respiratory sensitiser and can induce allergic reactions in the respiratory system, with symptoms being immediate or delayed and can occur some hours after exposure when symptoms are not often associated with the trigger. Grain dust is not classified as a carcinogen according to the Globally Harmonized System of Classification and Labelling of Chemicals (GHS).

Grain dust consists of 60 to 75 per cent organic material and 25 to 40 per cent inorganic material and can be contaminated by other materials during its growth, transport, and processing. These can include (but are not limited to).

- Bacteria
- Fungal spores
- Insect and insect body parts
- Storage mites and excreta
- Animal hair
- Pollen
- Fungicides, pesticides & fertiliser residues.

Risk Assessment

A risk assessment has been completed to identify potential pathways and receptors that may be impacted from various sources of dust emissions at CGS. Risk ratings have been established based on the CBH Hazard, Risk and Change Management Procedure.

Management actions to mitigate risks identified are outlined in the following sections.

DUST MANAGEMENT PLAN

Brookton Grain Storage

Table 4: Pathways and Receptors Analysis Risk Rating

Potential Emissions	Activity / Sources	Potential Receptors	Potential Pathways	Potential Adverse Impacts	Consequence	Likelihood	Risk Rating
Dust emissions	Truck and rail in-loading or out-loading.	Residential	Air / wind dispersion.	Impacts to human health through inhalation of particulates.	Minor	Unlikely	Low
	Stockpiling of bulk materials (including within storage sheds). Transfer points within the Facility, and other supporting equipment. Exposed areas / unsealed roadways	Public open spaces Commercial premises	Dust settling on infrastructure Resuspension of particulates in high wind conditions and severe weather.	Impacts to amenity at nearby sensitive receptors resulting in nuisance dust (visual dust emissions). Dust deposition on private property. Impacts to public road users. Complaints. Adverse media attention.	Minor	Possible	Moderate

OBJECTIVES AND TARGETS

As outlined in CBH's Environmental Management Standard the key objective for protection of air quality is to ensure "adverse impacts on local or regional air quality from CBH generated air emissions (such as dust, odour, or combustion emissions) are minimised". The following objectives, targets and performance indicators have been established to enable the protection of air quality to be achieved.

Table 5: Objectives, Targets and Performance Indicators

Objective	Target	Performance Indicator
Dust emissions do not adversely impact public health beyond the CBH operational boundary.	Dust emissions related to CBH operations remain below target levels for PM ₁₀ as defined in NEPM.	Visual monitoring or Continuous PM ₁₀ monitoring (where deemed necessary).
Dust emissions do not adversely impact public amenity beyond the CBH operational boundary.	No public complaints attributed to dust emissions from CBH operations.	Public Complaints.
Dust emissions do not adversely impact environmental values beyond the CBH operational boundary.	No reportable incidents relating to dust emissions which cause pollution to natural or built environment.	Reportable Incidents in SHARE.

IMPLEMENTATION STRATEGY

A range of management actions are implemented at CBH to ensure that objectives and targets for protecting air quality can be met. The management actions in the table below shall be implemented by CBH, Contractors, and customers to enable dust management objectives to be achieved.



DUST MANAGEMENT PLAN

Brookton Grain Storage

Aspect	Dust Management Action	Frequency/Timing	Responsibility
Training	Environmental issues including dust management are and will continue to be included as part of CBH induction programs for all CBH employees and contractors	Prior to new employees starting	Area / Project Manager
Grain dust suppression systems	Product moisture management is not currently in place or possible at grain handling facilities due to quality impacts to the grain. Investigations are ongoing as to where misting may be beneficial but not pose any product quality risk.	n/a	n/a
Conveyors	Wherever practicable dust covers and wind shields shall be maintained on all conveyors to contain dust and spillage. Measures shall be in place to prevent overloading of conveyors and prevent spillages.	Whenever product movement is occurring.	Maintenance Superintendent / Area Manager
Roadways and open areas	Sweeping and housekeeping duties will be completed as required on sealed roadways, and around infrastructure to remove product spillage that has the potential to generate dust. Unsealed open areas and roadways are either sheeted with gravel or appropriate dust suppression or chemical soil stabilisers are applied.	Frequency of sweeping commensurate with build-up. Frequency of dust suppression in line with situational requirements.	Operations Supervisor
Truck Discharge Grids	Regular hygiene activities shall be conducted around truck discharge grids to remove residual product spillage and prevent it becoming windblown. Where product is migrating due to vehicle movement hygiene activities are to be employed. Hygiene of truck wheels and wheel guards shall be undertaken where required to prevent tracking of product outside of discharge grids or storage sheds.	At all times during truck loading and unloading activities.	Area Manager / Maintenance Superintendent

DUST MANAGEMENT PLAN

Brookton Grain Storage

Aspect	Dust Management Action	Frequency/Timing	Responsibility
Truck Movement	All grain haulage trucks shall be tarped when transporting product within the facility to ensure dust generation is minimised. All site traffic is required to adhere to the site speed limit to minimise dust lift generated by vehicle movement, and this will be communicated at any Growers and Contractor Meetings.	All grain haulage trucks shall be tarped when transporting product within the facility to ensure dust generation is minimised.	Operations Supervisors/ Transporters /Project Manager
Hygiene Program	Hygiene activities will occur daily to maintain a high standard of housekeeping. This reduces the amount of grain and dust build up when more thorough cleaning is required or when maintenance is undertaken. During harvest receivals, efforts are made to sweep dust from the floors of storages on in loading to reduce the amount of dust on outturn. Safety critical grain spills are cleaned up immediately.	At all times during operations.	Operations Supervisor
Inspections	Inspections of facilities shall be undertaken at regular intervals to ensure dust control measures are in place and effective. These include: Environmental Critical Control Verification Inspections Hygiene Inspections Workplace Inspections	As required.	Quality Coordinator / Area Manager / Operations Supervisor
Changes to Operations	Changes to infrastructure, handling methods and throughput volumes shall be thoroughly assessed to ensure environmental, human health and amenity impacts are managed. Project activities outside of operations to have Construction Risk Assessment Workshop (CRAW),	Prior to change in throughput volume, infrastructure or handling method, or site activities.	Area Manager / Maintenance Superintendent / Project Manager



DUST MANAGEMENT PLAN Brookton Grain Storage

Aspect	Dust Management Action	Frequency/Timing	Responsibility
	and environmental management to be reviewed to include additional controls and monitoring if required.		
Boundary dust control	Where deemed necessary shade cloth is to be installed along boundary fence lines at key locations to reduce emissions of fugitive dust from facilities. Preference for screening trees to be retained and/or planted where landscaping design, Local Government Authority and road safety requirements permit to assist in mitigating nuisance dust.	As required.	Area Manager/ Maintenance Superintendent / Project Manager
Monitoring	Continuous dust monitoring equipment to assess dust concentrations at CBH boundaries through the retention of DT1-SPEC 25 on site. Regular visual monitoring of site activities for the generation of excessive dust emissions in order to implement early intervention measures. Daily assessment of weather conditions and potential effect on dust generation from CBH activities. Continuous dust monitoring equipment to assess dust concentrations at CBH boundaries.	Monitoring with results reported on an annual basis to the local government.	Area Manager / Project Manager / Local Government Authority
Product handling procedures in place to mitigate dust emissions during bulk material handling	Receive Grain SOP Store Grain SOP Outload Grain SOP Outturn Grain SOP Hygiene SOP	At all times during operations.	Area Manager

MONITORING

Dust monitoring data is obtained by from CBH site specific monitoring equipment that is installed where CBH risk assessments identify the measure is necessary or an incident or complaint response requires this as an action.

Monitoring, measurements, equipment siting and reporting will be conducted in accordance with:

- Section 4 of AS 2436-2010 Guide to Noise and Vibration Control on Construction, Demolition and Maintenance Sites
- AS 3580.1.1-2007 - Methods for sampling and analysis of ambient air Part 1.1;
- National Environmental Protection Council (1998) National Environmental Protection Measure for Ambient Air Quality, June 1998 and variation dated 2015; and
- A guideline for managing the impacts of dust and associated contaminants from land development sites, contaminated sites remediation and other related activities, Department of Environment and Conservation March 2011.

Real time dust monitoring data, including wind direction information can be collected and access provided to key CBH personnel following approval by the CBH Environmental and Sustainability Manager.

Where real time dust monitoring equipment is deemed necessary, early warning levels and alerts shall be established with the aim to provide early notification to CBH in order to implement effective preventative measures.

TRIGGERS AND CORRECTIVE ACTIONS

In the event of excessive dust emissions being generated from CGS, activities will be reviewed and adjusted until emissions are reduced or controlled.

For trigger events, the process in Figure 4: CBH Guideline for Dust Management shall be followed.

Table 6: Triggers and Corrective Actions

Trigger	Corrective Action	Responsibility
Visual monitoring by CBH staff identifies excessive dust emissions at site boundary.	<ol style="list-style-type: none"> 1. Assess source of dust, wind, weather conditions. 2. Cease dust generating activity until weather conditions change or additional dust control measures are in place. 	CBH Operations Supervisors CBH Area Manager CBH Project Manager
Monitoring equipment advise of PM ₁₀ exceedance of early warning levels.	<ol style="list-style-type: none"> 1. Assess source of dust, wind, weather conditions. 2. Cease dust generating activity until weather conditions change or additional dust control measures are in place. 	CBH Operations Supervisors CBH Area Manager
Public complaint received relating to excessive dust emissions.	<ol style="list-style-type: none"> 1. Assess source of dust, wind, weather conditions. 2. Cease dust generating activity until weather conditions change or additional dust control measures are in place. 	CBH Operations Supervisors CBH Area Manager
Repeat complaints indicate excessive dust emissions are impacting neighbouring businesses or public.	<ol style="list-style-type: none"> 1. Assess source of dust. 2. Investigate adequacy of control measures. 3. Implement interim dust control measures as necessary until further controls can be put in place. 	CBH Operations Supervisors CBH Area Manager CBH General Manager

Figure 4: CBH Guideline for Dust Management

Assess activities and identify source of dust generation	<ul style="list-style-type: none"> • Confirm dust is from CBH activities and not from external sources. • Identify the specific activities generating the dust.
Are dust control measures in place and working correctly	<ul style="list-style-type: none"> • Ensure all required dust covers, wind shields, shade cloth and tarps are in place. • Check unsealed areas and earthworks have dust suppression measures as required.
Are hygiene works required to remove excess spilled grain/grain dust.	<ul style="list-style-type: none"> • Confirm hygiene works being completed frequent enough. • Check if there is an equipment issue resulting in hygiene issues.
Can additional dust control methods be implemented.	<ul style="list-style-type: none"> • Implement additional dust control measures (additional dust suppression on unsealed areas etc.). • Install additional equipment (shade cloth or covers to create wind breaks etc.).
Do the weather conditions require works to be modified.	<ul style="list-style-type: none"> • Reschedule activities with high dust generation potential. • Change the location of specific works so dust can be contained to site.
Do activities need to cease until further controls can be implemented or weather conditions become more favourable.	<ul style="list-style-type: none"> • Cease works generating excessive dust. • Contain any material that is generating excessive dust.

STAKEHOLDER CONSULTATION

CBH stakeholder consultation and liaison in relation to dust includes the following:

- Regular consultation with growers, local government authority and other stakeholders.

CBH will work closely with all relevant stakeholders in relation to dust generation concerns associated with CBH activities.

REPORTING

This section outlines the reporting responsibilities for all concerned, not only the individual with specified tasks but all employees, contractors, and visitors to CBH sites and receival points.

All CBH employees and contractors will be required to report generation of significant dust plumes, and /or any increase in dust levels to their Supervisor or Area/Project Manager as per the Incident Management Group Procedure. All incidents relating to excessive dust emissions or complaints shall be recorded in SHARE.

In addition, **any complaints received** regarding dust is immediately referred to the Area/Project Manager, who would then notify the General Manager of the following information.

- Date of complaint
- Time of Complaint
- Location of Complaint
- Nature of Complaint
- Name of Complainant (if given)
- A summary of any action taken.

All feedback and complaints shall be investigated thoroughly, and an assessment completed to determine appropriate course of action. A response is to be provided to the complainant within three (3) business days, or as otherwise agreed between CBH and the complainant. This response may include investigation findings and remedial action taken.

MONITORING, EVALUATION AND REVIEW

This Dust Management Plan will be reviewed regularly in response to the following:

- Significant changes to infrastructure, operations and/or dust control equipment
- In response to issues raised by regulatory agencies or the community or relevant stakeholders
- In response to additional studies, significant incidents, or monitoring information (such as dust/wind modelling).

The Document Custodian is responsible for conducting the review in accordance with the Document Control and Records Management Group Procedure (STORE-1473931053-253).

ASSOCIATED DOCUMENTS

Reference	STORE ID
Health, Safety and Environment Policy	STORE-1473931053-383
Environmental Management Standard	STORE-1473931053-261
Hazard, Risk and Change Management Procedure	STORE-1473931053-382
Incident Management Group Procedure	STORE-1473931053-24370

REFERENCES

Document	Title
Act or Regulation	Environmental Protection Act 1986 Environmental Protection (Unauthorised Discharges) Regulations 2004 The National Environmental Protection Council Act 1994 (Cth)
Report	Safe Work Australia Evaluation Report - Grain Dust (Oats, Wheat, Barley)

DOCUMENT CONTROL

Authorities

Approved By	Billy Matthews	Approval Date	
Review Frequency	Annual	Next Review Date	
Owner	Principal – Environment & Sustainability	Custodian	Specialist – Environment & Sustainability
Division	Operations	Department	Health, Safety and Environment

Review History

Version	Date	Author	Description of Revision
1	01/02/2024	Specialist – Environment & Sustainability	Document created in new template
2	28/01/2025	Lead- Project Delivery	Facility description/ traffic flow map adjusted for new V-bottom silos

CBH RISK CRITERIA AND RISK RATING MATRIX

Table 7: Risk Impact / Consequence Rating

Impact Area	1- Insignificant	2 - Minor	3 – Moderate	4 – Major	5- Catastrophic
Health and Safety – Injury or Illness	No medical treatment required. Negligible or no injury	Minor injuries / occupational illness / psychological injury requiring First Aid or Medical treatment	Serious injury / occupational illness / psychological injury requiring possible hospitalisation or permanent loss / significant effects	Life-threatening or multiple serious injuries or illnesses requiring hospitalisation and permanent effects	Death or multiple life-threatening injuries or illnesses
Environment	No effect on local environment No impact outside of site boundary No environmental breach	Minor environmental effect Minor release contained on site No environmental breach	Moderate environmental effects to localised area Moderate release contained within site boundary Environmental breach that would require reporting to an external body	Major environmental effects to localised area with offsite impacts Major release contained within site boundary Environmental breach that would require reporting to environmental or external body with likely investigation	Serious long-term effects to wide area and/or irreversible damage to environment Major release not contained within site boundary Breach likely to result in loss or impact on site operations and activities
Reputation	Minor local community / shire attention	Adverse attention from local media	Significant adverse local public or media attention	Significant adverse national public or media attention	Significant loss of international public or media attention or loss of grower/customer support.
Legal	Minor internal non-compliance	Minor legal issues and non-compliances	Internally detected breaches, reported to regulators	Serious breach of legislation with remediation notice	Suspension of licenses, prosecution and litigation
Financial	Under \$1m	\$1m - \$10m	\$10m-\$50m	\$50m-\$150m	Over \$150m
Continuity	1 hour	1 day	2-5 days	1-4 weeks	>4 weeks

Table 8: Likelihood Rating

Rating	Frequency	Description	Frequency example
1	Rare	The event may occur in exceptional circumstances	Occur in more than 100 years
2	Unlikely	The event could occur sometimes	Occur between 10 and 100 years
3	Possible	The event should occur sometimes	Occur between 1 and 10 years
4	Likely	The event will probably occur in most circumstances	Occur once or twice per year
5	Almost certain	The event is expected to occur in most circumstances	Occur more than twice per year

Table 9: CBH Risk Rating Matrix

		Consequence									
		1- Insignificant (No injuries or health issues)		2 – Minor (First Aid treatment)		3 – Moderate (Medical treatment, potential LT)		4 – Major (Permanent injury or illness)		5- Catastrophic (Fatality)	
Likelihood	1 – Rare (Occur in more than 100 years)	Low	1	Low	2	Low	3	Low	4	Moderate	5
	2 – Unlikely (Occur between 10 and 100 years)	Low	2	Low	4	Moderate	6	Moderate	8	High	10
	3 – Possible (Occur between 1 and 10 years)	Low	3	Moderate	6	High	9	High	12	Critical	15
	4 – Likely (Occur 1 or 2 times per year)	Low	4	Moderate	8	High	12	Critical	16	Catastrophic	20
	5 – Almost Certain (Occur more than 2 times per year)	Moderate	5	High	10	Critical	15	Catastrophic	20	Catastrophic	25



5 February 2025

Shire of Brookton
14 White Street, Brookton
PO Box 42,
Brookton WA 6306

To Whom It May Concern,

Landowner Consent for CBH Development Application for Upgrades the Existing Rail Loading Facility in Brookton.

The Public Transport Authority of WA (PTA) acknowledges receipt of Co-operative Bulk Handling Limited's ("CBH") application for development approval to the Shire of Brookton, to conduct works to upgrade the existing rail loading facility on land managed by PTA in Brookton.

The proposed development works, the subject of this development application, fall within PTA reserve which is leased to CBH from the PTA under a 99-year lease known as L6646 on several parcels of lands outlined below:

1. Lot 1 on D044738 with Certificate of Title LR2946/711.
2. Lot 27 on D063222 with Certificate of Title LR2187/503.
3. Lot 422 on DP213828 with Certificate of Title LR3120/240.
4. Lot 436 on DP184673 with Certificate of Title LR3120/241.
5. Lot 50 on P222180 with Certificate of Title LR555/189A.
6. Lot 51 on P222180 with Certificate of Title LR555/189A
7. Lot 52 on P222180 with Certificate of Title LR1136/350.

The PTA manages, maintains, and controls all government railway land (Government Railway's Act 1904 s.13) and, as the management body for the parcel of land, consents to CBH's lodgement of this development application over the rail reserve and. PTA's consent is conditional that all costs incurred are borne by CBH Group.

Yours sincerely

Michael Parker
EXECUTIVE DIRECTOR
INFRASTRUCTURE PLANNING AND LAND SERVICES
Tel: (08) 9326 2603
Email: Michael.Parker@pta.wa.gov.au

Public Transport Centre, West Parade, Perth, Western Australia 6000
PO Box 8125, Perth Business Centre, Western Australia 6849
Telephone (08) 9326 2000 email enquiries@pta.wa.gov.au
www.pta.wa.gov.au
ABN - 61 850 109 576



Government of **Western Australia**
Department of **Health**

Your Ref: A910, A2734, A571, A707, A256
Our Ref: F-AA-90414-2
Contact: Bethany Angus, Scientific Officer, 9222 2000

Mr Gary Sherry
Chief Executive Officer
Shire of Brookton
PO Box 42
BROOKTON WA 6306

Attention: Ms Jennie Mason

Via email: mail@brookton.wa.gov.au

Dear Mr Sherry,

**RE: DEVELOPMENT APPLICATION FOR PROPOSED RAIL LOADING FACILITY
– UPGRADES – LANDGATE ID NUMBER 12102486, LOT 422 (20) SEWELL
STREET, LOT 51 (46) BARTRAM STREET, LOT 5 (87) AND LOT 436 (83)
RICHARDSON STREET, LOT 27 (49) AND LOT 52 (29) SMITH STREET,
BROOKTON**

Thank you for your letter dated 30 April 2025, requesting comment from the Department of Health (DoH) on the above proposal.

The submission relates to a new bulk grain storage and rail loading facility located with an existing CBH grain storage and loading facility to the southeast of the township of Brookton. The site is part of a large existing works area and surrounded by farmhouses/small holdings 150m to the north and south and rural commercial units to the west.

DoH position

- ☐ No objection – no comments or advice to provide.
- ☒ No objection – with comments and/or recommended conditions and advice notes provided below.
- ☐ Do not support – reasons provided below, i.e. additional reports, studies, plans or other information that should be provided to determine public health risks / legislative compliance.

189 Royal Street East Perth Western Australia 6004
Telephone (08) 9222 4222 TTY 133 677
PO Box 8172 Perth Business Centre Western Australia 6849
ABN 28 684 750 332
www.health.wa.gov.au

DoH advice

Industrial interface

The EPA (2005) guideline 'Separation Distances between Industrial and Sensitive Land Uses' recommends that default separation / buffer distances of 500m be established around grain conveyor land uses, where there may be significant noise, dust, odour and other risks arising.

A 'Dust Management Plan' has been prepared which commits to "no offsite impacts, incidents or community complaints arising from dust emissions" through the use of dust screens, suppression, and measures to control dust during vehicle movements, conveyor and loading operations.

The proponent (CBH) is required to submit a [Fumigation Site Application](#) with the DoH highlighting the intended changes to the fumigation site (including any implications to the frequency and volume of fumigation activity proposed at the site). For sensitive sites, such as the Brookton Grain Receival Site, where residents and businesses are within 100m, a site-specific health risk assessment should accompany this application.

Contaminated sites

The site has not been classified as 'contaminated – remediation required', 'contaminated – restricted use' or 'remediated for restricted use' as recorded on the Department of Water and Environmental Regulation's contaminated sites database (*Contaminated Sites Act 2003*). However, the site may be subject to other important classifications not recorded on the database. The proponent should obtain a [Basic Summary of Records](#) relating to the land and its surroundings to complete their assessment of the site's suitability for development.

The DoH is mindful that the storage and use of agricultural chemicals, fuels and wastes are associated with contaminated sites. These substances, as well as other hazardous materials such as asbestos, should be safely removed from structures prior to any demolition and clearance to avoid the creation of new contaminated sites. Under section 11 of the *Contaminated Sites Act 2003*, if a site is 'known or suspected' of being a contaminated site, it should be reported to the Department of Water and Environmental Regulation.

Wastewater management

Disposal of wastewater generated onsite is required to comply with the *Health (Treatment of Sewage and Disposal of Effluent and Liquid Waste) Regulations 1974*.

G O V E R N M E N T O F W E S T E R N A U S T R A L I A

Requested further information and/or revised plans

- The proponent is required to submit a [Fumigation Site Application](#) with the DoH. A site-specific health risk assessment for nearby sensitive sites should also be provided.
- The proponent should obtain a [Basic Summary of Records](#) of the subject site and its surroundings.

Should you have any queries or require further information, please contact System Performance on 9222 2000 or eh.eSubmissions@health.wa.gov.au.

Yours sincerely



Matthew Lester
A/EXECUTIVE DIRECTOR
ENVIRONMENTAL HEALTH DIRECTORATE

23 May 2025

G O V E R N M E N T O F W E S T E R N A U S T R A L I A

From: [Katrina Crute](#)
To: [Jennie Mason](#)
Subject: Re: CBH _ Development Application
Date: Tuesday, 6 May 2025 1:19:43 PM
Attachments: [rsz_cropped_logo_2_3bee74e0-f72b-4b64-ad76-9ee35fd52d77.png](#)

Hi Jennie,

Daniel said thanks very much, he has no comment to make about the application

Kind regards,

Katrina Crute
Finance Manager
Calibre Manufacturing

My Office Hours: Tuesday to Thursday, 7:30 am - 4:00 pm

Phone: 0492 493 904

Location: 90 Richardson St, Brookton WA 6306



From: Bree Lyons <bree.lyons@dwer.wa.gov.au>

Sent: Thursday, 5 June 2025 10:47 AM

To: Administration Officer <mail@brookton.wa.gov.au>

Subject: Development Application for Proposed Rail Loading Facility - Upgrades - Lot 422 Sewell St, Lot 51 Bartram St, Lot 5 and Lot 436 Richardson St, Lot 27 and Lot 52 Smith St, Brookton

You don't often get email from bree.lyons@dwer.wa.gov.au. [Learn why this is important](#)

OFFICIAL

OFFICIAL

To whom it may concern,

The Department of Water and Environmental Regulation has assessed the above referral and has no objections.

Kind regards,

Bree Lyons

Senior Natural Resource Management Officer

Swan Avon Planning Advice

Please note I work Monday and Wednesday

Department of Water and Environmental Regulation

Swan Avon Region

7 Ellam St, Victoria Park, WA 6100

T: (08) 6250 8035 | F: (08) 6250 8050

E: bree.lyons@dwer.wa.gov.au | www.dwer.wa.gov.au

Twitter: [@DWER_WA](https://twitter.com/DWER_WA)

Disclaimer: This e-mail is confidential to the addressee and is the view of the writer, not necessarily that of the Department of Water and Environmental Regulation, which accepts no responsibility for the contents. If you are not the addressee, please notify the Department by return e-mail and delete the message from your system; you must not disclose or use the information contained in this email in any way. No warranty is made that this material is free from computer viruses.

13.06.25 COMMUNITY SERVICES REPORTS

Nil.

14.06.25 CORPORATE SERVICES REPORTS**14.06.25.01 REPLACEMENT PROGRAMS**

File No:	FIN006
Date of Meeting:	19 June 2025
Location/Address:	N/A
Name of Applicant:	N/A
Name of Owner:	N/A
Author/s:	Deanne Sweeney – 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:

Council is to consider draft Equipment & Furniture Replacement Programs for the Administration & Depot, Brookton Aquatic Centre, Caravan Park, Gymnasium and Brookton CRC and a Capital Upgrade/Renewal Program for the Brookton Aquatic Centre.

Description of Proposal:

The draft 2025/26

- Administration & Depot - Equipment & Furniture Replacement Program;
- Brookton Aquatic Centre - Equipment & Furniture Replacement Program;
- Caravan Park - Equipment & Furniture Replacement Program;
- Gymnasium - Equipment & Furniture Replacement Program;
- Brookton CRC - Equipment & Furniture Replacement Program; and are included at Attachment 14.06.25.01A.

The 2025/26 draft Brookton Aquatic Centre - Capital Upgrade/Renewal is included at Attachment 14.06.25.01B.

The draft 2025/26 Replacement Program plans for Council's capital expenditure of \$5,408,149 from 2025/26 to 2044/45.

The draft 2025/26 Replacement Program requires the following annual investments:

Replacement Program	Program Period	Total Planned Expenditure	Annual Investment
Administration & Depot	2025/26 - 2044/45	\$1,703,900	\$129,000
Brookton Aquatic Centre	2025/26 - 2044/45	\$96,000	
Caravan Park	2025/26 - 2044/45	\$305,450	
Gymnasium	2025/26 - 2044/45	\$218,800	
Brookton CRC	2025/26 - 2044/45	\$259,900	
Brookton Aquatic Centre	2025/26 - 2044/45	\$2,824,099	\$145,000

The draft 2025/26 Replacement Programs have Council utilising the Furniture and Equipment and the Building and Facility Reserves to make transfers into the Reserves in years when there are fewer purchases and to make transfers from the Reserve for more expensive purchases.

The draft 2025/26 Replacement Programs includes an estimate of costs. All costs are in current dollars, with no allowance made for inflation, interest or increases in Council's income.

Background:

The draft 2025/26 Replacement Programs seeks to establish a replacement program to highlight the requirement to continue with current service levels in a financially responsible and sustainable manner.

The draft 2025/26 Replacement Programs are a long term guide of Council's intentions, but each year Council will still make budget decisions based on the condition and serviceability.

Consultation:

Internal consultation has occurred at the June 2025 Corporate Briefing Forum with elected members.

Statutory Environment:

The development and adoption of the draft 2025/26 Replacement Programs form a component of Council's obligation to produce a plan for the future under Section 5.56 (1) of the Local Government Act, 1995.

Relevant Plans and Policy:

The draft 2025/26 Replacement Programs will be utilised in preparing future Council's Strategic Resource Plan.

Financial Implications:

The draft 2025/26 Replacement Programs will be used in preparing the 2025/26 Council Budget. With adoption of the Replacement Programs giving a strategic direction, staff will obtain improved cost estimates prior to budget preparation.

Risk Assessment:

Preparing long term asset replacement plans reduces Council's financial risk associated with service level of furniture and equipment and asset renewal. Asset Management is essential to ensure that assets are maintained, renewed or replaced at appropriate intervals.

	Insignificant	Minor	Moderate	Major	Extreme
Likelihood					
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 draft 2025/26 Replacement Programs relates to delivery of core business and services.

Comment:

The adoption of the Replacement Programs will ensure that the assets are managed efficiently and are updated to meet Councils current and future service delivery.

OFFICER'S RECOMMENDATION

That Council adopt:

- 1. the draft 2025/26 Equipment & Furniture Replacement Programs for:***
 - a. Administration & Depot***
 - b. Brookton Aquatic Centre***
 - c. Caravan Park***
 - d. Gymnasium***
 - e. Brookton CRC;******included at Attachment 14.06.25.01A; and***
- 2. the draft 2025/26 Brookton Aquatic Centre - Capital Upgrade/Renewal included at Attachment 14.06.25.01B.***

(Simple majority vote required)

Attachments

Attachment 14.06.25.01A – 2025/26 Draft Equipment & Furniture Replacement Programs.
Attachment 14.06.25.01B – 2025/26 Draft Brookton Aquatic Centre Capital Upgrade/Renewal.

Administration & Depot - Equipment & Furniture Replacement Program								Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase
Number	Details		Year	Age	Change Frequency	Change Year	New GST	ex	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	2033-34	2034-35	2035-36	2036-37	2037-38	2038-39	2039-40	2040-41	2041-42	2042-43	2043-44	2044-45	Total		
		2025							1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20			
Main Server	MSA 00281		2021	4	4 Years	2025 2026	\$75,000		\$75,000				\$75,000				\$75,000				\$75,000				\$75,000				\$375,000		
Server	New accounting Software - ERP									\$100,000																			\$100,000		
Building Microwave links																															
Office Admin pole			2017	8	5 Years	2022 2023	\$4,000				\$4,000					\$4,000					\$4,000					\$4,000			\$16,000		
Brookton CRC			2023	2	5 Years	2028 2029	\$4,000					\$4,000					\$4,000					\$4,000				\$4,000			\$16,000		
Depot Pole			2023	2	5 Years	2028 2029	\$4,000					\$4,000					\$4,000					\$4,000				\$4,000			\$16,000		
CCTV Pole	Robinson Road, Brookton		2023	2	5 Years	2022 2023	\$5,000				\$5,000					\$5,000					\$5,000					\$5,000			\$20,000		
CCTV																															
CCTV Cameras X 17	Robinson Road, Brookton		2023	2	5 Years	2028 2029	\$27,200					\$27,200					\$27,200					\$27,200					\$27,200		\$108,800		
CCTV Quad Camera x 1 at	Robinson Road, Brookton		2024	1	5 Years	2029 2030	\$7,000						\$7,000					\$7,000					\$7,000				\$7,000		\$28,000		
CCTV Cameras x 10	WB Eva Pavilion & Camp Kitchen		2023	2	5 Years	2028 2029	\$16,000					\$16,000					\$16,000					\$16,000				\$16,000			\$64,000		
CCTV Administration Office	14 White Street, Brookton		2025	0	5 Years	2024 2025	\$12,000						\$12,000					\$12,000					\$12,000				\$12,000		\$48,000		
Mobile Phone																															
CEO - Mobile 1	iPhone – iPhone 12 – model MGJ53X/A – SN – H4YLL180F0N		2024	1	3 Years	2027 2028	\$1,000					\$1,000			\$1,000			\$1,000			\$1,000			\$1,000			\$1,000		\$6,000		
MCC - Mobile 2	iPhone 11 Black Model – MHDA3X/A Serial # - FFWL74KTN735		2023	2	3 Years	2026 2027	\$1,000			\$1,000			\$1,000			\$1,000			\$1,000			\$1,000			\$1,000		\$1,000		\$7,000		
LHW - Mobile 4	Samsung Galaxy S22 Model SM-S901E S/N R5CT4123V9N		2022	3	3 Years	2025 2026	\$1,000	\$1,000				\$1,000			\$1,000			\$1,000			\$1,000			\$1,000			\$1,000		\$7,000		
CESM- Mobile 5	Samsung Galaxy S24FE 129gb graphite #R5CXA3BSWRZ		2024	1	3 Years	2027 2028	\$1,000				\$1,000			\$1,000			\$1,000			\$1,000			\$1,000			\$1,000			\$6,000		
WC Mobile 6	iPhone SE Serial#FFNGHF2ZPLJQ model MHGP3X/A		2025	0	3 Years	2028 2029	\$1,000					\$1,000			\$1,000			\$1,000			\$1,000			\$1,000			\$1,000		\$6,000		
BMO - Mobile 7	Samsung Galaxy S22 - 256GB Black Model SM – S901E S/N R5CT4123TBM		2022	3	3 Years	2025 2026	\$1,000	\$1,000				\$1,000			\$1,000			\$1,000			\$1,000			\$1,000			\$1,000		\$7,000		
CPC - Mobile 8	iPhone 8 Model MQ6K2X/AA1863 S/N F4HX5MQRJC6C		2022	3	3 Years	2025 2026	\$1,000	\$1,000				\$1,000			\$1,000			\$1,000			\$1,000			\$1,000			\$1,000		\$7,000		
MP - Mobile 9	iPhone 13 Model MLPF3X/A S/N HVWJQR6X4H IMEI 35 130964 775771 5		2022	3	3 Years	2025 2026	\$1,000	\$1,000				\$1,000			\$1,000			\$1,000			\$1,000			\$1,000			\$1,000		\$7,000		
ACS - Mobile 10	iPhone 11 Black Serial#FFWL747EN735		2024	1	3 Years	2027 2028	\$1,000				\$1,000			\$1,000			\$1,000			\$1,000			\$1,000			\$1,000			\$6,000		
Desktop PC's																															
Counter MSA00588	Acer Veriton N440G S/N 81501260		2019	6	3 Years	2022 2023	\$3,500		\$3,500			\$3,500			\$3,500			\$3,500			\$3,500			\$3,500			\$3,500		\$24,500		
Laptops																															
CEO LP53	Dynabook - Tecra A50-K – PN PML20A-00R002 - SN 83145938H		2022	3	3 Years	2025 2026	\$3,500		\$3,500			\$3,500			\$3,500			\$3,500			\$3,500			\$3,500			\$3,500		\$24,500		
MCC LP51	Dynabook Tecra A50-K, I7, 15.6, 16GB 512GB SSD PML20A-00R002 SN 83145929H		2024	1	3 Years	2027 2028	\$3,500				\$3,500			\$3,500			\$3,500			\$3,500			\$3,500			\$3,500			\$21,000		
EGO LP46	HP Probook Laptop model 450G9 S/N 5CD235GZB		2023	2	3 Years	2026 2027	\$3,500			\$3,500			\$3,500			\$3,500			\$3,500			\$3,500			\$3,500		\$3,500		\$24,500		
WC LP33	HP Probook laptop S/N 5CD2235HO2		2023	2	3 Years	2026 2027	\$3,500			\$3,500			\$3,500			\$3,500			\$3,500			\$3,500			\$3,500		\$3,500		\$24,500		
BMO LP48	HP ProBook 450 G9 Laptop S/N SCD2235GZG		2023	2	3 Years	2026 2027	\$3,500			\$3,500			\$3,500			\$3,500			\$3,500			\$3,500			\$3,500		\$3,500		\$24,500		
FO LP49 Payroll	HP ProBook 450 SN# 5CD2235GZ3		2023	2	3 Years	2026 2027	\$3,500			\$3,500			\$3,500			\$3,500			\$3,500			\$3,500			\$3,500		\$3,500		\$24,500		
GO LP47	HP Pro book 450 G9 5CD2235HO3 6K4CBPA#ABG		2023	2	3 Years	2026 2027	\$3,500			\$3,500			\$3,500			\$3,500			\$3,500			\$3,500			\$3,500		\$3,500		\$24,500		
ACS LP56	HP ProBook 450 Laptop S/N 5CD2235H00		2023	2	3 Years	2026 2027	\$3,500			\$3,500			\$3,500			\$3,500			\$3,500			\$3,500			\$3,500		\$3,500		\$24,500		
WLH LP9	Dell Latitude Model 5420 Laptop S/N 34005301804		2022	3	3 Years	2025 2026	\$3,500	\$3,500				\$3,500			\$3,500			\$3,500			\$3,500			\$3,500			\$3,500		\$24,500		
FO LP42	HP Probook 450 Laptop S/N 5CD2235H05		2023	2	3 Years	2026 2027	\$3,500			\$3,500			\$3,500			\$3,500			\$3,500			\$3,500			\$3,500		\$3,500		\$24,500		
FO LP52 Creditors	Dynabook Tecra A50-K, I7, 15.6, 16GB 512GB SSD		2024	1	3 Years	2027 2028	\$3,500				\$3,500			\$3,500			\$3,500			\$3,500			\$3,500			\$3,500			\$21,000		
SFO LP54 Finance	Dynabook Tecra A50-K, I7, 15.6, 16GB 512GB SSD serial#8314590H		2024	1	3 Years	2027 2028	\$3,500				\$3,500			\$3,500			\$3,500			\$3,500			\$3,500			\$3,500			\$21,000		
MP LP34	Dell Latitude 3520 I5-1135G7 256GB 15.6ININTEL		2023	2	3 Years	2026 2027	\$3,500			\$3,500			\$3,500			\$3,500			\$3,500			\$3,500			\$3,500		\$3,500		\$24,500		
WAO LP30	Dell Latitude 3500 Laptop S/N ST3ZW20B3		2019	6	3 Years	2022 2023	\$3,500	\$3,500				\$3,500			\$3,500			\$3,500			\$3,500			\$3,500			\$3,500		\$24,500		
ARO LP31	Dell Latitude STD2T6063 EX28468045083		2022	3	3 Years	2025 2026	\$3,500	\$																							

Chambers audio recording system	Chambers			2024	1	5 Years	2029	2030		\$15,000								\$15,000								\$15,000			\$15,000	\$60,000		
Network Printers																																
Printer Depot	Brother MFC			2021	4	5 Years	2026	2027		\$1,000		\$1,000						\$1,000									\$1,000			\$4,000		
Equipment																																
Binder	Administration Office			2019	6	7 Years	2026	2027		\$1,000		\$1,000						\$1,000									\$1,000			\$3,000		
	Administration Office - Infostop																															
	Automaster AS650M-650 Sheet																															
	Autofeed																															
Shredder	Administration Office			2024	1	5 Years	2029	2030		\$2,000								\$2,000									\$2,000			\$8,000		
CB Radio	Administration Office			2021	4	5 Years	2026	2027		\$5,000		\$5,000						\$5,000									\$5,000			\$20,000		
Radio System	Administration Office			2020	5	7 Years	2027	2028		\$5,000		\$5,000						\$5,000									\$5,000			\$15,000		
Compactus	Administration Office			2016	9	7 Years	2023	2024		\$10,000																				\$30,000		
Councillor Chairs	Council Chambers & Meeting Room			2022	3	5 Years	2027	2028		\$12,000		\$12,000						\$12,000									\$12,000	\$12,000	\$10,000	\$60,000		
Staff Fridge	Administration Office			2021	4	5 Years	2026	2027		\$1,000								\$1,000									\$1,000			\$4,000		
Cuncillor Fridge	Council			2021	4	6 Years	2027	2028		\$1,000		\$1,000						\$1,000												\$3,000		
Fridge	Shire Depot			2021	4	6 Years	2027	2028		\$1,000		\$1,000						\$1,000												\$3,000		
Fridge	Shire Depot			2021	4	6 Years	2027	2028		\$1,000		\$1,000						\$1,000												\$3,000		
Stove/Oven	Administration Office			2021	4	5 Years	2026	2027		\$1,000		\$1,000						\$1,000									\$1,000			\$4,000		
Dishwasher	Administration Office			2021	4	5 Years	2026	2027		\$1,000		\$1,000						\$1,000									\$1,000			\$4,000		
Hotwater System	Administration Office			2021	4	5 Years	2026	2027		\$1,000		\$1,000						\$1,000									\$1,000			\$4,000		
Staff Chairs x 15	Admininstration Office			2024	5	5 Years	2029	2030		\$6,750								\$6,750									\$6,750			\$27,000		
Sit/stand desks x 2	Administration Office			2022	3	5 Years	2027	2028		\$3,000		\$3,000						\$3,000									\$3,000			\$12,000		
Sit/stand desks x 4	Administration Office			2024	1	5 Years	2029	2030		\$6,000								\$6,000												\$24,000		
										249,600																						
Total Purchases Net																																
Total Change-over cost:										\$115,500	\$152,650	\$45,500	\$92,700	\$152,750	\$23,500	\$64,150	\$53,000	\$143,700	\$95,250	\$29,000	\$36,150	\$150,500	\$80,200	\$65,250	\$42,500	\$131,650	\$37,500	\$104,700	\$87,750	\$1,703,900		
Variance										\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Furniture & Equipment Reserve Opening Balance:										\$132,082	\$89,372	\$4,222	\$56,722	\$61,922	\$6,482	\$55,772	\$58,472	\$92,922	\$49,622	\$43,382	\$83,222	\$117,722	\$62,122	\$83,672	\$110,282	\$133,172	\$74,422	\$134,522	\$122,622			
Plan transfer to Reserve - X ref										\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$2,580,000
Required transfer to Reserve - SRP										\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$2,580,000	
Transfer from Reserve Admin Replacement Program										-\$115,500	-\$152,650	-\$45,500	-\$92,700	-\$152,750	-\$23,500	-\$64,150	-\$53,000	-\$143,700	-\$95,250	-\$29,000	-\$36,150	-\$150,500	-\$80,200	-\$65,250	-\$42,500	-\$131,650	-\$37,500	-\$104,700	-\$87,750	-\$1,703,900		
Transfer from Reserve C/Park Replacement Program										-\$18,900	-\$27,200	-\$9,000	-\$7,200	-\$13,850	-\$21,000	-\$24,250	-\$9,950	-\$16,000	-\$6,300	-\$16,650	-\$32,250	-\$11,100	-\$7,050	-\$11,000	-\$19,000	-\$32,000	-\$9,200	-\$4,100	-\$9,450	-\$305,450		
Transfer from Reserve Pool Replacement Program										-\$6,610	-\$2,200	\$0	-\$8,800	-\$1,340	-\$9,610	-\$6,800	-\$7,900	-\$1,500	-\$4,340	-\$5,310	-\$2,000	-\$4,000	-\$5,000	-\$1,140	-\$12,710	-\$3,000	-\$7,700	-\$5,500	-\$540	-\$96,000		
Transfer from Reserve CRC Replacement Program										-\$7,900	-\$22,600	-\$4,500	-\$10,600	-\$7,000	-\$900	-\$25,600	-\$22,200	-\$6,600	-\$16,850	-\$15,400	-\$14,600	-\$11,500	-\$10,700	-\$3,500	-\$10,400	-\$17,600	-\$13,000	-\$22,100	-\$16,350	-\$259,900		
Transfer from Reserve Gym Replacement Program										-\$22,800	-\$9,500	-\$17,500	-\$4,500	-\$9,500	-\$24,700	-\$5,500	-\$1,500	-\$4,500	-\$12,500	-\$22,800	-\$9,500	-\$7,500	-\$4,500	-\$21,500	-\$21,500	-\$3,500	-\$1,500	-\$4,500	-\$9,500	-\$218,800		
Furniture & Equipment Reserve Closing Balance:										\$89,372	\$4,222	\$56,722	\$61,922	\$6,482	\$55,772	\$58,472	\$92,922	\$49,622	\$43,382	\$83,222	\$117,722	\$62,122	\$83,672	\$110,282	\$133,172	\$74,422	\$134,522	\$122,622	\$128,032			
Updated			29/05/2025																													
Comments:						Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20							
Notes:																																
Change Frequency			is the number of years which trigger the planned replacement.																													
Change Year			is the combination of the Year of the Equipment and the Change Frequency extension																													
New			is the estimated new value of the replacement equipment if it was purchased in the current year																													

Brookton Aquatic Centre - Equipment & Furniture Replacement Program Operating								Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purcha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Updated29/05/2025

Comments:Year 1Year 2Year 3Year 4Year 5Year 6Year 7Year 8Year 9Year 10Year 11Year 12Year 13Year 14Year 15Year 16Year 17Year 18Year 19Year 20

Notes:
Change Frequency is the number of years which trigger the planned replacement.
Change Year is the combination of the Year of the Equipment and the Change Frequency extension
New is the estimated new value of the replacement equipment if it was purchased in the current year

Caravan Park - Equipment & Furniture Replacement Program							Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	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Updated29/05/2025

Comments:

Year 1Year 2Year 3Year 4Year 5Year 6Year 7Year 8Year 9Year 10Year 11Year 12Year 13Year 14Year 15Year 16Year 17Year 18Year 19Year 20

Notes:

Change Frequency is the number of years which trigger the planned replacement.

Change Year is the combination of the *Year* of the Equipment and the *Change Frequency* extension

New is the estimated new value of the replacement equipment if it was purchased in the current year

Gymnasium - Equipment & Furniture Replacement Program								Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	
Asset #	Details		Year	Age	Change Frequency	Change Year	New ex GST	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	2033-34	2034-35	2035-36	2036-37	2037-38	2038-39	2039-40	2040-41	2041-42	2042-43	2043-44	2044-45	Total
		2025						1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
	Matrix T-1X-03-C Treadmill		2015	10	5 Years	2020 2021	\$10,000	\$10,000					\$10,000					\$10,000				\$10,000						\$40,000
	Vision S60 Suspension Elliptical - Cross Trainer		2015	10	5 Years	2020 2021	\$8,000	\$8,000					\$8,000					\$8,000				\$8,000						\$32,000
	Matrix S-Series Spin Bike		2015	10	8 Years	2023 2024	\$2,000							\$2,000								\$2,000						\$4,000
	Matrix Air Rower		2016	9	5 Years	2021 2022	\$2,000		\$2,000					\$2,000					\$2,000					\$2,000				\$8,000
	Vision ST710 Multi Station		2015	3	12 Years	2027 2028	\$10,000			\$10,000												\$10,000						\$20,000
	Vision ST700 Functional Trainer		2016	9	10 Years	2026 2027	\$6,000		\$6,000										\$6,000									\$12,000
	Matrix Versa S70 Leg Press/Calf Press		2017	8	10 Years	2027 2028	\$6,000			\$6,000																		\$12,000
	Matrix G1-FW153 Adjustable Incline Bench		2015	10	10 Years	2025 2026	\$1,300	\$1,300										\$1,300										\$2,600
	Vertical Knee Raise w/chin Matrix MG-A63C		2015	10	15 Years	2030 2031	\$2,000						\$2,000															\$2,000
	Matrix Endurance Recumbent Bike with LED Console		2023	2	5 Years	2028 2029	\$3,000			\$3,000					\$3,000					\$3,000					\$3,000			\$12,000
	Matrix Magnum Smith Machine		2024	1	5 Years	2029 2030	\$8,000				\$8,000						\$8,000					\$8,000				\$8,000		\$32,000
	Dumbbell 3 tier rack		2015	10	15 Years	2030 2031	\$1,200						\$1,200															\$1,200
	40x Assorted Rubber Hex Dumbbells 1kg - 35kg		2014	11	20 Years	2034 2035	\$3,000										\$3,000											\$3,000
	Palsonic TV		2014	11	5 Years	2019 2020	\$2,000	\$2,000					\$2,000					\$2,000				\$2,000						\$8,000
	Miscellaneous equipment under \$1000		2024	1	1 Years	2025 2026	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$30,000
Total Purchases Net								\$22,800	\$9,500	\$17,500	\$4,500	\$9,500	\$24,700	\$5,500	\$1,500	\$4,500	\$12,500	\$22,800	\$9,500	\$7,500	\$4,500	\$21,500	\$21,500	\$3,500	\$1,500	\$4,500	\$9,500	\$218,800
Variance								\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Furniture & Equipment Reserve Opening Balance:								\$132,082	\$89,372	\$4,222	\$56,722	\$61,922	\$6,482	\$55,772	\$58,472	\$92,922	\$49,622	\$43,382	\$83,222	\$117,722	\$62,122	\$83,672	\$110,282	\$133,172	\$74,422	\$134,522	\$122,622	
Plan transfer to Reserve - X ref								\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$2,580,000
Transfer into Reserve								\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$2,580,000
Transfer from Reserve C/Park Replacement Program								-\$18,900	-\$27,200	-\$9,000	-\$7,200	-\$13,850	-\$21,000	-\$24,250	-\$9,950	-\$16,000	-\$6,300	-\$16,650	-\$32,250	-\$11,100	-\$7,050	-\$11,000	-\$19,000	-\$32,000	-\$9,200	-\$4,100	-\$9,450	-\$305,450
Transfer from Reserve Admin Replacement Program								-\$115,500	-\$152,650	-\$45,500	-\$92,700	-\$152,750	-\$23,500	-\$64,150	-\$53,000	-\$143,700	-\$95,250	-\$29,000	-\$36,150	-\$150,500	-\$80,200	-\$65,250	-\$42,500	-\$131,650	-\$37,500	-\$104,700	-\$87,750	-\$1,703,900
Transfer from Reserve Pool Replacement Program								-\$6,610	-\$2,200	\$0	-\$8,800	-\$1,340	-\$9,610	-\$6,800	-\$7,900	-\$1,500	-\$4,340	-\$5,310	-\$2,000	-\$4,000	-\$5,000	-\$1,140	-\$12,710	-\$3,000	-\$7,700	-\$5,500	-\$540	-\$96,000
Transfer from Reserve CRC Replacement Program								-\$7,900	-\$22,600	-\$4,500	-\$10,600	-\$7,000	-\$900	-\$25,600	-\$22,200	-\$6,600	-\$16,850	-\$15,400	-\$14,600	-\$11,500	-\$10,700	-\$3,500	-\$10,400	-\$17,600	-\$13,000	-\$22,100	-\$16,350	-\$259,900
Transfer from Reserve Gym Replacement Program								-\$22,800	-\$9,500	-\$17,500	-\$4,500	-\$9,500	-\$24,700	-\$5,500	-\$1,500	-\$4,500	-\$12,500	-\$22,800	-\$9,500	-\$7,500	-\$4,500	-\$21,500	-\$21,500	-\$3,500	-\$1,500	-\$4,500	-\$9,500	-\$218,800
Furniture & Equipment Reserve Closing Balance :								\$89,372	\$4,222	\$56,722	\$61,922	\$6,482	\$55,772	\$58,472	\$92,922	\$49,622	\$43,382	\$83,222	\$117,722	\$62,122	\$83,672	\$110,282	\$133,172	\$74,422	\$134,522	\$122,622	\$128,032	
Updated		29/05/2025																										

Comments:

Year 1Year 2Year 3Year 4Year 5Year 6Year 7Year 8Year 9Year 10Year 11Year 12Year 13Year 14Year 15Year 16Year 17Year 18Year 19Year 20

Notes:

Change Frequency is the number of years which trigger the planned replacement.

Change Year is the combination of the Year of the Equipment and the Change Frequency extension

New is the estimated new value of the replacement equipment if it was purchased in the current year

Brookton CRC - Equipment & Furniture Replacement Program							Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	
Details		Year	Age	Change Frequency	Change Year	New GST	ex	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	2033-34	2034-35	2035-36	2036-37	2037-38	2038-39	2039-40	2040-41	2041-42	2042-43	2043-44	2044-45	Total	
	2025							1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20		
Laptops																													
ASUS Vivobook Laptop - Video Conferencing laptop - SOBO LP38		2023		4 Years	2027 2028	\$3,500				\$3,500				\$3,500				\$3,500				\$3,500			\$3,500			\$17,500	
SOBO WS40 Public Desktop 1 SN# YLW03R4C		2021		5 Years	2026 2027	\$3,500			\$3,500					\$3,500					\$3,500					\$3,500				\$14,000	
SOBO WS41 Public Desktop 2 SN# YLW03R3K		2021		5 Years	2026 2027	\$3,500			\$3,500					\$3,500					\$3,500					\$3,500				\$14,000	
PC Reception PC - SOBO – WS59		2025		3 Years	2028 2029	\$3,500					\$3,500			\$3,500			\$3,500			\$3,500			\$3,500			\$3,500		\$21,000	
HP Probook BCRCC Laptop – SOBO – LP45		2022		3 Years	2025 2026	\$3,500	\$3,500				\$3,500			\$3,500			\$3,500			\$3,500			\$3,500			\$3,500		\$24,500	
Dell - CRC- AO Laptop – SOBO – LP29		2023		3 Years	2026 2027	\$3,500			\$3,500			\$3,500			\$3,500			\$3,500			\$3,500			\$3,500			\$3,500	\$24,500	
Desktop - CRC - CS – SOBO WS25		2023		3 Years	2026 2027	\$3,500			\$3,500			\$3,500			\$3,500			\$3,500			\$3,500			\$3,500			\$3,500	\$24,500	
Monitors x 6 CRC - C		2022		3 Years	2025 2026	\$1,500	\$1,500				\$1,500			\$1,500			\$1,500			\$1,500			\$1,500			\$1,500		\$10,500	
Furniture & Equipment																													
2 Seater Couch		2023		10 Years	2033 2034	\$1,000										\$1,000									\$1,000			\$2,000	
3 Seater Couch		2023		10 Years	2033 2034	\$1,000										\$1,000									\$1,000			\$2,000	
BCRCC Desk		2023		20 Years	2043 2044	\$3,500																			\$3,500			\$3,500	
Conference Room Chairs x 8		2006		10 Years	2016 2017	\$3,000			\$3,000										\$3,000									\$6,000	
Conference Room Table		2006		20 Years	2026 2027	\$2,000			\$2,000																			\$2,000	
Credenza Cupboard x 2		2017		15 Years	2032 2033	\$1,200									\$1,200													\$1,200	
Credenza Cupboards Lockable x 2		2023		15 Years	2038 2039	\$1,600															\$1,600							\$1,600	
Digital Projector		2024		4 Years	2028 2029	\$1,000					\$1,000				\$1,000				\$1,000				\$1,000					\$5,000	
Disability Ramp		2017		20 Years	2037 2038	\$2,000															\$2,000							\$2,000	
Dual Sliding Door Cabinet x 2		2023		15 Years	2038 2039	\$1,000															\$1,000							\$1,000	
Fridge/Freezer		2020		5 Years	2025 2026	\$900		\$900					\$900					\$900					\$900					\$3,600	
AO Corner desk		2023		10 Years	2033 2034	\$2,000										\$2,000									\$2,000			\$4,000	
Front Reception Desk		2011		20 Years	2031 2032	\$3,000								\$3,000														\$3,000	
Office Chairs x 2		2024		10 Years	2034 2035	\$2,000											\$2,000									\$2,000		\$4,000	
Meeting Table		2015		20 Years	2035 2036	\$2,000												\$2,000										\$2,000	
Meeting Chairs x 6		2015		10 Years	2025 2026	\$2,000		\$2,000										\$2,000										\$4,000	
Office Chair on Wheels x 6		2023		10 Years	2033 2034	\$1,500										\$1,500									\$1,500			\$3,000	
Rexel CB405 Binder		2023		5 Years	2028 2029	\$1,100					\$1,100					\$1,100					\$1,100					\$1,100		\$4,400	
2 x Person Work Station Public Computers		2024		10 Years	2034 2035	\$1,350											\$1,350									\$1,350		\$2,700	
TCL TV Model: Beyond TV2 x 2		2021		5 Years	2026 2027	\$1,800			\$1,800					\$1,800						\$1,800				\$1,800				\$7,200	
Stationery Cupboard Metal		2022		5 Years	2027 2028	\$1,000				\$1,000					\$1,000					\$1,000					\$1,000			\$4,000	
Brochure Stand 4 Sided		2021		5 Years	2026 2027	\$1,800			\$1,800					\$1,800										\$1,800				\$7,200	
Book Shelf x 5		2024		10 Years	2034 2035	\$5,000											\$5,000									\$5,000		\$10,000	
Cube Shlef 4 Hole x 5		2022		10 Years	2032 2033	\$4,000									\$4,000										\$4,000			\$8,000	
Cube Shelf 4 Door x 4		2022		10 Years	2032 2033	\$4,000									\$4,000										\$4,000			\$8,000	
Cub Shelf 2 Hole x 5		2022		10 Years	2032 2033	\$4,000									\$4,000										\$4,000			\$8,000	
Total Purchases Net								\$7,900	\$22,600	\$4,500	\$10,600	\$7,000	\$900	\$25,600	\$22,200	\$6,600	\$16,850	\$15,400	\$14,600	\$11,500	\$10,700	\$3,500	\$10,400	\$17,600	\$13,000	\$22,100	\$16,350	\$259,900	
Total Change-over cost:																													
Variance								\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Furniture & Equipment Reserve Opening Balance:								\$130,247	\$87,537	\$2,387	\$54,887	\$60,087	\$4,647	\$53,937	\$56,637	\$91,087	\$47,787	\$41,547	\$81,387	\$115,887	\$60,287	\$81,837	\$108,447	\$131,337	\$72,587	\$132,687	\$120,787		
Plan transfer to Reserve - X ref								\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$2,580,000
Transfer to Reserve								\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$129,000	\$2,580,000
Transfer from Reserve Admin Replacement Program								-\$115,500	-\$152,650	-\$45,500	-\$92,700	-\$152,750	-\$23,500	-\$64,150	-\$53,000	-\$143,700	-\$95,250	-\$29,000	-\$36,150	-\$150,500	-\$80,200	-\$65,250	-\$42,500	-\$131,650	-\$37,500	-\$104,700	-\$87,750	-\$1,703,900	
Transfer from Reserve C/Park Replacement Program								-\$18,900	-\$27,200	-\$9,000	-\$7,200	-\$13,850	-\$21,000	-\$24,250	-\$9,950	-\$16,000	-\$6,300	-\$16,650	-\$32,250	-\$11,100	-\$7,050	-\$11,000	-\$19,000	-\$32,000	-\$9,200	-\$4,100	-\$9,450	-\$305,450	
Transfer from Reserve Pool Replacement Program								-\$6,610	-\$2,200	\$0	-\$8,800	-\$1,340	-\$9,610	-\$6,800	-\$7,900	-\$1,500	-\$4,340	-\$5,310	-\$2,000	-\$4,000	-\$5,000	-\$1,140	-\$12,710	-\$3,000	-\$7,700	-\$5,500	-\$540	-\$96,000	
Transfer from Reserve CRC Replacement Program								-\$7,900	-\$22,600	-\$4,500	-\$10,600	-\$7,000	-\$900	-\$25,600	-\$22,200	-\$6,600	-\$16,850	-\$15,400	-\$14,600	-\$11,500	-\$10,700	-\$3,500	-\$10,400	-\$17,600	-\$13,000	-\$22,100	-\$16,350	-\$259,900	
Transfer from Reserve Gym Replacement Program								-\$22,800	-\$9,500	-\$17,500	-\$4,500	-\$9,500	-\$24,700	-\$5,500	-\$1,500	-\$4,500	-\$12,500	-\$22,800	-\$9,500	-\$7,500	-\$4,500	-\$21,500	-\$21,500	-\$3,500	-\$1,500	-\$4,500	-\$9,500	-\$218,800	
Furniture & Equipment Reserve Closing Balance :								\$87,537	\$2,387	\$54,887	\$60,087	\$4,647	\$53,937	\$56,637	\$91,087	\$47,787	\$41,547	\$81,387	\$115,887	\$60,287	\$81,837	\$108,447	\$131,337	\$72,587	\$132,687	\$120,787	\$126,197		

Updated29/05/2025

Comments:	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
Notes:																				
Change Frequency	is the number of years which trigger the planned replacement.																			
Change Year	is the combination of the Year of the Equipment and the Change Frequency extension																			
New	is the estimated new value of the replacement equipment if it was purchased in the current year																			

Brookton Aquatic Centre - Capital Upgrade/Renewal								Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase	Purchase						
Make/Model	Details		Year	Age	Change Frequency	Change Year	New ex GST	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	2033-34	2034-35	2035-36	2036-37	2037-38	2038-39	2039-40	2040-41	2041-42	2042-43	2043-44	2044-45	Total							
		2025						1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20								
	Power and Water Metres																																		
	Main Power Box (Facility)		2004	21	20 Years	2024 2025	\$20,000																				\$20,000	\$20,000							
	Main Power Box (Road Side)		2021	4	20 Years	2041 2042	\$20,000																	\$20,000				\$20,000							
	Main Power Box (Plant Room)		2006	19	20 Years	2026 2027	\$20,000		\$20,000																			\$20,000							
	Main Water BackFlow Device (Roadside)		2021	4	20 Years	2041 2042	\$20,000																	\$20,000				\$20,000							
	Main Water Meter (Roadside)		2011	14	20 Years	2031 2032	\$20,000							\$20,000														\$20,000							
	Female Changeroom/Toilets																																		
Colorbond	Patio/Shade Structure		2015	10	10 Years	2025 2026	\$6,500											\$6,500										\$6,500							
	Mens Changeroom/Toilets																																		
Colorbond	Patio/Shade Structure		2020	5	10 Years	2030 2031	\$8,000						\$8,000										\$8,000					\$16,000							
	Grass/Concourse Areas																																		
	6mx6m Storage Garage		2025	0	30 years	2055 2056	\$30,000																					\$0							
	Large Shade Sail (West Side)		2022	3	10 Years	2032 2033	\$10,000								\$10,000										\$10,000			\$20,000							
	Large Shade Sail (Shade for small pools)		2022	3	4 Years	2026 2027	\$37,343		\$37,343				\$37,343				\$37,343			\$37,343					\$37,343			\$186,715							
	Small Shade Sail (West Side, Tier Seating Shelter)		2020	5	20 Years	2040 2041	\$5,000																\$5,000					\$5,000							
	Small Steel Structure (west side, bench cover) & Large Steel Shade Structures x 2		1980	45	49 Years	2029 2030	\$23,639					\$23,639																\$23,639							
	Pool Deck Lighting 8x (Disconnected) & Large Flood Lights 1x Plant Room 1x Kiosk		2022	3	9 Years	2031 2032	\$11,000							\$11,000								\$11,000						\$22,000							
	Boundary Fencing ,replacement with modern Garrison picket type fencing.		1960	65	30 Years	2025 2026	\$51,000	\$51,000																				\$51,000							
	Pools (Main, Toddler and Baby Pool)																																		
Unknown	3x Stainless Steel Pool Ladders		2017	8	20 Years	2037 2038	\$30,000													\$30,000								\$30,000							
Unknown	3x Stainless Steel Pool Railings		2015	10	20 Years	2035 2036	\$40,000											\$40,000										\$40,000							
Epoxy Paint	Pool Paint, Lane Marking & Joint Seals		2024	1	5 Years	2029 2030	\$65,000					\$65,000					\$65,000					\$65,000				\$65,000	\$260,000								
Epoxy Paint	Depth Markings (inner + outer edge)		2024	1	5 Years	2029 2030	\$8,000					\$8,000					\$8,000					\$8,000				\$8,000	\$32,000								
Pool Deck Equipment	6x Dive Blocks, 2x Dive Covers		2006	19	15 Years	2021 2022	\$15,000	\$20,000															\$20,000					\$40,000							
Daisy Pool Covers	2x 33mt Pool Blankets & Buddy.		2025	0	10 Years	2035 2036	\$28,000											\$28,000									\$28,000								
	Swimming Pool Building - Changerooms and kiosk		1960	65	55 Years	2015 2016	\$250,000																			\$250,000	\$250,000								
	Machinery Shed		2016	9	26 Years	2042 2043	\$5,940																		\$5,940		\$5,940								
Dolphin Auto Vac	Dolphin Auto Vac		2021	2021	5 years	2025 2026	\$7,000	\$7,000					\$7,000					\$7,000					\$7,000				\$28,000								
	Plant Room / Chemical Store		1980	45	58 Years	2038 2039	\$31,680													\$31,680								\$31,680							
	25 Metre Swimming Pool		1980	45	28 Years	2008 2009	\$1,205,765												\$1,205,765									\$1,205,765							
	Freeform Swimming Pool		1980	45	17 Years	1997 1998	\$219,120							\$219,120														\$219,120							
	Plant Room and Equipment																																		
FIP	11x Recirculation System Valves + 2 x Footvalves		2023	2	10 Years	2033 2034	\$5,000									\$5,000										\$5,000		\$10,000							
125-195-T41A	7.5 Kw Main Recirculation Pump (Regent Pumps)		2019	6	10 Years	2029 2030	\$9,370					\$9,370										\$9,370						\$18,740							
AP125.20.S10.07504	7.5 Kw Main Recirculation Pump (Aqua Plus Pumps)		2023	2	10 Years	2033 2034	\$10,000									\$10,000									\$10,000			\$20,000							
Unknown	Hair and Lint Pots + Filters + Centre Plate and Clamp		2023	2	10 Years	2033 2034	\$10,000									\$10,000									\$10,000			\$20,000							
Prominent	ProCal Chlorine Dosing and metering system		2023	2	10 Years	2033 2034	\$28,000									\$28,000									\$28,000			\$56,000							
Chadson Man Vac	Chadsons Manual Vacuum		2024	1	7 years	2031 2032	\$3,000							\$3,000							\$3,000							\$6,000							
Prominent	Procal Dry Acid Dosing System		2023	2	10 Years	2033 2034	\$14,000									\$14,000									\$14,000			\$28,000							
	Activity Equipment																																		
Samsung Stero	Music Player		2025	1	4 years	2029 2030	\$1,000					\$1,000				\$1,000				\$1,000				\$1,000				\$4,000							
Shenton Filters	Replacement of Sand		2019	14	7 Years	2026 2027	\$20,000		\$20,000							\$20,000							\$20,000					\$60,000							
							2,265,857																												
Total Purchases Net																																			
Total Change-over cost:								\$78,000	\$77,343	\$0	\$0	\$107,009	\$52,343	\$253,120	\$10,000	\$88,000	\$110,343	\$81,500	\$1,205,765	\$31,000	\$72,023	\$82,370	\$71,000	\$41,000	\$53,283	\$67,000	\$343,000	\$2,824,099							
Variance								\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0						
Building & Facility Reserve Opening Balance:								\$5,093,345	\$5,160,345	\$5,228,002	\$5,373,002	\$5,518,002	\$5,555,993	\$5,648,650	\$5,540,530	\$5,675,530	\$5,732,530	\$5,767,187	\$5,830,687	\$4,769,922	\$4,883,922	\$4,956,899	\$5,019,529	\$5,093,529	\$5,197,529	\$5,289,246	\$5,367,246								
Plan transfer to Reserve - SRP								\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0						
Required transfer to Reserve - SRP								\$145,000	\$145,000	\$145,000	\$145,000	\$145,000	\$145,000	\$145,000	\$145,000	\$145,000	\$145,000	\$145,000	\$145,000	\$145,000	\$145,000	\$145,000	\$145,000	\$145,000	\$145,000	\$145,000	\$145,000	\$2,900,000							
Building & Facility Reserve Closing Balance:								\$5,160,345	\$5,228,002	\$5,373,002	\$5,518,002	\$5,555,993	\$5,648,650	\$5,540,530	\$5,675,530	\$5,732,530	\$5,767,187	\$5,830,687	\$4,769,922	\$4,883,922	\$4,956,899	\$5,019,529	\$5,093,529	\$5,197,529	\$5,289,246	\$5,367,246	\$5,169,246								
Updated								29/05/2025																											

Year 1 Year 2 Year 3 Year 4 Year 5 Year 6 Year 7 Year 8 Year 9 Year 10 Year 11 Year 12 Year 13 Year 14 Year 15 Year 16 Year 17 Year 18 Year 19 Year 20

Notes:
Change Frequency is the number of years which trigger the planned replacement.

Change Year is the combination of the *Year* of the Equipment and the *Change Frequency* extension

New is the estimated new value of the replacement equipment if it was purchased in the current year

14.06.25.02 COMMUNITY CHEST FUNDING APPLICATION – ANNUAL GRANTS – BROOKTON WOMEN’S HOCKEY CLUB

File No:	FIN008D
Date of Meeting:	19 June 2025
Location/Address:	N/A
Name of Applicant:	Brookton Women’s Hockey Club
Name of Owner:	N/A
Author/s:	Deanne Sweeney – Manager Corporate & Community
Authorising Officer:	Deanne Sweeney – Manager Corporate & Community
Declaration of Interest:	The author and authorising officer do not have an interest in this item
Voting Requirements:	Simple Majority
Previous Report:	Nil

Summary of Report:

Council is to consider an application made by Brookton Women’s Hockey Club for the Community Chest Funding under Policy 2.33 – Annual Grant – Equipment Purchase Grant.

Description of Proposal:

The Brookton Women’s Hockey Club has applied for \$174.50 (GST Inclusive) through the Shire of Brookton Community Chest Fund to fund audio equipment (speaker) for the use at training, game days and club events. The equipment will support both the Junior and Senior hockey teams.

The audio equipment will enhance the clubs training with music for motivation, fitness and will create a vibrant atmosphere on game days. It will also be used for announcements and presentations.

The Community Chest Fund Application form is included at Attachment 14.06.25.02A.

Background:

Brookton Women’s Hockey Club junior and senior teams play a vital role in building strong, connected communities by promoting health and teamwork. The club connects all ages, boosts well-being of members, and unites our community.

Consultation:

There has been no consultation regarding this matter.

Statutory Environment:

Nil.

Relevant Plans and Policy:

Policy 2.33 – Community Funding and Donations applies, with assessment against the relevant selection criteria detailed below:

Funding Category	Funding Amount	Guidelines
Equipment Purchase Grant	Maximum \$1,000.00 cash support per financial year.	<ul style="list-style-type: none"> • Only available to incorporated bodies. • Can be used for the purchase of equipment, uniforms etc. • Applications must demonstrate the benefit of the equipment purchase to the wider community. • Equipment purchased must remain the property of the organization and not be for the exclusive use of any individual. • Applicants must demonstrate their ability to match Shire of Brookton grant support. • Applications can be made at any time throughout the year.

Financial Implications:

The Community Chest was set at \$20,000 and a maximum of \$1,000 per financial year for the support of the Equipment Purchase Grant.

An amount of \$8,000 has been expended from the Community Chest Fund this financial year, leaving a current balance of \$12,000.

Risk Assessment:

The risk in relation to this matter is assessed as “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:

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

Comment:

On assessment the application adequately addresses the stated criteria under Council Policy 2.33 – Community Funding and Donations – Equipment Purchase Grant, it is recommended Council endorse the grant of \$174.50 (Including. GST) from the Community Chest Fund.

OFFICER'S RECOMMENDATION

That Council approve the application from Brookton Women's Hockey Club under Council Policy 2.33 – Community Funding and Donations for \$174.50 (GST Inclusive) from the Shire of Brookton Community Chest Fund for the purchase of audio equipment.

(Simple majority vote required)

Attachments

Attachment 14.06.25.02A – Brookton Women's Hockey Club Community Chest Fund Application Form.



Community Chest Fund Application Form

Post your completed application to:

PO Box 42, Brookton, WA 6306

Or deliver to:

Shire of Brookton, 14 White Street, Brookton

Alternatively email your application to:

mail@Brookton.wa.gov.au

Community Chest Fund

Application Form

Before completing the application form: Please ensure you have read the Shire of Brookton Community Funding and Donations Policy and that your application meets the criteria outlined in the funding category.

NAME OF ORGANISATION: Brookton Women's Hockey Club

CONTACT PERSON: Holly Bassett

POSITION: President

POSTAL ADDRESS: PO Box 186, Brookton WA 6306

PHONE: Click or tap here to enter text. MOBILE: 0407 195 330

EMAIL: brooktonwhc@gmail.com

ORGANISATION'S ABN: 51 580 675 171

REGISTERED FOR GST? ☐ YES ☒ NO

IS YOUR ORGANISATION INCORPORATED ☒ YES ☐ NO

NAME OF PROJECT OR EVENT: Equipment Purchase - Speaker

ESTIMATED START DATE: June 2025

ESTIMATED COMPLETION DATE: July 2025

REQUESTED COMMUNITY CHEST FUNDS: \$174.50.

<p>Please tick which funding category you are applying for</p> <p>Please review the Community Funding and Donations Policy on the Shire of Brookton's website www.brookton.wa.gov.au for comprehensive grant guidelines.</p>	
Annual Grants	Community Donations
<input type="checkbox"/> Community & Strategic Partnership Grants	<input type="checkbox"/> Individual Donation
<input type="checkbox"/> Community Support Grants	<input type="checkbox"/> Not for Profit Community groups member donation
<input checked="" type="checkbox"/> Equipment Purchase Grant	<input type="checkbox"/> Not for Profit Community Organisation Utilities Financial Assistance Donation
<input type="checkbox"/> Youth Leadership Development Sponsorship Grant	

1. BRIEF DESCRIPTION OF PROJECT/EVENT:

Equipment Purchase: Speaker for use during training, game days and social events (after games and end of season award presentations) for Juniors and Seniors.

2. WHAT WILL THE COMMUNITY CHEST FUNDS BE USED FOR?

Equipment purchase: JBL Speaker

3. HOW WILL YOUR PROJECT/EVENT BENEFIT THE BROOKTON COMMUNITY?

The speaker will be used at training for coaching and fitness purposes. As music is very motivating, it will also be used on game days pre-game and post-game for player and spectator enjoyment. The speaker will also have ability to use a microphone, so could be used for announcements and events with a crowd, in particular end-of-season award presentations. It will be used by both Junior and Senior teams. Belonging to a club, being a member of a team is important in our small community, especially where exercise and healthy relationships are encouraged and supported. Having a speaker at training and games will provide a fun, and healthy environment for all.

4. HOW DOES THIS PROJECT/EVENT ALIGN TO THE BROOKTON15

10. All age wellbeing - 10.1 Sport and & Recreation action program. Encouragement of sport and club participation in the Brookton community to build a community's health and wellbeing - physically, mentally, and socially.

8. Volunteer engagement - 8.1 Volunteer support project. Support sporting club committees that are active in fundraising for their clubs to: develop skills in juniors and seniors, increase memberships in their clubs and playing numbers, and increase access to, and improvement of, sporting facilities.

7. Connected BROOKTON - 7.3 Community connectiveness program. All BROOKTON community members have been provided an opportunity to be involved.

5. HOW WILL THE PROJECT/EVENT BE ADVERTISED AND PROMOTED?

Sporting club notes in the Brookton Telegraph and posting on the Brookton Hockey Facebook page. Also, at the next home game - use of the Shire of Brookton flags with the speaker in use.

6. ACKNOWLEDGEMENT OF SHIRE OF BROOKTON SPONSORSHIP

It is a requirement of funding that the words "Sponsored by the Shire of Brookton" and the Shire's logo be displayed at your project/event.

Please advise the ways you will be able to acknowledge the Shire of Brookton's sponsorship:

- ☒ Display "Shire of Brookton" Logo: on your website and posters, in newspaper advertisements, on event signage, programs and flyers.
- ☒ Display the "Shire of Brookton" flag or banner at your event if possible. (Available from the Shire).
- ☒ Verbal announcements at the project/event.
- ☐ Other.

INCOME	\$	EXPENDITURE	\$
Applicant's cash contributions	\$174.50	Materials	\$349.00
Sponsorship	Click or tap here to enter text.	Labour	Click or tap here to enter text.
Donations in cash	Click or tap here to enter text.	Hire of Equipment	Click or tap here to enter text.
Other grants	Click or tap here to enter text.	Office/Administration	Click or tap here to enter text.
Catering Sales	Click or tap here to enter text.	Venue hire	Click or tap here to enter text.
Fees and Charges e.g. stalls	Click or tap here to enter text.	Advertising	Click or tap here to enter text.
Gate/Door entry fees	Click or tap here to enter text.	Catering Costs	Click or tap here to enter text.
		Entertainment	Click or tap here to enter text.
Other Income (Please List)		Other Expenditure (Please List)	
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Total of Community Chest Funds requested in cash*	\$174.50		
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Total of Community Chest Funds requested in-kind (e.g. Town Hall hire fee waived if applicable/required)			
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
TOTAL INCOME	\$349.00	TOTAL EXPENDITURE	\$349.00

YOUR INCOME MUST EQUAL YOUR EXPENDITURE

PLEASE INCLUDE SUPPORTING DOCUMENTATION (letters of support, quotes etc)

JB Hi-Fi \$349.00



JBL

JBL Party Box Encore Essential Portable Bluetooth Speaker

★★★★★ 4.6 (99) [Write a review](#)

MODEL: 546B770 - SKU: 597796

\$349

[Afterpay](#)

[Zip](#)

[PayPal](#)



[Log in](#) to see if you have coupons.

Add to cart



7. HAS YOUR ORGANISATION RECEIVED COMMUNITY CHEST FUNDING IN THE PREVIOUS FINANCIAL YEAR ☒ YES ☐ NO

HAS THE ACQUITTAL PROCESS BEEN COMPLETED? ☒ YES ☐ NO

IF YES, WHAT WAS THE AMOUNT AND WHAT WAS THE FUNDING FOR?

April 2024 - \$294.50 for a goalie helmet.

8. PLEASE LIST BELOW ANY IN-KIND CONTRIBUTIONS IF APPLICABLE (e.g. volunteer or donated labour, materials etc.) HOWEVER, DO NOT INCLUDE IN YOUR BUDGET ABOVE.

Click or tap here to enter text.

9. FUNDING CONDITIONS:


- I. The grant funds will be expended on the agreed project only.
- II. The Shire of Brookton's support of the project will be acknowledged in any advertising or promotional activities related to the project.
- III. Two invitations will be sent to the Shire of Brookton for your event or project.
- IV. The project will conform to all relevant Bylaws and Acts in force at the time.
- V. Any unexpended grant funds will be returned to the Shire of Brookton.
- VI. The funds must be expended and acquitted by 30th June of the financial year in which they are received.
- VII. Invoices and receipts for the expenditure of the Community Chest funds must be provided to Council within three months of the completion of your project/event along with a brief report on your event or project which includes copies of any advertisements, posters, programmes or newspaper coverage.

PLEASE ENSURE YOU HAVE READ THE ABOVE GRANT CONDITIONS BEFORE SIGNING BELOW:

Our organisation agrees to comply with the funding conditions set out above. I declare that I have been authorised to prepare and submit this application, and that the information presented is correct to the best of my knowledge. I understand that if Council approves the application, we will abide by the funding conditions set out above.

PRINT NAME: Holly Bassett

POSITION: President

SIGNATURE: 

DATE: 22/05/2025

14.06.25.03 BUDGET AMENDMENT – CASH BACKED RESERVE MOVEMENTS AND EXPENDITURE 2024/2025

File No:	FIN006
Date of Meeting:	19 June 2025
Location/Address:	Shire of Brookton
Name of Applicant:	N/A
Name of Owner:	N/A
Author/s:	Deanne Sweeney – Manager Corporate and Community
Authorising Officer:	Deanne Sweeney – Manager Corporate and Community
Declaration of Interest:	The author and authorising officer have no interest in this matter
Voting Requirements:	Absolute Majority
Previous Report:	N/A

Summary of Report:

Council is to consider amended transfers from reserves from those budgeted after reductions in capital expenditure in the period 1 July 2024 to 30 June 2025.

Description of Proposal:

A review of Council's Cash Backed Reserves movements has been completed prior to the end of the 2024/25 Financial Year. This review has identified amendments in the budgeted transfers to reserves, this is due to updated project expenditure and revenue.

A summary of these amendments have been detailed below for Council's review.

Description	Reduction in Transfer	Reserve	Comments
Tour Brookton Caravan Park	3,280	Furniture & Equipment	Replacement expenditure was below budget - Brookton Caravan Park Replacement Program
PW-OH General Operating Expenses	5,000	Furniture & Equipment	Replacement expenditure was below budget - Admin & Depot Equipment & Furniture Replacement Program
Purchase Plant & Equipment	2,520	Furniture & Equipment	Replacement expenditure was below budget - Brookton Aquatic Centre Equipment & Furniture Replacement Program
Admin General Operating Expenses	40,000	Plant & Equipment	Fit out for CESM vehicle was funded from reserves in original budget—requires reclassification to municipal funds
Railway Station Building Refurbishment	1,517,700	Innovations & Development	Railway Station Refurbishment - Minimal progress in 2024/25 project deferred 2025/26
Land For Brookton Commercial/Industrial Hub	500,000	Innovations & Development	Purchase of land for Brookton Commercial/Industrial Hub - Yeo Road - Project not being completed 24/25
Brookton Wastewater (Effluent) Oxidation Pond - Desludging	157,047	Sewerage Reserve	Desludging Program - Brookton Wastewater (Effluent) Oxidation Pond located C/F 25/26

Description	Reduction in Transfer	Reserve	Comments
Purchase Additional Residential Land - Stock	45,000	Building & Facility	Purchase additional vacant residential land stock C/F 25/26
Memorial Hall Renewals	735,642	Building & Facility	Brookton Memorial Hall Stage 2- Drainage upgrade & foundation Repairs C/f 25/26 to be included with the CRC relocation project
East Brookton BFB Shed	55,000	Building & Facility	Balance of earthworks C/F 25/26
Storm Operating Rural Roads March 23 - DR FAWA	225,000	Infrastructure	DR FAWA - Council Contribution works C/F to 25/26
TOTAL	3,286,189		

A current Statement of Reserve Movements for the Period 1 July 2024 To 30 June 2025 is included at Attachment 14.06.25.02A.

Background: Nil

Consultation: Nil.

Statutory Environment:

Local Government Act 1995

Section 6.2 – Local government to prepare annual budget

Relevant Plans and Policy: Nil.

Financial Implications:

There is no net financial impact to the 2024/25 Budget as the reduced transfers from reserves is balanced by reduced expenditure.

Risk Assessment:

The risk in relation to this matter is assessed as 'Low'.

Consequence	Insignificant	Minor	Moderate	Major	Extreme
Likelihood					
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 Strategic Community Plan – June 2032, duly appended to the BROOKTON Corporate Business Plan July 2022 to June 2032.

Comment:

Conducting the review ensures Council is aware of any proposed revenue or expenditure which varies from that in the approved budget.

This agenda item ensures transparency and accountability, aligning with best practices for financial management.

OFFICER'S RECOMMENDATION

That Council:

1. approve the reduced transfers to the adopted 2024/25 Budget totalling 3,286,189 including:

2. Adopt the following 2024/25 Budget amendments:

<i>a.</i>	<i>E132010</i>	<i>Tour Brookton Caravan Park</i>	<i>3,280</i>
<i>b.</i>	<i>E142020</i>	<i>PW-OH General Operating Expenses</i>	<i>5,000</i>
<i>c.</i>	<i>E112530</i>	<i>Purchase Plant & Equipment</i>	<i>2,520</i>
<i>d.</i>	<i>I033550.230</i>	<i>Furniture & Equipment Reserve</i>	<i>(10,800)</i>
<i>e.</i>	<i>E042020</i>	<i>Admin General Operating Expenses</i>	<i>40,000</i>
<i>f.</i>	<i>I033550.230</i>	<i>Plant & Equipment Reserve</i>	<i>(40,000)0</i>
<i>g.</i>	<i>RWSTCAP</i>	<i>Railway Station Building Refurbishment</i>	<i>1,517,700</i>
<i>h.</i>	<i>INDLCAP</i>	<i>Land For Brookton Commercial/Industrial Hub</i>	<i>500,000</i>
<i>i.</i>	<i>I033550.230</i>	<i>Innovations & Development Reserve</i>	<i>(2,017,700)</i>
<i>j.</i>	<i>SEWEDS</i>	<i>Brookton Wastewater (Effluent) Oxidation Pond - Desludging</i>	<i>157,047</i>
<i>k.</i>	<i>I033550.230</i>	<i>Sewerage Reserve</i>	<i>(157,047)</i>
<i>l.</i>	<i>RLANDCAP</i>	<i>Purchase Additional Residential Land - Stock</i>	<i>45,000</i>
<i>m.</i>	<i>MHALLSFC</i>	<i>Memorial Hall Renewals</i>	<i>735,642</i>
<i>n.</i>	<i>EBSHEDCAP</i>	<i>East Brookton BFB Shed</i>	<i>55,000</i>
<i>o.</i>	<i>I033550.230</i>	<i>Building & Facility Reserve</i>	<i>(835,642)</i>
<i>p.</i>	<i>STRROP</i>	<i>Storm Operating Rural Roads March 23 – DR FAWA</i>	<i>225,000</i>
<i>q.</i>	<i>I033550.230</i>	<i>Infrastructure Reserve</i>	<i>(225,000)</i>

(Absolute majority required)

Attachments

Attachment 14.06.25.03A – Statement of Reserve Movements 24-25.

SHIRE OF BROOKTON

STATEMENT OF RESERVE MOVEMENTS FOR THE PERIOD 1 JULY 2023 TO 30 JUNE 2024

	Account Number	Reserve											Total Reserves
		Leave	Plant & Vehicle	Furniture & Equipment	Sewerage	Madison Square Units	Brookton Community Resource Centre Fund	Building & Facility Fund	Infrastructure Fund	Waste Fund	Aged Housing Fund	Innovations & Development Fund	
Opening Balance - 1/7/23		152,717	616,660	115,326	518,155	33,945	231,318	5,371,134	563,091	733,151	417,078	3,128,088	11,880,663
Additions To Reserves													
Reserve Interest Received Allocated to Reserves	E033551	8,947	36,126	6,756	30,355	1,989	13,551	314,656	32,987	42,950	24,434	183,252	696,003
Transfer to Leave Reserve - General Allocation	E033550	0											0
Transfer to Plant and Vehicle Reserve - General Allocation	E033550		625,000										625,000
Transfer to Furniture & Equipment Reserve - General Allocation	E033550			113,016									113,016
Transfer to Sewerage Scheme Reserve - General Allocation	E033550				19,625								19,625
Transfer to Madison Square Units Reserve - General Allocation	E033550					297							297
Transfer to Brookton Community Resource Centre Reserve - General Allocation	E033550						0						0
Transfer to Building and Facility Reserve - General Allocation	E033550							414,007					414,007
Transfer to Infrastructure Reserve - General Allocation	E033550								0				0
Transfer to Waste Reserve - General Allocation	E033550									30,596			30,596
Transfer to Aged Housing - General Allocation	E033550										25,866		25,866
Transfer to Innovations & Development Reserve - General Allocation	E033550											0	0
Total Additions to Reserves		8,947	661,126	119,772	49,980	2,286	13,551	728,663	32,987	73,546	50,300	183,252	1,924,410
Reserves Utilised													
Transfer from Leave Reserve	I033550	0											0
Transfer from Plant and Vehicle Reserve	I033550		660,000										660,000
Transfer from Furniture & Equipment Reserve	I033550			92,216									92,216
Transfer from Sewerage Scheme Reserve	I033550				40,598								40,598
Transfer from Madison Square Units Reserve	I033550					0							0
Transfer from Brookton Community Resource Centre Reserve	I033550						0						0
Transfer from Building and Facility Reserve	I033550							170,810					170,810
Transfer from Infrastructure Reserve	I033550								130,916				130,916
Transfer from Waste Reserve	I033550									0			0
Transfer from Aged Housing Reserve	I033550										0		0
Transfer from Innovations & Development Reserve	I033550											25,000	25,000
Total Reserves Utilised		0	660,000	92,216	40,598	0	0	170,810	130,916	0	0	25,000	1,119,540
Closing Reserve Balances		161,664	617,786	142,882	527,537	36,231	244,869	5,928,987	465,162	806,697	467,378	3,286,340	12,685,533
Total Reserves 30/06/24													12,685,533

14.06.25.04 BUDGET AMENDMENT – EAST AND WEST BROOKTON FIRE SHEDS

File No:	FIN006
Date of Meeting:	19 June 2025
Location/Address:	Shire of Brookton
Name of Applicant:	N/A
Name of Owner:	N/A
Author/s:	Deanne Sweeney – Manager Corporate and Community
Authorising Officer:	Deanne Sweeney – Manager Corporate and Community
Declaration of Interest:	The author and authorising officer have no interest in this matter
Voting Requirements:	Absolute Majority
Previous Report:	N/A

Summary of Report:

This report seeks council approval for a 2024/25 budget amendment to reallocate funds from Land and Buildings for the purchase of furniture and equipment for the East and West Brookton Fire Brigade Sheds, and to correct a previous budget review entry that allocated funds from EBSHEDCAP incorrectly.

Description of Proposal:

The 2024/2025 budget was approved by Council on 18 July 2024. Subsequent notification from Department of Fire and Emergency Services (DFES) confirmed that the total funding also includes the fit-out of the sheds, which requires a transfer of funds from EBSHEDCAP.500 to the Furniture and Equipment account E054520.501.

GL Account Code	Description	Increase (Decrease)	Comments
EBSHEDCAP.500	East Brookton BFB Shed	(27,233)	Correction of Budget Review - Reduce Land & Building and transfer to Furniture & Equipment fit-out West Brookton BFB - Appliance Bay Facility and Amenities Shed
WBSHEDCAP.500	West Brookton BFB - Appliance Bay Facility And Amenities (Shed)	27,233	Correction of Budget Review - Reduce Land & Building and transfer to Furniture & Equipment fit-out West Brookton BFB - Appliance Bay Facility and Amenities Shed
EBSHEDCAP.500	East Brookton B Shed	12,000	Reduce Land & Building and transfer to Furniture & Equipment fit-out East Brookton BFB Shed
E054520.501	Purchase Furniture & Equipment Gen	(12,000)	Reduce Land & Building and transfer to Furniture & Equipment fit-out East Brookton BFB Shed
		0	

Background: Nil

Consultation: Nil.

Statutory Environment:

Local Government Act 1995

Section 6.2 – Local government to prepare annual budget

Relevant Plans and Policy: Nil.

Financial Implications:

There are no financial impacts relating to the 2024/25 budget, as it involves only internal account reallocations.

Risk Assessment:

The risk in relation to this matter is assessed as '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:

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

Comment:

The reallocation of the funds has no impact on the overall budget and can take place with the existing 2024/25 budget, maintaining an adopted balanced budget.

OFFICER'S RECOMMENDATION

That Council adopt the following 2024/25 Budget amendments:

1.	<i>EBSHEDCAP.500</i>	<i>East Brookton BFB Shed</i>	<i>(27,233)</i>
2.	<i>WBSHEDCAP.500</i>	<i>West Brookton BFB - (Shed)</i>	<i>27,233</i>
3.	<i>EBSHEDCAP.500</i>	<i>East Brookton B Shed</i>	<i>12,000</i>
4.	<i>E054520.501</i>	<i>Purchase Furniture & Equipment Gen</i>	<i>(12,000)</i>

(Absolute majority required)

**14.06.25.05 COMMUNITY CHEST FUNDING APPLICATION – COMMUNITY DONATIONS–
BROOKTON AND DISTRICTS HISTORICAL SOCIETY**

File No:	FIN008D
Date of Meeting:	19 June 2025
Location/Address:	N/A
Name of Applicant:	Brookton and Districts Historical Society
Name of Owner:	N/A
Author/s:	Deanne Sweeney – Manager Corporate & Community
Authorising Officer:	Deanne Sweeney – Manager Corporate & Community
Declaration of Interest:	The author and authorising officer do not have an interest in this item
Voting Requirements:	Simple Majority
Previous Report:	Nil

Summary of Report:

Council is to consider the application made by Brookton and Districts Historical Society for the Community Chest Funding under Policy 2.33 – Community Donations – Not for Profit Community Organisation Assistance Donation.

Description of Proposal:

Brookton and Districts Historical Society is seeking Council's consideration for a grant of \$1,000 (GST Exclusive) under the Community Chest Fund to fund insurance costs for the period 1 April 2025 to 1 April 2026.

Supporting the museum's insurance costs through the Community Chest Fund ensures it is accessible to both the community and visiting tourists, while safeguarding its collections. This support reduces financial pressure, allowing volunteers to focus on preserving local history and enriching community life.

The Community Chest Fund Application form included at Attachment 14.06.25.05A.

Background:

Brookton and Districts Historical Society preserves Brookton's local heritage, supports education and strengthens community pride and connections.

Consultation:

There has been no consultation regarding this matter.

Statutory Environment: Nil.

Relevant Plans and Policy:

Policy 2.33 – Community Funding and Donations applies, with assessment against the relevant selection criteria detailed below:

Funding Category	Funding Amount	Guidelines
Not for Profit Community Organisation Assistance Donation	Maximum \$1,000 per annum for an incorporated organisation	<ul style="list-style-type: none"> As annual donation toward offsetting the cost of Shire rates, building utilities (gas, electricity, water), and / or insurance costs incurred by the organisation who own and occupy their own building within the Shire of Brookton. Satisfactory evidence of such costs being incurred by the organisation in the same financial year must be produced. The utilities must be in the name of the organisation seeking the donation. The organisation must demonstrate financial need for such support.

Financial Implications:

The Community Chest was set at \$20,000 and a maximum of \$1,000 per financial year for the support of the Not for Profit Community Organisation Assistance Donation.

An amount of \$8,000 has been expended from the Community Chest Fund this financial year, with an additional \$174.50 recommended for approval at this meeting. This leaves a remaining balance of \$11,825.50.

Risk Assessment:

The risk in relation to this matter is assessed as “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:

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

Comment:

On assessment the application is consistent with the policy’s intent as stated in Council Policy 2.33 – Community Funding and Donations – Community Donations – Not for Profit Community Organisation Assistance Donation. While the policy refers to owned and occupied properties,

the museum though only occupying, provides a valuable community service, and this support strengthens a vital local group. It is recommended Council endorse the grant of \$1,000 (GST Exclusive) from the Community Chest Fund.

OFFICER'S RECOMMENDATION

That Council in relation to the application from Brookton and Districts Historical Society under Council Policy 2.33 – Community Funding and Donations grant approval for \$1,000 (GST Exclusive) Community Donations from the Community Chest Fund to be used for insurance expenditure.

Attachments

Attachment 14.06.25.05A – Historical Society Community Chest Fund Application Form.



Community Chest Fund Application Form

Post your completed application to:

PO Box 42, Brookton, WA 6306

Or deliver to:

Shire of Brookton, 14 White Street, Brookton

Alternatively email your application to: mail@Brookton.wa.gov.au

Community Chest Fund

Application Form

Before completing the application form: Please ensure you have read the Shire of Brookton Community Funding and Donations Policy and that your application meets the criteria outlined in the funding category.

NAME OF ORGANISATION: **Brookton & Districts Historical Society**

CONTACT PERSON: **Katrina Crute**

POSITION: **Secretary/ Treasurer**

POSTAL ADDRESS: **PO Box 125 Brookton WA 6306**

PHONE: **0439373282** MOBILE:

EMAIL: **treasurer@brooktonmuseum.org.au**

ORGANISATION'S ABN: **39634285971**

REGISTERED FOR GST? ☒ YES ☐ NO IS YOUR ORGANISATION INCORPORATED ☒ YES ☐ NO

NAME OF PROJECT OR EVENT: **2025 Insurance Costs**

ESTIMATED START DATE: ESTIMATED COMPLETION DATE:

REQUESTED COMMUNITY CHEST FUNDS:

<p>Please tick which funding category you are applying for Please review the Community Funding and Donations Policy on the Shire of Brookton's website www.brookton.wa.gov.au for comprehensive grant guidelines.</p>	
<p>Annual Grants</p> <p><input type="checkbox"/> Community & Strategic Partnership Grants</p> <p><input type="checkbox"/> Community Support Grants</p> <p><input type="checkbox"/> Equipment Purchase Grant</p> <p><input type="checkbox"/> Youth Leadership Development Sponsorship Grant</p>	<p>Community Donations</p> <p><input type="checkbox"/> Individual Donation</p> <p><input type="checkbox"/> Not for Profit Community groups member donation</p> <p><input checked="" type="checkbox"/> Not for Profit Community Organisation Utilities Financial Assistance Donation</p>

1. BRIEF DESCRIPTION OF PROJECT/EVENT:

Assistance towards the cost of insurance for the Historical Society Collection & Contents

2. WHAT WILL THE COMMUNITY CHEST FUNDS BE USED FOR?

As above

3. HOW WILL YOUR PROJECT/EVENT BENEFIT THE BROOKTON COMMUNITY?

Reduces the financial impact on the historical society, and helps assist with elevating fundraising fatigue

4. HOW DOES THIS PROJECT/EVENT ALIGN TO THE BROOKTON15

5. HOW WILL THE PROJECT/EVENT BE ADVERTISED AND PROMOTED?

We thank the Shire of Brookton through our usual social media campaign

6. ACKNOWLEDGEMENT OF SHIRE OF BROOKTON SPONSORSHIP

It is a requirement of funding that the words "Sponsored by the Shire of Brookton" and the Shire's logo be displayed at your project/event.

Please advise the ways you will be able to acknowledge the Shire of Brookton's sponsorship:

- ☒ Display "Shire of Brookton" Logo: on your website and posters, in newspaper advertisements, on event signage, programs and flyers.
- ☐ Display the "Shire of Brookton" flag or banner at your event if possible. (Available from the Shire).
- ☒ Verbal announcements at the project/event.
- ☐ Other.

INCOME	\$	EXPENDITURE	\$
Applicant's cash contributions	105.43	Materials	
Sponsorship		Labour	
Donations in cash		Hire of Equipment	
Other grants		Office/Administration	
Catering Sales		Venue hire	
Fees and Charges e.g. stalls		Advertising	
Gate/Door entry fees		Catering Costs	
		Entertainment	
Other Income (Please List)		Other Expenditure (Please List)	
		Insurance Costs	1105.43
Total of Community Chest Funds requested in cash*	1000		
Total of Community Chest Funds requested in-kind (e.g. Town Hall hire fee waived if applicable/required)			
TOTAL INCOME	1105.43	TOTAL EXPENDITURE	1105.43

YOUR INCOME MUST EQUAL YOUR EXPENDITURE

PLEASE INCLUDE SUPPORTING DOCUMENTATION (letters of support, quotes etc)

7. HAS YOUR ORGANISATION RECEIVED COMMUNITY CHEST FUNDING IN THE PREVIOUS FINANCIAL YEAR ☒ Yes ☐ No

HAS THE ACQUITTAL PROCESS BEEN COMPLETED? ☒ Yes ☐ No
IF YES, WHAT WAS THE AMOUNT AND WHAT WAS THE FUNDING FOR?

5591.01

8. PLEASE LIST BELOW ANY IN-KIND CONTRIBUTIONS IF APPLICABLE (e.g. volunteer or donated labour, materials etc.) HOWEVER, DO NOT INCLUDE IN YOUR BUDGET ABOVE.

9. FUNDING CONDITIONS:

- I. The grant funds will be expended on the agreed project only.
- II. The Shire of Brookton's support of the project will be acknowledged in any advertising or promotional activities related to the project.
- III. Two invitations will be sent to the Shire of Brookton for your event or project.
- IV. The project will conform to all relevant Bylaws and Acts in force at the time.
- V. Any unexpended grant funds will be returned to the Shire of Brookton.
- VI. The funds must be expended and acquitted by 30th June of the financial year in which they are received.
- VII. Invoices and receipts for the expenditure of the Community Chest funds must be provided to Council within three months of the completion of your project/event along with a brief report on your event or project which includes copies of any advertisements, posters, programmes or newspaper coverage.

PLEASE ENSURE YOU HAVE READ THE ABOVE GRANT CONDITIONS BEFORE SIGNING BELOW:

Our organisation agrees to comply with the funding conditions set out above. I declare that I have been authorised to prepare and submit this application, and that the information presented is correct to the best of my knowledge. I understand that if Council approves the application, we will abide by the funding conditions set out above.

PRINT NAME: Katrina Crute

POSITION: Secretary/ Treasurer

SIGNATURE: Katrina Crute Digitally signed by Katrina Crute
Date: 2025.06.06 08:18:44 +08'00' DATE: 06/06/2025



Royal Historical Society of Victoria Inc

100% Australian owned
 100% Australian controlled
 100% Australian owned and controlled
 see www.rhsv.org.au

A.B.N. 36 520 875 471

Tax Invoice

Invoice No.: 71875

Date: 16/03/2025

Bill To:

Brookton and Districts Historical Society

DESCRIPTION	AMOUNT	CODE
Public Liability 2025-2026 Base Premium RHSV group insurance scheme 1 April 2025 - 1 April 2026	\$143.00	GST
Public Liability Stamp duty on premium (GST free)	\$14.30	N-T
Public Liability Underwriting fee	\$11.00	GST
Public Liability Broker's fee	\$8.80	GST
Group Insurance admin fee	\$202.42	GST
Membership Digital 1 year from 1 July 2025 - 1 July 2026	\$90.00	GST
Assets Insurance to cover \$60,000 RHSV Group insurance scheme 1 April 2025 - 1 April 2026 for 2 Grosvenor Street, Brookton WA	\$556.60	GST
Assets Insurance Stamp Duty on Premium (GST free)	\$55.66	N-T
Assets Insurance Fire Service Levy (only applicable in Tasmania)		GST
Assets Insurance Underwriting Fee	\$17.60	GST
Assets Insurance Brokers Fee	\$6.05	GST

Payment by bank transfer to:
 BSB 013 040
 A/c 3475 70336

Your Order No:		Customer ABN:		Freight:	\$0.00 GST
		Terms: Net 30		GST:	\$94.13
Code	Rate	GST	Sale Amount	Total Inc GST:	\$1,105.43
GST	10%	\$94.13	\$941.34	Amount Applied:	\$0.00
N-T	0%	\$0.00	\$69.96		
				Balance Due:	\$1,105.43

17/3/25
 #640691647
 Page 1 of 1



2 April 2025

Certificate of Currency - General Liability

NAMED INSURED:	All affiliated Named member Historical Societies that have elected to arrange insurance under the Royal Historical Society of Victoria insurance program		
INSURED MEMBER:	Brookton & Districts Historical Society		
INTERESTED PARTIES:			
POLICY NUMBER:	DOREEN000001		
PERIOD OF INSURANCE:	From 4:00 pm on 01 Apr 2025 to 4:00 pm on 01 Apr 2026		
LIMIT OF INDEMNITY:	Public Liability		\$20,000,000
	In respect of any one occurrence during the period of insurance.		
	Products Liability		\$20,000,000
	In respect of all claims during the period of insurance and in the aggregate.		
SUBLIMITS:	Property in your Physical or Legal Control		\$250,000
	Any one occurrence and in the aggregate.		
	Claims Preparation Costs.		\$50,000
GEOGRAPHICAL LIMITS:	Worldwide excluding North America.		
ISSUED BY:	Community Underwriting on behalf of Berkley Insurance Company Trading as Berkley Insurance Australia		

Sarogini Millott
Chief Underwriting Officer

14.06.25.06 SHIRE OF BROOKTON DRAFT 2025/26 FEES AND CHARGES

File No:	FIN006C
Date of Meeting:	19 June 2025
Location/Address:	14 White Street, Brookton WA 6306
Name of Applicant:	N/A
Name of Owner:	N/A
Author/s:	Charlotte Cooke – Senior Finance Officer
Authorising Officer:	Deanne Sweeney – Manager Corporate and Community
Declaration of Interest:	The author and authorising officer do not have an interest in this item.
Voting Requirements:	Absolute Majority
Previous Report:	N/A

Summary of Item:

Council is to consider the Shire of Brookton 2025/26 Draft Fees & Charges.

Description of Proposal:

Staff have completed a review of Annual Fees and Charges on the premise of a 3.50% (rounded) increase of fees and charges, which is consistent with the Shire of Brookton Strategic Resource Plan assumptions.

Some fees and charges are set by legislation and have been identified in the fees and charges as being charges levied by statute. The Shire of Brookton has no control over the amounts charged when fees are set by legislation.

New Fees and Charges proposed for Council adoption in 2025/26 include:

Fee/Charge	Comment	Fee GST Inc.
SCHEDULE 10 - COMMUNITY AMENITIES		
Printing of Building/ Planning documents outside of current application		As per CRC Charges
Additional Stone Monument on grave		\$106.00
Niche Wall Memorial plaque only (no internment)		\$110.00
SCHEDULE 11 - RECREATION AND CULTURE		
Clean/Damage Cost Recovery		At cost plus 15% admin fee
Specialist service fee for gym access - Annual		\$10.00
SCHEDULE 13 - ECONOMIC SERVICES		
Vending machine confectionary & beverage items		Cost plus up to 150%
Telegraph Colour advertising - Half page		\$39.00
Telegraph Monthly Business Promotion	Local business selected at random by CRC to feature in the first edition of the telegraph each month - Colour A4	No Fee
ANZAC Day feature article Order of Service & address	B&W Max of 6 pages Annually	No Fee
Bulk printing discount	50 pages + (applicable to both A4 & A3)	25% Discount
CRC Individual personal membership	Annual Digital Telegraph Subscription, 10% discount Brookton CRC Fees and Charges & exclusive membership events	\$5.00

Deleted Fees and charges are as follows:

Fee/Charge	Comment	Fee GST Inc.
SCHEDULE 14 - OTHER PROPERTY AND SERVICES		
Gravel (compacted & removed from property)	Now covered in Policy 4.13	\$2.00
Sand	Now covered in Policy 4.13	\$1.50
Clay	Now covered in Policy 4.13	\$1.20

Background:

Most Shire of Brookton fees and charges are levied on a cost recovery basis. In the past the Shire of Brookton has subsidised the use of community facilities by local community and sporting groups in recognition of the overall benefit to the community that the group provides through use of the facility.

Consultation:

Consultation has occurred between relevant staff members, Chief Executive Officer, Acting Manager Infrastructure Works, Senior Finance Officer and Manager Corporate & Community.

Statutory Environment:

Pursuant to sections 6.16 and 6.17 of the *Local Government Act 1995*, the fees and charges may be determined through an absolute majority decision of Council.

6.16. Imposition of fees and charges

- (1) A local government may impose* and recover a fee or charge for any goods or service it provides or proposes to provide, other than a service for which a service charge is imposed.

* Absolute majority required.

- (2) A fee or charge may be imposed for the following —
- (a) providing the use of, or allowing admission to, any property or facility wholly or partly owned, controlled, managed or maintained by the local government;
 - (b) supplying a service or carrying out work at the request of a person;
 - (c) subject to section 5.94, providing information from local government records;
 - (d) receiving an application for approval, granting an approval, making an inspection and issuing a license, permit, authorisation or certificate;
 - (e) supplying goods;
 - (f) such other service as may be prescribed.
- (3) Fees and charges are to be imposed when adopting the annual budget but may be —
- (a) imposed* during a financial year; and
 - (b) amended* from time to time during a financial year.

* Absolute majority required.

6.17. Setting level of fees and charges

- (1) In determining the amount of a fee or charge for a service or for goods a local government is required to take into consideration the following factors —
- (a) the cost to the local government of providing the service or goods; and
 - (b) the importance of the service or goods to the community; and
 - (c) the price at which the service or goods could be provided by an alternative provider.
- (2) A higher fee or charge or additional fee or charge may be imposed for an expedited

- service or supply of goods if it is requested that the service or goods be provided urgently.
- (3) The basis for determining a fee or charge is not to be limited to the cost of providing the service or goods other than a service —
- (a) under section 5.96; or
 - (b) under section 6.16(2)(d); or
 - (c) prescribed under section 6.16(2)(f), where the regulation prescribing the service also specifies that such a limit is to apply to the fee or charge for the service.
- (4) Regulations may —
- (a) prohibit the imposition of a fee or charge in prescribed circumstances; or
 - (b) limit the amount of a fee or charge in prescribed circumstances.

The recommendation that follows is consistent with the legislation requirements.

Relevant Plans and Policy:

Council Policy “2.41 – Integrated Planning and Reporting (IPR) and Annual Budget Preparation” is relevant to this report.

Financial Implications:

There are no known financial implications upon either the council’s current budget or Strategic Community Plan.

Risk Assessment:

The risk in relation to this matter is assessed as “Low” on the basis that if Council does not accept the 2025/26 Draft Fees and Charges, the organisation will have reduced income.

Consequence Likelihood	Insignificant	Minor	Moderate	Major	Extreme
Almost	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 Strategic Community Plan – June 2032, duly appended to the BROOKTON Corporate Business Plan July 2022 to June 2032.

Comment:

It is appropriate that Council gives consideration to the draft fees and charges for 2025/26 to allow the 2025/26 draft budget to be prepared.

OFFICER'S RECOMMENDATION

That Council, pursuant to sections 6.16 and 6.17 of the Local Government Act 1995, endorses the 2025/26 schedule of annual Fees and Charges as contained in Attachment 14.06.25.06A, noting the relevant legislative fees and charges may be amended upon gazettal.

(Absolute majority vote required)

Attachments

Attachment 14.06.25.06A– 2025/26 Fees and Charges.

Account Code	Statutory/ Council	Particulars	Unit	2025/26	GST	2025/26
SCHEDULE 04 - GOVERNANCE						
PHOTOCOPYING FEES						
		Statutory Documents No GST				
		Other Charges Incl GST				
I114010.139	C	Photocopying	Per A4 Sheet (Strictly Library Use Only)			As per CRC Charges
OTHER ADMINISTRATION						
I042010.139	C	Lost Keys	Per Key	\$63.64	\$6.36	\$70.00
RATES & PROPERTY						
I031020.108	C	Rates Account Enquiry (Orders & Requisitions)	per enquiry		Exempt- D81	\$176.00
Added to Assessment	C	Rates Special Arrangement Administration Fee	per assessment		Exempt- D81	\$27.00
I031020.109	C	Debt Recovery - Debt Clearance Letter	per enquiry	\$57.27	5.73	\$63.00
I042010.139	C	Rate Book (Printed or Electronic) * Before purchase a statutory declaration must be made stating that it will not be copied, used for any commercial purpose, and/or provided to any other person	per roll	\$94.55	9.45	\$104.00
I031020.109	C	Certificate of Title Search Fee	per enquiry	Cost Recovery	GST Included	At Cost
FREEDOM OF INFORMATION ACT 1992 CHARGES						
		Statutory - Freedom of Information Regulations 1993 Sch 1				
I042010.139	S	Application Fee	Per application		Exempt- D81	\$30.00
I042010.139	S	Staff Time dealing with FOI application	Per Hour (pro rata)		Exempt- D81	\$30.00
I042010.139	S	Photocopying for FOI Applications	Per A4 page		Exempt- D81	\$0.20
I042010.139	S	Charge for delivery, packaging and postage	Per application		Exempt- D81	Actual Cost
	C	Council and Committee Meeting Agendas and Minutes	By email		N/A	No Charge
	C	Council and Committee Meeting Agendas and Minutes	Printed Copy		N/A	No Charge
SCHEDULE 05 - LAW, ORDER AND PUBLIC SAFETY						
Offences against the Bush fires Act (Bush Fire Act 1954)						
I051010.118	S	Infringement of Non-Compliant Firebreak		Exempt- D81		\$250.00
I051010.118	C	Installation of Fire Break	Cost Recovery	GST Included		Cost Recovery
I051010.118	C	Hazard Reduction Burns	Per Hour	\$184.55	\$18.45	\$203.00

Account Code	Statutory/ Council	Particulars	Unit	2025/26	GST	2025/26
ANIMAL CONTROL			All registrations expire on 31 October each year			
DOG REGISTRATION LICENSE FEES			No refund for death of dog for any time period			
		Statutory – Dog Act 1976 - Dog Regulations 2013	Registration after 31 May in any year, for that registration year			50% of fee payable
I052010.111	S	Unsterilised Dog	1 year	Exempt- D81		\$50.00
I052010.111	S		3 Year	Exempt- D81		\$120.00
I052010.111	S		For Life	Exempt- D81		\$250.00
I052010.111	S	Sterilised Dog	1 year	Exempt- D81		\$20.00
I052010.111	S		3 Year	Exempt- D81		\$42.50
I052010.111	S		For Life	Exempt- D81		\$100.00
I052010.111	S	Working Dogs (droving or caring for stock)	1 year, 3 years or For Life	Exempt- D82 81		25% (of the fee that would otherwise be payable) of Full Registration
I052010.111	S	Dog Registration Concessions: Pensioner Concession Card Holders - Half Fee		Exempt- D81		Entitled to a discount of 50% of registration fees
I052010.111	C	Dog Registration Concessions: Pensioner Concession Card Holders 25/26 Spay it Forward pet desexing program - Sterilised Dog	For Life	N/A		\$0.00
I052010.111	S	Application to keep more than 2 dogs		Exempt- D81		\$124.00
DOG IMPOUND FEES						
I052010.117	C	- seizure and impounding of dog		\$104.55	\$10.45	\$115.00
I052010.117	C	- maintenance of dog in pound	Per day of part thereof - weekday	\$43.64	\$4.36	\$48.00
I052010.117	C		Per day of part thereof - weekend	\$135.45	\$13.55	\$149.00
I052010.117	C	- destruction of dog		\$125.45	\$12.55	\$138.00
		(Dogs will not be released from the pound unless licence and pound fees paid)				
I052010.117	C	- Surrender of Dog				NIL
I052010.111	S	Kennel Fees (as per s27 of the Dog Act)	Per Establishment	Exempt- D81		\$200.00
I052010.117	S	Modified Penalties as per Shire of Brookton Dogs Local Law 2001	Penalties listed individually	Exempt- D81		

Account Code	Statutory/ Council	Particulars	Unit	2025/26	GST	2025/26
CAT REGISTRATION FEES			All Cats Must be Sterilised (except breeding cats) No refund for death of cat for any time period			
		Statutory - Cat Act 2011- Cat Regulations 2012	Registration after 31 May in any year, for that registration year			50% of fee payable
I052010.111	S	Cat - Sterilised	1 year	Exempt- D81		\$20.00
I052010.111	S		3 Year	Exempt- D81		\$42.50
I052010.111	S		For Life	Exempt- D81		\$100.00
I052010.111	S	Approval to Breed Cats	Per breeding cat (male or female)	Exempt- D81		\$100.00
		Cat Registrations: Pensioner (Holding concession card)	Entitled to a discount of 50% of registration fees			
I052010.111	C	Cat Registration Concessions: Pensioner Concession Card Holders 25/26 Spay it Forward pet desexing program - Sterilised Cat	For Life	Exempt- D81		\$0.00
I052010.111	S	Annual registration for approval or renewal or approval to breed cats (per cat)		Exempt- D81		\$100.00
SCHEDULE 07 - Health						
Statutory - Food Act 2008, Food Regulations 2009						
I072010.139	C	Food Business/Premises - Registration (Food Act s.140)	Per Registration	\$131.82	\$13.18	\$145.00
I072010.139	C	Food Business Notification Community Group or very low risk	One off fee	\$75.45	\$7.55	\$83.00
I072010.139	C	Food Inspections - Annual Fee	Annual Fee	\$117.27	\$11.73	\$129.00
I072010.139	C	Lodging House Registration Fee	Per Registration	\$208.18	\$20.82	\$229.00
I072010.139	C	Lodging House Inspection Fee	Annual Fee	\$127.27	\$12.73	\$140.00
I072010.139	C	Skin Penetration/Tattoo Establishment Registration Fees	Per Registration	\$264.55	\$26.45	\$291.00
I072010.139	C	Skin Penetration/Tattoo Establishment Annual Inspection Fees	Annual Fee	\$208.18	\$20.82	\$229.00
I072010.139	C	Piggery Registration Fee	Per Registration	\$264.55	\$26.45	\$291.00
I072010.139	C	Piggery Annual Inspection Fee	Annual Fee	\$208.18	\$20.82	\$229.00
I072010.139	C	Offensive Trade Registration Fee	Per Registration	\$316.36	\$31.64	\$348.00
I072010.139	C	Offensive Trade Annual Inspection Fee	Annual Fee	\$264.55	\$26.45	\$291.00
I072010.139	C	Street Trading Fee	Per Day	\$10.91	\$1.09	\$12.00
I072010.139	C	Street Trading Fee	Annual Fee	\$282.73	\$28.27	\$311.00
I072010.139	C	Private event fee	Per event	\$207.27	\$20.73	\$228.00
I072010.139	C	Health Service Fee	Quote or cost / hr	\$112.73	\$11.27	\$124.00
I072010.139	S	Septic Tank Inspection & Application fee	Per application	\$214.55	\$21.45	\$236.00

Account Code	Statutory/ Council	Particulars	Unit	2025/26	GST	2025/26
SCHEDULE 09 - Housing						
		Maximum set by Planning and Development Regulations 2009 (Part 7 - Local Government Planning Charges) Sch 2				
I091010.126	C	Private Rental of Shire Housing	Per Market Rental			Market Rental
SUNDRY DEBTORS	C	Building Maintenance Fee *	Per Hour Plus Materials @ Cost	\$95.45	\$9.55	\$105.00
		*(Private works for community groups, not for profit organisations and Shire service providers)				
SCHEDULE 10 - COMMUNITY AMENITIES						
TOWN PLANNING						
		Fees for planning services - refer to Planning and Development Regulations 2009				
I104010.129	S	Determination of Development Application	< or = \$49,999 value			\$147.00
I104010.129	S		>\$50,000 and < or = \$499,999			0.32% of estimated development cost
I104010.129	S		>\$500,000 and < or = \$2.49M	Exempt- D81		\$1,700.00 + 0.257% for every \$1 >\$500,001
I104010.129	S		>\$2.5M and <\$4.99M	Exempt- D81		\$7,161.00 + 0.206% for every \$1 >\$2.5M
I104010.129	S		>\$5M and < or = \$21.49M	Exempt- D81		\$12,633.00 + 0.123% for every \$1 >\$5M
I104010.129	S	Determination of Development Application where the development has commenced or been carried out		Exempt- D81		Applicable fee plus an additional penalty that is twice the applicable fee
I104010.129	S	Determination of an Extractive Industry Application		Exempt- D81		\$739.00
I104010.129	S	Determination of an Extractive Industry Application where the development has commenced or been carried out		Exempt- D81		Applicable fee plus an additional penalty that is twice the applicable fee
I104010.129	S	Provision of a Subdivision Clearance	< or = 5 lots	Exempt- D81		\$73.00 per lot
I104010.129			> 5 lots and < or = 195 lots	Exempt- D81		\$73.00 per lot for first 5 lots then \$35.00 per lot
I104010.129	S		> 195 lots	Exempt- D81		\$7393.00
I104010.129	S	Application for Approval of Home Occupation	Initial Fee	Exempt- D81		\$222.00
I104010.129	S		Renewal Fee	Exempt- D81		\$73.00
I104010.129	S	Application for Approval of Home Occupation where home occupation has commenced	Initial Fee	Exempt- D81		Applicable fee plus an additional penalty that is twice the applicable fee
I104010.129	S		Renewal Fee	Exempt- D81		Applicable fee plus an additional penalty that is twice the applicable fee
I104010.129	S	Application for Change of use or for change or continuation of a non-conforming use where development is not occurring		Exempt- D81		\$295.00

Account Code	Statutory/ Council	Particulars	Unit	2025/26	GST	2025/26
I104010.129	S	Application for Change of use or for change or continuation of a non-conforming use where development is not occurring, where change of use has commenced or been carried out		Exempt- D81		Applicable fee plus an additional penalty that is twice the applicable fee
I104010.129	S	Issue of Zoning Certificate		Exempt- D81		\$73.00
I104010.129	S	Reply to Property Settlement Questionnaire		Exempt- D81		\$73.00
I104010.129	S	Issue of Written Planning Advice		Exempt- D81		\$73.00
I104010.129	C	Local Planning scheme amendment proposals and structure plans	Basic	\$2794.55	\$279.45	\$3074.00
I104010.129	C		Standard	\$3622.73	\$362.27	\$3985.00
I104010.129	C		Complex	\$5692.73	\$569.27	\$6262.00
I104010.129	C	Extractive Industry Licence	Initial Application		Exempt- D81	\$543.00
I104010.129	C		Renewal Application		Exempt- D81	\$276.00
I104010.129	C		Annual Fee		Exempt- D81	\$141.00
I104010.129	C	Permanent Road Closure Process	Per Closure Process	\$269.09	\$26.91	\$296.00
I104010.129	C	Printing of Building/Planning documents outside of current application				As per CRC Charges
CEMETERY						
I105010.115	C	Funeral Director's Licence (Annual)			Exempt- D81	\$120.00
I105010.115	C	Single funeral permit			Exempt- D81	\$87.00
I105010.115	C	Application for Monumental Mason's Licence			Exempt- D81	\$87.00
I105010.115	C	Interment	Monday to Friday	\$1272.73	\$127.27	\$1400.00
I105010.115	C		Weekend/Public Holidays/RDOs	\$2272.73	\$227.27	\$2500.00
I105010.115	C	Re-opening Grave with a Headstone (over and above interment charge) Note: headstones & Monuments MUST be removed before grave re-opening.	Council will not remove headstones/monuments.	\$531.82	\$53.18	\$585.00
I105010.115	C	Interment of Ashes in Grave (over and above re-opening grave with headstone)		\$170.91	\$17.09	\$188.00
I105010.115	C	Purchase of Grant of Right of Burial	Valid for 25 years		Exempt- D81	\$188.00
I105010.115	C	Permission to Erect headstone		\$96.36	\$9.64	\$106.00
I105010.115	C	Additional Stone Monument on grave				\$106.00
I105010.115	C	Exhumation fee		\$531.82	\$53.18	\$585.00
I105010.115	C	Application for Pre-Need Grant Right of Burial	Valid for 25 years	\$170.91	\$17.09	\$188.00
		Niche Wall				
I105010.115	C	Interment - single compartment		\$170.00	\$17.00	\$187.00
I105010.115	C	Interment - double compartment (1st Interment)		\$330.00	\$33.00	\$363.00
I105010.115	C	Interment - double compartment (2nd Interment)		\$168.18	\$16.82	\$185.00

Account Code	Statutory/ Council	Particulars	Unit	2025/26	GST	2025/26
I105010.115	C	Ashes removal - exhumation		\$168.18	\$16.82	\$185.00
I105010.115	C	Reservation of Niche	Valid for 25 years	\$168.18	\$16.82	\$185.00
I105010.115	C	Niche Wall Memorial plaque only (no interment)				\$110.00
I105010.116	C	Chronicle - Submission of memorials - uploaded and edited by Shire staff		\$90.91	\$9.09	\$104.00
REFUSE/RUBBISH DISPOSAL						
I101010.120	C	Replacement Bin			GST Included	At cost
I101010.120	C	General Waste	Per tonne	\$35.45	\$3.55	\$39.00
I101010.120	C	Green Waste	Per tonne	\$35.45	\$3.55	\$39.00
I101010.120	C	Asbestos burial	Per tonne	\$85.45	\$8.55	\$94.00
I101010.120	C	Asbestos burial	Minimum disposal cost	\$85.45	\$8.55	\$94.00
I101010.120	C	Building rubble	Per tonne	\$35.45	\$3.55	\$39.00
	C	Uncontaminated sand or fill				
I101010.120	C	Disposal of septic waste (from within SoB boundaries)	Per 2000 litres or part thereof	\$73.64	\$7.36	\$81.00
I101010.120	C	Disposal of septic waste (from outside of SoB boundaries)	Per 2000 litres or part thereof	\$313.64	\$31.36	\$345.00
I101010.120	C	Contractor/Commercial/Government Agencies	Per m³	\$62.73	\$6.27	\$69.00
I101010.120	C	Contractor/Commercial/Government Agencies	Per tonne	\$62.73	\$6.27	\$69.00
I101010.120	C	Tip Access outside of opening hours (24 hrs notice)	Per hour (minimum charge 2 hour)	\$115.45	\$11.55	\$127.00
I101010.120	C	Trailer Mounted Skip Bin (for events)	Per Collection	\$26.36	\$2.64	\$29.00
I101010.120	C	Cardboard Recycle Bins	Per Collection	\$115.45	\$11.55	\$127.00
I101010.120	C	Townsite Residential Bulk Rubbish Pickup Service free service once per financial year per type				Free
I101010.120	C	Additional Townsite Residential Bulk Rubbish Pickup Service (Available from May through to August - inclusive) - Policy 4.7 Bulk Waste Management		\$136.36	\$13.64	\$150.00
Rates	C	Rubbish Service Charge		\$383.64	\$38.36	\$422.00
Rates	C	Refuse Site Rate - UV		\$61.82	\$6.18	\$68.00
Rates	C	Refuse Site Rate - GRV		\$61.82	\$6.18	\$68.00
SCHEDULE 11 - RECREATION AND CULTURE						
PUBLIC BUILDING HIRE FEES - Per Council Policy 2.25 Hall Hire & 2.24 Fees and Charges for Community Facilities and Active Reserves						
Commercial - are activities run by private companies - this includes CBH, Silver chain and Baptist care (includes MRWA, Wheatbelt Dev Comm, the School/Education Department etc) Private Functions - are functions organised by individuals - birthday parties, funerals etc. Community Groups - are groups that are run by volunteer committees .						

Account Code	Statutory/ Council	Particulars	Unit	2025/26	GST	2025/26
		Bonds (Refundable)				
I013010.134	C	Bond - No Alcohol			Exempt	\$250.00
I013010.134	C	Bond - With Alcohol			Exempt	\$500.00
I111011.116	C	Clean/Damage Cost Recovery	at cost plus 15% admin fee	GST Included		at cost plus 15% admin fee
		MEMORIAL HALL				
		Entire Facility				
I111011.116	C	Commercial/State Government & Other Agencies	Flat Daily Rate (6am to 12midnight)	\$264.55	\$26.45	\$291.00
I111011.116	C	Private Function	Flat Daily Rate (6am to 12midnight)	\$158.18	\$15.82	\$174.00
I111011.116	C	Private Function	Flat Hourly Rate (excluding weekend hire)	\$24.55	\$2.45	\$27.00
I111011.116	C	Community Group	Flat Daily Rate (6am to 12midnight)	\$40.91	\$4.09	\$45.00
I111011.116	C	Community Group	Flat Hourly Rate	\$6.36	\$0.64	\$7.00
I111011.116	C	Brookton performing Arts Annual Fee	Per Annum	\$181.82	\$18.18	\$207.00
		Brookton Performing Arts Annual Fee Include:	Provided that;			
		1. The use of the Memorial Hall for rehearsals;	1. Bookings are made for every use;			
		2. Three (3) function hires (full facility) which would include productions/performances.	facilities are left clean as per the Conditions of Use; and			
			3. That all damage or faults are reported.			
		OLD TENNIS COURTS & MENS SHED				
I111011.116	C	Community Group	Flat Daily Rate (6am to 12midnight)	\$10.00	\$1.00	\$11.00
		WB EVA PAVILION				
		Entire Facility (Excluding the Gymnasium)				
I111012.116	C	Commercial/State Government & Other Agencies	Flat Daily Rate (6am to 12midnight)	\$336.36	\$33.64	\$370.00
I111012.116	C	Private Function	Flat Daily Rate (6am to 12midnight)	\$167.27	\$16.73	\$184.00
I111011.116	C	Private Function	Flat Hourly Rate (excluding weekend hire)	\$24.55	\$2.45	\$27.00
I111012.116	C	Community Group	Flat Daily Rate (6am to 12midnight)	\$60.91	\$6.09	\$67.00
I111012.116	C	Community Group	Flat Hourly Rate	\$10.91	\$1.09	\$12.00

Account Code	Statutory/ Council	Particulars	Unit	2025/26	GST	2025/26
		Community or Main Room (Northern end of Pavilion) - Shared Use of Kitchen				
I111012.116	C	Commercial/State Government & Other Agencies	Flat Daily Rate (6am to 12midnight)	\$122.73	\$12.27	\$135.00
I111012.116	C	Commercial/State Government & Other Agencies	Flat Hourly Rate	\$26.36	\$2.64	\$29.00
I111012.116	C	Private Function	Flat Daily Rate (6am to 12midnight)	\$56.36	\$5.64	\$62.00
I111012.116	C	Private Function	Flat Hourly Rate	\$12.73	\$1.27	\$14.00
I111012.116	C	Community Group	Flat Daily Rate (6am to 12midnight)	\$21.82	\$2.18	\$24.00
I111012.116	C	Community Group	Flat Hourly Rate	\$4.55	\$0.45	\$5.00
		RECREATION GROUND OVAL				
I113010.116	C	Hire of Oval per day (up to 24hrs)	Flat Daily Rate	\$141.82	\$14.18	\$156.00
I113010.116	C	Hire of Oval per hour	Flat Hourly Rate	\$33.64	\$3.36	\$37.00
		GYMNASIUM FEES				
		Bond (refundable)				
I113010.134	C	Gym Key Bond		\$70.00	Exempt	\$70.00
		Adult				
I113010.139	C	Adult Membership - 3 Month	\$30.00 per month	\$91.82	\$9.18	\$101.00
I113010.139	C	Adult Membership - 6 Month	\$26.66 per month	\$162.73	\$16.27	\$179.00
I113010.139	C	Adult Membership - 1 Year	\$20.00 per month	\$244.55	\$24.45	\$269.00
		Junior (Under the age of 18 but over the age of 12 years)				
I113010.139	C	Junior Membership - 3 Month	50% of Adult Fee	\$45.91	\$4.59	\$50.50
I113010.139	C	Junior Membership - 6 Month	50% of Adult Fee	\$81.36	\$8.14	\$89.50
I113010.139	C	Junior Membership - 1 Year	50% of Adult Fee	\$122.27	\$12.23	\$134.50
		Seniors & Concession Card Holders (Current card must be sighted)				
I113010.139	C	Concession Membership - 3 Months	50% of Adult Fee	\$45.91	\$4.59	\$50.50
I113010.139	C	Concession Membership - 6 Months	50% of Adult Fee	\$81.36	\$8.14	\$89.50
I113010.139	C	Concession Membership - 1 Year	50% of Adult Fee	\$122.27	\$12.23	\$134.50
		Group Fees:				
I113010.139	C	Commercial Activities/State Government & Other Agencies	Per Session *	\$27.27	\$2.73	\$30.00
		* Session is any period up to 1.5 hours; run by a qualified instructor, and not more than one session allowed between 5.00pm and 9.00pm per day.				

Account Code	Statutory/ Council	Particulars	Unit	2025/26	GST	2025/26
		Professional assistance - access to gym accompanied by existing gym members				
I113010.140	C	Specialist service fee, for gym access	Annual			\$10.00
		COMMUNITY GROUP CONTRIBUTIONS				
I113010.124	C	Football Club	Per Annum	\$1460.00	\$146.00	\$1606.00
I113010.124	C	Cricket Club	Per Annum	\$772.73	\$77.27	\$850.00
I113010.124	C	Hockey Club	Per Annum	\$772.73	\$77.27	\$850.00
I113010.124	C	Mixed Night Netball (per Session)	Per Session	\$38.18	\$3.82	\$42.00
I113010.124	C	Tennis Club	Per Annum	\$1476.36	\$147.64	\$1624.00
		Sporting Club Fees Include:	Provided that;			
		1. The use of the Oval/Courts for home game fixture;	1. Bookings are made for every use;			
		2. The use of the change rooms for training nights and home game fixtures;	2. The buildings and facilities are left clean as per the Conditions of Use, including playing surfaces; and			
		3. The use of the facilities for home game fixture;	3. That all damage or faults are reported.			
		4. Three (3) free additional function hires which includes wind-ups or meetings.				
		* Playgroup hire fees include Pavilion use only (not Oval/Courts/Change rooms etc)				
COMMUNITY BUS HIRE						
I113010.113	C	Full Hire *	Per Km	\$0.91	\$0.09	\$1.00
I113010.113	C	Minimum Hire *	Minimum	\$42.73	\$4.27	\$47.00
I113010.113	C	Cleaning Charges	Per 15 minutes or part thereof	\$23.64	\$2.36	\$26.00
I113010.113	C	Minimum Cleaning Charge	Minimum	\$50.91	\$5.09	\$56.00
I113010.113	C	Trailer Hire (per use)		\$41.82	\$4.18	\$46.00
		* Vehicle is provided with a full tank of fuel and must be returned in the same condition.				
I043010.134	C	Bond (refundable)			Exempt	\$350.00

Account Code	Statutory/ Council	Particulars	Unit	2025/26	GST	2025/26
SWIMMING POOL						
		Entrance Fees				
I112010.128	C	Children (aged 5-17)		\$2.73	\$0.27	\$3.00
I112010.128	C	Seniors - Concession Card Holder		\$1.82	\$0.18	\$2.00
I112010.128	C	Adults (18+ years)		\$3.64	\$0.36	\$4.00
I112010.128	C	Spectators				Free
		Season Tickets				
I112010.128	C	Single		\$45.45	\$4.55	\$50.00
I112010.128	C	Family		\$136.36	\$13.64	\$150.00
		Free Entry:				
		Australia Day Event - Specific community event included				Free
LIBRARY FEES						
I114010.139	C	Replacement of membership card		\$5.45	\$0.55	\$6.00
I114010.139	C	Lost/Damaged item				Cost + 20%
I114010.139	C	Late Fee / Fines	(Max. charge \$2.00)			25c per day
SCHEDULE 13 - ECONOMIC SERVICES						
BUILDING FEES						
Statutory - Building Services (Complaint Resolution and Administration) Act 2011 & Regulations 2011. In accordance with Building Regulations 2012 and as amended from time to time						
I134010.112	S	Certified applications for a Building Permit Class 1 & 10	Minimum Fee \$110	Exempt- D81		0.19% of Cost of Construction
I134010.112	S	Certified applications for a Building Permit Class 2 to 9	Minimum Fee \$110	Exempt- D81		0.09% of Cost of Construction
I134010.112	S	Uncertified Building Application	Minimum Fee \$110	Exempt- D81		0.32% of Cost of Construction
I134010.112	S	Application for a Demolition Permit Class 1 & 10	Minimum Fee \$110	Exempt- D81		\$110.00
I134010.112	S	Application for a Demolition Permit Class 2 to 9	Minimum Fee \$110	Exempt- D81		\$110.00
I134010.112	S	Application to extend Building or Demolition permit per storey	Minimum Fee \$110	Exempt- D81		\$110.00
I134010.112	S	Application for an Occupancy Permit - completed building	Minimum Fee \$110	Exempt- D81		\$110.00
I134010.112	S	Application for a Temporary Occupancy Permit - incomplete building	Minimum Fee \$110	Exempt- D81		\$110.00
I134010.112	S	Application for modification of an Occupancy Permit for additional use of a building on a temporary basis	Minimum Fee \$110	Exempt- D81		\$110.00
I134010.112	S	Application for an Occupancy Permit for a permanent change of the building use classification	Minimum Fee \$110	Exempt- D81		\$110.00
I134010.112	S	Application for a Occupancy Permit or Building Approval Certificate for registration of Strata Scheme, plan of re-subdivision	Based on number of units. Minimum Charge \$107.70	Exempt- D81		\$11.60 for each strata unit.

Account Code	Statutory/ Council	Particulars	Unit	2025/26	GST	2025/26
I134010.112	S	Application for an Occupancy Permit - unauthorised building work	Minimum Fee \$105.00	Exempt- D81		0.18% of Cost of Construction
I134010.112	S	Application for a Building Approval Certificate - unauthorised building work	Minimum Fee \$105.00	Exempt- D81		0.38% of Cost of Construction
I134010.112	S	Application to replace an Occupancy Permit for an existing building		Exempt- D81		\$110.00
I134010.112	S	Application for a Building Approval Certificate for an existing building - authorised building work		Exempt- D81		\$110.00
I134010.112	S	Application to extend the time which an Occupancy Permit of Building Approval Certificate has effect		Exempt- D81		\$110.00
I134010.112	S	Amendment of Building Permits		Exempt- D81		\$110.00
		Building Services Levy				
0L01258	S	Building Permit or Demolition Permit > or = \$45,000		Exempt- D81		0.137% of value of the work
0L01258	S	Building Permit or Demolition Permit < \$45,000		Exempt- D81		\$61.65
0L01258	S	Occupancy Permit		Exempt- D81		\$61.65
0L01258	S	Building Approval Certificate		Exempt- D81		\$40.50
0L01258	S	Unauthorised Building Work > or = \$45,000		Exempt- D81		0.274% of value of the work
0L01258	S	Unauthorised Building Work <\$45,000		Exempt- D81		\$123.30
0L01258	S	BCITF Fee - all building permits > or = \$20,000		Exempt- D81		0.2% Cost of Construction (incl GST)
I134010.139	S	Mandatory Private Swimming pool inspection fee	Inspected every 4 years/Max Fee \$58.45 - Inspection cost is invoiced every 4 years	Exempt- D81		\$58.45
TOWN PLANNING FEES						
I122030.160	C	Rural Street Address	Application Fee	\$203.64	\$20.36	\$224.00
CARAVAN PARK						
I132010.114	S	Application for grant or renewal of licence	Application Fee	\$181.82	\$18.18	\$200.00
I132010.122	C	Vending machine confectionary & beverage items	Per unit			Cost plus up to 150%
		Powered Site Per Van				
I132010.114	C	Per Night	Nightly	\$30.00	\$3.00	\$34.00
I132010.114	C	Caravan Club - powered site - per van	Per Night	\$28.18	\$2.82	\$31.00
		Unpowered Site Per Van				
I132010.114	C	Per Night	Nightly	\$25.45	\$2.55	\$29.00
I132010.114	C	Caravan Club - unpowered site - per van	Per Night	\$21.82	\$2.18	\$24.00

Account Code	Statutory/ Council	Particulars	Unit	2025/26	GST	2025/26
		Camping (grassed area)				
I132010.114	C	Per Night	Nightly	\$21.82	\$2.18	\$25.00
I132010.114	C	Shower usage only	Per shower	\$10.91	\$1.09	\$12.00
I132010.114	C	Washing machine	Per use	\$3.64	\$0.36	\$4.00
I132010.114	C	Dryer	Per use	\$5.45	\$0.55	\$6.00
<p>The maximum permitted stay in the Brookton Caravan Park bays is 28 days. Any stay longer than 28 days must seek permission in writing from the Chief Executive Officer. The Chief Executive Officer has the authority to accept or reject a stay up to a maximum of 3 months. Guests are permitted to stay in a tent for a maximum of 4 consecutive nights in a camping bay.</p>						
		Chalets				
I132010.114	C	2 Bedroom (sleeps 4) self contained chalet unit (Linen included)	Per Night	\$188.18	\$18.82	\$207.00
I132010.114	C	2 Bedroom (sleeps 4) self contained chalet unit (Linen included)	Per Week	\$1129.09	\$112.91	\$1242.00
I132010.114	C	2 Bedroom (sleeps 5) self contained chalet unit (Linen included)	Per Night	\$198.18	\$19.82	\$218.00
I132010.114	C	2 Bedroom (sleeps 5) self contained chalet unit (Linen included)	Per Week	\$1190.91	\$119.09	\$1310.00
I132010.114	C	1 Bedroom (sleeps 2) self contained chalet unit (Linen included)	Per Night	\$137.27	\$13.73	\$151.00
I132010.114	C	1 Bedroom (sleeps 2) self contained chalet unit (Linen included)	Per Week	\$824.55	\$82.45	\$907.00
I132010.114	C	Replacement Key	Per Key	\$31.82	\$3.18	\$35.00
I132010.114	C	Caravan Park - Chalet Cleaning/damage (extra cleaning required)	Minimum Charge	\$50.00	\$5.00	\$57.00
I132010.114	C	Caravan Park - Chalet Cleaning/damage (extra cleaning required)	Per 15 minutes or part thereof	\$22.73	\$2.27	\$26.00
I132010.114	C	Caravan Park - Chalet items: broken/damaged/replacement				Cost plus 50%
I132010.114	C	After hours call out fee (lost key etc.)		\$89.09	\$8.91	\$101.00
I132010.114	C	Caravan Park - Cancellation Fees - Chalets (24 hours' notice to be given to avoid fee)	1 Nights' accommodation costs			1 Nights accommodation cost
		/Note: Caravan Park Bookings (Chalets) must be paid in FULL prior to arrival				
STANDPIPE WATER						
I136010.127	C	Standpipe Water - 50mm Commercial Standpipe (high flow)	per kilolitre		GST Free	\$17.00
I136010.127	C	Standpipe Water - Happy Valley Bore Field- non-potable water	per kilolitre	\$9.09	\$0.91	\$10.00

Account Code	Statutory/ Council	Particulars	Unit	2025/26	GST	2025/26
COMMUNITY RESOURCE CENTRE						
		Advertising Rates - Telegraph				
GR0005.191	C	B&W	Full Page	\$38.18	\$3.82	\$42.00
GR0005.191	C		Half page	\$24.55	\$2.45	\$27.00
GR0005.191	C		Quarter page	\$14.55	\$1.45	\$16.00
GR0005.191	C	External community groups - An external community group is any group located outside of the Shire of Brookton	Max 2 Pages B&W	\$49.09	\$4.91	\$54.00
GR0005.191	C	External community groups - An external community group is any group located outside of the Shire of Brookton	Max 2 Pages Colour	\$58.18	\$5.82	\$64.00
GR0005.191	C	Colour advertising (any size)	Any size	\$71.82	\$7.18	\$79.00
GR0005.191	C	Colour advertising - Half page	Half page			\$39.00
GR0005.191	C		Community Group	\$42.73	\$4.27	\$47.00
GR0005.191	C	Club Notes	Max 2 Pages B&W	N/A		No Charge
GR0005.191	C	B & W Business Card (financial year)	6 Months, 12 Editions	\$41.82	\$4.18	\$46.00
GR0005.191	C	B & W Business Card (financial year)	Single entry	\$4.55	\$0.45	\$5.00
	C	Brookton Telegraph - Tradies 1/4 page advertising (24 editions - financial year)	Each	\$333.64	\$33.36	\$367.00
GR0005.191	C	Yearly Subscription	Includes P&H	\$106.36	\$10.64	\$117.00
	C	Brookton Telegraph	Each	\$0.91	\$0.09	\$1.00
GR0005.191	C	Brookton Telegraph - Wholesale	Each	\$0.82	\$0.08	\$0.90
GR0005.191	C	Telegraph - Gold Tier Sponsor (financial year)	One only - Includes front cover banner per edition, 1 x A4 colour page per edition, 1 x b/w A4 page per edition and 24 hard copy editions per year.	\$2323.64	\$232.36	\$2556.00
GR0005.191	C	Telegraph - Silver Tier Sponsorship (financial year)	One only - Includes 1 x b/w A4 page per edition, 24 x colour logo on back page (in colour), 24 trades and business page quarter page and 24 hard copy editions per year.	\$1308.18	\$130.82	\$1439.00
GR0005.191	C	Telegraph - Bronze Tier Sponsorship (financial year)	24 b/w 1/2 page per edition, 24 business cards	\$504.55	\$50.45	\$555.00

Account Code	Statutory/ Council	Particulars	Unit	2025/26	GST	2025/26
GR0005.191	C	Telegraph Monthly Business Promotion	Local business selected at random by CRC to feature in the first edition of the telegraph each month - Colour A4			No Charge
GR0005.192	C	ANZAC Day feature article Order of Service & address	B&W Max of 6 pages Annually			No Charge
		Printing & Administration Services				
GR0005.191	C	B&W Single Sided	A4	\$0.45	\$0.05	\$0.50
GR0005.191	C		A3	\$0.91	\$0.09	\$1.00
GR0005.191	C	B&W Double Sided	A4	\$0.91	\$0.09	\$1.00
GR0005.191	C		A3	\$1.82	\$0.18	\$2.00
GR0005.191	C	Colour Single Sided	A4	\$0.91	\$0.09	\$1.00
GR0005.191	C		A3	\$1.82	\$0.18	\$2.00
GR0005.191	C	Colour Double Sided	A4	\$1.82	\$0.18	\$2.00
GR0005.191	C		A3	\$2.73	\$0.27	\$3.00
GR0005.191	C	Bulk printing discount	50 pages + (applicable to both A4 & A3)			25% Discount
GR0005.191	C	Laminating	A4	\$2.73	\$0.27	\$3.00
GR0005.191	C		A3	\$3.64	\$0.36	\$4.00
GR0005.191	C	Binding	Small (1-20pages)	\$7.27	\$0.73	\$8.00
GR0005.191	C	Binding	Large (20+ pages)	\$11.82	\$1.18	\$13.00
GR0005.191	C	Folding Machine	100 pages	\$14.09	\$1.41	\$15.50
GR0005.191	C	Community Directory	A4	\$9.09	\$0.91	\$10.00
GR0005.191	C	Directory Advert/Sponsorship	A4 Full Colour Page	\$234.55	\$23.45	\$258.00
GR0005.191	C	Directory Advert/Sponsorship	1/2 Page Full Colour Page	\$121.82	\$12.18	\$134.00
GR0005.191	C	Directory General Business Listing	N/A	\$47.27	\$4.73	\$52.00
GR0005.191	C	Directory Club /Special Interest/Community Group	1/4 Page Feature	\$47.27	\$4.73	\$52.00
GR0005.191	C	Scanning & email	Any size - per page	\$1.82	\$0.18	\$2.00
GR0005.191	C	Scanning extra page	Any size - per page	\$0.18	\$0.02	\$0.20
GR0005.191	C	Secretarial Services	P/hour	\$23.64	\$2.36	\$26.00

Account Code	Statutory/ Council	Particulars	Unit	2025/26	GST	2025/26
GR0005.191	C	Secretarial Services	P/30 Min	\$13.64	\$1.36	\$15.00
GR0005.191	C	Secretarial Services	P/15 Min	\$9.09	\$0.91	\$10.00
GR0005.191	C	Secretarial Services	Under 15 Min	\$4.55	\$0.45	\$5.00
GR0005.191	C	OTMS - Old Time Motor Show	Printed materials (colour and black and white) and advertising on Facebook	\$2340.91	\$234.09	\$2575.00
		Room & Video Conference Hire				
GR0005.191	C	Room	1 Hour	\$24.55	\$2.45	\$27.00
GR0005.191	C		Half Day	\$49.09	\$4.91	\$54.00
GR0005.191	C		Full Day	\$73.64	\$7.36	\$81.00
		Exam Facilitation				
GR0005.191	C	Exam room hire	Per hour	\$49.09	\$4.91	\$54.00
GR0005.191	C	Exam Invigilation	Per hour	\$49.09	\$4.91	\$54.00
		Equipment Hire				
GR0005.191	C	Projector & Screen		\$49.09	\$4.91	\$54.00
GR0005.191	C	PA System		\$20.00	\$2.00	\$22.00
GR0005.191	C	Whiteboard		\$20.00	\$2.00	\$22.00
		Courses				
GR0005.191	C	Community Events, Training & Programs				At cost plus up to 20%
		CRC Membership				
GR0005.191	C	Individual personal membership	Annual Digital Telegraph Subscription, 10% discount Brookton CRC Fees and Charges & exclusive membership events			

Account Code	Statutory/ Council	Particulars	Unit	2025/26	GST	2025/26
SCHEDULE 14 - OTHER PROPERTY AND SERVICES						
PLANT HIRE (Per Hour - Ex Yard)						
NB: 1.All plant is to be operated by Shire Staff - Dry hire is not available for private works.2.Shire Staff may dry hire (for personal use only) plant at a 40% discount in lieu of labour component, subject to having adequate qualifications/certification to operate the respective plant or equipment.						
SUNDRY DEBTOR	C	Front End Loader	Weekday	\$173.64	\$17.36	\$198.00
SUNDRY DEBTOR	C	Grader	Weekday	\$213.64	\$21.36	\$243.00
SUNDRY DEBTOR	C	Multi Tyred Roller	Weekday	\$206.36	\$20.64	\$235.00
SUNDRY DEBTOR	C	Backhoe	Weekday	\$196.36	\$19.64	\$224.00
SUNDRY DEBTOR	C	Tip Truck (Canter)	Weekday	\$190.00	\$19.00	\$216.00
SUNDRY DEBTOR	C	Tip Truck (Tandem)	Weekday	\$220.00	\$22.00	\$250.00
SUNDRY DEBTOR	C	Bobcat	Weekday	\$133.64	\$13.36	\$152.00
SUNDRY DEBTOR	C	Utility	Weekday	\$190.00	\$19.00	\$216.00
SUNDRY DEBTOR	C	Tree Planter	Weekday	\$51.82	\$5.18	\$59.00
SUNDRY DEBTOR	C	Cub Cadet Slasher	Weekday	\$127.27	\$12.73	\$145.00
SUNDRY DEBTOR	C	Labourer	Weekday	\$91.82	\$9.18	\$105.00
SUNDRY DEBTOR	C	Water Truck	Weekday	\$190.00	\$19.00	\$216.00
SUNDRY DEBTOR	C	Street Sweeper Tow Behind	Weekday	\$51.82	\$5.18	\$59.00
SUNDRY DEBTOR	C	Toro - Mower	Weekday	\$133.64	\$13.36	\$152.00
SUNDRY DEBTOR	C	Plant items with Shire Operator	Weekend			Cost plus 20%
SUNDRY DEBTOR	C	Engineering - Private Works to be requested for approval by the Manager Infrastructure Works or CEO	Per Private Works Request			Price on application

14.06.25.07 LIST OF PAYMENTS – MAY 2025

File No:	N/A
Date of Meeting:	19 June 2025
Location/Address:	14 White Street, Brookton
Name of Applicant:	Shire of Brookton
Name of Owner:	Shire of Brookton
Author/s:	Jessika Ashworth – Finance Creditors & Records Officer
Authorising Officer:	Deanne Sweeney – Manager Corporate and Community
Declaration of Interest:	The author and authorising officer do not have an interest in this item
Voting Requirements:	Simple
Previous Report:	15 May 2025

Summary of Report:

The purpose of this report is to present the list of payments for the month of May 2025, as required under the *Local Government (Financial Management) Regulations 1996*.

Description of Proposal:

The accounts paid under Delegation 1.1, Power to Make Payments, included within Attachment 14.06.25.07A.

A detailed transaction listing of credit card expenditure paid for the period ended 31 May 2025 is contained within Attachment 14.06.25.07B.

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: Nil

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 2.35 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 is a failure to fulfil statutory regulations or meet compliance requirements. Shire Officers have provided a full detailed listing of payments made in a timely manner.

Consequence	Insignificant	Minor	Moderate	Major	Extreme
Likelihood					
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 provide to Council, where such delegation is made.

OFFICER'S RECOMMENDATION

That Council receive:

- 1. the list of accounts, totalling \$1,494,589.10 paid under delegated authority in accordance with Regulation 13(1) of the Local Government (Financial Management) Regulations 1996 for the month of May 2025, as contained within Attachment 14.06.25.07A and***
- 2. the list of credit card transactions, totalling \$3,491.72 paid in May 2025, as contained within Attachment 14.06.25.07B.***
- 3. the list of fuel card transactions, totalling \$1,625.80 paid in May 2025, as contained within Attachment 14.06.25.07C.***

(Simple majority vote required)

Attachments

Attachment 14.06.25.07A – List of Accounts Paid.

Attachment 14.06.25.07B – Credit Card Transactions.

Attachment 14.06.25.07C – Fuel Card Transactions.

List of Payments Paid in May 2025

CHQ/EFT	DATE	NAME	DESCRIPTION	AMOUNT
DD8449.1	05/05/2025	SYNERGY	ELECTRICITY SUPPLY & CONSUMPTION CHARGES 12/03/25 TO 08/04/25 CARAVAN PARK 50%, OVAL 35%, WB EVA PAVILION 15% - CARAOP, OVALOP, WBOP	\$2,185.96
DD8449.2	05/05/2025	TELSTRA CORPORATION	M2M DATA PLAN, 5MB SEWERAGE TREATMENT PLANT & 150MB OVAL RETIC CONTROLLER 16/04/25 TO 15/05/25	\$27.98
DD8464.1	13/05/2025	AWARE SUPER PTY LTD	PAYROLL DEDUCTIONS	\$6,837.43
DD8464.2	13/05/2025	AUSTRALIAN RETIREMENT TRUST	SUPERANNUATION CONTRIBUTIONS	\$298.44
DD8464.3	13/05/2025	COLONIAL FIRST STATE CHOICE WHOLESALE PERSONAL SUPER	PAYROLL DEDUCTIONS	\$598.44
DD8464.4	13/05/2025	MLC NOMINEES PTY LIMITED	SUPERANNUATION CONTRIBUTIONS	\$367.77
DD8464.5	13/05/2025	SANDHURST TRUSTEES	SUPERANNUATION CONTRIBUTIONS	\$992.31
DD8464.6	13/05/2025	HOSTPLUS	SUPERANNUATION CONTRIBUTIONS	\$715.08
DD8464.7	13/05/2025	HUB24 SUPERFUND	SUPERANNUATION CONTRIBUTIONS	\$356.05
DD8464.8	13/05/2025	AUSTRALIAN SUPER PTY LTD	SUPERANNUATION CONTRIBUTIONS	\$2,807.97
DD8464.9	13/05/2025	THE TRUSTEE FOR JOHNS FAMILY SUPER FUND	SUPERANNUATION CONTRIBUTIONS	\$559.02
DD8469.1	14/05/2025	SHIRE OF BROOKTON - MASTERCARD - MCC	CREDIT CARD PURCHASES MCC, WIRELESS HEADSET MICROPHONE SYSTEM & CARD FEE APRIL 25	\$446.30
DD8469.2	14/05/2025	SHIRE OF BROOKTON - MASTERCARD - CESM	CREDIT CARD PURCHASES CESM, PERTH AIRPORT PARKING INCIDENT #714099 & CARD FEE APRIL 25	\$127.35
DD8469.3	14/05/2025	SHIRE OF BROOKTON - MASTERCARD - CEO	CREDIT CARD PURCHASES CEO, 2 X BEVERAGES FOR COUNTRY ZONE SEMINAR, AUSTRALIAN COMMUNICATIONS & MEDIA AUTHORITY LICENCE #254488 & #254489, ADVENTURE KINGS 45L FRIDGE/FREEZER-CESM VEHICLE, STARLINK WB EVA PAVILION, WEST BROOKTON FIRE SHED 5/4/25-5/5/25 & CESM VEHICLE 6/4/25-6/5/25, SINCH MESSAGE MEDIA OUTBOUND MESSAGES X 2276 01/03/25 TO 30/03/25 AND ACCESS FEE, DEPT WATER & ENVIRONMENTAL REGS LICENCE AMENDMENT FEE L799/2003/4, SURVEY MONKEY ANNUAL PLAN APRIL 25	\$2,918.07
DD8471.1	15/05/2025	WA TREASURY CORPORATION	LOAD PAYMENT, PRINCIPLE & INTEREST FOR 81 & 82 01/05/25 TO 30/06/25	\$65,222.77
DD8471.2	15/05/2025	3E ADVANTAGE PTY LTD	MONTHLY PRINTING SERVICE FEE APRIL 25 FOR CRC 10300 X B&W - 9461 X COLOUR	\$1,778.85

CHQ/EFT	DATE	NAME	DESCRIPTION	AMOUNT
DD8471.3	15/05/2025	SYNERGY	ELECTRICITY SUPPLY & CONSUMPTION CHARGES FOR 40 WHITE ST UNITS 12/02/25 TO 08/04/25 U140WS U240WS U340WS U440WS U540WS U640WS U740WS U840WS	\$898.76
DD8480.1	20/05/2025	TELSTRA CORPORATION	TELSTRA SERVICE CHARGES FOR SHIRE ADMIN 23/04/25 TO 22/05/25	\$195.78
DD8482.1	21/05/2025	TELSTRA CORPORATION	PHONE USAGE CHARGES FOR BMO, PARK & GARDENS LEADING HAND, CEO, MCC, WC, MANAGER PROJECTS, CARAVAN PARK CARETAKER, CESM, SWIMMING POOL, WORKS LEADING HAND 02/05/25 TO 01/06/25 & CESM MOBILE PHONE REPAYMENT APRIL & MAY 25	\$721.58
DD8489.1	26/05/2025	WATER CORPORATION OF WA	WATER USAGE CHARGES CARAVAN PARK & WB EVA PAVILLION 15/03/25 TO 17/04/25	\$1,157.96
DD8493.1	27/05/2025	AWARE SUPER PTY LTD	PAYROLL DEDUCTIONS	\$6,834.21
DD8493.2	27/05/2025	REST INDUSTRY SUPER	PAYROLL DEDUCTIONS	\$359.68
DD8493.3	27/05/2025	COLONIAL FIRST STATE CHOICE WHOLESALE PERSONAL SUPER	PAYROLL DEDUCTIONS	\$598.44
DD8493.4	27/05/2025	MLC NOMINEES PTY LIMITED	SUPERANNUATION CONTRIBUTIONS	\$367.77
DD8493.5	27/05/2025	SANDHURST TRUSTEES	SUPERANNUATION CONTRIBUTIONS	\$992.31
DD8493.6	27/05/2025	HOSTPLUS	SUPERANNUATION CONTRIBUTIONS	\$686.24
DD8493.7	27/05/2025	HUB24 SUPERFUND	SUPERANNUATION CONTRIBUTIONS	\$356.05
DD8493.8	27/05/2025	AUSTRALIAN SUPER PTY LTD	SUPERANNUATION CONTRIBUTIONS	\$2,804.18
DD8493.9	27/05/2025	THE TRUSTEE FOR JOHNS FAMILY SUPER FUND	SUPERANNUATION CONTRIBUTIONS	\$559.02
DD8509.1	30/05/2025	WATER CORPORATION OF WA	WATER USAGE 11/03/25 TO 13/05/25 & SERVICE CHARGES 01/05/25 TO 30/06/25 FOR U1MSOP, U2MSOP, U3MSOP, U4MSOP, 28AWSOP, 28BWSOP, U5MSOP, 25WHITOP, 23WHITOP, 10MAOP, U2MSUOP, U1MSUOP, 28AWSOP, 28BWSOP MAY 25	\$2,041.40
DD8511.1	30/05/2025	WATER CORPORATION OF WA	WATER SERVICE CHARGES 01/05/25 TO 30/06/25 U3MSOP	\$48.41
EFT16789	05/05/2025	BRAD BASSETT	WB EVA PAVILION HIRE - NO ALCOHOL BOND REFUND - BRAD BASSETT	\$250.00
EFT16790	05/05/2025	CORRIGIN FARM IMPROVEMENT GROUP	REFUND - BUS BOND - CORRIGIN FARM IMPROVEMENT GROUP	\$350.00
EFT16791	05/05/2025	ELEANOR WARWICK	GYM KEY BOND REFUND - ELLIE WARWICK	\$70.00
EFT16792	05/05/2025	H RUSHTON & CO	REFUND FOR FACILITY HIRE BOND - NO ALCOHOL - H RUSHTON & CO	\$250.00

CHQ/EFT	DATE	NAME	DESCRIPTION	AMOUNT
EFT16793	05/05/2025	HAPPY AUSSIE CAMPERS WA INC.	REFUND OF FACILITY HIRE BOND WITH ALCOHOL - HAPPY AUSSIE CAMPERS	\$500.00
EFT16794	05/05/2025	JAMIE RYAN SHEEHAN	GYM KEY BOND REFUND - JAMIE SHEEHAN	\$70.00
EFT16795	05/05/2025	JAY-AN DELA TORRE	GYM KEY BOND REFUND - JAY-AN DELA TORRE	\$70.00
EFT16796	05/05/2025	JUDY SUDHOLZ	REFUND FOR COMMUNITY BUS HIRE BOND - JUDY SUDHOLZ	\$350.00
EFT16797	05/05/2025	PHILLIP SYNGE	WB EVA PAVILION HIRE - ALCOHOL BOND - PHILLIP SYNGE	\$500.00
EFT16798	08/05/2025	ATKINS MECHANICAL SERVICE	REPLACE BATTERIES IN HINO TRUCK & LABOUR PT14 APRIL 25	\$1,472.59
EFT16799	08/05/2025	AUSTRALIA POST	MONTHLY POSTAL CHARGES FOR CRC & SHIRE ADMIN INCLUDES SMALL LETTERS, LARGE LETTERS & PARCELS MARCH 25	\$216.11
EFT16800	08/05/2025	BUNNINGS TRADE	PADLOCK FOR CEMETERY TOILET BLOCK CEMEOP MARCH 25	\$56.05
EFT16801	08/05/2025	CHILD SUPPORT AGENCY EMPLOYER SERVICES	PAYROLL DEDUCTIONS	\$307.06
EFT16802	08/05/2025	FARMARAMA	BIOWET EASY PAR 20LT X 3 MARCH 25 MADIOP	\$841.50
EFT16803	08/05/2025	FELTON INDUSTRIES	BENCH SEAT, WHEELCHAIR SETTING, ARM REST PLANK & FREIGHT MEMORIAL PARK APRIL 25	\$4,227.30
EFT16804	08/05/2025	FUEL DISTRIBUTORS OF WA	DIESEL FUEL TANK PURCHASE 7000L @ \$1.68799 MARCH 25	\$23,601.06
EFT16805	08/05/2025	GREAT SOUTHERN FUEL SUPPLIES	FUEL PURCHASES FOR 1BO-MCC 69.50L @ \$2.0100, 31.99L @ \$2.0100, 55.17L @ \$2.0100 - 1GYK393-CESM 61.33L @ \$1.8590, 21.84L @ \$1.8388, 43.83L @ \$1.9040, 53.61L @ \$1.8191, 61.09L @ \$2.0100, 60.04L @ \$1.7790, 62.44L @ \$1.8490 & CARD FEES FOR MCC, CESM & AMIW MARCH 25	\$1,000.11
EFT16806	08/05/2025	LGC TRAFFIC MANAGEMENT	TRAFFIC CONTROL 31/03/25 TO 04/04/25 FOR DANGIN-MEARS ROAD WBSF2	\$56,483.42
EFT16807	08/05/2025	MONIQUE MENZ	REIMBURSEMENT FOR NEIGHBOURHOOD CENTRE WEEK PURCHASE & POSTAGE CRC -AO- OFFICEWORKS, SMALL KRAFT BAGS 5 PACK APRIL 25 EV0008	\$41.79
EFT16808	08/05/2025	SHIRE OF BROOKTON	PAYROLL DEDUCTIONS	\$1,350.00
EFT16809	08/05/2025	SIGNS PLUS	STAFF NAME BADGES FOR CR ROD WALLIS, F-R, AO, BCRCC, CRC-AO, CRC - TRAINEE & POSTAGE MARCH 25	\$106.00
EFT16810	08/05/2025	STUMPY'S GATEWAY ROADHOUSE	REFRESHMENTS FOR DEPARTING STAFF MEMBER AS PER POLICY 1.16 14/02/25	\$152.00
EFT16811	08/05/2025	THE LOCAL GUYS - TEST AND TAG WA TNT	RCD TESTING, ELECTRICAL TESTING & TAGGING, FIRE EQUIPMENT MAINTENANCE FOR ADMOP, BOWLOP, MENSSED, TENNOP, KHALLOP, RRTLOP, POOLOP, WBOP, CARAOP, YGGOP, MHALLOP, BCRCOP	\$3,535.40
EFT16812	08/05/2025	TIANCO TRANSPORT	100T OF COARSE SAND & TRANSPORT APRIL 25 SEWEOP	\$1,540.00

CHQ/EFT	DATE	NAME	DESCRIPTION	AMOUNT
EFT16813	08/05/2025	TOLL TRANSPORT PTY LTD	MONTHLY DELIVERIES & POSTAGE FOR INTERFIRE EMERGENCY SERVICES, POOLOP MARCH 25	\$318.98
EFT16814	08/05/2025	TUTT BRYANT EQUIPMENT	STARTER SWITCH, IGNITION KEY & FREIGHT FOR PR9 MARCH 25	\$404.53
EFT16815	08/05/2025	WA LIBRARY SUPPLIES	A3 LAMINATOR & FREIGHT CRC - APRIL 25	\$410.00
EFT16816	15/05/2025	AC ELECTRICS WA	INSPECT & REPLACE SEWERAGE DAM PUMP, SEWEOP APRIL 25	\$992.75
EFT16817	15/05/2025	ATKINS MECHANICAL SERVICE	EMERGENCY CALL OUT FOR ROLLER TO REPAIR STARTER MOTOR PR9 APRIL 25	\$2,102.10
EFT16818	15/05/2025	ATO	BAS RETURN FOR APRIL 25 PERIOD	\$80,492.00
EFT16819	15/05/2025	AUSTRALIA POST	MONTHLY POSTAL CHARGES FOR CRC & SHIRE ADMIN INCLUDES LARGE LETTERS, SMALL LETTERS, PARCEL PADDING, LATE FEE, PARCELS APRIL 25	\$176.20
EFT16820	15/05/2025	B & N EYRE BROOKTON NEWSAGENCY	STATIONERY ORDER FOR SHIRE ADMIN & CRC INCLUDES A5 NOTEBOOKS, DOCUMENT WALLET, SCISSORS, DIARY, DESKTOP FILE, STAPLER, TAB DIVIDERS, STAPLE REMOVER, LIQUID SOAP, WHITE BOARD, PAPER, SHEET PROTECTORS, FILES, ARTLINE, BINDER COMBS, A3 SIDE CUTTER, FOOTREST APRIL 25	\$2,131.98
EFT16821	15/05/2025	BEDFORD ARMS HOTEL	CATERING FOR CBF MEETING 3/4/25 ELECTED MEMBERS MEALS X 5, STAFF MEALS X 4	\$343.00
EFT16822	15/05/2025	BOC GASES	MONTHLY RENTAL CHARGES 29/03/25 TO 27/04/25 FOR INDUSTRIAL OXYGEN, ACETYLENE, ARGOSHIELD, OXYGEN MEDICAL DEPOOP	\$56.16
EFT16823	15/05/2025	BROOKTON 24/7 TOWING	TRANSPORT COSTS FOR SLASHER/MOWER FROM KELMSCOTT TO BROOKTON APRIL 25 PM9	\$350.00
EFT16824	15/05/2025	BROOKTON PLUMBING	SEPTIC PUMPING FEES X 2 FOR TOWN HALL MHALLOP APRIL 25, PUMP OUT, TRACKING FORM & DUMPING FEES X 2 TOWN HALL MHALLOP APRIL 25, EXTRA LABOUR HOURS TO LOCATE SEPTIC TANK AT 10MAOP, EMERGENCY GAS FITTING REPAIR AT 28AWSOP APRIL 25	\$2,743.50
EFT16825	15/05/2025	BROOKTON PROFESSIONAL SERVICES CENTRE	CRC BUILDING RENT 01/05/25 TO 31/05/25	\$1,050.00
EFT16826	15/05/2025	BUILDING & ENERGY	BSL PAYMENT FOR THE MONTH OF APRIL 25, 1 X LEVY COLLECTED A454	\$954.25
EFT16827	15/05/2025	CENTRAL REGIONAL TAFE	TAFE CERTIFICATE 3 IN BUSINESS, COURSE FOR TRAINEESHIP SHIRE & CRC APRIL 25	\$667.00

CHQ/EFT	DATE	NAME	DESCRIPTION	AMOUNT
EFT16828	15/05/2025	CROMAG PTY LTD T/A SIGMA TELFORD GROUP	PALINTEST LUMISO POOL TEST FOR POOLGO MARCH 25	\$2,372.70
EFT16829	15/05/2025	DELTA AGRIBUSINESS WA- BROOKTON RURAL TRADERS	HEAVY WEIGHT 10KG BAGS X 8 FOR SHIRE FLAGS & BANNERS MARCH 25	\$1,260.94
EFT16830	15/05/2025	EDGE PLANNING & PROPERTY	CONTRACT TOWN PLANNING SERVICES 7.5 HOURS FOR MARCH 25	\$1,196.25
EFT16831	15/05/2025	FUEL DISTRIBUTORS OF WA	BULK DIESEL FUEL 6801L @ \$1.61484 DEPOT APRIL 25	\$10,982.32
EFT16832	15/05/2025	GREAT SOUTHERN FUEL SUPPLIES	FUEL PURCHASES FOR 1BO DIESEL 55.45L @ \$1.8800, 35.16L @ \$1.8800, 67.28L @ \$1.0803, 71.74L @ \$1.8800, CARD FEE X 4 & CESM DIESEL 43.04L @ \$1.8090, 63.51L @ \$1.8800 APRIL 25	\$625.69
EFT16833	15/05/2025	GREAT SOUTHERN SUPPLIES T/AS G&M DETERGENTS	MONTHLY CLEANING ORDER INCLUDES MOP HEAD, TOILET PAPER CARTON X 2, JUMBO TOILET PAPER, CARAOP, DEPOOP, RRTLOP APRIL 25	\$153.30
EFT16834	15/05/2025	GREAT SOUTHERN WASTE DISPOSAL	UNDERCHARGE FOR DOMESTIC RUBBISH COLLECTION 450 HOUSEHOLDS X 4 WEEKS =1800, RECYCLING 335 HOUSEHOLDS X 2 WEEKS = 670 6/3/25 & 20/3/25, LANDFILL LABOUR HOURS 39 HOURS X 4 WEEKENDS = 156, LANDFILL MACHINE 3 HOURS X 4 WEEKENDS = 12, 27/02/2025 TO 27/03/2025 RUBBOP & TIPOP (INCORRECT FEES CHARGES ON INITIAL INVOICES)	\$2,391.40
EFT16835	15/05/2025	GREENFIELD TECHNICAL SERVICES	COMMENCING SITE INSPECTION, PROJECT & FINANCIAL MANAGEMENT FOR STORM DAMAGE REPAIRS, MARCH 25 STRROP	\$1,642.03
EFT16836	15/05/2025	INCLUSION SOLUTIONS LIMITED	SOCIAL INCLUSION & DISABILITY AWARENESS WORKSHOP ALL STAFF TRAINING 25/06/25	\$2,755.93
EFT16837	15/05/2025	INSTITUTE OF PUBLIC WORKS ENGINEERING AUSTRALASIA	PROFESSIONAL CERTIFICATE IN INFRASTRUCTURE FINANCIAL MANAGEMENT - STAFF TRAINING AMIW	\$6,820.00
EFT16838	15/05/2025	INTERFIRE AGENCIES (AUST) PTY LTD	3M PARTICULATE FILTER RETAINER X 2 ESL	\$6.71
EFT16839	15/05/2025	IRIS CONSULTING GROUP PTY LTD	RECORDS DISPOSAL & KEYWORD CLASSIFICATION TRAINING - 12/05/25 & 13/05/25 - AO	\$937.37
EFT16840	15/05/2025	JENNIE MASON	REIMBURSEMENT FOR OFFSITE STAFF TRAINING REFRESHMENT COSTS - 1/5/25 & 2/5/25 GO	\$57.00
EFT16841	15/05/2025	LANDGATE (DOLA)	RURAL UV GENERAL REVALUATION, FIRST 500 SHARED 2024/2025	\$7,743.54
EFT16842	15/05/2025	LG BEST PRACTICES	FINANCE 101, STAFF TRAINING - FINANCE OFFICERS, RATES, PAYROLL & CREDITORS 07/05/25 TO 25/06/25	\$4,180.00

CHQ/EFT	DATE	NAME	DESCRIPTION	AMOUNT
EFT16843	15/05/2025	LGC TRAFFIC MANAGEMENT	TRAFFIC CONTROL 07/04/25 TO 11/04/25 FOR DANGIN-MEARS ROAD WBSF2	\$20,535.37
EFT16844	15/05/2025	LOCAL GOVERNMENT PROFESSIONALS AUSTRALIA WA	IGNITE LEADERSHIP PROGRAM - STAFF TRAINING BCRCC 26/05/2025	\$3,000.00
EFT16845	15/05/2025	MAIN ROADS WESTERN AUSTRALIA	MAIN ROADS ROAD SAFETY ENGINEERING & AUDIT TRAINING FOR AMIW	\$589.60
EFT16846	15/05/2025	MOORE AUSTRALIA (WA) PTY LTD	FINANCIAL REPORTING WORKSHOP 23/05/25 - STAFF TRAINING MCC	\$2,310.00
EFT16847	15/05/2025	MORLEY CANVAS	2ND PAYMENT FOR SAIL SHADE & INSTALLATION FOR POOLOP MARCH 25	\$2,634.50
EFT16848	15/05/2025	NOURISH BROOKTON	MONTHLY REFRESHMENTS FOR SHIRE OFFICE & COUNCIL MEETINGS INCLUDES MILK, SOFT DRINK, WATER, MAYO, SERVIETTES, BAKING PAPER, LAMINGTONS, BISCUITS, TEA BAGS, COFFEE, MARCH 25	\$392.98
EFT16849	15/05/2025	OFFICE LINE GROUP PTY LTD	OLIVE TUB CHAIRS X 8 7 DELIVERY, OFFICAP APRIL 25	\$7,871.60
EFT16850	15/05/2025	R J NIVEN	RATES REFUND FOR ASSESSMENT A2561	\$20.73
EFT16851	15/05/2025	SKYE FISHER	REIMBURSEMENT FOR SPOTLIGHT PURCHASES INCLUDES FILLABLE EGG CASES, PAINT & EGG TRAY, YOUTH WEEK EVENT EV0009	\$100.00
EFT16852	15/05/2025	STUMPYS GATEWAY ROADHOUSE	CATERING FOR AQUATIC CENTRE END OF SEASON POOL PARTY 24/03/25 POOLGO	\$541.26
EFT16853	15/05/2025	TATE LUNN	REIMBURSEMENT FOR BLUE SPRAY PAINT X 12 YORKRRG MAY 25	\$88.44
EFT16854	15/05/2025	THE LOCAL GUYS - TEST AND TAG WA TNT	RCD TESTING, ELECTRICAL TESTING & TAGGING, FIRE EQUIPMENT MAINTENANCE FOR ADMiop, BOWLOP, MENSSHED, TENNOP, KHALLOP, RRTLOP, POOLOP, WBOP, CARAOP, YGGOP, MHALLOP, BCRcop	\$231.00
EFT16855	15/05/2025	THE TRUSTEE FOR VAN ZYL UNIT TRUST T/A VENDPRO	SMALL VENDING MACHINE INCLUDING TAP & GO & FREIGHT - CARAVAN PARK APRIL 25	\$9,183.38
EFT16856	15/05/2025	THOMAN MANAGEMENT PTY LTD T/A QUEST INNALOO	ACCOMMODATION 2 NIGHTS & PARKING 30/04/25 TO 02/05/25 FOR STAFF TRAINING, WORKS AO	\$404.00
EFT16857	15/05/2025	TOLL TRANSPORT PTY LTD	MONTHLY FREIGHT COSTS FEBRUARY 25 INCLUDES CORSIGN	\$80.48
EFT16858	15/05/2025	WA CONTRACT RANGER SERVICES	CONTRACT RANGER SERVICES 16/04/25 3.75 HOURS ANIMAL CONTROL & 24/04/25 3 HOURS ANIMAL CONTROL	\$779.63
EFT16859	15/05/2025	WALLIS COMPUTER SOLUTIONS	ACROBAT PRO FOR TEAMS - 13 LICENCES 31/05/25 TO 31/05/26	\$6,402.54

CHQ/EFT	DATE	NAME	DESCRIPTION	AMOUNT
EFT16860	21/05/2025	CHILD SUPPORT AGENCY EMPLOYER SERVICES	PAYROLL DEDUCTIONS	\$307.06
EFT16861	21/05/2025	DFES	2024/25 ESL QUARTER 3 CONTRIBUTION	\$23,488.32
EFT16862	21/05/2025	PREPLAN PTY LTD	MITIGATION 2.5K WEST OF BROOKTON ALONG BROOKTON HWY & TIP SITE FIREM25	\$37,473.75
EFT16863	21/05/2025	SHIRE OF BROOKTON	PAYROLL DEDUCTIONS	\$1,350.00
EFT16864	22/05/2025	3E ADVANTAGE PTY LTD	MONTHLY PRINTING SERVICE FEE FOR APRIL 25 4000 X B&W, 6000 X COLOUR SHIRE ADMIN	\$1,175.24
EFT16865	22/05/2025	ADRIANNE VOIGT	REFUND FOR CHALET BOOKING #14508629, 17/05/25 TO 18/05/25	\$146.00
EFT16866	22/05/2025	AMPAC DEBT RECOVERY	RATES DEBT RECOVERY FOR A137 WA JUDGMENT PROFESSIONAL FEE, A388 PALISADE CORP FEE, A2682 PALISADE CORP FEE APRIL 25	\$495.00
EFT16867	22/05/2025	ARMADALE BYFORD PATIOS PTY LTD	AQUATIC CENTRE REPLACEMENT PATIO CERTIFICATE OF DESIGN COMPLIANCE FEE POOLCAP	\$715.00
EFT16868	22/05/2025	ATKINS MECHANICAL SERVICE	REACTIVE MAINTENANCE INJECTION PUMP REPLACEMENT FOR FIRE TENDER MAY 25 PF10	\$5,372.13
EFT16869	22/05/2025	B & N EYRE BROOKTON NEWSAGENCY	BOOK PRIZES FOR LIBRARY EVENT - BROOKTON LIBRARY CHALLENGE INCLUDES VOUCHERS & BOOK BAGS	\$158.98
EFT16870	22/05/2025	BEDFORD ARMS HOTEL	CATERING FOR CBF MEETING ELECTED MEMBERS X 6, STAFF X 4 MAY 25	\$273.00
EFT16871	22/05/2025	BEVERLEY COMMUNITY RESOURCE CENTRE INC	A1 & A2 LAMINATING, GRAPHICS & MOUNTING CARD FOR KINDNESS IS CONTAGIOUS EV0008	\$41.00
EFT16872	22/05/2025	BOB WADDELL & ASSOCIATES PTY LTD	PROFESSIONAL ASSISTANCE FOR BRIDGE FUNDING & ASSET ACCOUNTING MAY 25	\$44.00
EFT16873	22/05/2025	BONNIE MCIVOR	REIMBURSEMENT FOR ACCOMMODATION, REQUIRED FOR 2 DAY COURSE IN PERTH 12/05/25 TO 13/05/25 - AO	\$264.65
EFT16874	22/05/2025	BOOEASY AUSTRALIA PTY LTD	CARAVAN PARK ROOM MANAGER MONTHLY FEE - APRIL 25 CARAOP	\$242.00
EFT16875	22/05/2025	BROOKTON PLUMBING	REPLACE SHOWER TAPWARE IN U1MSOP MAY 25	\$275.00
EFT16876	22/05/2025	BROOKTON TYRE SERVICE	REACTIVE MAINTENANCE REPLACE 2 WORN TYRES ON GRADER PG9 APRIL 25	\$5,976.30
EFT16877	45799	CIVIL PRODUCTS WA	2 X CUSTOM ARCHED SIGN 1200X1300 & 2 X CUSTOM ALUCABOND PAVEMENT SIGN 580X880 FOR CRC STREET ADVERTISING	\$276.98
EFT16878	45799	CLEANFLOW ENVIRONMENTAL SOLUTIONS	UV RELINING PIPES ON KING STREET, FALLS STREET, ROBINSON ROAD SEWEPIPE MAY 25	\$60,003.00

CHQ/EFT	DATE	NAME	DESCRIPTION	AMOUNT
EFT16879	45799	DAWSONS CONCRETE & REINFORCING	CONCRETE WORKS FOR PATH AT OVAL MAY 25	\$2,750.00
EFT16880	45799	DELTA AGRIBUSINESS WA- BROOKTON RURAL TRADERS	MONTHLY PURCHASES FOR WORKS MARCH 25 PPT15, TOWNOP, DEPOOP, CEMEOP, MUSEOP, PT15, RETIC, MADIOP, TENNOP, U740WS, ADMIOP, U1MSUOP, U2MSUOP	\$1,279.17
EFT16881	45799	EDGE PLANNING & PROPERTY	CONTRACT PLANNING SERVICES 12 X HOURS INCLUDES DEVELOPMENT APPLICATIONS, SUBDIVISION & BOUNDARY APPLICATIONS, ADVICE TO THE SHIRE, ADVICE TO PROPONENTS & COMMUNITY MEMBERS APRIL 25	\$1,914.00
EFT16882	45799	ELECTRON ENERGY PTY LTD	TRAVEL, INSTALL POWER POINT AT CARAVAN PARK CAMP KITCHEN, DE-ENERGISE & RE-ENERGISE EFFLUENT POND PUMP SEWEOP, ELECTRICAL CLEAN UP OF EFFLUENT POND SHED SEWEOP, REPLACE 2 RCD AT SHIRE ADMIN BUILDING ADMIOP MAY 25	\$4,089.67
EFT16883	22/05/2025	FLEET FITNESS	REPLACEMENT OF GYM EQUIPMENT INCLUDES 8 X FOAM MATS, 3X EXERCISE BALLS, 4 X MEDICINE BALLS, 2 X SETS RESISTANCE BANDS, 2 X CABLE GRIP HANDLES GYMOP	\$1,149.50
EFT16884	22/05/2025	GERALDTON TRANSPORT	FREIGHT FEE FOR FLEET FITNESS PRODUCTS 24/04/25 GYMOP	\$48.13
EFT16885	22/05/2025	GREAT SOUTHERN WASTE DISPOSAL	UNDER CHARGE FOR DOMESTIC RUBBISH COLLECTION - 450 HOUSEHOLDS 26/12/25 TO 30/01/25 22C DIFFERENCE PER BIN, RECYCLING 09/01/25 & 23/01/25 - 335 HOUSEHOLDS 22C DIFFERENCE PER BIN, LANDFILL LABOUR HOURS 26/12/25 TO 30/01/25 195 HOURS \$11 DIFFERENCE PER HOUR, LANDFILL MACHINE HOURS 26/12/25 TO 30/01/25 15 HOURS \$11 DIFFERENCE PER HOUR RUBBOP, TIPOP	\$2,952.40
EFT16886	22/05/2025	INTELFIE GROUP LTD	ROADSIDE VEGETATION MULCHING & PRUNING, ACCOMMODATION & MEALS 14/04/25 TO 17/04/25 MATTR2R	\$13,101.00
EFT16887	22/05/2025	INTERFIRE AGENCIES (AUST) PTY LTD	FEMALE CAMLOCK TO MALE CAMLOCK ALLOY FITTINGS X 2 WBSHEDOP & EBSHEDOP	\$374.97
EFT16888	22/05/2025	IT VISION	ALTUS ENTERPRISE CONTENT MANAGER UPGRADE SHIRE ADMIN MAY 25	\$1,108.80
EFT16889	22/05/2025	LANDGATE (DOLA)	CONSOLIDATION MINING TENEMENT ROLL MAY 25	\$250.55
EFT16890	22/05/2025	LCG PAINTING	PAINTING & REPAIRS FOR WB EVA PAVILION TENNIS ROOM, CHANGE ROOMS & OUTSIDE TOILETS, INSIDE PAINTING CARAVAN PARK CHALETs X 4 MAY 25 CARAOP	\$32,000.00

CHQ/EFT	DATE	NAME	DESCRIPTION	AMOUNT
EFT16891	22/05/2025	LGC TRAFFIC MANAGEMENT	TRAFFIC CONTROL FOR YORK WILLIAMS RD WIDENING SLK 16.85 - 13.70 14/04/25 TO 17/04/25 YORKRRG	\$16,590.73
EFT16892	22/05/2025	MCINTOSH AND SON NARROGIN MCINTOSH AND SON NARROGIN	NEW BATTERY & BATTERY NUTS FOR DRUM ROLLER PR9 APRIL 25, TRAVEL, INSPECT & FIX BLOWN HOSE ON LOADER PL7 MARCH 25, TRAVEL, INSPECT & FIX ROLLER PR8 FEBRUARY 25, TRAVEL, INSPECT & FIX BROKEN CHAIN ON TIP TRUCK PT14 MARCH 25, TRAVEL, INSPECT & REPLACE HOSE ON LOADER PL7 FEBRUARY 25	\$2,254.33
EFT16893	22/05/2025	MCPEST PEST CONTROL	TERMITE INSPECTION & REPORT FOR 13 BRIDGES 3162A, 4863, 3158A, 3159A, 3156A, 3143, 3154A, 3150A, 4834, 4878A, 3152A, 3163A, 3146A & ADDITIONAL TREATMENTS MAY 25 BRDGOP	\$2,486.00
EFT16894	22/05/2025	OFFICEWORKS BUSINESS DIRECT	STATIONERY ORDER FOR APRIL INCLUDES A5 NOTEBOOKS, A4 FRAMES X 5, LUMBAR BACK SUPPORT, STICKY NOTES, A4 DIARY X 3, STAPLE REMOVAL, SCISSORS, WIRELESS MOUSE & KEYBOARD SHIRE ADMIN	\$404.00
EFT16895	22/05/2025	QUAIRADING EARTHMOVING CO	TRANSPORT LOADER & EXCAVATOR TO PIKE RD & YORK WILLIAMS, EXCAVATOR PLANT HIRE X 4 HOURS, REMOVE FIRE DAMAGED TREES ON PIKE RD & YORK WILLIAMS RD FIREGO APRIL 5	\$1,705.00
EFT16896	22/05/2025	SGS	DWER WASTEWATER TREATMENT PLAN ANNUAL WATER SAMPLES APRIL 2025 SEWEOP	\$410.41
EFT16897	22/05/2025	SLR CONSULTING AUSTRALIA PTY LTD	CORRESPONDENCE WITH DWER BUND AND LINER CONSTRUCTION, LICENCE AMENDMENT FOR DREGGING APRIL 25 SEWEDS	\$3,080.00
EFT16898	22/05/2025	STRATEGIC LEADERSHIP CONSULTING	HR CONSULTANT - CEO REVIEW & TRAVEL COSTS APRIL 25	\$6,608.45
EFT16899	22/05/2025	THE LOCAL GUYS - TEST AND TAG WA TNT	FIRE MAINTENANCE & RCD TESTING FOR PF8, PF9, PF10, PF11, TEST & TAG WBSHEDOP APRIL 25	\$1,517.34
EFT16900	22/05/2025	THOMAN MANAGEMENT PTY LTD T/A QUEST INNALOO	ACCOMMODATION & PARKING 01/05/2025 REQUIRED FOR TRAINING IN PERTH FOR GO	\$202.00
EFT16901	22/05/2025	TOLL TRANSPORT PTY LTD	FREIGHT COSTS FOR POOL WATER TESTS POOLOP FEBRUARY 25	\$40.95
EFT16902	22/05/2025	VISUAL INSPIRATIONS AUST PTY LTD	CHRISTMAS 2025 DECORATIONS - NUTCRACKER H3MXW0.5MXD1M, METAL WREATH H4MXW4M EV0003	\$1,320.00
EFT16903	22/05/2025	WA CONTRACT RANGER SERVICES	RANGER CONTRACT SERVICES 30/04/25 3.25 HOURS ANIMAL CONTROL & 07/05/25 3.25 HOURS ANIMAL CONTROL	\$750.75

CHQ/EFT	DATE	NAME	DESCRIPTION	AMOUNT
EFT16904	22/05/2025	WALLIS COMPUTER SOLUTIONS	MAY 25 XENEX FIXED WIRELESS 100/100 MBPS 7 UNLIMITED DATA FIXED WIRELESS 400/40 MBPS FOR SHIRE ADMIN	\$203.50
EFT16905	22/05/2025	WOODLANDS DISTRIBUTORS & AGENCIES PTY LTD	DOG WASTE BAGS 8 ROLLS - MAY 25 OVALOP	\$209.66
EFT16906	22/05/2025	ZIRCODATA (TOTALLY CONFIDENTIAL RECORDS)	MONTHLY STORAGE ARCHIVE BOXES X 214 01/04/25 TO 30/04/25	\$55.18
EFT16907	22/05/2025	ZONE 50 ENGINEERING SURVEYS PTY LTD	YORK-WILLIAMS ROAD WIDTH MARKERS FOR SLK 16.85 - 13.70 YORKRRG	\$3,416.60
EFT16908	28/05/2025	ALDERSYDE AGRICULTURAL HALL INC	COMMUNITY CHEST FUND COUNCIL RESOLUTION OCM 05.25-07 FOR CONSTRUCTION OF LIMESTONE RETAINING WALL ALDERSYDE HALL PLAYGROUND	\$5,000.00
EFT16909	28/05/2025	CYBER COMPUTER RECYCLING	COLLECTION & RECYCLING OF E WASTE FROM SHIRE MAY 25	\$390.50
EFT16910	28/05/2025	INTERFIRE AGENCIES (AUST) PTY LTD	FIRE BRIGADE PPE SUPPLIES INCLUDES FIRE BOOTS, LED TORCHES, TORCH HOLDERS, HELMETS WITH FACE SHIELDS, FIRE JACKETS, FIRE PANTS, MASK FILTERS, FIRE MASK RESPIRATORS, FIRE GLOVES, FIRE GOGGLES - ESL	\$27,613.69
EFT16911	28/05/2025	TOLL TRANSPORT PTY LTD	MONTHLY DELIVERY FEES FOR APRIL 25 INCLUDES POOL PRODUCTS & CORSIGN TRAFFIC CONES, POOLOP, OTHMRRM	\$451.39
EFT16912	29/05/2025	COLAS	DANGIN-MEARS RD SLK 3.15 - 7.15 BIOM PRIME ECO & TWO COAT SEAL APRIL 25 WBSF2	\$532,088.31
EFT16913	29/05/2025	DEANNE SWEENEY	UTILITIES REIMBURSEMENT JULY 24 TO JUNE 25 PER SIGNED CONTRACT ARRANGEMENT MCC	\$3,049.40
EFT16914	29/05/2025	WCP CIVIL PTY LTD	CEMENT STABILIZE YORK WILLIAMS RD SLK 13.83 - 16.83 30/04/25 TO 02/05/25 YORKRRG	\$146,583.36
1422.1	01/05/2025	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	\$13.10
1422.1	01/05/2025	CBA MERCHA - BANK FEE - MERCHANT FEE	BANK FEE - MERCHANT FEE	\$2.00
1422.1	01/05/2025	CBA MERCHA - BANK FEE - MERCHANT FEE	BANK FEE - MERCHANT FEE	\$50.00
1423.1	02/05/2025	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	\$14.25
1424.1	05/05/2025	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	\$0.92
1424.1	05/05/2025	CBA MERCHA - BANK FEE - MERCHANT FEE	BANK FEE - MERCHANT FEE	\$1.35
1424.1	05/05/2025	CBA MERCHA - BANK FEE - MERCHANT FEE	BANK FEE - MERCHANT FEE	\$32.10
1424.1	05/05/2025	CBA MERCHA - BANK FEE - MERCHANT FEE	BANK FEE - MERCHANT FEE	\$2.13
1424.1	06/05/2025	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	\$3.30
1425.1	07/05/2025	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	\$0.92
1426.1	08/05/2025	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	\$12.22
1427.1	09/05/2025	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	\$2.35
1427.1	12/05/2025	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	\$1.52

CHQ/EFT	DATE	NAME	DESCRIPTION	AMOUNT
1428.1	13/05/2025	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	\$13.01
1429.1	14/05/2025	CBA MERCHA - BANK FEE - MERCHANT FEE	BANK FEE - MERCHANT FEE	\$3.30
1429.1	14/05/2025	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	\$5.72
1429.1	15/05/2025	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	\$10.20
1430.1	16/05/2025	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	\$10.55
1431.1	19/05/2025	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	\$6.84
1432.1	20/05/2025	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	\$6.89
1432.1	21/05/2025	CBA MERCHA - BANK FEE - MERCHANT FEE	BANK FEE - MERCHANT FEE	\$0.40
1432.1	21/05/2025	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	\$13.55
1433.1	22/05/2025	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	\$28.07
1435.1	26/05/2025	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	\$0.92
1436.1	27/05/2025	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	\$13.96
1437.1	28/05/2025	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	\$41.14
1437.1	28/05/2025	CBA MERCHA - BANK FEE - MERCHANT FEE	BANK FEE - MERCHANT FEE	\$2.00
1438.1	29/05/2025	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	\$24.05
1439.1	30/05/2025	CBA MERCHA - BANK FEE - MERCHANT FEE	BANK FEE - MERCHANT FEE	\$237.14
1439.1	30/05/2025	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	\$16.41
DD8464.10	13/05/2025	EQUIP SUPER	SUPERANNUATION CONTRIBUTIONS	\$647.34
DD8464.11	13/05/2025	REST INDUSTRY SUPER	SUPERANNUATION CONTRIBUTIONS	\$410.05
DD8493.10	27/05/2025	EQUIP SUPER	SUPERANNUATION CONTRIBUTIONS	\$647.34
DD8493.11	27/05/2025	AUSTRALIAN RETIREMENT TRUST	SUPERANNUATION CONTRIBUTIONS	\$298.44
PAYJRUN*1267	13/05/2025	SALARIES & WAGES	WEEK 46 - PPE 13/05/2025	\$74,597.46
PAYJRUN*1269	27/05/2025	SALARIES & WAGES	WEEK 48 - PPE 27/05/2025	\$68,205.90
			TOTAL	\$1,494,589.10

List of Credit Card Transactions Paid in May 2025

SHIRE OF BROOKTON - BENDIGO BANK MASTERCARD - CEO

DIRECT DEBIT	DATE	DESCRIPTION	AMOUNT
DD8469.3	14/05/2025	2 X BEVERAGES FOR COUNTRY ZONE SEMINAR 28/03/25	\$10.94
		AUSTRALIAN COMMUNICATIONS & MEDIA AUTHORITY, LICENCE #254488/1 & LICENCE #254489/1	\$1,112.00
		45L FRIDGE FREEZER & DELIVERY FOR CESM VEHICLE	\$519.95
		STARLINK INTERNET CHARGES WB EVA PAVILION 05/04/25 TO 05/05/25	\$176.00
		STARLINK INTERNET CHARGES WEST BROOKTON FIRE SHED 05/04/25 TO 05/05/25	\$176.00
		STARLINK INTERNET CHARGES CESM VEHICLE 05/04/25 TO 05/05/25	\$80.00
		SINCH MESSAGE MEDIA 2276 MESSAGES OUTBOUND 01/03/25 TO 30/03/25	\$183.18
		DEPT OF WATER & ENVIRONMENTAL REGULATIONS - WWTP LICENCE AMENDMENT FEE - L7994/2003/4	\$272.00
		SURVEY MONKEY ANNUAL PLAN	\$384.00
		BENDIGO BANK CARD FEE	\$4.00
		TOTAL	\$2,918.07

SHIRE OF BROOKTON - BENDIGO BANK MASTERCARD – MCC

DIRECT DEBIT	DATE	DESCRIPTION	AMOUNT
DD8469.1	14/05/2025	WIRELESS HEADSET MICROPHONE SYSTEM & CORD FOR POOL	442.3
		CREDIT CARD FEE	\$4.00
		TOTAL	\$446.30

SHIRE OF BROOKTON - BENDIGO BANK MASTERCARD - CESM

DIRECT DEBIT	DATE	DESCRIPTION	AMOUNT
DD8469.2	14/05/2025	PARKING AT PERTH AIRPORT FOR INCIDENT #714099	\$123.35
		CREDIT CARD FEE	\$4.00
		TOTAL	\$127.35

SHIRE OF BROOKTON - FUEL CARD - CESM

EFT	DATE	DESCRIPTION	AMOUNT
EFT16805	08/05/2025	DIESEL X 61.33L @1.8590	\$114.01
		DIESEL X 21.84L @1.8388	\$40.16
		DIESEL X 43.83L @1.9040	\$83.45
		DIESEL X 53.61L @1.8191	\$97.52
		DIESEL X 61.09L @2.0100	\$122.79
		DIESEL X 60.04L @1.7790	\$106.81
		DIESEL X 62.44L @1.8490	\$115.45
		CARD FEE X 3	\$1.14
		TOTAL	\$ 681.33

SHIRE OF BROOKTON - FUEL CARD - MCC

EFT	DATE	DESCRIPTION	AMOUNT
EFT16805	08/05/2025	DIESEL X 69.50L @2.0100	\$139.70
		DIESEL X 31.99L @2.0100	\$64.30
		DIESEL X 55.17L @2.0100	\$110.89
		CARD FEE X 3	\$1.14
		TOTAL	\$ 316.03

SHIRE OF BROOKTON - FUEL CARD - MIW

EFT	DATE	DESCRIPTION	AMOUNT
EFT16805	08/05/2025	REPLACEMENT CARD FEE	\$2.75
		TOTAL	\$ 2.75

SHIRE OF BROOKTON - FUEL CARD - CESM

EFT	DATE	DESCRIPTION	AMOUNT
EFT16832	15/05/2025	UPL X 43.04L @1.8090	\$77.86
		DIESEL X 63.51L @1.8800	\$119.40
		CARD FEE X 1	\$0.38
		TOTAL	\$ 197.64

SHIRE OF BROOKTON - FUEL CARD - MCC

EFT	DATE	DESCRIPTION	AMOUNT
EFT16832	15/05/2025	DIESEL X 55.45L @1.8800	\$104.25
		DIESEL X 35.16L @1.8800	\$66.10
		DIESEL X 67.28L @1.8030	\$121.31
		DIESEL X 71.74L @1.8800	\$134.87
		CARD FEES X 4	\$1.52
		TOTAL	\$ 428.05

14.06.25.08 STATEMENT OF FINANCIAL ACTIVITY FOR THE PERIOD ENDED 31 MAY 2025

File No:	FIN007
Date of Meeting:	19 June 2025
Location/Address:	N/A
Name of Applicant:	Shire of Brookton
Name of Owner:	Shire of Brookton
Author/s:	Charlotte Cooke – Senior Finance Officer
Authorising Officer:	Deanne Sweeney - Manager Corporate & Community
Declaration of Interest:	The authors have no financial interest in this matter
Voting Requirements:	Simple Majority
Previous Report:	30/04/2025

Summary of Item:

The Statement of Financial Activity for the period ending 31 May 2025 together with associated commentaries are present for Council's consideration.

Description of Proposal:

That Council receives the Statement of Financial Activity for the period ended 31 May 2025, as presented.

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, the Manager Corporate & Community and the Senior Finance Officer. 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

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 31 May 2025, as presented in Attachment 14.06.25.08A.

(Simple majority vote required)

Attachment

Attachment 14.06.25.08A – Statement of Financial Activity for 31 May 2025.



SHIRE OF BROOKTON

MONTHLY FINANCIAL REPORT (Containing the Statement of Financial Activity) FOR THE PERIOD ENDED 31 MAY 2025

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

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

Funding surplus / (deficit) Components

	Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
Opening	\$1.81 M	\$1.89 M	\$1.89 M	\$0.00 M
Closing	\$0.00 M	(\$0.82 M)	\$1.58 M	\$2.40 M

Refer to Statement of Financial Activity

Cash and cash equivalents		
	\$14.32 M	% of total
Unrestricted Cash	\$1.85 M	12.9%
Restricted Cash	\$12.47 M	87.1%

Refer to Note 2 - Cash and Financial Assets

Payables		
	\$0.55 M	% Outstanding
Trade Payables	\$0.48 M	
0 to 30 Days		93.3%
Over 30 Days		1.5%
Over 90 Days		5.2%

Refer to Note 5 - Payables

Receivables		
	\$0.97 M	% Collected
Rates Receivable	\$0.24 M	93.2%
Trade Receivable	\$0.73 M	% Outstanding
Over 30 Days		37.4%
Over 90 Days		4.1%

Refer to Note 3 - Receivables

Key Operating Activities

Amount attributable to operating activities			
Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
\$0.10 M	(\$0.04 M)	\$1.89 M	\$1.93 M

Refer to Statement of Financial Activity

Rates Revenue		
YTD Actual	\$2.89 M	% Variance
YTD Budget	\$2.87 M	0.5%

Refer to Statement of Financial Activity

Grants, Subsidies and Contributions		
YTD Actual	\$1.21 M	% Variance
YTD Budget	\$1.35 M	(10.3%)

Refer to Note 13 - Operating Grants and Contributions

Fees and Charges		
YTD Actual	\$1.08 M	% Variance
YTD Budget	\$0.88 M	22.7%

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)
(\$5.23 M)	(\$5.54 M)	(\$2.03 M)	\$3.51 M

Refer to Statement of Financial Activity

Proceeds on sale		
YTD Actual	\$0.18 M	%
Adopted Budget	\$0.22 M	(19.6%)

Refer to Note 7 - Disposal of Assets

Asset Acquisition		
YTD Actual	\$4.54 M	% Spent
Adopted Budget	\$9.03 M	(49.8%)

Refer to Note 8 - Capital Acquisitions

Capital Grants and Contributions		
YTD Actual	\$2.29 M	% Received
Adopted Budget	\$3.51 M	(34.6%)

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)
\$3.32 M	\$2.86 M	(\$0.18 M)	(\$3.04 M)

Refer to Statement of Financial Activity

Borrowings	
Principal repayments	\$0.19 M
Interest expense	\$0.04 M
Principal due	\$0.93 M

Refer to Note 9 - Borrowings

Reserves		
Reserves balance	\$12.47 M	
Interest earned	\$0.28 M	0.0%

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.

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 31 MAY 2025

BY NATURE

	Ref	Adopted Budget	Amended Budget	YTD Budget	YTD Actual	Variance \$	Variance %	Var.
	Note	(a)		(b)	(c)	(c) - (b)	((c) - (b))/(b)	
		\$	\$	\$	\$	\$	%	
OPERATING ACTIVITIES								
Revenue from operating activities								
Rates		2,874,905	2,874,905	2,874,905	2,888,383	13,478	0.47%	
Grants, subsidies and contributions	13	1,513,445	1,511,837	1,350,301	1,211,878	(138,423)	(10.25%)	▼
Fees and charges		910,585	917,185	881,651	1,082,092	200,441	22.73%	▲
Interest revenue		347,470	565,470	518,955	420,277	(98,678)	(19.01%)	▼
Other revenue		2,049,227	2,083,927	1,172,225	397,089	(775,136)	(66.13%)	▼
Profit on disposal of assets	7	12,042	12,042	11,122	12,972	1,850	16.63%	
		7,707,674	7,965,366	6,809,159	6,012,691	(796,468)	(11.70%)	
Expenditure from operating activities								
Employee costs		(2,623,566)	(2,625,416)	(2,336,370)	(2,171,489)	164,881	7.06%	
Materials and contracts		(4,288,616)	(4,236,148)	(3,888,391)	(1,402,776)	2,486,615	63.92%	▲
Utility charges		(267,774)	(267,774)	(245,146)	(198,287)	46,859	19.11%	▲
Depreciation		(2,297,086)	(2,297,086)	(2,105,433)	(2,265,856)	(160,423)	(7.52%)	▼
Finance costs		(65,317)	(52,395)	(51,265)	(43,108)	8,157	15.91%	
Insurance expenses		(228,961)	(236,174)	(235,478)	(237,213)	(1,735)	(0.74%)	▼
Other expenditure		(125,302)	(94,191)	(78,992)	(52,557)	26,435	33.46%	▲
Loss on disposal of assets	7	(64,405)	(64,405)	(59,475)	(130,150)	(70,675)	(118.83%)	▼
		(9,961,027)	(9,873,589)	(9,000,550)	(6,501,437)	2,499,113	(27.77%)	
Non-cash amounts excluded from operating activities	1(a)	2,349,449	2,349,449	2,153,786	2,383,034	229,248	10.64%	▲
Amount attributable to operating activities		96,096	441,226	(37,605)	1,894,288	1,931,893	(5137.33%)	
INVESTING ACTIVITIES								
Inflows from investing activities								
Proceeds from capital grants, subsidies and contributions	14	3,508,256	3,603,844	3,030,369	2,293,765	(736,604)	(24.31%)	▼
Proceeds from disposal of assets	7	260,000	224,027	205,337	180,215	(25,122)	(12.23%)	▼
Proceeds from financial assets at amortised cost - self supporting loans	9	29,967	29,967	29,966	29,967	1	0.00%	
		3,798,223	3,857,838	3,265,672	2,503,947	(761,725)	(23.33%)	
Outflows from investing activities								
Payments for inventories, property, plant and equipment and infrastructure	8	(9,027,010)	(9,274,038)	(8,805,335)	(4,535,070)	4,270,265	48.50%	▲
		(9,027,010)	(9,274,038)	(8,805,335)	(4,535,070)	4,270,265	(48.50%)	
Amount attributable to investing activities		(5,228,787)	(5,416,200)	(5,539,663)	(2,031,123)	3,508,540	(63.33%)	
FINANCING ACTIVITIES								
Inflows from financing activities								
Proceeds from new debentures	9	600,000	600,000	600,000	600,000	0	0.00%	
Transfer from reserves	11	4,377,069	4,405,729	4,038,584	13,056	(4,025,528)	(99.68%)	▼
		4,977,069	5,005,729	4,638,584	613,056	(4,025,528)	(86.78%)	
Outflows from financing activities								
Repayment of borrowings	9	(210,570)	(185,929)	(183,907)	(185,928)	(2,021)	(1.10%)	▼
Payments for principal portion of lease liabilities	10	(1,568)	(1,568)	(1,568)	(1,568)	0	0.01%	
Transfer to reserves	11	(1,446,331)	(1,735,409)	(1,590,787)	(602,645)	988,142	62.12%	▲
		(1,658,469)	(1,922,906)	(1,776,262)	(790,141)	986,121	(55.52%)	
Amount attributable to financing activities		3,318,600	3,082,823	2,862,322	(177,085)	(3,089,407)	(106.19%)	
MOVEMENT IN SURPLUS OR DEFICIT								
Net current assets at start of financial year - surplus/(deficit)	1(c)	1,814,091	1,892,153	1,892,153	1,892,153	0	(0.00%)	
Amount attributable to operating activities		96,096	441,226	(37,605)	1,894,288	1,931,893	(5137.33%)	▲
Amount attributable to investing activities		(5,228,787)	(5,416,200)	(5,539,663)	(2,031,123)	3,508,540	(63.33%)	▲
Amount attributable to financing activities		3,318,600	3,082,823	2,862,322	(177,085)	(3,089,407)	(106.19%)	
Net current assets at end of financial year - surplus/(deficit)	1(c)	0	(0)	(822,793)	1,578,233	2,401,026	291.81%	

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.

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 PURPOSE FUNDING 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 being of the community. 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 31 MAY 2025

BY PROGRAM

	Note	Adopted Annual Budget \$	YTD Budget (a) \$	YTD Actual (b) \$	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	Var. ▲▼	Significant Var. \$
		\$	\$	\$	\$	%		
OPERATING ACTIVITIES								
Revenue from operating activities								
Governance		6,034	14,660	19,042	4,382	29.89%	▲	
General Purpose Funding - Rates	6	2,874,905	2,874,905	2,888,383	13,478	0.47%	▲	
General Purpose Funding - Other		964,796	999,535	1,027,744	28,209	2.82%	▲	
Law, Order and Public Safety		609,420	548,893	278,175	(270,718)	(49.32%)	▼	\$
Health		300	275	702	427	155.21%	▲	
Education and Welfare		57,700	52,888	61,641	8,753	16.55%	▲	
Housing		98,687	90,739	96,935	6,196	6.83%	▲	
Community Amenities		501,902	502,854	551,185	48,381	9.61%	▲	
Recreation and Culture		34,133	38,890	51,740	12,850	33.04%	▲	\$
Transport		2,114,406	1,225,906	443,906	(782,080)	(63.79%)	▼	\$
Economic Services		414,791	394,381	510,090	115,709	29.34%	▲	\$
Other Property and Services		30,600	65,153	83,148	17,995	27.62%	▲	\$
		7,707,674	6,809,159	6,012,691	(796,468)	(11.70%)	▼	
Expenditure from operating activities								
Governance		(646,730)	(518,324)	(499,422)	18,902	-3.65%	▲	
General Purpose Funding		(432,578)	(404,875)	(375,646)	29,229	-7.22%	▲	
Law, Order and Public Safety		(980,658)	(866,489)	(571,911)	294,578	-34.00%	▲	\$
Health		(23,316)	(20,724)	(17,944)	2,780	-13.41%	▲	
Education and Welfare		(112,939)	(103,773)	(101,171)	2,602	-2.51%	▲	
Housing		(187,323)	(153,267)	(116,898)	36,369	-23.73%	▲	\$
Community Amenities		(708,559)	(617,321)	(563,250)	54,071	-8.76%	▲	
Recreation and Culture		(1,065,083)	(978,296)	(939,336)	38,960	-3.98%	▲	
Transport		(4,870,895)	(4,460,190)	(2,574,593)	1,885,597	-42.28%	▲	\$
Economic Services		(878,643)	(822,447)	(694,956)	127,491	-15.50%	▲	\$
Other Property and Services		(54,303)	(54,844)	(46,310)	8,534	-15.56%	▲	
		(9,961,027)	(9,000,550)	(6,501,437)	2,499,113	-27.77%	▼	
Non-cash amounts excluded from operating activities	1(a)	2,349,449	2,153,786	2,383,034	229,248	-10.64%	▼	
Amount attributable to operating activities		96,096	(37,605)	1,894,288	1,931,893	(5137.33%)	▲	
INVESTING ACTIVITIES								
Inflows from investing activities								
Proceeds from capital grants, subsidies and contributions	14	3,508,256	3,030,369	2,293,765	(736,604)	(24.31%)	▼	\$
Proceeds from Disposal of Assets	7	260,000	205,337	180,215	(25,122)	(12.23%)	▼	\$
Proceeds from financial assets at amortised cost - self supporting loans	9	29,967	29,966	29,967	1	0.00%	▲	
		3,798,223	3,265,672	2,503,947	(761,725)	(23.33%)	▼	
Outflows from investing activities								
Payments for inventories, property, plant and equipment and infrastructure	8	(9,027,010)	(8,805,335)	(4,535,070)	4,270,265	-48.50%	▲	\$
		(9,027,010)	(8,805,335)	(4,535,070)	4,270,265	(48.50%)	▲	
Amount attributable to investing activities		(5,228,787)	(5,539,663)	(2,031,123)	3,508,540	(63.33%)	▲	
FINANCING ACTIVITIES								
Inflows from financing activities								
Proceeds from New Debentures	9	600,000	600,000	600,000	0	0.00%	▲	
Transfer from Reserves	11	4,377,069	4,038,584	13,056	(4,025,528)	(99.68%)	▼	\$
		4,977,069	4,638,584	613,056	(4,025,528)	(86.78%)	▼	
Outflows from financing activities								
Repayment of borrowings	9	(210,570)	(183,907)	(185,928)	(2,021)	(1.10%)	▼	
Payments for principal portion of lease liabilities	10	(1,568)	(1,568)	(1,568)	(0)	(0.01%)	▼	
Transfer to Reserves	11	(1,446,331)	(1,590,787)	(602,645)	988,142	62.12%	▲	\$
		(1,658,469)	(1,776,262)	(790,141)	986,121	(55.52%)	▲	
Amount attributable to financing activities		3,318,600	2,862,322	(177,085)	(3,039,407)	(106.19%)	▼	
MOVEMENT IN SURPLUS OR DEFICIT								
Net current assets at start of financial year - surplus/(deficit)	1	1,814,091	1,892,153	1,892,153	0	(0.00%)	▲	
Amount attributable to operating activities		96,096	(37,605)	1,894,288	1,931,893	(5137.33%)	▲	
Amount attributable to investing activities		(5,228,787)	(5,539,663)	(2,031,123)	3,508,540	(63.33%)	▲	
Amount attributable to financing activities		3,318,600	2,862,322	(177,085)	(3,039,407)	(106.19%)	▼	
Net current assets at end of financial year - surplus/(deficit)	1	0	(822,793)	1,578,233	2,401,026	291.81%	▲	

KEY INFORMATION

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

Refer to Note 15 for an explanation of the reasons for the variance.

The material variance adopted by Council for the 2024/25 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 31 May 2025

(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*.

	Notes	Adopted Budget	Amended Budget	YTD Budget (a)	YTD Actual (b)
Non-cash items excluded from operating activities		\$	\$	\$	\$
Adjustments to operating activities					
Less: Profit on asset disposals	7	(12,042)	(12,042)	(11,122)	(12,972)
Add: Loss on asset disposals	7	64,405	64,405	59,475	130,150
Add: Depreciation on assets		2,297,086	2,297,086	2,105,433	2,265,856
Total non-cash items excluded from operating activities		2,349,449	2,349,449	2,153,786	2,383,034

(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 2024	Amended Budget Opening 30 June 2024	Last Year Closing 30 June 2024	Year to Date 31 May 2025
Adjustments to net current assets					
Less: Reserves - restricted cash	11	(11,880,663)	(11,880,665)	(11,880,665)	(12,470,253)
Less: - Financial assets at amortised cost - self supporting loans	4	(29,967)	(29,967)	(29,967)	0
Add: Borrowings	9	210,570	161,834	161,834	0
Add: Lease liabilities	10	1,568	1,568	1,568	0
Total adjustments to net current assets		(11,698,492)	(11,747,230)	(11,747,230)	(12,470,253)

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

Current assets					
Cash and cash equivalents	2	14,503,939	14,728,692	14,728,692	14,321,073
Financial assets at amortised cost	4	29,967	0	0	0
Rates receivables	3	126,600	105,539	105,539	179,609
Receivables	3	109,370	160,262	160,262	729,374
Other current assets	4	32,367	77,315	77,315	31,384
Less: Current liabilities					
Payables	5	(388,358)	(226,525)	(226,525)	(552,511)
Borrowings	9	(151,836)	(161,834)	(161,834)	0
Contract liabilities	12	(549,668)	(688,741)	(688,741)	(306,687)
Lease liabilities	10	(1,568)	(1,568)	(1,568)	0
Provisions	12	(199,079)	(353,756)	(353,756)	(353,756)
Less: Total adjustments to net current assets	1(b)	(11,698,492)	(11,747,230)	(11,747,230)	(12,470,253)
Closing funding surplus / (deficit)		1,813,242	1,892,153	1,892,153	1,578,233

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.

STATEMENT OF FINANCIAL ACTIVITY INFORMATION (ALTERNATE PRESENTATION)

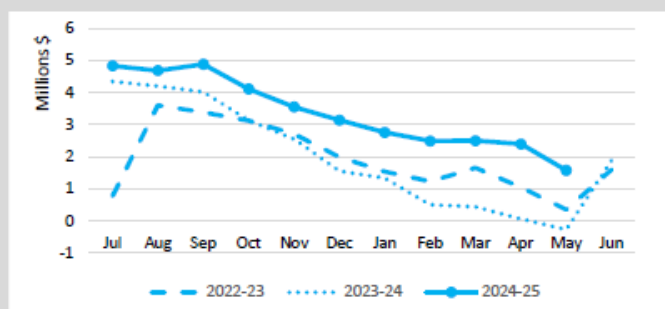
Adjusted Net Current Assets	Note	Last Years Closing 30/06/2024	This Time Last Year 31/05/2024	Year to Date Actual 31/05/2025
		\$	\$	\$
Current Assets				
Cash Unrestricted	2	2,848,027	516,340	1,850,819
Cash Restricted - Reserves	2	11,880,665	13,036,363	12,470,253
Receivables - Rates	3	105,539	120,391	179,609
Receivables - Other	3	160,262	308,816	729,374
Other Financial Assets	4	29,967	0	0
Inventories	4	25,544	24,973	31,384
		15,071,807	14,006,882	15,261,440
Less: Current Liabilities				
Payables	5	(211,045)	(83,662)	(534,833)
Contract Liabilities/Capital Grant and Contribution Liabilities	12	(688,741)	(793,954)	(306,687)
Bonds & Deposits	5	(15,480)	(15,220)	(17,679)
Loan and Lease Liability	9	(163,402)	0	0
Provisions	12	(353,756)	(343,905)	(353,756)
		(1,432,424)	(1,236,742)	(1,212,954)
Less: Cash Reserves	11	(11,880,665)	(13,036,363)	(12,470,253)
Add Back: Loan and Lease Liability		163,402	(0)	0
Less : Loan Receivable - clubs/institutions		(29,967)	0	0
Net Current Funding Position		1,892,153	(266,222)	1,578,233

SIGNIFICANT ACCOUNTING POLICIES

Please see Note 1(a) for information on significant accounting policies 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)

\$1.58 M

Last Year YTD

Surplus(Deficit)

Description	Classification	Unrestricted \$	Restricted \$	Total Cash \$	Trust \$	Institution	Interest Rate	Maturity Date
Cash on hand								
Cash Floats	Cash and cash equivalents	350		350		N/A	NIL	On hand
At Call Deposits								
Municipal Cash At Bank	Cash and cash equivalents	287,514		287,514		Bendigo	0.00%	N/A
Municipal Cash At Bank (Cash Management A/C)	Cash and cash equivalents	286,204		286,204		Bendigo	1.25%	N/A
Municipal Term Deposit	Cash and cash equivalents	1,258,412		1,258,412		WATC	4.05%	OCD
Bond Cash At Bank	Cash and cash equivalents	18,340		18,340		Bendigo	0.00%	N/A
Term Deposits								
Reserves Cash At Bank	Cash and cash equivalents		2,434,752	2,434,752		Bendigo	3.40%	20/06/2025
Reserves Cash At Bank	Cash and cash equivalents		4,898,425	4,898,425		WATC	4.48%	23/06/2025
Reserves Cash At Bank	Cash and cash equivalents		2,137,077	2,137,077		WATC	4.47%	23/06/2025
Reserves Cash At Bank	Cash and cash equivalents		3,000,000	3,000,000		WATC	4.46%	23/06/2025
Total		1,850,819	12,470,253	14,321,073	0			
Comprising								
Cash and cash equivalents		1,850,819	12,470,253	14,321,073	0			
		1,850,819	12,470,253	14,321,073	0			

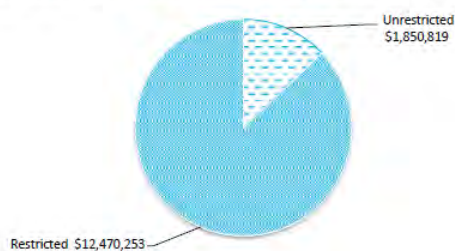
KEY INFORMATION

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.

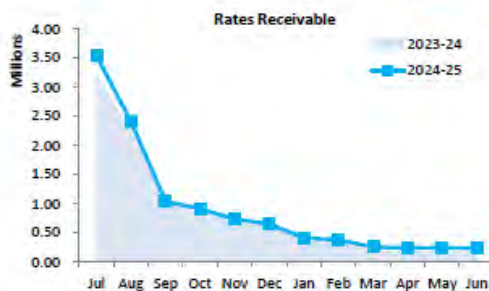
The local government classifies financial assets at amortised cost if both of the following criteria are met:

- 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.



Rates receivable	30 June 2024	31 May 2025
	\$	\$
Opening arrears previous years	155,777	167,905
Levied this year	3,140,401	3,375,487
Less - collections to date	(3,128,273)	(3,301,416)
Gross rates collectable	167,905	241,975
Net rates collectable	167,905	241,975
% Collected	94.9%	93.2%



Receivables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$	\$
Receivables - general	0	329,786	2,254	208,821	22,907	563,767
Percentage	0.0%	58.5%	0.4%	37%	4.1%	
Balance per trial balance						563,767
Sundry receivable						96,905
GST receivable						14,929
Other Receivables						53,772
Receivable - Employee Related Provisions - Current						729,374
Total receivables general outstanding						729,374

Amounts shown above include GST (where applicable)

KEY INFORMATION

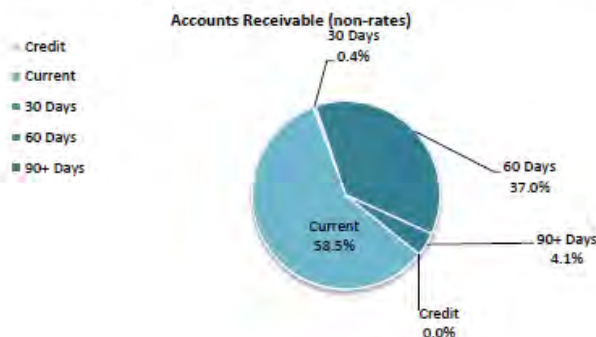
Trade and other receivables include amounts due from ratepayers for unpaid rates and service charges and other amounts due from third parties for goods sold and services performed in the ordinary course of business.

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.



**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MAY 2025**

**OPERATING ACTIVITIES
NOTE 4
OTHER CURRENT ASSETS**

	Opening Balance 1 July 2024	Asset Increase	Asset Reduction	Closing Balance 31 May 2025
Other current assets	\$	\$	\$	\$
Other financial assets at amortised cost				
Financial assets at amortised cost - self supporting loans	29,967	0	(29,967)	0
Inventory				
Fuel and materials (including gravel)	25,544	5,841	0	31,384
Accrued income/prepayments	21,804	0	(21,804)	0
Total other current assets	77,315	5,841	(51,771)	31,384
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.

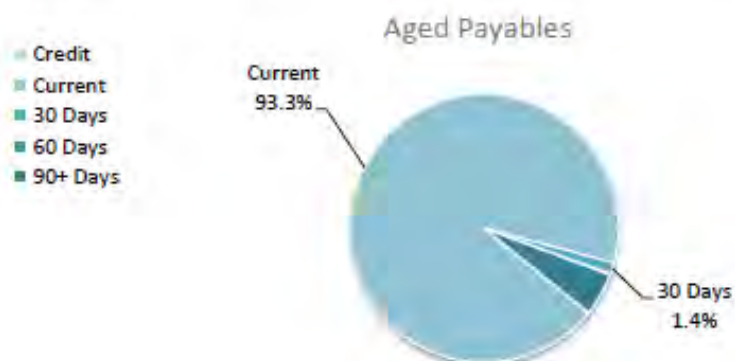
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MAY 2025

OPERATING ACTIVITIES
NOTE 5
PAYABLES

Payables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$	\$
Payables - general	0	452,357	6,807	515	25,093	484,773
Percentage	0%	93.3%	1.4%	0.1%	5.2%	
Balance per trial balance						
Sundry creditors						484,773
Other creditors						8,371
Bonds and deposits held						17,679
Prepaid (Excess) Rates						41,688
Total payables general outstanding						552,511
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.



NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MAY 2025

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	0.10550	250	2,986,366	315,062	0	0	315,062	315,062	14,091	0	329,153
Industrial	0.10550	5	78,870	8,321	0	0	8,321	8,321	0	0	8,321
Commercial	0.10550	19	641,536	67,682	0	0	67,682	67,682	950	0	68,632
GRV	0.10550	2	392,500	41,409	0	0	41,409	41,409	0	0	41,409
Unimproved value											
Unimproved	0.00604	201	337,966,003	2,042,667	0	0	2,042,667	2,042,667	(1,609)	486	2,041,544
Non Rateable											
Sub-Total		477	342,065,275	2,475,141	0	0	2,475,141	2,475,140	13,432	486	2,489,058
Minimum payment	Minimum \$										
Gross rental value											
Residential	939	67	184,411	62,913	0	0	62,913	62,913	0	0	62,913
Industrial	939	2	9,280	939	0	0	939	1,878	0	0	1,878
Commercial	939	11	60,396	10,329	0	0	10,329	10,329	0	0	10,329
GRV	939	1	7,825	1,878	0	0	1,878	939	0	0	939
Unimproved value											
Unimproved	1,569	178	24,594,994	279,282	0	0	279,282	279,282			279,282
Sub-total		259	24,856,906	355,341	0	0	355,341	355,341	0	0	355,341
		736	366,922,181	2,830,482	0	0	2,830,482	2,830,481	13,432	486	2,844,399
Discount							-1,300				(1,739)
Amount from general rates							2,829,182				2,842,660
Ex-gratia rates (CBH)	Tonnage	2		45,723	0	0	45,723	45,723	0	0	45,723
Total general rates							2,874,905				2,888,383
Total		736					2,874,905				2,888,383

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 2024 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.

Asset Ref.	Asset description	Budget				YTD Actual			
		Net Book Value	Proceeds	Profit	(Loss)	Net Book Value	Proceeds	Profit	(Loss)
		\$	\$	\$	\$	\$	\$	\$	\$
	Plant and equipment								
	Governance								
PAV5	2021 Mazda Cx-30 G25 - 180	23,976	19,091	1,024	0	27,731	19,091	0	(8,640)
	Law, order, public safety								
PU35	Mitsubishi Mr4W47 2019 Triton Ute	30,267	25,000	0	(5,267)	29,896	17,273	0	(12,623)
	Transport								
PU36	2020 MR MITSUBISHI TRITON GLX-R 4X4 DUAL CAB	23,414	24,545	1,586	0	25,729	24,545	0	(1,184)
PU37	2014 FOTON TUNLAND UTE	5,590	5,000	0	(590)	0	0	0	0
PU34	2020 MITSUBISHI MR4T40 TRITON DUAL CAB UTE	25,959	25,000	0	(959)	0	0	0	0
PU118	2020 MR4W47 MITSUBISHI TRITON 4X4 GLX	25,929	20,909	0	(929)	26,653	20,909	0	(5,744)
PB44	2012 CASE 581PCS BACKHOE - B05418	58,058	35,000	0	(23,058)	57,121	31,510	0	(25,611)
PR8	2012 BOMAG BW25RH MULTI WHEEL ROLLER-1DUK617	48,429	20,100	1,571	0	47,707	17,505	0	(30,202)
PR10	E TYRE ROLLER ET002	21,801	1,054	0	(16,801)	21,682	1,054	0	(20,628)
PR11	E TYRE ROLLER ET003	21,801	1,129	0	(16,801)	21,682	1,129	0	(20,553)
PMUL	DEBRIS BILLY GOAT MOUNTED MULCHER	8,679	3,645	6,321	0	8,609	3,645	0	(4,964)
PPT12	CHIPPER/MULCHER - HANSA C27	18,460	23,554	1,540	0	17,168	23,554	6,386	0
	Economic services								
6935	LOT 50 - CORBERDING ROAD BROOKTON - A2787	13,414	20,000	0	0	13,414	20,000	6,586	0
		325,777	224,027	12,042	(64,405)	297,393	180,215	12,972	(130,150)



Capital acquisitions	Adopted Budget	Budget	Amended YTD Budget	YTD Actual	YTD Actual Variance
	\$	\$	\$	\$	\$
Buildings	4,252,494	3,946,766	3,661,780	774,369	(2,887,411)
Furniture and equipment	65,356	147,518	136,170	124,109	(12,061)
Plant and equipment	747,487	767,997	751,338	540,594	(210,744)
Bushfire equipment	0	10,660	10,660	10,660	0
Infrastructure - roads	3,201,621	3,201,621	3,145,358	2,498,709	(646,649)
Infrastructure - footpaths	0	138,600	127,050	138,600	11,550
Infrastructure - parks and gardens	60,000	194,091	178,449	0	(178,449)
Infrastructure - sewerage	700,052	797,645	731,159	432,279	(298,881)
Infrastructure - water	0	69,140	63,371	15,750	(47,621)
Payments for Capital Acquisitions	9,027,010	9,274,038	8,805,335	4,535,070	(4,270,265)
Capital Acquisitions Funded By:					
	\$	\$	\$	\$	\$
Capital grants and contributions	3,508,256	3,603,844	3,024,858	2,293,765	(731,093)
Borrowings	600,000	600,000	600,000	600,000	0
Other (disposals & C/Fwd)	260,000	224,027	205,337	180,215	(25,122)
Plant and Vehicle Reserve	700,000	700,000	0	0	0
Furniture & Equipment Reserve	103,016	103,016	13,056	13,056	0
Sewerage Scheme Reserve	197,645	197,645	0	0	0
Building and Facility Reserve	1,006,452	1,006,452	0	0	0
Infrastructure Reserve	355,916	355,916	0	0	0
Innovations & Development Reserve	2,042,700	2,042,700	0	0	0
Contribution - operations	253,025	440,438	4,962,084	1,448,034	(3,514,050)
Capital funding total	9,027,010	9,274,038	8,805,335	4,535,070	(4,270,265)

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.

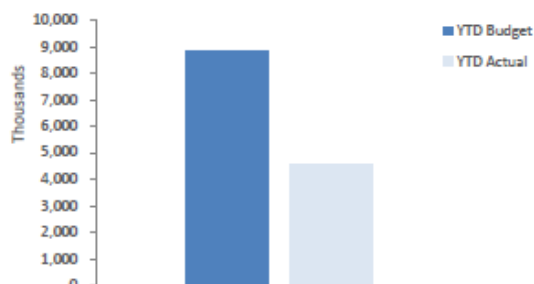
Where multiple individual low value assets are purchased together as part of a larger asset or collectively forming a larger asset exceeding the threshold, the individual assets are recognised as one asset and capitalised.

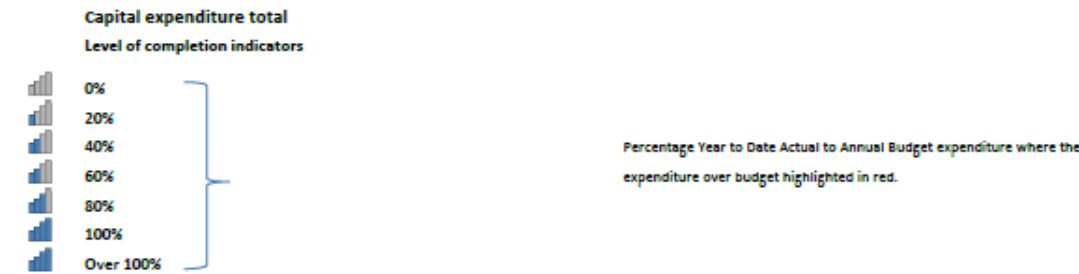
Initial recognition and measurement for assets held at cost
Plant and equipment including furniture and equipment is recognised at cost on acquisition in accordance with *Financial Management Regulation 17A*. Where acquired at no cost the asset is initially recognise at fair value. Assets held at cost 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.

Payments for Capital Acquisitions





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								
E042510	ADMINCAP	9230	ADMINISTRATION OFFICE - CHAMBERS & ADMINISTRATION	(30,000)	(25,455)	(23,331)	(25,455)	2,124
Total - Governance				(30,000)	(25,455)	(23,331)	(25,455)	2,124
E054510	EBSHEDCAP	9230	EAST BROOKTON BFB SHED	(770,709)	(743,476)	(681,516)	(458,948)	(222,568)
E054510	WBSHEDCAP	9230	WEST BROOKTON BFB - APPLIANCE BAY FACILITY AND AI	(239,932)	(239,932)	(219,934)	(201,845)	(18,089)
Total - Law, Order & Public Safety				(1,010,641)	(983,408)	(901,450)	(660,793)	(240,657)
Housing								
E092510	RLANDCAP	9230	PURCHASE ADDITIONAL RESIDENTIAL LAND - STOCK	(45,000)	(45,000)	(41,250)	0	(41,250)
Total - Housing				(45,000)	(45,000)	(41,250)	0	(41,250)
Recreation And Culture								
E111510		9230	PURCHASE BUILDINGS	(25,000)	(20,000)	(18,326)	(20,000)	1,674
E111511	MHALLSFC	9230	MEMORIAL HALL RENEWALS	(755,303)	(755,303)	(692,351)	(19,661)	(672,690)
E112510	POOLCAP	9230	POOL - CAPITAL	(5,000)	(7,500)	(6,875)	(1,080)	(5,795)
E112510	SHEDCAP	9230	BROOKTON AQUATIC CENTRE STORAGE SHED AND CONI	(27,400)	(27,400)	(27,396)	(25,415)	(1,981)
E115510	RWSTCAP	9230	RAILWAY STATION BUILDING REFURBISHMENT	(1,838,150)	(1,582,700)	(1,450,801)	(21,965)	(1,428,836)
Total - Recreation And Culture				(2,650,853)	(2,392,903)	(2,195,749)	(88,121)	(2,107,628)
Economic Services								
E132510		9230	PURCHASE BUILDINGS	(6,000)	0	0	0	0
E136510	INDLCAP	9230	LAND FOR BROOKTON COMMERCIAL/INDUSTRIAL HUB	(500,000)	(500,000)	(500,000)	0	(500,000)
E136510	CRCCAP	9230	BROOKTON CRC LAND & BUILDING CAPITAL	(10,000)	0	0	0	0
Total - Economic Services				(516,000)	(500,000)	(500,000)	0	(500,000)
				0	0	0	0	0
Total - Buildings				(4,252,494)	(3,946,766)	(3,661,780)	(774,369)	(2,887,411)
Plant & Equipment								
Governance								
E042532		9234	ADMIN PURCHASE DCEO VEHICLE	(50,000)	(50,000)	(50,000)	(50,428)	428
Total - Governance				(50,000)	(50,000)	(50,000)	(50,428)	428
Law, Order & Public Safety								
E055530		9234	PURCHASE PLANT & EQUIPMENT - BRMP & CESM	(93,487)	(101,587)	(93,115)	(75,013)	(18,102)
E054000	CCTV	9234	TOWN CCTV INSTALLTION - SECURITY & SAFETY	(9,000)	(6,671)	(6,105)	(6,671)	566
E054530		9236	BUSHFIRE PURCHASE PLANT & EQUIPMENT	0	(10,660)	(10,660)	(10,660)	0
Total - Law, Order & Public Safety				(102,487)	(118,918)	(109,880)	(92,343)	(17,537)
Community Amenities								
E102530		9234	PURCHASE PLANT & EQUIPMENT	0	(5,500)	(5,500)	0	(5,500)
Total - Community Amenities				0	(5,500)	(5,500)	0	(5,500)
Recreation & Culture								
E112530		9234	PURCHASE PLANT & EQUIPMENT	(28,000)	(28,000)	(27,996)	(25,480)	(2,516)
Total - Recreation & Culture				(28,000)	(28,000)	(27,996)	(25,480)	(2,516)
Other Property & Services								
E142530		9234	PURCHASE PLANT & EQUIPMENT	(7,000)	(7,000)	(6,413)	(6,536)	123
E143530	LIGHTV1	9234	PURCHASE P&E - REPLACEMENT PU36 2020 MR					
E143530	LIGHTV3	9234	MITSUBISHI TRITON GLX-R 4X4 DUAL CAB	(50,000)	(50,000)	(50,000)	(49,238)	(762)
E143530		9234	PURCHASE P&E - REPLACEMENT 2014 FOTON TUNLAND	(30,000)	(35,000)	(32,076)	0	(32,076)
E143530		9234	PURCHASE P&E - REPLACEMENT 2020 MITSUBISHI					
E143530	LIGHTV4	9234	MR4T40 TRITON DUAL CAB UTE	(45,000)	(45,000)	(45,000)	0	(45,000)
E143530		9234	PURCHASE P&E - REPLACEMENT 2020 MR4W47					
E143530	LIGHTV5	9234	MITSUBISHI TRITON 4X4 GLX	(45,000)	(49,239)	(45,133)	(49,238)	4,105
E143530	EP003	9234	PURCHASE P&E - REPLACEMENT PBH4 2012 CASE					
E143530		9234	581PCS BACKHOE - B05418	(190,000)	(190,000)	(190,000)	(86,990)	(103,010)
E143530	EP004	9234	PURCHASE P&E - REPLACEMENT 2012 BOMAG BW25RH					
E143530		9234	MULTI WHEEL ROLLER-1DUK617	(200,000)	(200,000)	(200,000)	(191,000)	(9,000)
Total - Other Property & Services				(567,000)	(576,239)	(568,622)	(383,003)	(185,619)
Total - Plant & Equipment				(747,487)	(778,657)	(761,998)	(551,254)	(210,744)
Furniture & Equipment								
Governance								
E042520	ELECCAP	9232	CAPEX - ELECTRONIC EQUIPMENT	(13,056)	(14,056)	(12,881)	(14,016)	1,135
E042520	COMPCAP	9232	INTEGRITY ATTAIN SOFTWARE - COMPLIANCE RECORDS	(12,500)	(8,500)	(7,788)	(8,500)	712
E042520	SERVCAP	9232	ADMIN SERVER	0	(8,052)	(7,381)	(8,051)	670
E042520	OFFICAP	9232	ADMIN OFFICER FURNITURE	0	(7,156)	(6,556)	(7,156)	600
E042520	CCTVCAP	9232	ADMIN OFFICE CCTV	0	(11,749)	(11,749)	0	(11,749)
Total - Governance				(25,556)	(49,513)	(46,355)	(37,723)	(8,632)
Law, Order & Public Safety								
E054520		9232	PURCHASE FURNITURE & EQUIPMENT	0	(27,233)	(24,959)	(23,129)	1,830
Total - Law, Order & Public Safety				0	(27,233)	(24,959)	(23,129)	1,830
Recreation & Culture								
E111520		9232	PURCHASE FURNITURE & EQUIPMENT	(39,800)	(41,282)	(37,840)	(41,282)	3,442
E116520		9232	PURCHASE FURNITURE & EQUIPMENT	0	(6,990)	(6,402)	(6,990)	(588)
E113520		9232	PURCHASE FURNITURE & EQUIPMENT	0	(10,000)	(9,163)	(6,343)	2,820
Total - Recreation & Culture				(39,800)	(58,272)	(53,405)	(54,615)	5,674
Economic Services								
E132520		9232	PURCHASE FURNITURE & EQUIPMENT	0	(12,500)	(11,451)	(8,641)	2,810
Total - Economic Services				0	(12,500)	(11,451)	(8,641)	2,810
Total - Furniture & Equipment				(65,356)	(147,518)	(136,170)	(124,109)	1,681
Infrastructure - Roads								
Transport								
E121555	YORKRRG	9250	YORK-WILLIAMS ROAD	(592,662)	(592,662)	(592,660)	(472,917)	(119,743)
E121560	DAVIR2R	9250	DAVIS ROAD R2R	(109,563)	(109,563)	(109,562)	(99,533)	(10,029)
E121560	MATTR2R	9250	MATTINGLY ROAD R2R	(109,563)	(109,563)	(54,781)	(73,252)	18,471
E121560	MATCR2R	9250	MATTINGLY ROAD CULVERT R2R	(60,024)	(60,024)	(60,024)	0	(60,024)
E121560	STKWR2R	9250	SOUTH KWEDA ROAD R2R	(105,635)	(105,635)	(105,635)	(107,982)	2,347
E121565	TILLSFC	9250	TILLER STREET - CAPITAL WORKS	(45,000)	(45,000)	(45,000)	(23,712)	(21,288)
E121565	BODESFC	9250	BODEY STREET - CAPITAL WORKS	(5,520)	(5,520)	(4,054)	(2,901)	(1,153)
E121565	WOODSFC	9250	WOODS LOOP ROAD CAPITAL WORKS	(110,349)	(110,349)	(110,349)	(113,711)	3,362
E121565	MATRSFC	9250	MATTINGLY ROAD CAPITAL WORKS	(37,000)	(37,000)	(37,000)	(11,417)	(25,583)
E121565	WBSF1	9250	DANGIN-MEARS ROAD WHEATBELT SECONDARY					
E121565		9250	FREIGHT NETWORK	(187,316)	(187,316)	(187,305)	(15,780)	(171,525)
E121565	WBSF2	9250	DANGIN-MEARS ROAD WHEATBELT SECONDARY					
E121570	BRIDGE04	9250	FREIGHT NETWORK 23/24	(1,102,939)	(1,102,939)	(1,102,938)	(1,028,456)	(74,482)
E121570	BRIDGE07	9250	BRIDGE 3146A BOYAGARRA ROAD	(77,500)	(77,500)	(77,500)	(77,500)	0
E121570	BRIDGE09	9250	BRIDGE 3163A JAENSCH ROAD	(49,200)	(49,200)	(49,200)	(49,200)	0
E121570	BRIDGE10	9250	BRIDGE 3158A MATTHEWS ROAD	(24,970)	(24,970)	(24,970)	(24,970)	0
E121572		9250	BRIDGE 4863 YORK-WILLIAMS ROAD	(23,380)	(23,380)	(23,380)	(23,380)	0
E121572		9250	BRIDGE CONSTRUCTION - MRWA & WALGCC	(561,000)	(561,000)	(561,000)	(374,000)	187,000
Total - Transport				(3,201,621)	(3,201,621)	(3,145,358)	(2,498,709)	(272,649)
Total - Infrastructure - Roads				(3,201,621)	(3,201,621)	(3,145,358)	(2,498,709)	(272,649)

Infrastructure - Roads									
Transport									
E121555	YORKRRG	9250	YORK-WILLIAMS ROAD	(592,662)	(592,662)	(592,660)	(472,917)	(119,743)	
E121560	DAVIR2R	9250	DAVIS ROAD R2R	(109,563)	(109,563)	(109,562)	(99,533)	(10,029)	
E121560	MATTR2R	9250	MATTINGLY ROAD R2R	(109,563)	(109,563)	(54,781)	(73,252)	18,471	
E121560	MATCR2R	9250	MATTINGLY ROAD CULVERT R2R	(60,024)	(60,024)	(60,024)	0	(60,024)	
E121560	STKWR2R	9250	SOUTH KWEDA ROAD R2R	(105,635)	(105,635)	(105,635)	(107,982)	2,347	
E121565	TILLSFC	9250	TILLER STREET - CAPITAL WORKS	(45,000)	(45,000)	(45,000)	(23,712)	(21,288)	
E121565	BODESFC	9250	BODEY STREET - CAPITAL WORKS	(5,520)	(5,520)	(4,054)	(2,901)	(1,153)	
E121565	WOODSFC	9250	WOODS LOOP ROAD CAPITAL WORKS	(110,349)	(110,349)	(110,349)	(113,711)	3,362	
E121565	MATRSFC	9250	MATTINGLY ROAD CAPITAL WORKS	(37,000)	(37,000)	(37,000)	(11,417)	(25,583)	
E121565	WBSF1	9250	DANGIN-MEARS ROAD WHEATBELT SECONDARY FREIGHT NETWORK	(187,316)	(187,316)	(187,305)	(15,780)	(171,525)	
E121565	WBSF2	9250	DANGIN-MEARS ROAD WHEATBELT SECONDARY FREIGHT NETWORK 23/24	(1,102,939)	(1,102,939)	(1,102,938)	(1,028,456)	(74,482)	
E121570	BRIDGE04	9250	BRIDGE 3146A BOYAGARRA ROAD	(77,500)	(77,500)	(77,500)	(77,500)	0	
E121570	BRIDGE07	9250	BRIDGE 3163A JAENSCH ROAD	(49,200)	(49,200)	(49,200)	(49,200)	0	
E121570	BRIDGE09	9250	BRIDGE 3158A MATTHEWS ROAD	(24,970)	(24,970)	(24,970)	(24,970)	0	
E121570	BRIDGE10	9250	BRIDGE 4863 YORK-WILLIAMS ROAD	(23,380)	(23,380)	(23,380)	(23,380)	0	
E121572		9250	BRIDGE CONSTRUCTION - MRWA & WALGGC	(561,000)	(561,000)	(561,000)	(374,000)	187,000	
Total - Transport				(3,201,621)	(3,201,621)	(3,145,358)	(2,498,709)	(272,649)	
Total - Infrastructure - Roads				(3,201,621)	(3,201,621)	(3,145,358)	(2,498,709)	(272,649)	
Infrastructure - Sewerage									
Community Amenities									
E102541	SEWPIPE	9254	SEWERAGE PIPE RELINING/UPGRADE	(542,407)	(600,000)	(550,000)	(412,029)	(137,972)	
E102540	SEWEFE	9254	BROOKTON WASTEWATER (EFFLUENT) OXIDATION POND - FENCE	(17,445)	(17,445)	(15,983)	(17,450)	1,467	
E102540	SEWEDS	9254	BROOKTON WASTEWATER (EFFLUENT) OXIDATION POND - DESLUDGING	(140,200)	(180,200)	(165,176)	(2,800)	(162,376)	
Total - Community Amenities				(700,052)	(797,645)	(731,159)	(432,279)	(298,881)	
Total - Infrastructure - Sewerage				(700,052)	(797,645)	(731,159)	(432,279)	(298,881)	
Infrastructure - Footpaths									
Transport									
E121575	FALLFP	9252	FOOTPATH - FALLS STREET - FROM NOACK TO KING	0	(32,400)	(29,700)	(32,400)	(2,700)	
E121575	KINGFP	9252	FOOTPATH - KING STREET - NORTH SIDE OF STREET BETWEEN WILLIAMS AND WHITE STREETS	0	(20,700)	(18,975)	(20,700)	(1,725)	
E121575	NOACFP	9252	FOOTPATH - NOACK STREET - NORTH SIDE WILLIAMS TO WHITE STREETS	0	(20,700)	(18,975)	(20,700)	(1,725)	
E121575	WINKFP	9252	FOOTPATH - WILLIAMS STREET - BETWEEN NOACK AND KING STREETS	0	(32,400)	(29,700)	(32,400)	(2,700)	
E121575	WITNFP	9252	FOOTPATH - WILLIAMS STREET - BETWEEN TILLER AND NOACK STREETS	0	(32,400)	(29,700)	(32,400)	(2,700)	
Total - Transport				0	(138,600)	(127,050)	(138,600)	(11,550)	
Total - Infrastructure - Footpaths				0	(138,600)	(127,050)	(138,600)	(11,550)	
Infrastructure - Water									
Community Amenities									
E107541	HVCAP03	9262	HAPPY VALLEY BORE PUMP	0	(15,750)	(14,432)	(15,750)	1,318	
E107541	HVCAP04	9262	HAPPY VALLEY UPGRADE PIPELINE	0	(53,390)	(48,939)	0	(48,939)	
Total - Community Amenities				0	(69,140)	(63,371)	(15,750)	(47,621)	
Total - Infrastructure - Water				0	(69,140)	(63,371)	(15,750)	(47,621)	
Infrastructure - Parks & Gardens									
Recreation And Culture									
E113531	BCOUCAP	9256	BASKETBALL COURT (HALF SIZE)	(20,000)	(40,000)	(36,663)	0	(36,663)	
E113531	ELEBCAP	9256	ELECTRONIC SIGNAGE BOARD	(40,000)	0	0	0	0	
E113531	LIGHCAP	9256	UPGRADE BROOKTON OVAL LIGHTS	0	(106,850)	(97,944)	0	(97,944)	
E113531	RETICCAP	9256	RETICULATION PARKS & GARDENS	0	(40,810)	(37,411)	0	(37,411)	
E113550	MHALLCP	9256	MEMORIAL HALL - CARPARK	0	(6,431)	(6,431)	0	(6,431)	
Total - Recreation And Culture				(60,000)	(194,091)	(178,449)	0	(178,449)	
Total - Infrastructure - Parks & Gardens				(60,000)	(194,091)	(178,449)	0	(178,449)	
Grand Total				(9,027,010)	(9,274,038)	(8,805,335)	(4,535,070)	(3,905,623)	

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MAY 2025

FINANCING ACTIVITIES
NOTE 9
BORROWINGS

Repayments - borrowings

Information on borrowings			New Loans			Principal Repayments			Principal Outstanding			Interest Repayments		
Particulars	Loan No.	1 July 2024	Actual	Adopted Budget	Amended Budget	Actual	Adopted Budget	Amended Budget	Actual	Adopted Budget	Amended Budget	Actual	Adopted Budget	Amended Budget
		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Education and welfare														
Kalkarni Residency (20%)	80	23,593	0	0	0	(11,469)	(11,469)	(11,469)	12,124	12,124	12,124	(721)	(1,356)	(1,356)
Housing														
Staff Housing (33%)	80	38,929	0	0	0	(18,924)	(18,924)	(18,924)	20,005	20,005	20,005	(1,190)	(2,238)	(2,238)
Community amenities														
Sewerage (14%)	80	16,515	0	0	0	(8,029)	(8,029)	(8,029)	8,487	8,486	8,486	(505)	(949)	(949)
Effluent Loan	83	0	600,000	600,000	600,000	(24,095)	(48,736)	(24,095)	575,905	551,264	575,905	(14,869)	(28,933)	(16,011)
Recreation and culture														
Sport & Recreation	81	284,694		0	0	(74,520)	(74,520)	(74,520)	210,174	210,174	210,174	(18,642)	(20,674)	(20,674)
Other property and services														
Grader (33%)	80	38,929	0	0	0	(18,924)	(18,925)	(18,925)	20,005	20,004	20,004	(1,190)	(2,238)	(2,238)
		402,661	600,000	600,000	600,000	(155,961)	(180,603)	(155,962)	846,700	822,058	846,699	(37,116)	(56,388)	(43,466)
Self supporting loans														
General purpose funding														
Country Club	82	114,485		0	0	(29,967)	(29,967)	(29,967)	84,518	84,518	84,518	(5,379)	(8,315)	(8,315)
		114,485	0	0	0	(29,967)	(29,967)	(29,967)	84,518	84,518	84,518	(5,379)	(8,315)	(8,315)
Total		517,147	600,000	600,000	600,000	(185,928)	(210,570)	(185,929)	931,218	906,577	931,218	(42,495)	(64,703)	(51,781)
Current borrowings		161,834							0					
Non-current borrowings		355,313							931,218					
		517,147							931,218					

All debenture repayments were financed by general purpose revenue.

Self supporting loans are financed by repayments from third parties.

New borrowings 2024-25

Particulars	Amount Borrowed	Amount Borrowed	Institution	Loan Type	Term Years	Total Interest & Charges	Interest Rate	Amount (Used)		Balance Unspent
	Actual	Budget						Actual	Budget	
	\$	\$				\$	%	\$	\$	\$
Effluent Loan	600,000	600,000	WATC	Debenture	10	152,064	4.49	412,029	(600,000)	187,972
	600,000	600,000				152,064		412,029	(600,000)	187,972

The Shire has no unspent debenture funds as at 30th June 2025, nor is it expected to have unspent funds as at 30th June 2026.

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 materially 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.

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MAY 2025

FINANCING ACTIVITIES
NOTE 10
LEASE LIABILITIES

Movement in carrying amounts

Information on leases			New Leases			Principal Repayments			Principal Outstanding			Interest Repayments		
Particulars	Lease No.	1 July 2024	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	19,037	0	0	0	(1,568)	(1,568)	(1,568)	17,469	17,469	17,469	(614)	(614)	(614)
Total		19,037	0	0	0	(1,568)	(1,568)	(1,568)	17,469	17,469	17,469	(614)	(614)	(614)
Current lease liabilities		1,568							0					
Non-current lease liabilities		17,469							17,469					
		19,037							17,469					

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.

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MAY 2025**

OPERATING ACTIVITIES

NOTE 11

RESERVE ACCOUNTS

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	115,326	4,921	4,648	113,016	97,000	(103,016)	(13,056)	130,247	203,919
Leave Reserve	152,717	6,517	3,562	0	0	0	0	159,234	156,279
Sewerage Scheme Reserve	518,155	22,112	12,545	19,625	19,625	(197,645)	0	362,247	550,325
Plant and Vehicle Reserve	616,660	26,316	14,385	625,000	0	(700,000)	0	567,976	631,045
Madison Square Units Reserve	33,945	1,449	799	297	297	0	0	35,691	35,041
Brookton Community Resource Centre R	231,318	9,871	5,396	0	0	0	0	241,189	236,714
Building and Facility Reserve	5,371,134	229,211	128,674	414,007	145,000	(1,006,452)	0	5,007,900	5,644,808
Infrastructure Reserve	563,091	24,030	13,135	0	0	(355,916)	0	231,205	576,226
Waste Reserve	733,151	31,287	17,816	30,596	30,596	0	0	795,034	781,563
Aged Housing Reserve	417,078	17,799	10,332	25,866	25,866	0	0	460,743	453,277
Innovations & Development Reserve	3,128,088	133,489	72,968	0	0	(2,042,700)	0	1,218,877	3,201,057
	11,880,665	507,002	284,261	1,228,407	318,384	(4,405,729)	(13,056)	9,210,345	12,470,253

	Note	Opening Balance 1 July 2024	Liability transferred from/(to) non current	Liability Increase	Liability Reduction	Closing Balance 31 May 2025
Other current liabilities		\$		\$	\$	\$
Other liabilities						
- Contract liabilities		5,511	0	191,825	(71,984)	125,352
- Capital grant/contribution liabilities		683,230	0	1,658,441	(2,160,336)	181,335
Total other liabilities		688,741	0	1,850,266	(2,232,320)	306,687
Employee Related Provisions						
Annual leave		152,915	0	0	0	152,915
Long service leave		167,392	0	0	0	167,392
Provision for long service leave oncosts - Current		12,851	0	0	0	12,851
Provision for annual leave oncosts - Current		20,599	0	0	0	20,599
Total Employee Related Provisions		353,756	0	0	0	353,756
Total other current assets		1,042,497	0	1,850,266	(2,232,320)	660,443
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.

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MAY 2025

NOTE 13
GRANTS, SUBSIDIES AND CONTRIBUTIONS

Provider	Unspent grant, subsidies and contributions liability					Grants, subsidies and contributions revenue					
	Liability 1 July 2024	Increase in Liability	Liability Reduction (As revenue)	Liability 31 May 2025	Current Liability 31 May 2025	Adopted Budget Revenue	Adopted YTD Budget	Amended Annual Budget	Budget Variations	Expected	YTD Revenue Actual
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Governance											
Admin Grants & Subsidies	0	0	0	0	0	0	2,673	2,920	2,920	2,920	4,137
PW Grants & Subsidies	0	0	0	0	0	0	9,163	10,000	10,000	10,000	10,000
General purpose funding											
Grants Commission - General (WALGGC)	0	0	0	0	0	147,382	136,598	149,020	1,638	149,020	149,020
Grants Commission - Roads (WALGGC)	0	0	0	0	0	74,074	38,786	42,315	(31,759)	42,315	42,315
Grants Commission - Bridges (WALGGC)	0	0	0	0	0	374,000	280,500	374,000	0	374,000	374,000
Law, order, public safety										0	
DFES Grant - Fire Mitigation Activity Fund 23/24	5,511	0	(5,511)	0	0	5,511	0	0	(5,511)	0	0
DFES Grant - Fire Mitigation Activity Fund 24/25	0	175,075	(49,723)	125,352	125,352	366,150	320,969	350,150	(16,000)	350,150	49,723
DFES Grant - ESL operating Grant	0	0	0	0	0	84,464	93,511	102,013	17,549	102,013	102,013
All West Australians Reducing Emergencies (AWARE)	0	6,750	(6,750)	0	0	7,500	6,182	6,750	(750)	6,750	6,750
Recreation and culture											
Streets Alive Grant	0	0	0	0	0	0	4,576	5,000	5,000	5,000	5,000
Transport										0	
MRWA Direct Grant Funding	0	0	0	0	0	319,988	319,988	319,988	0	319,988	319,988
Economic services											
Seniors Week Event	0	0	0	0	0	1,000	0	0	(1,000)	0	0
Community Events & Programs Revenue	0	0	0	0	0	0	671	734	734	734	2,234
Community Christmas Party Revenue	0	0	0	0	0	2,000	0	0	(2,000)	0	0
Australia Day Celebrations Revenue	0	10,000	(10,000)	0	0	5,000	9,163	10,000	5,000	10,000	10,000
Youth Week Event Revenue	0	0	0	0	0	2,000	2,000	2,000	0	2,000	0
Grant Revenue - Stay On Your Feet	0	0	0	0	0	4,376	4,004	4,376	0	4,376	4,127
Grant Revenue - Dpird Crc Development Grant	0	0	0	0	0	3,000	2,750	3,000	0	3,000	3,000
Grant Revenue - Fitness Initiatives	0	0	0	0	0	5,000	0	0	(5,000)	0	0
CRC Operating Grant Revenue	0	0	0	0	0	112,000	118,767	129,571	17,571	129,571	129,571
	5,511	191,825	(71,984)	125,352	125,352	1,513,445	1,350,301	1,511,837	(1,608)	1,511,837	1,211,878

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MAY 2025

NOTE 14
CAPITAL GRANTS, SUBSIDIES AND CONTRIBUTIONS

Provider	Capital grant/contribution liabilities					Capital grants, subsidies and contributions revenue					
	Liability 1 July 2024	Increase in Liability	Liability Reduction (As revenue)	Liability 31 May 2025	Current Liability 31 May 2025	Adopted Budget Revenue	Adopted YTD Budget	Amended Annual Budget	Budget Variations	Expected	YTD Revenue Actual
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Capital grants and subsidies											
General purpose funding											
LRCI - Replacement Public Bins - Robinson Road	0	4,114	(4,114)	0	0	4,114	4,114	4,114	0	4,114	4,114
LRCI - Waterless Public Toilet Cemetery	0	36,751	(36,751)	0	0	36,751	36,751	36,751	0	36,751	36,751
LRCI - Robinson Rd Toilets, Upgrade including Planting	0	52,954	(52,954)	0	0	52,954	52,954	52,954	0	52,954	52,954
LRCI 4 - Woods Loop Road	0	0	0	0	0	110,349	82,761	110,349	0	110,349	0
LRCI 4 - Mattingly Road	0	0	0	0	0	37,000	27,750	37,000	0	37,000	0
LRCI 4 - Railway Station Building Refurbishment	241,680	(241,680)	0	0	0	170,522	0	0	(170,522)	0	0
LRCI 4 - Footpath - Falls Street - From Noack To King Streets	0	32,400	(32,400)	0	0	0	29,700	32,400	32,400	32,400	32,400
LRCI 4 - Footpath - King Street - North Side Of Street Between Williams And White Streets	0	20,700	(20,700)	0	0	0	18,975	20,700	20,700	20,700	20,700
LRCI 4 - Footpath - Noack Street - North Side Williams To White Streets	0	20,700	(20,700)	0	0	0	18,975	20,700	20,700	20,700	20,700
LRCI 4 - Footpath - Williams Street - Between Noack And King Streets	0	32,400	(32,400)	0	0	0	29,700	32,400	32,400	32,400	32,400
LRCI 4 - Footpath - Williams Street - Between Tiller And Noack Streets	0	32,400	(32,400)	0	0	0	29,700	32,400	32,400	32,400	32,400
WBDC - Railway Station Building Refurbishment	0	20,000	0	20,000	20,000	40,000	36,663	40,000	0	40,000	0
LRCI 4 - UPGRADE BROOKTON OVAL LIGHTS	0	93,080	0	93,080	93,080	0	97,944	106,850	106,850	106,850	0
LRCI 4 - PARK FURNITURE MEMORIAL PARK/WB EVA	0	10,000	(6,343)	3,657	3,657	0	9,163	10,000	10,000	10,000	6,343
Law, order, public safety		0									
DFES Capital Grant Income (West Brookton BFB Shed)	0	276,124	(276,124)	0	0	286,906	262,988	286,906	0	286,906	276,124
Esl Grant - Emergency Services Levy - Capital East Brookton Shed	314,564	0	(314,564)	0	0	670,709	614,812	670,709	0	670,709	314,564
DFES adjustment to value of PF11	0	10,660	(10,660)	0	0	0	9,768	10,660	10,660	10,660	10,660
WSFN 1 - Dangin-Mears Road - Income - 2022/23	0	0	0	0	0	296,515	217,644	296,515	0	296,515	133,429
WSFN 2 - Dangin-Mears Road - Income - 2023/24	126,986	671,986	(798,972)	0	0	1,022,543	771,648	1,022,543	0	1,022,543	798,972
Davis Road - R2R Income	0	109,563	(99,533)	10,030	10,030	109,563	82,170	109,563	0	109,563	99,533
Mattingly Road - R2R Income	0	0	0	0	0	109,563	82,170	109,563	0	109,563	0
South Kweda Road - R2R Income	0	105,635	(105,635)	0	0	105,635	96,822	105,635	0	105,635	105,635
Mattingly Road Culvert - R2R Income	0	54,567	0	54,567	54,567	60,024	55,022	60,024	0	60,024	0
York Williams Road RRG	0	316,086	(316,086)	0	0	395,108	362,175	395,108	0	395,108	316,086
TOTALS	683,230	1,658,441	(2,160,336)	181,335	181,335	3,508,256	3,030,369	3,603,844	95,588	3,603,844	2,293,765

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MAY 2025**

**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 2024	Amount Received	Amount Paid	Closing Balance 31 May 2025
	\$	\$	\$	\$
Restricted Cash - Bonds and Deposits				
Bus Bonds	2,080	2,100	(2,450)	1,730
Facility Hire Bonds	6,830	6,500	(5,110)	8,220
Gym Bonds	6,570	3,360	(1,540)	8,390
Other Bonds	0	6,000	(6,000)	0
Sub-Total	15,480	17,960	(15,100)	18,340
	15,480	17,960	(15,100)	18,340

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MAY 2025**

**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						
OTHMRRM	Rural Road Maintenance	OCM 10.24-07	Operating Expenditure			(17,000)	(17,000)
HVCAPO3	Happy Valley Bore Pump	OCM 10.24-07	Capital Expenditure		17,000		0
	Adjustment of C/F Surplus Budgeted for 2023/2024		Opening Surplus(Deficit)		78,060		78,060
CLI014.150	Esl Grant - Bushfire Mitigation		Operating Revenue			(5,511)	72,549
CLI041.150	Esl Grant - Bushfire Mitigation 24/25		Operating Revenue			(16,000)	56,549
	Esl Grant - Emergency Services Levy - Operating Gen						
I054010.150	Gen		Operating Revenue		17,549		74,098
I055010.150	Emergency Management Grant Funding Gen		Operating Revenue			(7,500)	66,598
	Aware (All West Asutralians Reducing						
CLI044.150	Emergencies Program 2024/25)		Operating Revenue		6,750		73,348
I032010.150	Gpg Grants Commission - General Gen		Operating Revenue		1,638		74,986
I136101.150	Crc Operating Grants Revenue Gen		Operating Revenue		17,571		92,557
I032020.150	Gpg Grants Commission - Roads Gen		Operating Revenue			(31,759)	60,798
GR0013.150	Grant Revenue - Fitness Initiatives		Operating Revenue			(5,000)	55,798
GR0007.150	Australia Day Celebrations Revenue		Operating Revenue			(5,000)	50,798
GR0005.150	Community Events & Programs Revenue		Operating Revenue		734		51,532
GR0006.150	Community Christmas Party Revenue		Operating Revenue			(2,000)	49,532
GR0003.150	Grant Revenue - Seniors Week Event		Operating Revenue			(1,000)	48,532
CLI046.150	Nadc (National Australia Day Council)		Operating Revenue		10,000		58,532
I042020.152	Admin Grants & Subsidies Gen		Operating Revenue		2,920		61,452
I115020.150	Oth-Cult Grants & Subsidies Gen		Operating Revenue		5,000		66,452
I142030.152	Pw-Oh Reimbursements & Donations Gen		Operating Revenue		10,000		76,452
I104010.129	Tpb Fees & Charges Gen		Operating Revenue		3,000		79,452
I052010.111	Anim Fees & Charges Gen		Operating Revenue		1,200		80,652
I111011.116	Halls Fees & Charges - Memorial Hall Gen		Operating Revenue		1,400		82,052
I111012.116	Halls Fees & Charges Wb Eva Pavilion Gen		Operating Revenue		1,000		83,052
I031030.141	Rate Interest Earnings Gen		Operating Revenue		2,000		85,052
I033020.140	Genfin Interest On Investments Gen		Operating Revenue		27,000		112,052
I033020.142	Genfin Interest On Investments Gen		Operating Revenue		189,000		301,052
I055010.160	Emergency Management Grant Funding Gen		Operating Revenue			(7,220)	293,832
I031020.109	Rate Other Rates Income Gen		Operating Revenue		5,000		298,832
I042030.160	Admin Reimbursements & Donations Gen		Operating Revenue		6,600		305,432
I091030.160	Staffh Reimbursements & Donations Gen		Operating Revenue		320		305,752
I147010.160	Sal Reimbursement - Workers Comp Gen		Operating Revenue		30,000		335,752
I042499.210	Admin Profit On Sale Of Asset Gen		Operating Revenue	(1,024)			335,752
I136499.210	Econ Profit On Sale Of Asset Gen		Operating Revenue	6,586			335,752
I123499.210	Poc Profit On Sale Of Asset Gen		Operating Revenue	(4,632)			335,752
E042010.302	Admin Employee Costs Gen		Operating Expenses			(1,850)	333,902
E042010.307	Admin Employee Costs Gen		Operating Expenses		2,000		335,902
E142010.307	Pw-Oh Employee Costs Gen		Operating Expenses		4,000		339,902
E142010.311	Pw-Oh Employee Costs Gen		Operating Expenses			(6,000)	333,902
E041020.327	Memb General Operating Expenses Gen		Operating Expenses		6,500		340,402
E041020.338	Memb General Operating Expenses Gen		Operating Expenses			(400)	340,002
E041020.340	Memb General Operating Expenses Gen		Operating Expenses		2,000		342,002
E041020.349	Memb General Operating Expenses Gen		Operating Expenses		500		342,502
E041020.351	Memb General Operating Expenses Gen		Operating Expenses		6,000		348,502
E041020.604	Memb General Operating Expenses Gen		Operating Expenses		5,000		353,502
FIREOP.327	Fire Fighting		Operating Expenses		1,500		355,002
FIREGO.379	Fire General Operating		Operating Expenses		7,000		362,002
FIREM25.327	Bushfire Mitigation Activities 2024/25		Operating Expenses		16,000		378,002
E055010.379	Emergency Management Gen		Operating Expenses		1,000		379,002
E104030.327	Tpb General Operating Expenses Gen		Operating Expenses			(3,000)	376,002
E031020.336	Rate General Operating Expenses Gen		Operating Expenses			(5,000)	371,002
E042020.323	Admin General Operating Expenses Gen		Operating Expenses		15,900		386,902
E042020.335	Admin General Operating Expenses Gen		Operating Expenses			(3,000)	383,902
E042020.340	Admin General Operating Expenses Gen		Operating Expenses		1,000		384,902
POOLGO.325	Swimming Pool General Operating		Operating Expenses			(250)	384,652
POOLGO.340	Swimming Pool General Operating		Operating Expenses		340		384,992
POOLOP.379	Swimming Pool Maintenance		Operating Expenses			(3,000)	381,992
BOWLOP.379	Bowling Club		Operating Expenses			(1,000)	380,992
MENSSHED.379	Mens Shed		Operating Expenses			(4,000)	376,992
E115040.379	Oth-Cult Community Events Gen		Operating Expenses			(5,000)	371,992
GYMOP.340	Gymnasium Operating		Operating Expenses		3,460		375,452
E148020.354	Unclas Insurance Claims Expense Gen		Operating Expenses			(1,000)	374,452
TIPOP.611	Refuse Site		Operating Expenses			(2,940)	371,512

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MAY 2025**

**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
				\$	\$	\$	\$
TIPOP.613	Refuse Site		Operating Expenses			(6,360)	365,152
SEWEOP.327	Sewerage Treatment Works		Operating Expenses		4,000		369,152
SEWEOP.350	Sewerage Treatment Works		Operating Expenses			(292)	368,860
WAHPOP2.379	Water Harvesting Project Operating		Operating Expenses			(4,500)	364,360
OVALOP.379	Oval Maintenance		Operating Expenses			(5,000)	359,360
TOWNOP.379	Town Street Maintenance		Operating Expenses			(10,000)	349,360
DEPOOP.379	Shire Depot - Building Maintenance		Operating Expenses			(4,000)	345,360
PRWKOP.379	Private Works - General		Operating Expenses			(4,000)	341,360
E142020.335	Pw-Oh General Operating Expenses Gen		Operating Expenses			(600)	340,760
E143020.621	Pw-Oh General Operating Expenses Gen		Operating Expenses			(4,000)	336,760
ADMIOP.340	Administration Centre		Operating Expenses			(2,440)	334,320
10MAOP.379	10 Marsh Ave Brookton		Operating Expenses		1,500		335,820
23WHITOP.379	23 Whittington Street Brookton		Operating Expenses		2,000		337,820
28AWSOP.379	U5 28 William Street		Operating Expenses		2,000		339,820
28BWSOP.379	U6 28 William Street		Operating Expenses		2,000		341,820
U1MSOP.379	Unit 1 Madison Square Units		Operating Expenses		2,000		343,820
U2MSOP.379	Unit 2 Madison Square Units		Operating Expenses		2,000		345,820
U3MSOP.379	Unit 3 Madison Square Units		Operating Expenses		2,000		347,820
U4MSOP.379	Unit 4 Madison Square Units		Operating Expenses		7,000		354,820
KHALLOP.379	Kweda Hall		Operating Expenses		2,000		356,820
MHALLOP.340	Memorial Hall		Operating Expenses			(700)	356,120
MHALLOP.379	Memorial Hall		Operating Expenses		1,000		357,120
MUSEOP.379	Historical Society Museum		Operating Expenses		2,000		359,120
E136101.327	Crc General Operating Expenses Gen		Operating Expenses			(43,380)	315,740
E136101.338	Crc General Operating Expenses Gen		Operating Expenses		1,000		316,740
E136101.340	Crc General Operating Expenses Gen		Operating Expenses			(1,000)	315,740
EV0001.379	Australia Day Event		Operating Expenses			(5,000)	310,740
EV0002.379	Community Christmas Party		Operating Expenses		4,000		314,740
EV0013.379	Fitness Initiatives		Operating Expenses		5,000		319,740
LANDOP.379	Land Related Expenses		Operating Expenses			(1,000)	318,740
CARAOP.327	Caravan Park		Operating Expenses		12,600		331,340
E132030.379	Tour Other Tourism Gen		Operating Expenses		4,000		335,340
E102050.400	Sew Interest On Effluent Loan # 83 Gen		Operating Expenses		12,922		348,262
E042020.413	Admin General Operating Expenses Gen		Operating Expenses			(7,213)	341,049
FIREGO.420	Fire General Operating		Operating Expenses		5,511		346,560
E033020.355	General Operating Expenses Gen		Operating Expenses			(3,400)	343,160
CARAOP.355	Caravan Park		Operating Expenses			(1,000)	342,160
SEWEOP.420	Sewerage Treatment Works		Operating Expenses		30,000		372,160
E042499.440	Admin Loss On Sale Of Asset Gen		Operating Expenses	(8,640)			372,160
E123499.440	Poc Loss On Sale Of Asset Gen		Operating Expenses	(46,327)			372,160
I054020.151	Esl Grant - Emergency Services Levy - Capital Gen		Capital Revenue		10,660		382,820
CLI034.151	Railway Station Building Refurbishment - Income		Capital Revenue			(170,522)	212,298
CLI047.151	Footpath - Williams Street - Between Tiller And		Capital Revenue		32,400		244,698
CLI048.151	Noack Streets - Lrci Phase 4 Income		Capital Revenue		106,850		351,548
CLI049.151	Upgrade Brookton Oval Lights - Lrci Pahse 4		Capital Revenue		10,000		361,548
CLI050.151	Income		Capital Revenue		32,400		393,948
CLI051.151	Park Furniture Memorial Park/Wb Eva - Lrci Phase		Capital Revenue		32,400		426,348
CLI052.151	4 Income		Capital Revenue		20,700		447,048
CLI053.151	Footpath - Williams Street - Between Noack And		Capital Revenue		20,700		467,748
CLI042.151	King Streets - Lrci Phase 4 Income		Capital Revenue		45,611		513,359
CLI043.151	Footpath - Falls Street - From Noack To King		Capital Revenue			(45,611)	467,748
I143497.201	Streets - Lrci Phase 4 Income		Capital Revenue	50,064			467,748
I143498.200	Footpath - King Street - North Side Of Street		Capital Revenue			(50,064)	417,684
I042497.201	Between Williams And White St - Lrci Phase 4		Capital Revenue				417,684
I042498.200	Income		Capital Revenue			(5,909)	411,775
I136497.201	Footpath - Noack Street - North Side Williams To		Capital Revenue				411,775
I136498.200	White Streets - Lrci Pahse 4 Income		Capital Revenue		20,000		431,775
I143497.201	South Kweda Road - R2R Income		Capital Revenue				431,775
I143498.200	Mattingly Road Culvert - R2R Income		Capital Revenue				431,775
I042497.201	Poc - Realisation On Disposal Of Assets Gen		Capital Revenue	5,909			417,684
I042498.200	Poc - Proceeds On Disposal Of Assets Gen		Capital Revenue			(5,909)	411,775
I136497.201	Admin - Realisation On Disposal Of Assets Gen		Capital Revenue	(20,000)			411,775
I136498.200	Admin - Proceeds On Disposal Of Assets Gen		Capital Revenue		20,000		431,775

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MAY 2025**

**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
				\$	\$	\$	\$
ADMINCAP.500	Administration Office - Chambers & Administration		Capital Expenses		4,545		436,320
E111510.500	Purchase Buildings Gen		Capital Expenses		5,000		441,320
POOLCAP.500	Pool - Capital		Capital Expenses			(2,500)	438,820
RWSTCAP.500	Railway Station Building Refurbishment		Capital Expenses		255,450		694,270
CRCCAP.500	Brookton Crc Land & Building Capital		Capital Expenses		10,000		704,270
EBSHEDCAP.500	East Brookton Bfb Shed		Capital Expenses		27,233		731,503
BCOUCAP.500	Basketball Court (Half Size)		Capital Expenses			(20,000)	711,503
E132510.500	Purchase Buildings Gen		Capital Expenses		6,000		717,503
E054530.502	Bushfire Purchase Plant & Equipment Gen		Capital Expenses			(10,660)	706,843
HVCAP03.502	Happy Valley Bore Pump		Capital Expenses		1,250		708,093
CCTV.327	Town Cctv Installtion - Security & Safety		Capital Expenses		2,329		710,422
	Purchase P&E - Replacement 2020 Mr4W47						
LIGHTV5.502	Mitsubishi Triton 4X4 Glx		Capital Expenses			(4,239)	706,183
	Purchase P&E - Replacement 2020 Mitsubishi						
LIGHTV4.502	Mr4T40 Triton Dual Cab Ute		Capital Expenses			(5,000)	701,183
E055530.502	Purchase Plant & Equipment - Brmp & Cesm Gen		Capital Expenses			(8,100)	693,083
E116520.501	Purchase Furniture & Equipment Gen		Capital Expenses			(6,990)	686,093
E111520.501	Purchase Furniture & Equipment Gen		Capital Expenses			(1,482)	684,611
SERVCAP.501	Admin Server Upgrade		Capital Expenses			(8,052)	676,559
E113520.501	Purchase Furniture & Equipment Gen		Capital Expenses			(10,000)	666,559
E054520.501	Purchase Furniture & Equipment Gen		Capital Expenses			(27,233)	639,326
OFFICAP.501	Admin Officer Furniture		Capital Expenses			(7,156)	632,170
ELECCAP.501	Capex - Electronic Equipment		Capital Expenses			(1,000)	631,170
	Integrity Attain Software - Compliance Records						
COMPCAP.501	Management		Capital Expenses		4,000		635,170
E132520.501	Purchase Furniture & Equipment Gen		Capital Expenses			(12,500)	622,670
	Footpath - Falls Street - From Noack To King						
FALLFP.504	Streets		Capital Expenses			(32,400)	590,270
	Footpath - King Street - North Side Of Street						
KINGFP.504	Between Williams And White Streets		Capital Expenses			(20,700)	569,570
	Footpath - Noack Street - North Side Williams To						
NOACFP.504	White Streets		Capital Expenses			(20,700)	548,870
	Footpath - Williams Street - Between Noack And						
WINKFP.504	King Streets		Capital Expenses			(32,400)	516,470
	Footpath - Williams Street - Between Tiller And						
WITNFP.504	Noack Streets		Capital Expenses			(32,400)	484,070
	Brookton Wastewater (Effluent) Oxidation Pond -						
SEWEDS.504	Desludging		Capital Expenses			(40,000)	444,070
HVCAP04.504	Happy Valley Upgrade Pipeline		Capital Expenses			(49,550)	394,520
SEWPIPE.504	Sewerage Pipe Relining/Upgrade		Capital Expenses			(57,593)	336,927
ELEBCAP.327	Electronic Signage Board		Capital Expenses		40,000		376,927
RETICCAP.327	Reticulation Parks & Gardens		Capital Expenses			(34,300)	342,627
LIGHCAP.327	Upgrade Brookton Oval Lights		Operating Expenses			(106,850)	235,777
I033550.230	Transfer From Reserve To Muni Gen		Capital Revenue		28,660		264,437
E102601.225	Loan Payment - Sewerage Gen		Capital Expenses		24,641		289,078
E033550.520	Transfer To Reserve From Muni Gen		Capital Expenses			(100,078)	189,000
E033551.520	Transfer Interest From Muni To Reserve Gen		Operating Expenses			(189,000)	0
	Integrity Attain Software - Compliance Records						
CCTVCAP.501	Management	OCM 03.25-13	Capital Expenses			(11,749)	(11,749)
E042020.327	Admin General Operating Expenses Gen	OCM 03.25-13	Operating Expenses		11,749		0
TOWNOP.379	Town Street Maintenance	OCM 05.25-03	Operating Expenses			(6,431)	(6,431)
MHALLCP.504	Memorial Hall - Carpark	OCM 05.25-03	Capital Expenses		6,431		0
MENSSHED.379	Mens Shed	OCM 05.25-04	Operating Expenses			(6,510)	(6,510)
RETICCAP.504	Reticulation Parks & Gardens	OCM 05.25-04	Capital Expenses		6,510		0
MENSSHED.379	Mens Shed	OCM 05.25-04	Operating Expenses			(3,840)	(3,840)
HVCAP04.504	Happy Valley Upgrade Pipeline	OCM 05.25-04	Capital Expenses		3,840		0
E042020.327	Admin General Operating Expenses Gen	OCM 05.25-08	Operating Expenses			(23,539)	(23,539)
E042020.323	Admin General Operating Expenses Gen	OCM 05.25-08	Operating Expenses		23,539		0
				(18,064)	1,403,373	(1,403,373)	0

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MAY 2025**

**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 2024-25 year is \$10,000 or 10.00% whichever is the greater.

Nature or type	Var. \$	Var. %	Explanation of positive variances		Explanation of negative variances	
			Timing	Permanent	Timing	Permanent
Revenue from operating activities	\$	%				
Grants, subsidies and contributions	(138,423)	(10.25%) ▼			There are a number of variances with the main variance relating to the Fire Mitigation funding and the recognition of revenue under accounting standard AASB 15 Contracts with Customers	
Fees and charges	200,441	22.73% ▲	The main variance relates to higher income in Standpipe usage. Other income areas such as Other Rental, Caravan Park and Town Planning fees are performing well			
Interest revenue	(98,678)	(19.01%) ▼			The main variance is due to the Reserve Term deposit investments which were invested on a 6 month term. Interest will be recognised on investment maturity in June 25	
Other revenue	(775,136)	(66.13%) ▼			The main variance relates to the budget profiling for DR FAWA funding. Funds budgeted to be received May & June	
Expenditure from operating activities						
Materials and contracts	2,485,615	63.92% ▲	The main factors contributing to the variances relate to the Bushfire Mitigations works and the DR FAWA storm damage works that have not been substantially undertaken			
Utility charges	46,859	19.11% ▲	The main variances relate to Oval & Parks water and Streetlighting - Budget profiling			
Other expenditure	26,435	33.46% ▲	The variance is due to limited applications for the Community Chest Fund and the low uptake of the sewerage incentive scheme			
Loss on disposal of assets	(70,675)	(118.83%) ▼				Actual loss on disposal of assets greater than budgeted
Non-cash amounts excluded from operating activities	229,248	10.64% ▲		Non-cash expense which is added back in the financial statement. The main variance relates to Depreciation, as this is set on prior year figures		
Investing activities						
Proceeds from capital grants, subsidies and contributions	(736,604)	(24.31%) ▼			Variance due to Accounting Standard AASB1058 recognition of revenue for East Brookton Shed, LRCI Phase 4 projects, WBSFN & York Williams RRG	
Proceeds from disposal of assets	(25,122)	(12.23%) ▼				PAV5, PU118, PU36 & PU35 Trade in value less than expected. PR10, PR11, PMUL PBH4 & PR8 auction values less than budgeted. Other disposals are yet to be completed
Payments for inventories, property, plant and equipment and infrastructure	4,270,265	48.50% ▲	The variance relates to a number of capital projects which have not commenced in FY24/25			
Financing activities						
Transfer from reserves	(4,025,528)	(99.68%) ▼			Capital projects were not complete by the December 24 transfer date. Transfer will be completed June 25	
Transfer to reserves	988,142	62.12% ▲	Interest received on Term Deposit investments higher than budgeted			

15.06.25 GOVERNANCE REPORTS**15.06.25.01 REVIEW OF COUNCILLOR ATTENDANCE FEES, ALLOWANCES AND EXPENSES FOR 2025/26**

File No:	GOV027
Date of Meeting:	19 June 2025
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 determine the Councillor Fees, Allowances and Expenses to be paid in the 2025/26 financial year.

Description of Proposal:

Council may make any determination Councillor attendance fees, allowances and expenses for 2025/26 that is within the allocated range for a Band 4 Local Government. There is no compulsion for Council to make any increase from year to year as long as the decision is within the allotted Band range.

In 2024/25 Council moved to provide an annual attendance fee in lieu of meeting fees for Council, committee and other prescribed meeting attendance fees.

The prescribed range for this fee in 2025/26 is between \$4,020 and \$10,650 for Councillors and between \$4,020 and \$22,470 for the Shire President.

Payment	Actual 2024/25 \$	Draft 2025/26 \$	SAT Band 4	
			Minimum 2025/26 \$	Maximum 2025/26 \$
President Allowance	7,500	7,500	575	22,470
Annual Attendance Fee - President	7,000	7,245	4,020	21,880
Annual Attendance Fee - Elected Member	3,884	4,020	4,020	10,650
External Committee Member Meeting Fee	120	120	-	450

At this time the Salaries and Allowances Tribunal (SAT) is cognisant of the forthcoming requirement for local governments to appoint an independent Chair for Audit, Risk and Improvement Committees. The SAT will determine rates with respect to this at a future date, to coincide with the commencement of these changes

In assessing the annual cost of the Officer's Recommendation is similar to previous expectations. In 2022/23 and 2023/24 Council has had two extra ordinary elections resulting in a significant number of months when the Councillors eligible to receive meeting fees was

reduced. Similarly in 2024/25 Council has operated without one elected member since February 2025. The most significant change in the Officer's Recommendation is that in 2025/26 Elected Members will be able to claim superannuation.

Year	Meeting Fees	President & Deputy Allowance	Super	Travel	TOTAL	Increase
2021/22 - Actual	34,281	1,875		3,605	39,761	
2022/23 - Actual	24,887	1,875		2,165	28,927	-27%
2023/24- Actual	31,600	1,969		1,445	35,014	21%
2024/25 - Budget	30,304	9,375		4,123	43,802	25%
2024/25 - YTD	22,368	7,031		1,750	31,149	
2025/26 - Draft	30,304	9,375	5,256	4,123	49,058	12%

Background:

The Local Government Act 1995 section 5.98 (the Act) and Local Government (Administration) Regulations 1996 provide for Councillors to receive certain payments, and sets minimum and maximum amounts which can be paid. Fees, Allowances and Expenses available include:

- Meeting attendance Fees or alternatively annual attendance Fee;
- Local Government allowance for the President and Deputy President;
- Information Technology and Communication allowance;
- Travel and Accommodation expense allowance;
- Travel reimbursement;
- Telecommunications reimbursement;
- Child Care reimbursement; and
- other prescribed reimbursements approved by Council.

The SAT recently undertook the annual review of Fees, Allowances and Expenses for Councillors with the determination made on 4th April 2025 effective from 1 July 2025.

The SAT has determined a 3.5% increase in remuneration, fees, expenses and allowance ranges provided to CEO's and elected members. A copy of the determination is available from the SAT's website for interested Councillors.

Consultation:

Salaries and Allowances Tribunal's *Local Government Chief Executive Officers and Elected Members Determination No 1 of 2025*.

Statutory Environment:

Local Government Act 1995

5.63. Some interests need not be disclosed

(1) Sections 5.65, 5.70 and 5.71 do not apply to a relevant person who has any of the following interests in a matter —

(c) an interest relating to-

(i) a fee, reimbursement of an expense or an allowance to which section 5.98, 5.98A, 5.99, 5.99A, 5.100 or 5.101(2) refers; or

5.98. Fees etc. for council members.

5.98A. Allowance for deputy mayor or deputy president.

5.99. Annual fee for council members in lieu of fees for attending meetings.

5.99A. Allowances for council members in lieu of reimbursement of expenses.

Salaries and Allowances Act 1975.

Section 7A of the Salaries and Allowances Act 1975 ('the SA Act') requires the SAT to "inquire into and determine, the amount of remuneration, or the minimum and maximum amounts of remuneration, to be paid or provided to chief executive officers of local governments".

Section 7B(2) of the SA Act requires the Tribunal to inquire into and determine the amount of:

- Fees, or the minimum and maximum amounts of fees, to be paid under the Local Government Act 1995 ('the LG Act') to elected council members for attendance at meetings;
- expenses, or the minimum and maximum amounts of expenses, to be reimbursed under the LG Act to elected council members; and
- allowances, or the minimum and maximum amounts of allowances, to be paid under the LG Act to elected council members.

Relevant Plans and Policy: Nil

Financial Implications:

Council will include in the 2025/26 budget sufficient funds to meet all anticipated Councillor fees and allowances.

Risk Assessment:

Since October 2021 Council has had two extra ordinary elections and the Council has had to operate with reduced capacity during this time. To maintain a vibrant and effective local democracy, Council needs to have policies and processes to ensure that Councillors are not penalised for being Councillors. Currently there has been no recognised impact from this reduced numbers, but continuing in this manner will eventually have negative consequences.

The likelihood of reduced representation is Possible with a Moderate to Major consequences on service delivery and compliance.

Consequence	Insignificant	Minor	Moderate	Major	Extreme
Likelihood					
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 setting of Councillor Fees and Allowances is a sensitive matter for the Council to consider however it is important that Councillors receive reasonable remuneration in order to attract and retain suitable candidates. It is up to Council to make their own decision as to where they should sit within the prescribed Bands.

Comment: Nil

OFFICER'S RECOMMENDATION

That Council, in the 2025/26 financial year, pay:

- 1. an annual attendance fee in lieu of Council meeting, committee meeting and prescribed meeting attendance fees:***
 - a. to the Shire President of \$7,245 per annum;***
 - b. to the Shire Councillors of \$4,020 per annum;***
- 2. a Shire President's Allowance of \$7,500 per annum;***
- 3. a Deputy Shire President's Allowance of \$1,875 per annum;***
- 4. a Committee Meeting Fee of \$120 per Committee Meeting for independent members;***
- 5. all travel, communication and childcare costs upon presentation of evidence of the actual costs; and***

with payment of all fees and allowances made quarterly in September, December, March and June through the financial year.

(Simple majority vote required)

15.06.25.02 SHIRE OF BROOKTON DELEGATION REGISTER – ANNUAL REVIEW 2025/26

File No:	GOV028C
Date of Meeting:	15 June 2025
Location/Address:	N/A
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:	Absolute Majority
Previous Report:	20 June 2024

Summary of Report:

Council is to consider an annual review the Shire of Brookton Delegation Register

Description of Proposal:

A revised draft list of Council's delegations is included at Attachment 15.06.25.02A, with new additions included in red and deletions struck out.

The attachment includes a new policy, *1.54 Audit and Risk Committee*, to provide the Audit & Risk Committee the authority to:

1. meet with the City's Auditor at least once every year on behalf of the Council [LGA s.7.12A(2)].
2. examine the report of the Auditor and determine matters that require action to be taken by the Shire of Brookton and ensure that appropriate action is taken in respect of those matters [LGA s.7.12A(3)].
3. review and endorse the Shire of Brookton's report on any actions taken in response to an Auditor's report, prior to it being forwarded to the Minister [LGA s.7.12A(4)].

Policy 1.5 Disposal of Assets is recommended to remove references to a soon to be deleted policy relating to Land Disposal for Koornnong Residential Estate and ensure that disposals of assets with a value of less than \$20,000 by private treaty are advertised locally.

Policy 11.36 Purchasing Authority is recommended to add a sub-delegated purchasing authority for the new position Town Infrastructure Coordinator.

Background:

Section 5.46 of the Local Government Act 1995 requires that the Chief Executive Officer is to keep a register of the delegations made under the Local Government Act to the Chief Executive Officer and to review those delegations at least once every financial year.

Council last reviewed this entire register on Thursday 20 June 2024.

Council should note that under section 5.44 of the Local Government Act, Council can only delegate to the Chief Executive Officer and the Chief Executive Officer is able to delegate to Council employees. Therefore, although Council policy requires approval by two staff for some activities, the Council delegation is to the Chief Executive Officer and the Chief Executive Officer then on delegate, in writing, to additional staff. Some specialist delegations, particularly building and health matters, are on delegated to appropriately trained or qualified staff.

Currently the Chief Executive Officer's delegation of authority to Council employees possible under section 5.44 of the Local Government Act is recorded in the same document as Council's delegations to the Chief Executive Officer. In addition all staff who are provided with delegated authority by the Chief Executive Officer are formally advised in writing of that delegation.

The Shire administration are planning a comprehensive review of the Delegation Register in the next financial year.

Consultation:

As the proposed amendments to the current Delegation Register are considered minor, there has been no prior discussion on this matter.

Statutory Environment:

Local Government Act 1995

5.17 Limits on delegation of powers and duties to certain committees

- 1) A local government can delegate —
 - (a) to a committee comprising council members only, any of the council's powers or duties under this Act except —
 - i. any power or duty that requires a decision of an absolute majority of the council; and
 - ii. any other power or duty that is prescribed;and
 - (b) to a committee comprising council members and employees, any of the local government's powers or duties that can be delegated to the CEO under Division 4; and
 - (c) to a committee referred to in section 5.9(2)(c), (d) or (e), any of the local government's powers or duties that are necessary or convenient for the proper management of —
 - i. the local government's property; or
 - ii. an event in which the local government is involved.
- 2) A local government cannot delegate any of its powers or duties to a committee referred to in section 5.9(2)(f).

5.42. Delegation of some powers and duties to CEO

- 1) A local government may delegate* to the CEO the exercise of any of its powers or the discharge of any of its duties under —
 - (a) this Act other than those referred to in section 5.43; or
 - (b) the Planning and Development Act 2005 section 214(2), (3) or (5).

* Absolute majority required.

- 2) A delegation under this section is to be in writing and may be general or as otherwise provided in the instrument of delegation.

5.43. Limits on delegations to CEO

A local government cannot delegate to a CEO any of the following powers or duties —

- (a) any power or duty that requires a decision of an absolute majority of the council;
- (b) accepting a tender which exceeds an amount determined by the local government for the purpose of this paragraph;
- (c) appointing an auditor;

- (d) acquiring or disposing of any property valued at an amount exceeding an amount determined by the local government for the purpose of this paragraph;
- (e) any of the local government's powers under section 5.98, 5.98A, 5.99, 5.99A or 5.100;
- (f) borrowing money on behalf of the local government;
- (g) hearing or determining an objection of a kind referred to in section 9.5;
- (ha) the power under section 9.49A(4) to authorise a person to sign documents on behalf of the local government;
- (h) any power or duty that requires the approval of the Minister or the Governor;
- (i) such other powers or duties as may be prescribed.

5.44. CEO may delegate powers and duties to other employees

- 1) A CEO may delegate to any employee of the local government the exercise of any of the CEO's powers or the discharge of any of the CEO's duties under this Act other than this power of delegation.
- 2) A delegation under this section is to be in writing and may be general or as otherwise provided in the instrument of delegation.

5.46. Register of, and records relevant to, delegations to CEO and employees

- 1) The CEO is to keep a register of the delegations made under this Division to the CEO and to employees.
- 2) At least once every financial year, delegations made under this Division are to be reviewed by the delegator.
- 3) A person to whom a power or duty is delegated under this Act is to keep records in accordance with regulations in relation to the exercise of the power or the discharge of the duty.

Relevant Plans and Policy:

There are no plans or policies directly applicable to this report, however compliance with Council Policy is required with the exercise of delegated authority by staff.

Financial Implications:

There are no direct financial implications arising from this report.

Risk Assessment:

Risk exists for Council that:

- In not ensuring appropriate level of delegation and sub-delegation, and/or not maintaining an up to date delegation register, the Shire of Brookton will find it difficult to operate in an effective and efficient manner; and
- Officers who are delegated authority exceeding that authority.

While the consequences could be *Moderate* or *Major* depending on the nature or circumstances of the consequence, the risk has been assessed as '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 proposal relates to delivery of Council business and services. This indirectly supports achieving community and strategic objectives.

Comment: Nil.

OFFICER'S RECOMMENDATION

That Council, in accordance with Section 5.46(2) of the Local Government Act 1995, adopt the amended Shire of Brookton Delegation Register, as included at Attachment 15.06.25.02A.

(Absolute majority vote required)

Attachments

Attachment 15.06.25.02A – Shire of Brookton Delegation Register.



Delegation Register

Adopted:
Amended:

1.1	Power to Make Payments
1.2	Tenders for Goods and Services – Calling For
1.4	Financial Investments
1.5	Disposal of Assets
1.6	Relocation Expenses
1.7	Employee Housing
1.8	Engagement of Professional Services
1.9	Local Laws Administration
1.10	Liquor Licensing and Permits
1.11	Rate Book
1.12	Closure of thoroughfares to vehicles
1.13	Native Title
1.14	Impounding Goods – Authorised Employee
1.15	Offences – Bush Fires Act
1.17	Dog Act 1976
1.18	Gates on Road Reserves
1.19	Notices and Orders - Health Act 1911 and Public Health Act 2016
1.20	Advertising - Development Applications
1.21	Traffic Regulatory Signs
1.22	Events on Roads
1.23	Restricted Access Vehicles (RAV)
1.24	Additional Powers Exercised When Notices Given Requiring Certain Things to be Done by Owners
1.25	Lodgement of Caveats
1.26	Reserves Under Control of The Local Government
1.27	Thoroughfares: Notification to Affected Owners
1.29	Powers of Entry onto Land
1.30	Execution of Leases, Licence Agreements and Contracts
1.33	Registration of Dogs
1.34	Planning Compliance
1.35	Authorised Officers
1.36	Purchasing Authority
1.37	Specific Provisions Under Local Planning Scheme No. 4
1.38	Common Seal
1.39	Authorised Officer – Food Act 2008
1.40	Variations to Firebreak Order
1.41	Building Matters – Permits, Certificates & Orders
1.42	Building Matters – Building Authorisations
1.43	Building Matters – Fines, Penalties & Enforcement
1.44	Employment Committee
1.45	Issue of Corporate Credit Cards
1.47	Appointed/Designated Officers
1.48	Graffiti Vandalism Act 2013
1.49	Behaviour Complaints Committee
1.50	Amendment to Prohibited and Restricted Burning Periods – Bush Fires Act
1.51	Write Off of Rates and Sundry Debts
1.52	Appointment of Acting CEO
1.53	Issuing of Permits to Burn – Bush Fires Act
1.53	Audit and Risk Committee

1.1 Power to Make Payments

Delegator:	Council		
Express Power to Delegate:	<i>Local Government Act, 1995</i> ✓ S.5.42 Delegation of some powers or duties to the CEO ✓ S.5.43 Limitations on delegations to the CEO		
Delegated to:	Chief Executive Officer		
Delegated Function:	Power to make payment of accounts from Council's Municipal, Bond, and Trust Funds in accordance with Local Government (Financial Management) Regulations, 1996; r.12(1)(a)		
Conditions of Delegation:	a) Payments to be made by cheque and Electronic Funds Transfer (EFT). b) Monthly cheque listing as presented to Council.		
Delegation adopted by Council:	Meeting:	Date: 21 Oct 2021	Minute: OCM 10.21-08
Delegation reviewed by Council:	Meeting:	Date: 20 June 2024	Minute:
Sub-delegator:	Chief Executive Officer		
Express Power to Sub-delegate:	<i>Local Government Act, 1995</i> ✓ S.5.44 CEO may delegate some powers and duties to other employees		
Subdelegated to:	✓ Manager Corporate and Community ✓ Manager Infrastructure and Works ✓ Executive Governance Officer ✓ Senior Finance Officer		
Additional conditions of Sub-delegation:	a) Sub-delegates must comply with the Council finance policies and procedures approved in accordance Financial Management Regulation 5.		
Sub-delegation approved by:	Name:	Signature:	Date:
Compliance References:	✓ <i>Local Government Act 1995; s6.10</i> ✓ <i>Local Government (Financial Management) Regulations, 1996; r.12 and r.13.</i>		
Record Keeping:	The delegate (or sub-delegate) must keep a written record of the exercise the power or discharge the duty including the persons or classes of persons directly affected and ensure all evidentiary documents accord with Regulation 19 of the Local Government (Admin) Regulations 1996.		

1.2 Tenders for Goods and Services – Calling For

Delegator:	Council		
Express Power to Delegate:	<i>Local Government Act, 1995</i> ✓ S.5.42 Delegation of some powers or duties to the CEO ✓ S.5.43 Limitations on delegations to the CEO		
Delegated to:	Chief Executive Officer		
Delegated Function:	Power to invite and evaluate tenders for goods and services that are adequately funded in the annual budget.		
Conditions of Delegation:	a) This delegation extends to conformity with Section 3.57 of the <i>Local Government Act, 1995</i> and the prescribe functions under r.11; r.13; r.14; r.18 and r.20 of the Local Government (Functions and General) Regulation, 1996. b) Tenders may only be called where this is a sufficient allocation in the adopted annual budget for the proposed goods or services or where the Council has seriously entertained the draft annual budget with incorporation of the funding for the required goods or services that are deemed essential to the continuity of service delivery as part of the Shire core business.		
Delegation adopted by Council:	Meeting:	Date: 21 Oct 2021	Minute: OCM 10.21-08
Delegation reviewed by Council:	Meeting:	Date: 20 June 2024	Minute: OCM 06.24-17
Sub-delegator:	Chief Executive Officer		
Express Power to Sub-delegate:	<i>Local Government Act, 1995</i> ✓ S.5.44 CEO may delegate some powers and duties to other employees		
Subdelegated to:	Nil.		
Additional conditions of Sub-delegation:	Nil.		
Sub-delegation approved by:	Name:	Signature:	Date:
Compliance References:	✓ <i>Local Government Act, 1995; s.3.57</i> ✓ <i>Local Government (Functions and General) Regulations 1996; r.11; r.13; r.14; r.18; r.20</i>		
Record Keeping:	The delegate (or sub-delegate) must keep a written record of the exercise the power or discharge the duty including the persons or classes of persons directly affected and ensure all evidentiary documents accord with Regulation 19 of the Local Government (Admin) Regulations 1996.		

1.4 Financial Investments

Delegator:	Council		
Express Power to Delegate:	<i>Local Government Act, 1995</i> ✓ S.5.42 Delegation of some powers or duties to the CEO ✓ S.5.43 Limitations on delegations to the CEO		
Delegated to:	Chief Executive Officer		
Delegated Function:	Power to invest money held in the municipal fund or trust fund that is not required at the time for any purpose.		
Conditions of Delegation:	a) This delegation extends compliance with the prescribe provisions under s.614(1) of the <i>Local Government Act 1995</i> . and r.19 of the <i>Local Government (Financial Management) Regulations, 1996</i> and any applicable Council Policy at the time of investment. b) All investment of funds must be with a reputable Australian Banking institution governed by the <i>Banking Act, 1959</i> . c) Investments must be spread across more than one financial institution to minimise financial risk. d) A monthly report on investments is to be presented to Council.		
Delegation adopted by Council:	Meeting:	Date: 21 Oct 2021	Minute: OCM 10.21-08
Delegation reviewed by Council:	Meeting:	Date: 20 June 2024	Minute: OCM 06.24-17
Sub-delegator:	Chief Executive Officer		
Express Power to Sub-delegate:	<i>Local Government Act, 1995</i> ✓ S.5.44 CEO may delegate some powers and duties to other employees		
Subdelegated to:	✓ Manager Corporate and Community		
Additional conditions of Sub-delegation:	Nil.		
Sub-delegation approved by:	Name:	Signature:	Date:
Compliance References:	✓ <i>Local Government Act, 1995; S6.14</i> ✓ <i>Trustees Act, 1962; Part III</i> ✓ <i>Local Government (Financial Management) Regulations; r. 19</i> ✓ <i>Policy 2.19 - Financial Reserves</i>		
Record Keeping:	The delegate (or sub-delegate) must keep a written record of the exercise the power or discharge the duty including the persons or classes of persons directly affected and ensure all evidentiary documents accord with Regulation 19 of the <i>Local Government (Admin) Regulations 1996</i> .		

1.5 Disposal of Assets

Delegator:	Council
Express Power to Delegate:	<i>Local Government Act, 1995</i> ✓ S.5.42 Delegation of some powers or duties to the CEO ✓ S.5.43 Limitations on delegations to the CEO
Delegated to:	Chief Executive Officer
Delegated Function:	Power to dispose of: 1) Shire owned property to: a) The highest bidder at public auction [s. 358(2)(a)]. b) The person who at public tender called by the local government makes what is considered (by the delegate) to be the most acceptable tender, whether or not it's the highest tender [s.358(2)(b)]. 2) Property by private treaty only in accordance with section 3.58(3) and prior to disposal, to consider any submissions received following the giving of public notice [s. 3.58(3)]. Including the execution of all transfer and sale documents. 3) Heavy plant and vehicles included in the budget for disposition/trade. 4) Shire owned property by way of periodic, or fixed-term residential tenancy and leave agreements, and associated documents.
Conditions of Delegation:	a) This delegation extends to compliance with the prescribe provisions under s3.58, s5.42, s6.10 of the Local Government Act 1995. and r.30 of the Local Government (Functions and General) Regulations, 1996 and any applicable Council Policy at the time of disposal. b) Action Disposals by private treaty performed under this delegation shall as a minimum be advertised through local media platforms (print and digital) to ensure maximum circulation. c) Where public auction is determined as the method of disposal, disposal of land or buildings is limited to items specified in the Annual Budget, and Policy 2.11 Koornong Residential Estate , and in any other case, a Council resolution is required. d) In accordance with s.5.43(d), disposal of property, for any single project where not part of a project but part of a single transaction, is limited to a maximum value of \$20,000.00, or less, and equal to, or above, the reserve price in regard to land identified in Policy 2.11. e) Where public auction is determined as the method of disposal: <ul style="list-style-type: none"> The reserve price has been set by independent valuation. If the reserve price is not achieved at auction, negotiation may be undertaken to achieve the sale at up to a -10% variation on the set reserve price. f) Where a public tender is determined as the method of disposal, and the tender does not achieve a reasonable price for the disposal of the property, then the CEO is to determine if better value could be achieved through another disposal method, and if so, must determine not to accept any tender, and use an alternative disposal method. g) Where a private treaty is determined [s.358(3)], as the method of disposal, authority to: <ul style="list-style-type: none"> Negotiate the sale of the property up to a -10% variance on the valuation; and Consider any public submissions received, and determined if to proceed with the disposal, ensuring that the reasons for such a decision are recorded.

	h) Where the market value of the property is determined as being less than \$20,000 [(F&G r30(3) excluded] disposal may be undertaken: <ul style="list-style-type: none"> Without reference to Council for resolution; and In any case, be undertaken to ensure that the best value return is achieved, however, where the property is determined as having a nil market value, then the disposal must ensure environmentally responsible disposal. i) This delegation allows for a surplus asset of less than \$300.00 to be gifted to a local community group of incorporated status, without the need to advertise the item.		
Delegation adopted by Council:	Meeting:	Date: Dec 2021	Minute: OCM 12.21-15
Delegation reviewed by Council:	Meeting:	Date: 20 June 2024	Minute: OCM 06.24-17
Sub-delegator:	Chief Executive Officer		
Express Power to Sub-delegate:	<i>Local Government Act, 1995</i> ✓ s.5.44 CEO may delegate some powers and duties to other employees		
Subdelegated to:	Nil.		
Additional conditions of Sub-delegation:	Nil.		
Sub-delegation approved by:	Name:	Signature:	Date:
Compliance References:	✓ <i>Local Government Act 1995 s3.58, s5.42, s6.10</i> ✓ Local Government (Functions and General) Regulations 1996, r.30 ✓ Policy 2.11 – Koornong Residential Estate ✓ Policy 2.33 – Employee and Community Housing ✓ Policy 2.37 – Lease Licence and Tenancy Agreements ✓ Policy 2.41 – Community Engagement ✓ Delegation 1.38 - Common Seal		
Record Keeping:	The delegate (or sub-delegate) must keep a written record of the exercise the power or discharge the duty including the persons or classes of persons directly affected and ensure all evidentiary documents accord with Regulation 19 of the Local Government (Admin) Regulations 1996.		

1.6 Relocation Expenses

Delegator:	Council		
Express Power to Delegate:	<i>Local Government Act, 1995</i> ✓ S.5.42 Delegation of some powers or duties to the CEO ✓ S.5.43 Limitations on delegations to the CEO		
Delegated to:	Chief Executive Officer		
Delegated Function:	To determine level of payment for relocation expenses for new employee appointed to a Managerial position with the Shire of Brookton.		
Conditions of Delegation:	a) Sufficient funds being available in the Salaries and Wages allocation of the municipal Budget at the time of paying expenses. b) The expenses may include a motor vehicle, kilometre rate allowance in lieu of airfares for the employee and immediate family, plus out-of-pocket expenses, meals and sundries to a value set by Council Policy.		
Delegation adopted by Council:	Meeting:	Date: 21 Oct 2021	Minute: OCM 10.21-08
Delegation reviewed by Council:	Meeting:	Date: 20 June 2024	Minute: OCM 06.24-17
Sub-delegator:	Chief Executive Officer		
Express Power to Sub-delegate:	<i>Local Government Act, 1995</i> ✓ S.5.44 CEO may delegate some powers and duties to other employees		
Subdelegated to:	Nil.		
Additional conditions of Sub-delegation:	Nil.		
Sub-delegation approved by:	Name:	Signature:	Date:
Compliance References:	✓ Policy 2.32 – Employee Remuneration		
Record Keeping:	The delegate (or sub-delegate) must keep a written record of the exercise the power or discharge the duty including the persons or classes of persons directly affected and ensure all evidentiary documents accord with Regulation 19 of the Local Government (Admin) Regulations 1996.		

1.7 Employee Housing

Delegator:	Council		
Express Power to Delegate:	<i>Local Government Act, 1995</i> ✓ S.5.42 Delegation of some powers or duties to the CEO ✓ S.5.43 Limitations on delegations to the CEO		
Delegated to:	Chief Executive Officer		
Delegated Function:	Authority to allocate accommodation and make all arrangements necessary in relation to occupancy and maintenance of Employee housing as provided by Council.		
Conditions of Delegation:	a) This delegation extends to compliance with the prescribe provisions under applicable Council Policy 2.33 – Employee and Community Housing at the time of allocation. b) The employee is to enter into a formal Tenancy Agreement with responsibility placed on the employee for payment of rent and utilities, maintenance of lawn and garden areas and repair of damage not deemed general wear and tear.		
Delegation adopted by Council:	Meeting:	Date: 21 Oct 2021	Minute: OCM 10.21-08
Delegation reviewed by Council:	Meeting:	Date: 20 June 2024	Minute: OCM 06.24-17
Sub-delegator:	Chief Executive Officer		
Express Power to Sub-delegate:	<i>Local Government Act, 1995</i> ✓ S.5.44 CEO may delegate some powers and duties to other employees		
Subdelegated to:	Nil.		
Additional conditions of Sub-delegation:	Nil.		
Sub-delegation approved by:	Name:	Signature:	Date:
Compliance References:	✓ <i>Residential Tenancies Act, 1987</i> ✓ Policy 2.32 – Employee Remuneration ✓ Policy 2.33 – Employee and Community Housing ✓ Policy 2.37 – Lease Licence and Tenancy Agreements		
Record Keeping:	The delegate (or sub-delegate) must keep a written record of the exercise the power or discharge the duty including the persons or classes of persons directly affected and ensure all evidentiary documents accord with Regulation 19 of the Local Government (Admin) Regulations 1996.		

1.8 Engagement of Professional Services

Delegator:	Council		
Express Power to Delegate:	<i>Local Government Act, 1995</i> ✓ S.5.42 Delegation of some powers or duties to the CEO ✓ S.5.43 Limitations on delegations to the CEO		
Delegated to:	Chief Executive Officer		
Delegated Function:	Authority to engage appropriate professional services and obtain legal advice and representation were considered necessary in the interest of providing good governance.		
Conditions of Delegation:	a) This delegation extends to compliance with the prescribe provisions and statements under Council Policy 1.19 – Legal Representation for Council Members and Employees, and Council Policy 1.20 – Legal Advice, Proceedings and Prosecutions. b) The engagement of all professional services must be sufficiently funded within the municipal budget.		
Delegation adopted by Council:	Meeting:	Date: 21 Oct 2021	Minute:
Delegation reviewed by Council:	Meeting:	Date: 20 June 2024	Minute: OCM 06.24-17
Sub-delegator:	Chief Executive Officer		
Express Power to Sub-delegate:	<i>Local Government Act, 1995</i> ✓ S.5.44 CEO may delegate some powers and duties to other employees		
Subdelegated to:	✓ Manager Corporate and Community		
Additional conditions of Sub-delegation:	Nil.		
Sub-delegation approved by:	Name:	Signature:	Date:
Compliance References:	✓ Council Policy 1.19 – Legal Representation for Council Members and Employees ✓ Policy 1.20 – Legal Advice, Proceedings and Prosecutions		
Record Keeping:	The delegate (or sub-delegate) must keep a written record of the exercise the power or discharge the duty including the persons or classes of persons directly affected and ensure all evidentiary documents accord with Regulation 19 of the Local Government (Admin) Regulations 1996.		

1.9 Local Laws Administration

Delegator:	Council		
Express Power to Delegate:	<i>Local Government Act, 1995</i> ✓ S.5.42 Delegation of some powers or duties to the CEO ✓ S.5.43 Limitations on delegations to the CEO		
Delegated to:	Chief Executive Officer		
Delegated Function:	Power to administer provisions, determine applications received, and exercise powers, duties and functions detailed in all Shire of Brookton Local Laws as prepared and adopted under Division 2 of Part 3 of the <i>Local Government Act, 1995</i> .		
Conditions of Delegation:	Nil.		
Delegation adopted by Council:	Meeting:	Date: 21 Oct 2021	Minute: OCM 10.21-08
Delegation reviewed by Council:	Meeting:	Date: 20 June 2024	Minute: OCM 06.24-17
Sub-delegator:	Chief Executive Officer		
Express Power to Sub-delegate:	<i>Local Government Act, 1995</i> ✓ S.5.44 CEO may delegate some powers and duties to other employees		
Subdelegated to:	✓ Manager Corporate and Community ✓ Manager Infrastructure and Works ✓ Contract Ranger		
Additional conditions of Sub-delegation:	a) Authority to perform administration and enforcement functions inclusive infringement notices and fines only.		
Sub-delegation approved by:	Name:	Signature:	Date:
Compliance References:	✓ <i>Local Government Act, 1995</i> ; Part 9; Divisions 1 and 2 ✓ Local Government Amendment Property Local Law 2013 ✓ Activities on Thoroughfares and Trading in Thoroughfares and Public Places Local Law 2012 ✓ Dogs Amendment Local Law 2012 ✓ Cemeteries Amendment Local Law 2012 ✓ Pest Plants Local Laws 2012 ✓ Health Local Laws 2000 ✓ By-law relating to the establishment, maintenance, and equipment of Bush Fire Brigades 1993		
Record Keeping:	The delegate (or sub-delegate) must keep a written record of the exercise the power or discharge the duty including the persons or classes of persons directly affected and ensure all evidentiary documents accord with Regulation 19 of the Local Government (Admin) Regulations 1996.		

1.10 Liquor Licensing and Permits

Delegator:	Council		
Express Power to Delegate:	<i>Local Government Act, 1995</i> ✓ s.5.42 Delegation of some powers or duties to the CEO ✓ s.5.43 Limitations on delegations to the CEO		
Delegated to:	Chief Executive Officer		
Delegated Function:	Power to issue: a) Certificates of the Local Government pursuant to s.39 of the <i>Liquor Control Act 1988</i> . b) Certificates of the Local Planning Authority pursuant to s.40 of the <i>Liquor Control Act 1988</i> . c) Consent requirements to applicants seeking approval for the consumption of alcohol for special occasions and events on Council owned or vested property in accordance with s.59 of the <i>Liquor Control Act 1988</i> .		
Conditions of Delegation:	a) This delegation extends to compliance with the prescribe provisions under 39, 40 and 59 of the <i>Liquor Control Act, 1988</i> and any applicable guidelines.		
Delegation adopted by Council:	Meeting:	Date: 21 Oct 2021	Minute: OCM 10.21-08
Delegation reviewed by Council:	Meeting:	Date: 20 June 2024	Minute: OCM 06.24-17
Sub-delegator:	Chief Executive Officer		
Express Power to Sub-delegate:	<i>Local Government Act, 1995</i> ✓ s.5.44 CEO may delegate some powers and duties to other employees.		
Subdelegated to:	✓ Manager Corporate and Community		
Additional conditions of Sub-delegation:	Nil.		
Sub-delegation approved by:	Name:	Signature:	Date:
Compliance References:	✓ <i>Liquor Control Act, 1988; s.39; s.40 and s.59.</i> ✓ Policy 2.25 - Hall Hire		
Record Keeping:	The delegate (or sub-delegate) must keep a written record of the exercise the power or discharge the duty including the persons or classes of persons directly affected and ensure all evidentiary documents accord with Regulation 19 of the Local Government (Admin) Regulations 1996.		

1.11 Rate Book

Delegator:	Council		
Express Power to Delegate:	<i>Local Government Act, 1995:</i> ✓ s.5.42 Delegation of some powers or duties to the CEO ✓ s.5.43 Limitations on delegations to the CEO		
Delegated to:	Chief Executive Officer		
Delegated Function:	Power to: a) Determine the time allowed for payment of rates before it becomes in arrears. b) Exercise discretion to grant an extension of time to process objections to the Rate Book. c) Recover rates pursuant to the provisions of s.6.56(1) of the <i>Local Government Act, 1995</i> . d) Enter into agreement with a rate payer for the payment of rates and service charges in accordance with the provisions s.6.49 of the <i>Local Government Act, 1995</i> . e) Require a lessee to pay rent to the Council in satisfaction of rates and service charges due and payable in accordance with s.6.60(2) of the <i>Local Government Act, 1995</i> .		
Conditions of Delegation:	Nil.		
Delegation adopted by Council:	Meeting:	Date: 21 Oct 2021	Minute: OCM 10.21-08
Delegation reviewed by Council:	Meeting:	Date: 20 June 2024	Minute: OCM 06.24-17
Sub-delegator:	Chief Executive Officer		
Express Power to Sub-delegate:	<i>Local Government Act, 1995</i> ✓ s.5.44 CEO may delegate some powers and duties to other employees		
Subdelegated to:	✓ Manager Corporate and Community		
Additional conditions of Sub-delegation:	Nil.		
Sub-delegation approved by:	Name:	Signature:	Date:
Compliance References:	✓ <i>Local Government Act, 1995</i> ; Part 6; Division 6; s.6.26 LGA Rateable land		
Record Keeping:	The delegate (or sub-delegate) must keep a written record of the exercise the power or discharge the duty including the persons or classes of persons directly affected and ensure all evidentiary documents accord with Regulation 19 of the Local Government (Admin) Regulations 1996.		

1.12 Closure of thoroughfares to vehicles

Delegator:	Council		
Express Power to Delegate:	<i>Local Government Act, 1995</i> ✓ s.5.42 Delegation of some powers or duties to the CEO ✓ s.5.43 Limitations on delegations to the CEO		
Delegated to:	Chief Executive Officer		
Delegated Function:	Power to: a) Close a thoroughfare (wholly or partially/ constructed or unconstructed) to a particular class(s) of vehicle for a period not exceeding four (4) weeks in accordance with s.3.50(1) of the <i>Local Government Act, 1995</i> . However, before doing so: i. Giving public notice of the pending closure. ii. Giving written to the Commissioner of Main Roads and landowners directly affected by the closure. iii. Consider submissions to the proposed road closure in accordance with s.3.50(1a), (2) and (4) of the <i>Local Government Act, 1995</i> . b) Revoke an order to close a thoroughfare in accordance with s.3.50(6) of the <i>Local Government Act, 1995</i> . c) Close a thoroughfare (wholly or partially) without public notice for repairs or maintenance where it is unlikely to have significant adverse effect on users in accordance with s.3.50(A) of the <i>Local Government Act, 1995</i> .		
Conditions of Delegation:	Nil.		
Delegation adopted by Council:	Meeting:	Date: 21 Oct 2021	Minute: OCM 10.21-08
Delegation reviewed by Council:	Meeting:	Date: 20 June 2024	Minute: OCM 06.24-17
Sub-delegator:	Chief Executive Officer		
Express Power to Sub-delegate:	<i>Local Government Act, 1995</i> ✓ s.5.44 CEO may delegate some powers and duties to other employees.		
Subdelegated to:	✓ Manager Infrastructure and Works		
Additional conditions of Sub-delegation:	Nil.		
Sub-delegation approved by:	Name:	Signature:	Date:
Compliance References:	✓ <i>Local Government Act, 1995</i> s.3.50 s.3.50A s.3.51 ✓ <i>Local Government (Functions and General) Regulations 1996</i> r4, r5 and r6		
Record Keeping:	The delegate (or sub-delegate) must keep a written record of the exercise the power or discharge the duty including the persons or classes of persons directly affected and ensure all evidentiary documents accord with Regulation 19 of the Local Government (Admin) Regulations 1996.		

1.13 Native Title

Delegator:	Council		
Express Power to Delegate:	<i>Local Government Act, 1995</i> ✓ S.5.42 Delegation of some powers or duties to the CEO ✓ S.5.43 Limitations on delegations to the CEO		
Delegated to:	Chief Executive Officer		
Delegated Function:	Power to register an interest in any native title claim affecting the Shire thus ensuring the Council to have sufficient interest to become a party to the native title application.		
Conditions of Delegation:	✓ Where possible discussion with Councillors should first be entertained to understand the required level of involvement in a native title application.		
Delegation adopted by Council:	Meeting:	Date: 21 Oct 2021	Minute: OCM 10.21-08
Delegation reviewed by Council:	Meeting:	Date: 20 June 2024	Minute: OCM 06.24-17
Sub-delegator:	Chief Executive Officer		
Express Power to Sub-delegate:	<i>Local Government Act, 1995</i> ✓ S.5.44 CEO may delegate some powers and duties to other employees		
Subdelegated to:	Nil.		
Additional conditions of Sub-delegation:	Nil.		
Sub-delegation approved by:	Name:	Signature:	Date:
Compliance References:	✓ <i>Native Title Act, 1999</i>		
Record Keeping:	The delegate (or sub-delegate) must keep a written record of the exercise the power or discharge the duty including the persons or classes of persons directly affected and ensure all evidentiary documents accord with Regulation 19 of the Local Government (Admin) Regulations 1996.		

1.14 Impounding Goods – Authorised Employee

Delegator:	Council		
Express Power to Delegate:	<i>Local Government Act, 1995</i> ✓ S.5.42 Delegation of some powers or duties to the CEO ✓ S.5.43 Limitations on delegations to the CEO		
Delegated to:	Chief Executive Officer		
Delegated Function:	1. Authority to refuse to allow goods impounded under s.3.39 or 3.40A to be collected until the costs of removing, impounding, and keeping has been paid to the Local Government [s.3.46] 2. Authority to sell or otherwise dispose of confiscated or uncollected goods or vehicles that have been ordered to be confiscated under s.3.43 [s.3.47]. 3. Authority to recover expenses incurred for removing, impounding, and disposing of confiscated or uncollected goods [s.3.48].		
Conditions of Delegation:	Disposal of confiscated or uncollected goods, including abandoned vehicles, with a market value less than \$20,000 may, in accordance with Functions and General Regulation 30, be disposed of by any means considered to provide best value for the Local Government. Disposal process must be transparent and accountable.		
Delegation adopted by Council:	Meeting:	Date: 21 Oct 2021	Minute: OCM 10.21-08
Delegation reviewed by Council:	Meeting:	Date: 20 June 2024	Minute: OCM 06.24-17
Sub-delegator:	Chief Executive Officer		
Express Power to Sub-delegate:	<i>Local Government Act, 1995</i> ✓ S.5.44 CEO may delegate some powers and duties to other employees		
Subdelegated to:	✓ Manager Infrastructure and Works ✓ Works Coordinator ✓ Contract Rangers		
Additional conditions of Sub-delegation:	Nil		
Sub-delegation approved by:	Name:	Signature:	Date:
Compliance References:	✓ <i>Local Government Act, 1995</i> s.3.46 s.3.47 s.3.48		
Record Keeping:	The delegate (or sub-delegate) must keep a written record of the exercise the power or discharge the duty including the persons or classes of persons directly affected and ensure all evidentiary documents accord with Regulation 19 of the Local Government (Admin) Regulations 1996.		

1.15 Offences – Bush Fires Act

Delegator:	Council		
Express Power to Delegate:	<i>Local Government Act, 1995</i> ✓ S.5.42 Delegation of some powers or duties to the CEO ✓ S.5.43 Limitations on delegations to the CEO		
Delegated to:	Chief Executive Officer		
Delegated Function:	1. To consider allegations of offences alleged to have been committed under the <i>Bush Fires Act, 1954</i> in the district of the Shire of Brookton and, if the Chief Executive Officer sees fit, to institute and carry-on proceedings in the name of the Shire of Brookton against any person alleged to have committed any of those offences. 2. This delegation extends to the issue and/or withdrawal of infringement notices in accordance with the provisions of s. 59A.		
Conditions of Delegation:			
Delegation adopted by Council:	Meeting:	Date: 21 Oct 2021	Minute: OCM 10.21-08
Delegation reviewed by Council:	Meeting:	Date: 20 June 2024	Minute: OCM 06.24-17
Sub-delegator:	Chief Executive Officer		
Express Power to Sub-delegate:	<i>Sub-delegation Is prohibited by s.48(3)</i>		
Subdelegated to:	Nil.		
Additional conditions of Sub-delegation:	Nil.		
Sub-delegation approved by:	Name:	Signature:	Date:
Compliance References:	✓ <i>Bush Fires Act, 1954 s.59 s.59A(2)</i> ✓ <i>Bush Fires (Infringement) Regulations 1978 r.4a</i>		
Record Keeping:	The delegate (or sub-delegate) must keep a written record of the exercise the power or discharge the duty including the persons or classes of persons directly affected and ensure all evidentiary documents accord with Regulation 19 of the Local Government (Admin) Regulations 1996.		

1.17 Dog Act 1976

Delegator:	Council		
Express Power to Delegate:	<i>Dog Act, 1976</i> ✓ S.10AA – Delegation of local government powers and duties		
Delegated to:	Chief Executive Officer		
Delegated Function:	<ol style="list-style-type: none"> 1. All powers, duties, and functions of the local government under the <i>Dog Act, 1976</i>. 2. Authorise the CEO to further delegate powers and duties under the <i>Dog Act, 1976</i> and associated Regulations. 		
Conditions of Delegation:	Nil.		
Delegation adopted by Council:	Meeting:	Date: 21 Oct 2021	Minute: OCM 10.21-08
Delegation reviewed by Council:	Meeting:	Date: 20 June 2024	Minute: OCM 06.24-17
Sub-delegator:	Chief Executive Officer		
Express Power to Sub-delegate:	<i>Dog Act, 1976</i> ✓ s.10AA(3) Delegation of local government powers and duties (NOTE sub-delegation only permitted where delegation to the CEO expressly authorises sub-delegation)		
Subdelegated to:	✓ Manager Corporate and Community (Administration; fines and infringements only) ✓ Section 10AA(5) of the <i>Dog Act, 1976</i> does not limit the ability of the CEO to perform a function through an officer or agent.		
Additional conditions of Sub-delegation:	Nil.		
Sub-delegation approved by:	Name:	Signature:	Date:
Compliance References:	✓ <i>Dog Act, 1976; s.29, s.33E and s.44</i> ✓ <i>Dog Regulations 2013</i> ✓ <i>Local Government (Miscellaneous Provisions) Act 1960</i>		
Record Keeping:	The delegate (or sub-delegate) must keep a written record of the exercise the power or discharge the duty including the persons or classes of persons directly affected and ensure all evidentiary documents accord with Regulation 19 of the Local Government (Admin) Regulations 1996.		

1.18 Gates on Road Reserves

Delegator:	Council		
Express Power to Delegate:	<i>Local Government Act, 1995</i> ✓ S.5.42 Delegation of some powers or duties to the CEO ✓ S.5.43 Limitations on delegations to the CEO		
Delegated to:	Chief Executive Officer		
Delegated Function:	To approve the erection of gates on road reserves.		
Conditions of Delegation:	✓ In any circumstances considered controversial, the application is to be referred to Council. ✓ A Register of Gates with fences / gates across road reserves is required pursuant to legislation – <i>Local Government Act, 1995; Schedule 9.1, cl 5.</i>		
Delegation adopted by Council:	Meeting:	Date: 21 Oct 2021	Minute:
Delegation reviewed by Council:	Meeting:	Date: 20 June 2024	Minute: OCM 06.24-17
Sub-delegator:	Chief Executive Officer		
Express Power to Sub-delegate:	<i>Local Government Act, 1995</i> ✓ S.5.44 CEO may delegate some powers and duties to other employees		
Subdelegated to:	✓ Manager Infrastructure and Works		
Additional conditions of Sub-delegation:	Nil.		
Sub-delegation approved by:	Name:	Signature:	Date:
Compliance References:	✓ <i>Local Government Act, 1995; Schedule 9.1 cl.5</i>		
Record Keeping:	The delegate (or sub-delegate) must keep a written record of the exercise the power or discharge the duty including the persons or classes of persons directly affected and ensure all evidentiary documents accord with Regulation 19 of the Local Government (Admin) Regulations 1996.		

1.19 Notices and Orders - Health Act 1911 and Public Health Act 2016

Delegator:	Council		
Express Power to Delegate:	<i>Local Government Act, 1995</i> ✓ S.5.42 Delegation of some powers or duties to the CEO ✓ S.5.43 Limitations on delegations to the CEO <i>Public Health Act, 2016</i> ✓ S.21 Enforcement agency may delegate		
Delegated to:	✓ Chief Executive Officer		
Delegated Function:	To designate a person or class of persons to exercise and discharge all the following powers and functions under the <i>Health Act, 1911</i> and <i>Public Health Act, 2016</i> as an authorised officer: ✓ The forming of opinions and making of declarations. ✓ The grant and issue of licenses, permits, certificates and approvals. ✓ The issue of notices, orders and requisitions and the carrying out and putting into effect of notices, orders and requisitions. ✓ The ordering and authorisation of legal proceedings for breaches of the Act and all Regulations, Local Laws and Orders made there under.		
Conditions of Delegation:	✓ Compliance with adopted Health Local Laws ✓ Applicant must be advised of objections and/or appeal rights ✓ Persons to be appointed as authorised environmental health officers must satisfy the criteria published in Government Gazette No. 22 on 24 January 2017 – <i>Public Health Act, 2016</i> – Guidelines on the Designation of Authorised Officer. ✓ A register of authorised officers is to be maintained in accordance with s.27.		
Delegation adopted by Council:	Meeting:	Date: 21 Oct 2021	Minute: OCM 10.21-08
Delegation reviewed by Council:	Meeting:	Date: 20 June 2024	Minute: OCM 06.24-17
Sub-delegator:	Chief Executive Officer		
Express Power to Sub-delegate:	<i>Local Government Act, 1995</i> S.5.44 CEO may delegate some powers and duties to other employees		
Subdelegated to:	Environmental Health Officer/Building Surveyor		
Additional conditions of Sub-delegation:	✓ The sub-delegation does not include authorisation to instigate legal proceedings for breaches of the Act and all Regulations, Local Laws and Orders made there under.		
Sub-delegation approved by:	Name:	Signature:	Date:
Compliance References:	✓ <i>Health Act, 1911</i> ✓ <i>Public Health Act, 2016</i>		
Record Keeping:	The delegate (or sub-delegate) must keep a written record of the exercise the power or discharge the duty including the persons or classes of persons directly affected and ensure all evidentiary documents accord with Regulation 19 of the Local Government (Admin) Regulations 1996.		

1.20 Advertising - Development Applications

Delegator:	Council		
Express Power to Delegate:	<i>Local Government Act, 1995</i> ✓ S.5.42 Delegation of some powers or duties to the CEO ✓ S.5.43 Limitations on delegations to the CEO		
Delegated to:	Chief Executive Officer		
Delegated Function:	To advertise development applications for public comment where required by legislation or where the Chief Executive Officer considers such applications should have public comment prior to consideration by Council, and to make available from Council's files information regarding the development application so that the public are in a position to make a proper assessment.		
Conditions of Delegation:	Subject to the provisions of Council Policy 2.41 - Community Engagement.		
Delegation adopted by Council:	Meeting:	Date: 21 Oct 2021	Minute: OCM 10.21-08
Delegation reviewed by Council:	Meeting:	Date: 20 June 2024	Minute: OCM 06.24-17
Sub-delegator:	Chief Executive Officer		
Express Power to Sub-delegate:	<i>Local Government Act, 1995</i> ✓ S.5.44 CEO may delegate some powers and duties to other employees		
Subdelegated to:	Nil.		
Additional conditions of Sub-delegation:	Nil.		
Sub-delegation approved by:	Name:	Signature:	Date:
Compliance References:	✓ <i>Planning and Development (Local Planning Schemes) Regulations, 2015</i> ✓ Local Planning Scheme No. 4 ✓ Council Policy 2.41 - Community Engagement.		
Record Keeping:	The delegate (or sub-delegate) must keep a written record of the exercise the power or discharge the duty including the persons or classes of persons directly affected and ensure all evidentiary documents accord with Regulation 19 of the Local Government (Admin) Regulations 1996.		

1.21 Traffic Regulatory Signs

Delegator:	Council		
Express Power to Delegate:	<i>Local Government Act, 1995</i> ✓ S.5.42 Delegation of some powers or duties to the CEO ✓ S.5.43 Limitations on delegations to the CEO		
Delegated to:	Chief Executive Officer		
Delegated Function:	To install appropriate regulatory traffic signs at such places as the Chief Executive Officer considers necessary.		
Conditions of Delegation:	Installation of regulatory traffic signs is always subject to Main Roads WA approval.		
Delegation adopted by Council:	Meeting:	Date: 21 Oct 2021	Minute: OCM 10.21-08
Delegation reviewed by Council:	Meeting:	Date: 20 June 2024	Minute: OCM 06.24-17
Sub-delegator:	Chief Executive Officer		
Express Power to Sub-delegate:	<i>Local Government Act, 1995</i> ✓ S.5.44 CEO may delegate some powers and duties to other employees		
Subdelegated to:	✓ Manager Infrastructure and Works		
Additional conditions of Sub-delegation:	Nil.		
Sub-delegation approved by:	Name:	Signature:	Date:
Compliance References:	✓ Main Roads WA Guideline "Traffic Signals" D09#88641		
Record Keeping:	The delegate (or sub-delegate) must keep a written record of the exercise the power or discharge the duty including the persons or classes of persons directly affected and ensure all evidentiary documents accord with Regulation 19 of the Local Government (Admin) Regulations, 1996.		

1.22 Events on Roads

Delegator:	Council		
Express Power to Delegate:	<i>Local Government Act, 1995</i> ✓ S.5.42 Delegation of some powers or duties to the CEO ✓ S.5.43 Limitations on delegations to the CEO		
Delegated to:	Chief Executive Officer		
Delegated Function:	To determine applications for the temporary closure of roads for the purpose of conducting events.		
Conditions of Delegation:	The road closure request must be accompanied by a Road Traffic Management Plan prepared by a person certified to prepare such plans.		
Delegation adopted by Council:	Meeting:	Date: 21 Oct 2021	Minute: OCM 10.21-08
Delegation reviewed by Council:	Meeting:	Date: 20 June 2024	Minute: OCM 06.24-17
Sub-delegator:	Chief Executive Officer		
Express Power to Sub-delegate:	<i>Local Government Act, 1995</i> ✓ S.5.44 CEO may delegate some powers and duties to other employees		
Subdelegated to:	✓ Manager Infrastructure and Works		
Additional conditions of Sub-delegation:	Nil.		
Sub-delegation approved by:	Name:	Signature:	Date:
Compliance References:	✓ <i>Road Traffic (Events on Roads) Regulations, 1991</i> ✓ <i>Local Government Act, 1995; S3.50</i>		
Record Keeping:	The delegate (or sub-delegate) must keep a written record of the exercise the power or discharge the duty including the persons or classes of persons directly affected and ensure all evidentiary documents accord with Regulation 19 of the Local Government (Admin) Regulations, 1996.		

1.23 Restricted Access Vehicles (RAV)

Delegator:	Council		
Express Power to Delegate:	<i>Local Government Act, 1995</i> ✓ S.5.42 Delegation of some powers or duties to the CEO ✓ S.5.43 Limitations on delegations to the CEO		
Delegated to:	Chief Executive Officer		
Delegated Function:	To issue Letters of Approval to RAV operators specifying which roads they may use and the conditions that apply to that use.		
Conditions of Delegation:	✓ Subject to the provisions of Council Policy 4.8 - Restricted Access Vehicles.		
Delegation adopted by Council:	Meeting:	Date: 21 Oct 2021	Minute: OCM 10.21-08
Delegation reviewed by Council:	Meeting:	Date: 20 June 2024	Minute: OCM 06.24-17
Sub-delegator:	Chief Executive Officer		
Express Power to Sub-delegate:	<i>Local Government Act, 1995</i> ✓ S.5.44 CEO may delegate some powers and duties to other employees		
Subdelegated to:	✓ Manager Infrastructure and Works		
Additional conditions of Sub-delegation:	Nil.		
Sub-delegation approved by:	Name:	Signature:	Date:
Compliance References:	✓ <i>Road Traffic Act, 1974</i> ✓ <i>Road Traffic (Vehicles) Regulations, 2014</i> ✓ Council Policy 4.8 - Restricted Access Vehicles		
Record Keeping:	The delegate (or sub-delegate) must keep a written record of the exercise the power or discharge the duty including the persons or classes of persons directly affected and ensure all evidentiary documents accord with Regulation 19 of the Local Government (Admin) Regulations, 1996.		

1.24 Additional Powers Exercised When Notices Given Requiring Certain Things to be Done by Owners or Occupiers of Land

Delegator:	Council		
Express Power to Delegate:	<i>Local Government Act, 1995</i> ✓ S.5.42 Delegation of some powers or duties to the CEO ✓ S.5.43 Limitations on delegations to the CEO		
Delegated to:	Chief Executive Officer		
Delegated Function:	To give a notice in writing to a person who is the owner or, unless Schedule 3.1 indicates otherwise, the occupier of the land requiring the person to do anything specified in the notice that – 1. Is prescribed in Schedule 3.1, Division 1; or 2. Is for the purpose of remedying or mitigating the effects of any offence against a provision prescribed in Schedule 3.1, Division 2 of the Act. 3. To take what action is deemed necessary to cover the costs incurred in achieving the purpose for which a notice was given pursuant to Section 3.25 of the <i>Local Government Act, 1995</i> from persons who failed to comply with the said notice		
Conditions of Delegation:	Nil.		
Delegation adopted by Council:	Meeting:	Date: 21 Oct 2021	Minute: OCM 10.21-08
Delegation reviewed by Council:	Meeting:	Date: 20 June 2024	Minute: OCM 06.24-17
Sub-delegator:	Chief Executive Officer		
Express Power to Sub-delegate:	<i>Local Government Act, 1995</i> ✓ S.5.44 CEO may delegate some powers and duties to other employees		
Subdelegated to:	Nil		
Additional conditions of Sub-delegation:	Nil		
Sub-delegation approved by:	Name:	Signature:	Date:
Compliance References:	✓ <i>Local Government Act, 1995; s.3.25(1) s.3.26(2), (3) s.3.27(1)</i> ✓ <i>Local Government (Uniform Local Provisions) Regulations 1996</i>		
Record Keeping:	The delegate (or sub-delegate) must keep a written record of the exercise the power or discharge the duty including the persons or classes of persons directly affected and ensure all evidentiary documents accord with Regulation 19 of the Local Government (Admin) Regulations 1996.		

1.25 Lodgement of Caveats

Delegator:	Council		
Express Power to Delegate:	<i>Local Government Act, 1995</i> ✓ S.5.42 Delegation of some powers or duties to the CEO ✓ S.5.43 Limitations on delegations to the CEO		
Delegated to:	Chief Executive Officer		
Delegated Function:	To lodge a caveat to preclude dealings in respect of land where payment of rates or service charges imposed in respect to the land is unpaid for at least (3) three years.		
Conditions of Delegation:	Nil.		
Delegation adopted by Council:	Meeting:	Date: 21 Oct 2021	Minute: OCM 10.21-08
Delegation reviewed by Council:	Meeting:	Date: 20 June 2024	Minute: OCM 06.24-17
Sub-delegator:	Chief Executive Officer		
Express Power to Sub-delegate:	<i>Local Government Act, 1995</i> ✓ S.5.44 CEO may delegate some powers and duties to other employees		
Subdelegated to:	✓ Manager Corporate and Community		
Additional conditions of Sub-delegation:	Nil.		
Sub-delegation approved by:	Name:	Signature:	Date:
Compliance References:	<i>Local Government Act, 1995; s6.64</i>		
Record Keeping:	The delegate (or sub-delegate) must keep a written record of the exercise the power or discharge the duty including the persons or classes of persons directly affected and ensure all evidentiary documents accord with Regulation 19 of the Local Government (Admin) Regulations 1996.		

1.26 Reserves Under Control of The Local Government

Delegator:	Council		
Express Power to Delegate:	<i>Local Government Act, 1995</i> ✓ S.5.42 Delegation of some powers or duties to the CEO ✓ S.5.43 Limitations on delegations to the CEO		
Delegated to:	Chief Executive Officer		
Delegated Function:	Authority to do anything for the purpose of controlling and managing land under the control and management of the Shire that the Shire could do under s.5 of the <i>Parks and Reserves Act 1895</i> [s.3.54(1)].		
Conditions of Delegation:	✓ Excludes the execution of lease or licence agreements for Crown Reserve Land with a third party. All lease and licence matters are to be referred to Council for determination. ✓ Limited to matters where the financial implications do not exceed a relevant and current budget allocation, and which do not create a financial liability in future budgets.		
Delegation adopted by Council:	Meeting:	Date: 21 Oct 2021	Minute: OCM 10.21-08
Delegation reviewed by Council:	Meeting:	Date: 20 June 2024	Minute: OCM 06.24-17
Sub-delegator:	Chief Executive Officer		
Express Power to Sub-delegate:	<i>Local Government Act, 1995</i> ✓ S.5.44 CEO may delegate some powers and duties to other employees		
Subdelegated to:	Nil.		
Additional conditions of Sub-delegation:	Nil.		
Sub-delegation approved by:	Name:	Signature:	Date:
Compliance References:	✓ <i>Local Government Act, 1995; s.3.54(1)</i> ✓ <i>Parks and Reserves Act 1895; s.5</i>		
Record Keeping:	The delegate (or sub-delegate) must keep a written record of the exercise the power or discharge the duty including the persons or classes of persons directly affected and ensure all evidentiary documents accord with Regulation 19 of the Local Government (Admin) Regulations 1996.		

1.27 Thoroughfares: Notification to Affected Owners

Delegator:	Council		
Express Power to Delegate:	<i>Local Government Act, 1995</i> ✓ S.5.42 Delegation of some powers or duties to the CEO ✓ S.5.43 Limitations on delegations to the CEO		
Delegated to:	Chief Executive Officer		
Delegated Function:	To ensure the requirements of Section 3.51(3) of the <i>Local Government Act, 1995</i> are observed relating to affected landowners being notified of proposals and allowed a reasonable time to make submissions in order that such may be considered.		
Conditions of Delegation:	Notification where possible should be presented to landowners in writing.		
Delegation adopted by Council:	Meeting:	Date: 21 Oct 2021	Minute: OCM 10.21-08
Delegation reviewed by Council:	Meeting:	Date: 20 June 2024	Minute: OCM 06.24-17
Sub-delegator:	Chief Executive Officer		
Express Power to Sub-delegate:	<i>Local Government Act, 1995</i> ✓ S.5.44 CEO may delegate some powers and duties to other employees		
Subdelegated to:	✓ Manager Infrastructure and Works ✓ Works Coordinator		
Additional conditions of Sub-delegation:	Nil.		
Sub-delegation approved by:	Name:	Signature:	Date:
Compliance References:	✓ <i>Local Government Act, 1995; s.3.51(3)</i> ✓ <i>Local Government (Functions and General) Regulations 1996</i>		
Record Keeping:	The delegate (or sub-delegate) must keep a written record of the exercise the power or discharge the duty including the persons or classes of persons directly affected and ensure all evidentiary documents accord with Regulation 19 of the Local Government (Admin) Regulations 1996.		

1.29 Powers of Entry onto Land

Delegator:	Council		
Express Power to Delegate:	<i>Local Government Act, 1995</i> ✓ S.5.42 Delegation of some powers or duties to the CEO ✓ S.5.43 Limitations on delegations to the CEO		
Delegated to:	Chief Executive Officer		
Delegated Function:	To undertake the functions and duties required under the <i>Local Government Act, 1995</i> in respect of: Section 3.39 Appointment of Authorised Persons for the purpose of removing and impounding goods that are involved in a contravention which can lead to impounding. Section 3.40 Removal of vehicle and impounding of goods by an authorised person. Section 3.42 Action required in respect to impounding of non-perishable goods. Section 3.44 Issuance of Notices regarding collection of goods if not confiscated. Section 3.46 Withholding of goods pending payment of costs. Section 3.47 Disposal of confiscated or uncollected goods. Section 3.48 Recovery of Costs incurred in the impounding exercise.		
Conditions of Delegation:	Compliance with the requirements of r.29 of the Local Government (Functions and General) Regulations, 1996 and Council Policies.		
Delegation adopted by Council:	Meeting:	Date: 21 Oct 2021	Minute: OCM 10.21-08
Delegation reviewed by Council:	Meeting:	Date: 20 June 2024	Minute: OCM 06.24-17
Sub-delegator:	Chief Executive Officer		
Express Power to Sub-delegate:	<i>Local Government Act, 1995</i> ✓ S.5.44 CEO may delegate some powers and duties to other employees		
Subdelegated to:	✓ Manager Infrastructure and Works ✓ Contract Rangers		
Additional conditions of Sub-delegation:	Nil.		
Sub-delegation approved by:	Name:	Signature:	Date:
Compliance References:	✓ <i>Local Government Act, 1995</i> ; s.3.39, s3.40, s3.42, s.3.44, s.3.46, s.3.47, s.3.48; s3.51 (3); Part 3; Division 3 and 4 ✓ <i>Local Government (Functions and General) Regulations, 1996</i>		
Record Keeping:	The delegate (or sub-delegate) must keep a written record of the exercise the power or discharge the duty including the persons or classes of persons directly affected and ensure all evidentiary documents accord with Regulation 19 of the Local Government (Admin) Regulations 1996.		

1.30 Execution of Leases, Licence Agreements and Contracts

Delegator:	Council		
Express Power to Delegate:	<i>Local Government Act, 1995</i> ✓ S.5.42 Delegation of some powers or duties to the CEO ✓ S.5.43 Limitations on delegations to the CEO		
Delegated to:	Chief Executive Officer		
Delegated Function:	To execute and apply the Common Seal to new leases for properties that Council has previously resolved to lease.		
Conditions of Delegation:	✓ Compliance with Delegation 1.38 Common Seal. ✓ Chief Executive Officer and Shire President jointly to sign the lease licence or contract document. ✓ Wording for Council motions is to read as follow: <i>"That Council authorises the Shire President and the Chief Executive Officer to execute the relevant documentation and affix the common seal of the Shire of Brookton on this documentation."</i>		
Delegation adopted by Council:	Meeting:	Date: 21 Oct 2021	Minute: OCM 10.21-08
Delegation reviewed by Council:	Meeting:	Date: 20 June 2024	Minute: OCM 06.24-17
Sub-delegator:	Chief Executive Officer		
Express Power to Sub-delegate:	<i>Local Government Act, 1995</i> ✓ S.5.44 CEO may delegate some powers and duties to other employees		
Subdelegated to:	Nil.		
Additional conditions of Sub-delegation:	Nil.		
Sub-delegation approved by:	Name:	Signature:	Date:
Compliance References:	Not Applicable		
Record Keeping:	The delegate (or sub-delegate) must keep a written record of the exercise the power or discharge the duty including the persons or classes of persons directly affected and ensure all evidentiary documents accord with Regulation 19 of the Local Government (Admin) Regulations 1996.		

1.33 Registration of Dogs

Delegator:	Council		
Express Power to Delegate:	<i>Local Government Act, 1995</i> ✓ S.5.42 Delegation of some powers or duties to the CEO ✓ S.5.43 Limitations on delegations to the CEO <i>Dog Act, 1976</i> ✓ S.10AA Delegation of local government powers and duties		
Delegated to:	Chief Executive Officer		
Delegated Function:	To keep an accurate and up-to-date record of all registered dogs and correct any errors that may be found in the register [s.14]. The administration of the register can be exercised as an acting through arrangement. The following functions are performed under delegation ✓ s.16(3) Refuse to register dog A dog may be registered by a person appointed as a 'registration officer'. The following functions are performed under authorisation ✓ s.16(2a) Register a dog ✓ s.16(3A) Cancel a registration of a person banned from owning or keeping a dog under s.46 ✓ s.16(3c) Cancel a registration if a dog has died ✓ s.16(6) Provide the registration certificate		
Conditions of Delegation:	Nil.		
Delegation adopted by Council:	Meeting:	Date: 21 Oct 2021	Minute: OCM 10.21-08
Delegation reviewed by Council:	Meeting:	Date: 20 June 2024	Minute: OCM 06.24-17
Sub-delegator:	Chief Executive Officer		
Express Power to Sub-delegate:	<i>Local Government Act, 1995</i> ✓ S.5.44 CEO may delegate some powers and duties to other employees <i>Dog Act, 1976</i> ✓ S.10AA(3) Delegation of local government powers and duties		
Subdelegated to:	✓ Manager Corporate and Community ✓ Finance Creditors and Records Officer ✓ Senior Finance Officer ✓ Trainee Business Administration ✓ Administration Officer ✓ Governance Officer ✓ Executive Governance Officer		
Additional conditions of Sub-delegation:	Nil.		
Sub-delegation approved by:	Name:	Signature:	Date:
Compliance References:	<i>Dog Act, 1976; s.11, s.14, s.16(3)</i>		
Record Keeping:	The delegate (or sub-delegate) must keep a written record of the exercise the power or discharge the duty including the persons or classes of persons directly affected and ensure all evidentiary documents accord with Regulation 19 of the Local Government (Admin) Regulations 1996.		

1.34 Planning Compliance

Delegator:	Council		
Express Power to Delegate:	<i>Local Government Act, 1995</i> ✓ S.5.42 Delegation of some powers or duties to the CEO ✓ S.5.43 Limitations on delegations to the CEO Planning and Development (Local Planning Schemes) Regulations, 2015 ✓ Schedule 2 cl.82 Delegations by Local Government		
Delegated to:	Chief Executive Officer		
Delegated Function:	To enter properties and buildings at all reasonable times for the purpose of ascertaining whether the provisions of the Town Planning Scheme and conditions of Development Approvals are being complied with.		
Conditions of Delegation:	Nil.		
Delegation adopted by Council:	Meeting:	Date: 21 Oct 2021	Minute: OCM 10.21-08
Delegation reviewed by Council:	Meeting:	Date: 20 June 2024	Minute: OCM 06.24-17
Sub-delegator:	Chief Executive Officer		
Express Power to Sub-delegate:	<i>Local Government Act, 1995</i> ✓ S.5.44 CEO may delegate some powers and duties to other employees		
Subdelegated to:	Nil.		
Additional conditions of Sub-delegation:	Nil.		
Sub-delegation approved by:	Name:	Signature:	Date:
Compliance References:	✓ <i>Planning and Development Act, 2005</i> ✓ Town Planning Scheme No. 4 ✓ Planning and Development (Local Planning Schemes) Regulations, 2015		
Record Keeping:	The delegate (or sub-delegate) must keep a written record of the exercise the power or discharge the duty including the persons or classes of persons directly affected and ensure all evidentiary documents accord with Regulation 19 of the Local Government (Admin) Regulations 1996.		

1.35 Authorised Officers

Delegator:	Council		
Express Power to Delegate:	<i>Local Government Act, 1995</i> ✓ S.5.42 Delegation of some powers or duties to the CEO ✓ S.5.43 Limitations on delegations to the CEO		
Delegated to:	Chief Executive Officer		
Delegated Function:	<p>To appoint persons or classes of persons to be authorised for the purpose of fulfilling functions of an authorised person prescribed in the following legislation inclusive of subsidiary legislation made under each Act i.e. Regulations:</p> <p>a) <i>Local Government Act, 1995</i> and its subsidiary legislation, including <i>Local Government Act Regulations</i>, the <i>Local Government (Miscellaneous Provisions) Act, 1960</i> and Local Laws made under the <i>Local Government Act</i>.</p> <p>b) <i>Caravan Parks and Camping Grounds Act, 1995</i></p> <p>c) <i>Bush Fires Act, 1954</i></p> <p>d) <i>Cat Act, 2011</i></p> <p>e) <i>Litter Act, 1979</i></p> <p>f) <i>Public Health Act, 2016</i></p> <p>g) <i>Food Act, 2008</i></p> <p>h) <i>Emergency Management Act, 2005</i></p> <p>i) <i>Building Act, 2011</i></p> <p>j) <i>Planning and Development Act, 2005</i></p> <p>k) <i>Cemeteries Act, 1986</i></p> <p>l) <i>Control of Vehicles (Off-road Areas) Act, 1978</i></p> <p>m) <i>Dog Act, 1976</i></p> <p>n) <i>Graffiti Vandalism Act, 2016</i> – refer s.15</p> <p>o) Any other legislation prescribed for the purposes of s.9.10 of the <i>Local Government Act, 1995</i>.</p> <p>To appoint persons or classes of persons to be authorised for the purpose of fulfilling prescribed functions with the Shire's local laws made under the <i>Local government Act, 1995</i>.</p>		
Conditions of Delegation:	✓ A register of Authorised Persons is to be maintained as a Local Government Record. ✓ Only person who are appropriately qualified and trained may be appointed as Authorised persons.		
Delegation adopted by Council:	Meeting:	Date: 21 Oct 2021	Minute:
Delegation reviewed by Council:	Meeting:	Date: 20 June 2024	Minute: OCM 06.24-17
Sub-delegator:	Chief Executive Officer		
Express Power to Sub-delegate:	<i>Local Government Act, 1995</i> ✓ S.5.44 CEO may delegate some powers and duties to other employees		
Subdelegated to:	Nil.		
Additional conditions of Sub-delegation:	Nil.		
Sub-delegation approved by:	Name:	Signature:	Date:

Compliance References:	<ul style="list-style-type: none"> ✓ Local Government Act, 1995; s.3.24 ✓ Various Acts and Regulations
Record Keeping:	<p>The delegate (or sub-delegate) must keep a written record of the exercise the power or discharge the duty including the persons or classes of persons directly affected and ensure all evidentiary documents accord with Regulation 19 of the Local Government (Admin) Regulations 1996.</p> <p>A record of each Authorisation is to be retained in the Authorised Persons Register.</p> <p>Instruments or Certificates of Authorisation are to be provided to Authorised Persons and copies of these documents are to be retained in records management system.</p>

1.36 Purchasing Authority

Delegator:	Council		
Express Power to Delegate:	<i>Local Government Act, 1995</i> ✓ S.5.42 Delegation of some powers or duties to the CEO ✓ S.5.43 Limitations on delegations to the CEO		
Delegated to:	Chief Executive Officer		
Delegated Function:	Complete purchasing authority across all Budget lines (in accordance with Council's Policies and the tender threshold of \$249,999 (GST Exclusive).		
Conditions of Delegation:	Provision made for purchase in the Council's Budget. Compliance with Council Policy including but not limited to; ✓ 2.20 Purchasing.		
Delegation adopted by Council:	Meeting:	Date: 21 Oct 2021	Minute: OCM 10.21-08
Delegation reviewed by:	Meeting:	Date: 20 June 2024	Minute: OCM 06.24-17
Sub-delegator:	Chief Executive Officer		
Express Power to Sub-delegate:	<i>Local Government Act, 1995</i> ✓ S.5.44 CEO may delegate some powers and duties to other employees		
Subdelegated to:	Complete purchasing authority across all Budget lines up to the following limits: ✓ Manager Corporate and Community \$49,999 ✓ Manager Infrastructure and Works \$49,999 ✓ Manager Projects \$49,999 ✓ Works Coordinator \$ 5,000 ✓ Town Infrastructure Coordinator \$ 5,000 ✓ Building Maintenance Officer \$ 5,000 ✓ Executive Governance Officer \$ 3,000 ✓ Governance Officer \$ 3,000 ✓ CRC Coordinator \$ 3,000 ✓ Community Emergency Service Manager \$ 1,500		
Additional conditions of Sub-delegation:	For expediency and practicality, the above officers also have general purchasing authority, across all Budget lines, subject to provision being contained in the Budget, regardless of the relevant 'Responsible Officer'.		
Sub-delegation approved by:	Name:	Signature:	Date:
Compliance References:	✓ <i>Local Government Act, 1995</i> ✓ <i>Council Procurement Policy 2.36</i>		
Record Keeping:	The delegate (or sub-delegate) must keep a written record of the exercise the power or discharge the duty including the persons or classes of persons directly affected and ensure all evidentiary documents accord with Regulation 19 of the Local Government (Admin) Regulations 1996.		

1.37 Specific Provisions Under Local Planning Scheme No. 4

Delegator:	Council		
Express Power to Delegate:	<i>Local Government Act, 1995</i> ✓ S.5.42 Delegation of some powers or duties to the CEO ✓ S.5.43 Limitations on delegations to the CEO <i>Planning and Development (Local Planning Schemes) Regulations, 2015</i> ✓ Schedule 2 cl.82 Delegations by Local Government		
Delegated to:	Chief Executive Officer		
Delegated Function:	The authority to: ✓ Issue Council response to Western Australian Planning Commission for subdivision/amalgamation applications and clear conditions relating to subdivision and amalgamations. ✓ Sign outward correspondence relating to local planning matters. ✓ Sign strata titles in accordance with the <i>Strata Titles Act WA, 2020</i> . ✓ Determine and approve all Development Applications classified as a “P” and “D” use under the Shire of Brookton’s Local Planning Scheme No. 4 - Zoning Table. ✓ Determine and approve Grouped Dwelling Development Applications that comply with the Residential Design Codes (2021) and Local Planning Scheme No. 4. ✓ Determine and approve Single Dwelling Development Applications that comply with Local Planning Scheme No. 4, on Commercial, Residential, Rural Residential, Rural Small Holdings, Rural Enterprise and Rural zoned land. ✓ Determine and approve Development Applications in Avon River South Flood Plain areas that comply with the Residential Design Codes (2021) and Local Planning Scheme No. 4. ✓ Determine and approve Outbuilding Development Applications that comply with the Residential Design Codes (2021), the Shire of Brookton’s Outbuilding Policy and Local Planning Scheme No. 4. ✓ Determine and approve Development Applications that contain minor variations to Local Planning Scheme No. 4 or the Residential Design Codes (2021). ✓ Issue certificates of compliance for the Residential Design Codes (2021); ✓ Respond to development applications relating to public housing from the Department of Housing and be the principal Shire contact point for the Department of Housing. ✓ Determine and respond to subdivision referrals from the Western Australian Planning Commission, which relate to the alignment of roads or do not exceed creation of five (5) new additional lots. ✓ Approve signage applications in accordance with Local Planning Scheme, No. 4. ✓ Determine and approve Home Based Occupation Permits.		
Conditions of Delegation:	Nil.		
Delegation adopted by Council:	Meeting:	Date: 21 Oct 2021	Minute: OCM 10.21-08
Delegation reviewed by Council:	Meeting:	Date: 20 June 2024	Minute: OCM 06.24-17
Sub-delegator:	Chief Executive Officer		
Express Power to Sub-delegate:	<i>Local Government Act, 1995</i>		

	✓ S.5.44 CEO may delegate some powers and duties to other employees <i>Planning and Development (Local Planning Schemes) Regulations, 2015</i> ✓ Schedule 2 cl.83 Delegations by Local Government		
Subdelegated to:	Nil.		
Additional conditions of Sub-delegation:	Nil.		
Sub-delegation approved by:	Name:	Signature:	Date:
Compliance References:	✓ <i>Local Government Act 1995 s5.44</i> ✓ <i>Planning and Development Act 2005</i> ✓ <i>Town Planning Scheme No. 4</i> ✓ <i>Planning and Development (Local Planning Schemes) Regulations 2015</i> ✓ <i>Residential Design Codes 2015</i>		
Record Keeping:	The delegate (or sub-delegate) must keep a written record of the exercise the power or discharge the duty including the persons or classes of persons directly affected and ensure all evidentiary documents accord with Regulation 19 of the Local Government (Admin) Regulations 1996.		

1.38 Common Seal

Delegator:	Council		
Express Power to Delegate:	<i>Local Government Act, 1995</i> ✓ S.5.42 Delegation of some powers or duties to the CEO ✓ S.5.43 Limitations on delegations to the CEO		
Delegated to:	Chief Executive Officer		
Delegated Function:	✓ To affix the common seal to documents and execute formal documents that accord with a Council resolution.		
Conditions of Delegation:	✓ Use of the seal to be recorded in the Council's Seal Register. ✓ The following wording must be used for Council motions in relation to affixing the Common Seal: <i>"That Council authorise the Shire President and the Chief Executive Officer to execute the relevant documentation and affix the common seal of the Shire of Brookton on this documentation."</i>		
Delegation adopted by Council:	Meeting:	Date: 21 Oct 2021	Minute: OCM 10.21-08
Delegation reviewed by Council:	Meeting:	Date: 20 June 2024	Minute: OCM 06.24-17
Sub-delegator:	Chief Executive Officer		
Express Power to Sub-delegate:	<i>Local Government Act, 1995</i> ✓ S.5.44 CEO may delegate some powers and duties to other employees		
Subdelegated to:	Nil.		
Additional conditions of Sub-delegation:	Nil.		
Sub-delegation approved by:	Name:	Signature:	Date:
Compliance References:	<i>Local Government Amendment Act, 2009; S9.49A, S9.49B</i>		
Record Keeping:	The delegate (or sub-delegate) must keep a written record of the exercise the power or discharge the duty including the persons or classes of persons directly affected and ensure all evidentiary documents accord with Regulation 19 of the Local Government (Admin) Regulations 1996.		

1.39 Authorised Officer – Food Act 2008

Delegator:	Council		
Express Power to Delegate:	<i>Local Government Act, 1995</i> ✓ S.5.42 Delegation of some powers or duties to the CEO ✓ S.5.43 Limitations on delegations to the CEO <i>Food Act, 2008</i> ✓ S.122 Appointment of authorised officers ✓ S.126(13) Appointment of designated officers		
Delegated to:	Chief Executive Officer		
Delegated Function:	<p>To exercise and discharge all or any of the powers or functions of the local government pursuant to the <i>Public Health Act, 2016</i> and in regard to the following sections of the <i>Food Act, 2008</i>:</p> <ul style="list-style-type: none"> • Appoint authorised officers in accordance with section 122. • Appoint designated officers to issue infringement notices in accordance with section 126(2). • Appoint designated officers to extend the payment period for infringement notices or withdraw infringement notices in accordance with sections 126(6) and 126(7). <p>To exercise and discharge all or any of the powers and functions of the local government pursuant to the <i>Public Health Act, 2016</i> and in regard to the following sections of the <i>Food Act, 2008</i>:</p> <ul style="list-style-type: none"> • Issue prohibition orders in accordance with section 65. • Clear and remove a prohibition order in accordance with section 66. • Provide written notification not to issue a certificate of clearance in accordance with section 67. • Grant, apply conditions, refuse, vary, or cancel registration of a food business in accordance with section 110 and 112. 		
Conditions of Delegation:			
Delegation adopted by Council:	Meeting:	Date: 21 Oct 2021	Minute: OCM 10.21-08
Delegation reviewed by Council:	Meeting:	Date: 20 June 2024	Minute: OCM 06.24-17
Sub-delegator:	Chief Executive Officer		
Express Power to Sub-delegate:	Nil – <i>Food Regulations, 2009</i> do not provide for sub-delegation.		
Subdelegated to:	Nil.		
Additional conditions of Sub-delegation:	Nil.		
Sub-delegation approved by:	Name:	Signature:	Date:
Compliance References:	<i>Food Act, 2008; S.122, S.123, S.126</i>		
Record Keeping:	The delegate (or sub-delegate) must keep a written record of the exercise the power or discharge the duty including the persons or classes of persons directly affected and ensure all evidentiary documents accord with Regulation 19 of the Local Government (Admin) Regulations 1996.		

1.40 Variations to Firebreak Order

Delegator:	Council		
Express Power to Delegate:	<i>Local Government Act, 1995</i> ✓ S.5.42 Delegation of some powers or duties to the CEO ✓ S.5.43 Limitations on delegations to the CEO <i>Bush Fires Act 1954:</i> ✓ S.48 Delegation by Local Government		
Delegated to:	Chief Executive Officer		
Delegated Function:	To determine applications for the provision of firebreaks in alternative positions and to determine applications for the provision of alternative fire protection measures on the land, in accordance with the provisions of Clause 7.1 of Council's Firebreak Order and in consultation with the Chief Bush Fire Control Officer		
Conditions of Delegation:	The Chief Executive Officer has the right to grant, refuse, alter or add any conditions to any application		
Delegation adopted by Council:	Meeting:	Date: 21 Oct 2021	Minute: OCM 10.21-08
Delegation reviewed by Council:	Meeting:	Date: 20 June 2024	Minute: OCM 06.24-17
Sub-delegator:	Chief Executive Officer		
Express Power to Sub-delegate:	<i>Local Government Act, 1995</i> ✓ S.5.44 CEO may delegate some powers and duties to other employees		
Subdelegated to:	Nil.		
Additional conditions of Sub-delegation:	Nil.		
Sub-delegation approved by:	Name:	Signature:	Date:
Compliance References:	✓ <i>Bush Fires Act, 1951; s.48</i> ✓ Bush Fires Regulations, 1954		
Record Keeping:	The delegate (or sub-delegate) must keep a written record of the exercise the power or discharge the duty including the persons or classes of persons directly affected and ensure all evidentiary documents accord with Regulation 19 of the Local Government (Admin) Regulations 1996.		

1.41 Building Matters – Permits, Certificates & Orders

Delegator:	Council		
Express Power to Delegate:	<i>Local Government Act, 1995</i> ✓ S.5.42 Delegation of some powers or duties to the CEO ✓ S.5.43 Limitations on delegations to the CEO <i>Building Act, 2011</i> ✓ S.127(1) and (3) Delegation: special permit authorities and Local Governments		
Delegated to:	Chief Executive Officer		
Delegated Function:	To perform the duties and functions of the Building Act 2011 pertaining to buildings and associated incidental structures: ✓ Section 20 – Granting of Building Permits ✓ Section 21 – Granting of Demolition Permits ✓ Section 22 – Refusal of Permits ✓ Section 58 – Granting and Refusing Occupancy Permits and Building Approval Certificates ✓ Section 65 – Consider Extending the Period of Duration of an Occupancy Permit or Building Approval Certificate ✓ Section 110 – Issue Building Orders ✓ Section 117 – Revoke Building Orders		
Conditions of Delegation:	Compliance with Building Regulations 2012 and the Building Code of Australia, and other relevant Local Laws and Policies.		
Delegation adopted by Council:	Meeting:	Date: 21 Oct 2021	Minute: OCM 10.21-08
Delegation reviewed by Council:	Meeting:	Date: 20 June 2024	Minute: OCM 06.24-17
Sub-delegator:	Chief Executive Officer		
Express Power to Sub-delegate:	<i>Local Government Act, 1995</i> ✓ S.5.44 CEO may delegate some powers and duties to other employees <i>Building Act, 2011</i> ✓ S.127(6A) Delegation: special permit authorities and Local Governments (powers of sub-delegation limited to CEO)		
Subdelegated to:	✓ Environmental Health Officer/Building Surveyor		
Additional conditions of Sub-delegation:	Nil.		
Sub-delegation approved by:	Name:	Signature:	Date:
Compliance References:	✓ Building Act, 2011; s.18, s.20, s.21, s.22, s.27(1) ✓ Building Regulations, 2012; r.23, r.24, r.26 ✓ Building Services (Registration Act), 2011 ✓ Building Code of Australia ✓ Local Planning Scheme No. 4		
Record Keeping:	The delegate (or sub-delegate) must keep a written record of the exercise the power or discharge the duty including the persons or classes of persons directly affected and ensure all evidentiary documents accord with Regulation 19 of the Local Government (Admin) Regulations 1996.		

1.42 Building Matters – Building Authorisations

Delegator:	Council		
Express Power to Delegate:	<i>Local Government Act, 1995</i> ✓ S.5.42 Delegation of some powers or duties to the CEO ✓ S.5.43 Limitations on delegations to the CEO <i>Building Act, 2011</i> ✓ S.127(1) and (3) Delegation: special permit authorities and Local Governments		
Delegated to:	Chief Executive Officer		
Delegated Function:	To execute action in respect of compliance matters pertaining to buildings and associated incidental structures: ✓ Section 100 – Entry Powers ✓ Section 101 – Powers After Entry for Compliance Purposes ✓ Section 102 – Obtaining Information & Documents ✓ Section 103 – Use of Force and Assistance ✓ Section 106 – Application for Warrant to Enter a Place		
Conditions of Delegation:	Compliance with Building Regulations 2012, the Building Code of Australia, and other relevant Local Laws and Council Policy.		
Delegation adopted by Council:	Meeting:	Date: 21 Oct 2021	Minute: OCM 10.21-08
Delegation reviewed by Council:	Meeting:	Date: 20 June 2024	Minute: OCM 06.24-17
Sub-delegator:	Chief Executive Officer		
Express Power to Sub-delegate:	<i>Local Government Act, 1995</i> ✓ S.5.44 CEO may delegate some powers and duties to other employees <i>Building Act, 2011</i> ✓ S.127(6A) Delegation: special permit authorities and Local Governments (powers of sub-delegation limited to CEO)		
Subdelegated to:	✓ Environmental Health Officer/Building Surveyor		
Additional conditions of Sub-delegation:	Nil.		
Sub-delegation approved by:	Name:	Signature:	Date:
Compliance References:	✓ Building Act, 2011 Part 8 ✓ Town Planning Scheme No. 4 ✓ Building Code of Australia ✓ Building Regulations, 2012		
Record Keeping:	The delegate (or sub-delegate) must keep a written record of the exercise the power or discharge the duty including the persons or classes of persons directly affected and ensure all evidentiary documents accord with Regulation 19 of the Local Government (Admin) Regulations, 1996.		

1.43 Building Matters – Fines, Penalties & Enforcement

Delegator:	Council		
Express Power to Delegate:	<i>Local Government Act, 1995</i> ✓ S.5.42 Delegation of some powers or duties to the CEO ✓ S.5.43 Limitations on delegations to the CEO <i>Building Act, 2011</i> ✓ Section 96 – Authorised Persons ✓ S.127(1) and (3) Delegation: special permit authorities and Local Governments		
Delegated to:	Chief Executive Officer		
Delegated Function:	To appoint an authorised person for the purposes of this Act Building Act, 2011 to prepare, sign and serve notices in relation to fines, penalties, and enforcement.		
Conditions of Delegation:	Compliance with Building Regulations 2012, the Building Code of Australia, and other relevant Local Laws and Policies.		
Delegation adopted by Council:	Meeting:	Date: 21 Oct 2021	Minute: OCM 10.21-08
Delegation reviewed by Council:	Meeting:	Date: 20 June 2024	Minute: OCM 06.24-17
Sub-delegator:	Chief Executive Officer		
Express Power to Sub-delegate:	<i>Local Government Act, 1995</i> ✓ S.5.44 CEO may delegate some powers and duties to other employees <i>Building Act, 2011</i> ✓ S.127(6A) Delegation: special permit authorities and Local Governments (powers of sub-delegation limited to CEO)		
Subdelegated to:	✓ Environmental Health Officer/Building Surveyor		
Additional conditions of Sub-delegation:	Nil.		
Sub-delegation approved by:	Name:	Signature:	Date:
Compliance References:	✓ Building Act, 2011 Part 8 ✓ Town Planning Scheme No. 4 ✓ Building Code of Australia ✓ Building Regulations, 2012		
Record Keeping:	The delegate (or sub-delegate) must keep a written record of the exercise the power or discharge the duty including the persons or classes of persons directly affected and ensure all evidentiary documents accord with Regulation 19 of the Local Government (Admin) Regulations 1996.		

1.44 Employment Committee

Delegator:	Council		
Express Power to Delegate:	<i>Local Government Act, 1995</i> ✓ S.5.16 Delegation of some powers or duties to certain committees ✓ S.5.17 Limits on delegation of powers and duties to certain committees ✓ S.5.38 Annual review of certain employees' performances		
Delegated to:	Employment Committee		
Delegated Function:	To conduct the performance review and salary package review and amend the Chief Executive Officer's salary package.		
Conditions of Delegation:	Compliance with the terms of the contract, the Salaries and Allowances Tribunal CEO Determinations and to be conducted annually prior to anniversary and April / May for the Budget Meeting. Subject to the provisions of Council Policy including but limited to: ✓ 1.12 CEO Performance and Salary Review ✓ 1.13 Council Committees – Terms of Reference		
Delegation adopted by Council:	Meeting:	Date: 21 Oct 2021	Minute: OCM 10.21-08
Delegation reviewed by Council:	Meeting:	Date: 20 June 2024	Minute: OCM 06.24-17
Sub-delegator:	Nil.		
Express Power to Sub-delegate:	Nil.		
Subdelegated to:	Nil.		
Additional conditions of Sub-delegation:	Nil.		
Sub-delegation approved by:	Name:	Signature:	Date:
Compliance References:	<i>Local Government Act 1995 s.5.16, s.5.17 and s.5.38</i>		
Record Keeping:	The delegate (or sub-delegate) must keep a written record of the exercise the power or discharge the duty including the persons or classes of persons directly affected and ensure all evidentiary documents accord with Regulation 19 of the Local Government (Admin) Regulations 1996.		

1.45 Issue of Corporate Credit Cards

Delegator:	Council		
Express Power to Delegate:	<i>Local Government Act, 1995</i> ✓ S.5.42 Delegation of some powers or duties to the CEO ✓ S.5.43 Limitations on delegations to the CEO		
Delegated to:	Chief Executive Officer		
Delegated Function:	To issue corporate credit cards to senior employees and CESM to a maximum collective credit limit of \$21,500.		
Conditions of Delegation:	Subject to the provisions of Council Policy including: ✓ Policy 2.18 - Use of Corporate Credit Cards ✓ Policy 2.36 - Procurement		
Delegation adopted by Council:	Meeting:	Date: 15 Sept 2022	Minute: OCM 09.22-05
Delegation reviewed by Council:	Meeting:	Date: 20 June 2024	Minute: OCM 06.24-17
Sub-delegator:	Chief Executive Officer		
Express Power to Sub-delegate:	<i>Local Government Act, 1995</i> ✓ S.5.44 CEO may delegate some powers and duties to other employees		
Subdelegated to:	Nil.		
Additional conditions of Sub-delegation:	Nil.		
Sub-delegation approved by:	Name:	Signature:	Date:
Compliance References:	✓ Policy 2.18 - Use of Corporate Credit Cards		
Record Keeping:	The delegate (or sub-delegate) must keep a written record of the exercise the power or discharge the duty including the persons or classes of persons directly affected and ensure all evidentiary documents accord with Regulation 19 of the Local Government (Admin) Regulations 1996.		

1.47 Appointed/Designated Officers

Delegator:	Council
Express Power to Delegate:	<p><i>Local Government Act, 1995</i></p> <ul style="list-style-type: none"> ✓ S.5.42 Delegation of some powers or duties to the CEO ✓ S.5.43 Limitations on delegations to the CEO
Delegated to:	Chief Executive Officer
Delegated Function:	<p>The persons in the following positions are appointed as Authorised or Designated Officers, either until their employment ceases or their appointment is withdrawn by the Chief Executive Officer (CEO), whichever comes first:</p> <p>Rules of Conduct Complaints Officer The Chief Executive Officer is designated as Council's Complaints Officer for receiving, investigating and, if deemed valid, registering, and reporting Elected Member breaches or alleged breaches of the Council's Code of Conduct or Rules of Conduct. <i>Local Government Act, 1995</i> (Section 5.120 (1) (2)).</p> <p>Public Interests Disclosure Officer The Chief Executive Officer has designated the Manager Corporate and Community as the Local Government's Public Interest Disclosure Officer for receiving and registering disclosures of public information relating to matters falling within the sphere of responsibility of the Shire of Brookton. <i>Public Interest Disclosure Act, 2003</i> (Section 23 (1) (a)).</p> <p>Freedom of Information (FOI) Coordinator The Chief Executive Officer, as the Shire of Brookton's Principal Officer for the purposes of the Act, designates the Manager Corporate and Community as the Council's Freedom of Information Coordinator, for receiving, investigating, registering and reporting Freedom of Information requests. <i>Freedom of Information Act, 1992</i> (Section 100 (1)).</p> <p>Freedom of Information Internal Review Officer The Chief Executive Officer is designated as the Local Government's Internal Review Officer. <i>Freedom of Information Act, 1992</i> (Section 41).</p> <p>Equal Employment Opportunity (EEO) Officer The Chief Executive Officer designates the Manager Corporate and Community as the Local Government's Equal Employment Opportunity Officer for implementing Council's Equal Employment Opportunity Management Plan and promoting Council's Equal Employment Opportunity Policy. <i>Equal Opportunity Act, 1984</i> (Section 145).</p> <p>Litter Officers All members of the Council and all employees of the local government are authorised officers. <i>Litter Act, 1979</i> (Sections 26, 27, 27A and 30).</p> <p>Citizenship Officers The Minister for Immigration and Citizenship, acting under subsection 27(5) of the <i>Australian Citizenship Act, 2007</i> authorises the classes or person from time to time holding, occupying, or performing the duties of a person, mentioned in the Second Schedule to this Instrument, to receive a pledge of commitment. The persons in the following positions of the Shire of Brookton are authorised to receive a pledge of commitment:</p> <ul style="list-style-type: none"> ✓ President of the Shire

	✓ Deputy President of the Shire ✓ Chief Executive Officer of the Shire		
Conditions of Delegation:	Nil.		
Delegation adopted by Council:	Meeting:	Date: 21 Oct 2021	Minute: OCM 10.21-08
Delegation reviewed by Council:	Meeting:	Date: 20 June 2024	Minute: OCM 06.24-17
Sub-delegator:	Chief Executive Officer		
Express Power to Sub-delegate:	<i>Local Government Act, 1995</i> ✓ S.5.44 CEO may delegate some powers and duties to other employees		
Subdelegated to:	✓ Manager Corporate and Community		
Additional conditions of Sub-delegation:			
Sub-delegation approved by:	Name:	Signature:	Date:
Compliance References:	✓ <i>Local Government Act, 1995; s.5.120(1)(2)</i> ✓ <i>Public Interest Disclosure Act, 2003; s.23(1)(a)</i> ✓ <i>Freedom of Information Act, 1992; s.41</i> ✓ <i>Equal Opportunity Act, 1984; s.145</i> ✓ <i>Litter Act, 1979; s.26, s.27, s.27A, s.30</i> ✓ <i>Australian Citizenship Act, 2007</i>		
Record Keeping:	The delegate (or sub-delegate) must keep a written record of the exercise the power or discharge the duty including the persons or classes of persons directly affected and ensure all evidentiary documents accord with Regulation 19 of the Local Government (Admin) Regulations 1996.		

1.48 Graffiti Vandalism Act 2013

Delegator:	Council		
Express Power to Delegate:	<i>Local Government Act, 1995</i> ✓ S.5.42 Delegation of some powers or duties to the CEO ✓ S.5.43 Limitations on delegations to the CEO		
Delegated to:	Chief Executive Officer		
Delegated Function:	To discharges all of the Shire of Brookton and Council's duties under section 16 of <i>Graffiti Vandalism Act, 2013</i> . The right to utilise, and modify as necessary, Forms 4 and 6 in Schedule 1 to the <i>Local Government (Functions and General) Regulations 1996</i> .		
Conditions of Delegation:	Nil.		
Delegation adopted by Council:	Meeting:	Date: 21 Oct 2021	Minute: OCM 10.21-08
Delegation reviewed by Council:	Meeting:	Date: 20 June 2024	Minute: OCM 06.24-17
Sub-delegator:	Chief Executive Officer		
Express Power to Sub-delegate:	<i>Local Government Act, 1995</i> ✓ S.5.44 CEO may delegate some powers and duties to other employees		
Subdelegated to:	Nil.		
Additional conditions of Sub-delegation:	Nil.		
Sub-delegation approved by:	Name:	Signature:	Date:
Compliance References:	✓ <i>Graffiti Vandalism Act 2013</i> ✓ <i>Local Government (Functions and General) Regulations 1996</i>		
Record Keeping:	The delegate (or sub-delegate) must keep a written record of the exercise the power or discharge the duty including the persons or classes of persons directly affected and ensure all evidentiary documents accord with Regulation 19 of the Local Government (Admin) Regulations 1996.		

1.49 Behaviour Complaints Committee

Delegator:	Council		
Express Power to Delegate:	<i>Local Government Act, 1995</i> ✓ S.5.16 Delegation of some powers or duties to certain committees		
Delegated to:	Behaviour Complaints Committee		
Delegated Function:	<ol style="list-style-type: none"> 1. Authority to make a finding as to whether an alleged breach the subject of a complaint has or has not occurred, based upon evidence from which it may be concluded that it is more likely that the breach occurred than that it did not occur – Members Code of Conduct (MCC_ - [MCC.cl.12(1) and (3)]). In making any finding the Committee must also determine reasons for the finding [MCC.cl.12(7)]. 2. Where a finding is made that a breach has occurred, authority to: <ol style="list-style-type: none"> a. take no further action [MCC.cl.12(4)(a)]; or b. prepare and implement a plan to address the behaviour of the person to whom the complaint relates [MCC.cl.12(4)(b), (5) and (6)]. 3. Authority to dismiss a complaint and if dismissed, the Committee must also determine reasons for the dismissal [MCC.cl.13(1) and (2)]. 		
Conditions of Delegation:	✓ The Committee will make decisions in accordance with the principles and specified requirements established in Council Policy 1.26 Code of Conduct Behaviour Complaints Management. ✓ That part of a committee meeting which deals with a Complaint will be held behind closed doors in accordance with s.5.23(2)(b) of the <i>Local Government Act, 1995</i> . ✓ The Committee is prohibited from exercising this Delegation where a Committee Member in attendance at a committee meeting is either the Complainant or Respondent to the Complaint subject of a committee agenda item. ✓ In the event of (c) above, the Committee may resolve to defer consideration to a future meeting at which the conflicted Committee Member is absent, and a Deputy Committee Member is in attendance.		
Delegation adopted by Council:	Meeting:	Date: 21 Oct 2021	Minute: OCM 10.21-08
Delegation reviewed by Council:	Meeting:	Date: 20 June 2024	Minute: OCM 06.24-17
Sub-delegator:	Nil.		
Express Power to Sub-delegate:	Nil.		
Subdelegated to:	Nil.		
Additional conditions of Sub-delegation:	Nil.		
Sub-delegation approved by:	Name:	Signature:	Date:
Compliance References:	✓ <i>Local Government Act 1995</i> ; S. 5.10(1), ✓ Local Government (Model Code of Conduct) Regulations 2021; cl.15(2) ✓ Shire of Brookton Code of Conduct for Council Members, Committee Members and Candidates		

	✓ Shire of Brookton Council Policy 1.26 - Code of Conduct Behaviour Complaints Management
Record Keeping:	Committee Minutes shall record the details of each decision made under this delegation in accordance with the requirements of Administration Regulation 19.

1.50 Amendment to Prohibited and Restricted Burning Periods – Bush Fires Act

Delegator:	Council		
Express Power to Delegate:	<i>Local Government Act, 1995</i> ✓ S.5.42 Delegation of some powers or duties to the CEO ✓ S.5.43 Limitations on delegations to the CEO		
Delegated to:	Chief Executive Officer		
Delegated Function:	To vary the: 1. Prohibited burning times; or 2. Restricted burning times; in Shire of Brookton by shortening, extending, suspending, or reimposing a period of prohibited burning times; or imposing a further period of prohibited burning times.		
Conditions of Delegation:	The Chief Executive Officer will only exercise this delegation after consultation with Council's Chief Bushfire Control Officer.		
Delegation adopted by Council:	Meeting:	Date: 17 February 2022	Minute: OCM 02.22-07
Delegation reviewed by Council:	Meeting:	Date: 20 June 2024	Minute: OCM 06.24-17
Sub-delegator:	Chief Executive Officer		
Express Power to Sub-delegate:	<i>Sub-delegation is prohibited by s.48(3)</i>		
Subdelegated to:	Nil.		
Additional conditions of Sub-delegation:	Nil.		
Sub-delegation approved by:	Name:	Signature:	Date:
Compliance References:	✓ <i>Bush Fires Act, 1954 s.17</i> ✓ <i>Bush Fires Act, 1954 s.18</i>		
Record Keeping:	Committee Minutes shall record the details of each decision made under this delegation in accordance with the requirements of Administration Regulation 19.		

1.51 Write Off of Rates and Sundry Debts

Delegator:	Council		
Express Power to Delegate:	<i>Local Government Act, 1995</i> ✓ S.5.42 Delegation of some powers or duties to the CEO ✓ S.5.43 Limitations on delegations to the CEO		
Delegated to:	Chief Executive Officer		
Delegated Function:	The authority to write off debts in the following manner: 1. Where a Sundry Debtor invoice has: a. a value of less than \$500; b. has been outstanding for at least 90 days; and c. in the Chief Executive Officer's opinion, will not be economically practical to pursue debt recovery of that invoice. 2. Where a Sundry Debtor invoice, less than \$500 in value, has been raised in error, the Chief Executive Officer may authorise that that invoice be written off. 3. Where a Rates Debtor account has a balance of less than \$10 the Chief Executive Officer may authorise that that amount be written off. 4. Where a Rates Debtor charge of an amount of less than \$500 was raised in error, the Chief Executive Officer may approve that that charge be written off.		
Conditions of Delegation:	Nil.		
Delegation adopted by Council:	Meeting:	Date: 16 th June 2022	Minute: OCM 06.22-13
Delegation reviewed by Council:	Meeting:	Date: 20 June 2024	Minute: OCM 06.24-17
Sub-delegator:	Chief Executive Officer		
Express Power to Sub-delegate:	<i>Local Government Act, 1995</i> ✓ S.5.44 CEO may delegate some powers and duties to other employees		
Subdelegated to:	Manager Corporate and Community		
Additional conditions of Sub-delegation:	Nil.		
Sub-delegation approved by:	Name:	Signature:	Date:
Compliance References:	✓ Policy 2.21 – Financial Hardship ✓ Policy 2.37 – Lease Licence and Tenancy Agreements; r.20 ✓ Policy 2.46 – Recovery of Rates and Service Charges Policy		
Record Keeping:	The delegate (or sub-delegate) must keep a written record of the exercise the power or discharge the authority.		

1.52 Appointment of Acting CEO

Delegator:	Council		
Express Power to Delegate:	<i>Local Government Act, 1995</i> ✓ S.5.42 Delegation of some powers or duties to the CEO ✓ S.5.43 Limitations on delegations to the CEO		
Delegated to:	Chief Executive Officer		
Delegated Function:	To appoint either the Manager Corporate and Community or the Manager Infrastructure and Works to be Acting Chief Executive Officer during the absence of the Chief Executive Officer		
Conditions of Delegation:	✓ In the event that the Chief Executive Officer cannot delegate the appointment of the Acting Chief Executive Officer position, Council will authorise the appointment. ✓ Any appointment by the Chief Executive Officer of an Acting Chief Executive Officer cannot be for a period greater than four weeks. ✓ Council is to be provided with prior notice whenever possible or notice as soon as practicable after any appointment is made.		
Delegation adopted by Council:	Meeting:	Date: 21 July 2022	Minute: OCM 07.22-18
Delegation reviewed by Council:	Meeting:	Date: 20 June 2024	Minute: OCM 06.24-17
Sub-delegator:	Nil.		
Express Power to Sub-delegate:	Nil.		
Subdelegated to:	Nil.		
Additional conditions of Sub-delegation:	Nil.		
Sub-delegation approved by:	Name:	Signature:	Date:
Compliance References:	✓ Council Policy 1.18 Appointing Acting or TEMPORARY CEO		
Record Keeping:	The delegate must keep a written record of the exercise the power or discharge the duty including the persons or classes of persons directly affected and ensure all evidentiary documents accord with Regulation 19 of the Local Government (Admin) Regulations 1996.		

1.53 Issuing of Permits to Burn – Bush Fires Act

Delegator:	Council		
Express Power to Delegate:	<i>Local Government Act, 1995</i> ✓ S.5.42 Delegation of some powers or duties to the CEO ✓ S.5.43 Limitations on delegations to the CEO <i>Bush Fires Act, 1954</i> ✓ S.48 Delegation by local governments		
Delegated to:	Chief Executive Officer		
Delegated Function:	To issue Permits to Burn under Regulation 15 of the Bush Fire Regulations 1954 and Section 18 of the Bush Fires Act 1954.		
Conditions of Delegation:	Permits to Burn to be exercised on properties within the townsite of Brookton.		
Delegation adopted by Council:	Meeting:	Date: 15 Sept 2022	Minute: OCM 09.22-13
Delegation reviewed by Council:	Meeting:	Date: 20 June 2024	Minute: OCM 06.24-17
Sub-delegator:	Chief Executive Officer		
Express Power to Sub-delegate:	<i>Sub-delegation is prohibited by S.48 Delegation by local governments</i>		
Subdelegated to:	Nil.		
Additional conditions of Sub-delegation:	Nil.		
Sub-delegation approved by:	Name:	Signature:	Date:
Compliance References:	✓ <i>Bush Fires Regulations, 1954 R.15</i> ✓ <i>Bush Fires Act, 1954 s.18</i>		
Record Keeping:	The delegate (or sub-delegate) must keep a written record of the exercise the power or discharge the duty including the persons or classes of persons directly affected and ensure all evidentiary documents accord with Regulation 19 of the Local Government (Admin) Regulations 1996.		

1.54 Audit and Risk Committee

Delegator:	Council		
Express Power to Delegate:	<i>Local Government Act, 1995</i> ✓ s.5.16 Delegation of some powers and duties to certain committees ✓ s.7.1B Delegation of some powers and duties to audit committees ✓ s.7.12A(2), (3) & (4) Duties of Local Government with respect to audits		
Delegated to:	Audit and Risk Committee		
Delegated Function:	1. Authority to meet with the City's Auditor at least once every year on behalf of the Council [s.7.12A(2)]. 2. Authority to: a. examine the report of the Auditor and determine matters that require action to be taken by the Shire of Brookton; and b. ensure that appropriate action is taken in respect of those matters [s.7.12A(3)]. 3. Authority to review and endorse the Shire of Brookton's report on any actions taken in response to an Auditor's report, prior to it being forwarded to the Minister [s.7.12A(4)].		
Conditions of Delegation:	This delegation is not to be used where a Management Letter or Audit Report raises significant issues. In that instance the Local Government's meeting with the Auditor must be directed to the Council..		
Delegation adopted by Council:	Meeting:	Date: 15 June 2025	Minute:
Delegation reviewed by Council:	Meeting:	Date: 20 June 2024	Minute:
Sub-delegator:	Nil.		
Express Power to Sub-delegate:	<i>Sub-delegation is prohibited by s.7.1B.</i>		
Subdelegated to:	Nil.		
Additional conditions of Sub-delegation:	Nil.		
Sub-delegation approved by:	Name:	Signature:	Date:
Compliance References:	✓ Department of Local Government, Sport and Cultural Industries Operational Guideline No. 09 - The appointment, function and responsibilities of Audit Committees ✓ Audit and Risk Committee Terms of Reference		
Record Keeping:	Committee Minutes shall record the details of each decision made under this delegation in accordance with the requirements of Administration Regulation 19.		

15.06.25.03 LEASE - PORTION OF RESERVE 43158 – 14 WHITE STREET – BROOKTON MENS SHED INC.

File No:	COM004
Date of Meeting:	19 June 2025
Location/Address:	Portion of Reserve 43158, 14 White Street Brookton
Name of Applicant:	Brookton Mens Shed Inc.
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 entering a 5 year lease with a 5 year renewal to Brookton Mens Shed Inc. (BMSI) over on a portion of Portion of Reserve 43158, 14 White Street Brookton

Description of Proposal:

The Shire administration has been negotiating a lease over on a portion of Portion of Reserve 43158, 14 White Street Brookton with BMSI. The BMSI have been using the premises on a causal hire basis since June 2024.

The draft lease agreement, included at Attachment 15.06.25.03A, includes the following requirements:

- at clause 3.6 the BMSI will pay all local government rates, rubbish collection, gas, telephone and any other fees or charges. Without significant investment in infrastructure the Shire of Brookton is not in a position to precisely charge separately for water and electricity consumption because the site shares these utility connections with other users. The Shire administration expects to monitor utility consumption through the life of this and other leases to identify any changes that may require an alteration of the terms of the lease;
- at clause 3.6 the BMSI will generally maintain the premises and keep the premises clean and in good and substantial repair, order and condition. The BMSI is not required to complete any structural maintenance. Structural maintenance remains the responsibility of Council;
- at clause 3.7 the BMSI will use the premises for the purpose of BMSI members and activities and other community and recreation activities with the approval of the Lessor;
- at clause 3.10 not permit assignment of the lease without Council consent;
- at clause 3.13 the BMSI will maintain public liability insurance off at least \$10 Million;
- at clause 3.14 the BMSI will maintain any contents insurance required;
- at clause 6 a dispute resolution process is outlined;
- at clause 8 the BMSI will provide 6 months' notice of a desire to renew the lease;
- at clause 12, either party may terminate the lease with 3 months' notice;
- the Shire will meet the utility costs for the premises, but the BMSI will pay \$900 per year as rent; and
- the lease term is for 5 years from 1st June 2025, with a term of renewal of a further 5 years.

Background:

Reserve 43158 is vested to Council for the purposes of Recreation, Tourism, Health, Civic and

Community purposes.

BMSI is a small community groups affiliated with Mens Shed WA. As their name suggests the BMSI meet in the shed and pursue a range of practical activities. While the number of members has fluctuated over time, BMSI are currently active and engaged.

Previously BMSI were part of Brookton Community Inc. (BCI). BCI's purpose was to be an umbrella group to combine small local community organisations to assist meeting their common administrative challenges. Council had leases with BCI over the facilities used by the BCI member groups. Early in 2024 relationships between the BCI members deteriorated and BCI in that format became unworkable. Council and BCI terminated these leases in June 2024 and the former BCI members have been utilising the formerly leased facilities on a casual hire basis since.

The Shire is working with the remaining members of BCI to arrange a lease over their areas of activity.

Consultation:

Council has consulted widely with the former component groups of the BCI including Patchwork group, the Arts and Craft group, Brookton Men's Shed, Brookton Community Garden and Brookton Onward Town Teams.

Statutory Environment:

Section 3.58 of the Local Government Act applies to the disposition of property, and a lease is included in the definition of disposition. However, Clause 30 Local Government (Functions and General) Regulations 1996 allows the lease of land to an incorporated community recreational group such as the BMSI, to be an exempt disposition, where the requirements of Section 3.58 are not applicable.

Relevant Plans and Policy:

The area of the proposed lease is included in Council's Brookton Reserve 43158 Management Plan 2020 – 2030. The proposed leased area is identified as the Community Garden/Men's Shed Precinct. The purpose of this Precinct is to afford a designated area and buildings required for a Community Garden and Men's Shed in a collocated setting..



Financial Implications:

The annual rental included in the lease is \$900. Council has expended \$12,005 year to date of a budget of \$14,263 for the combined old bowling club, men's shed and community garden expenses. This includes \$2,206 of insurance, \$883.98 of electricity, \$1,388 of water, structural repairs of \$2,300, other purchases of \$3,461 and Shire labour and plant expenses of \$5,378.

Risk Assessment:

The proposed lease to the BMSI has a Minor Asset and Financial risk of Possible likelihood.

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 activities completed on the premises subject to the draft lease agreement have relevance under the Shire of Brookton's Strategic Community Plan 2022-2032 at sections:

- 10.2 Aging-in-place program.
- 15.3 Built form cultural activation project.

Comment: Nil

OFFICER'S RECOMMENDATION

That Council:

- 1. approves the draft lease agreement to Brookton Mens Shed Inc. included at Attachment 15.06.25.03A;***
- 2. approves the Chief Executive Officer to Execute the Draft Lease with Brookton Mens Shed Inc. and make any minor amendments required; and***
- 3. authorises the Shire President and Chief Executive Officer to sign and affix the Shire of Brookton common seal to the Lease Agreement.***

(Simple majority vote required)

Attachments

Attachment 15.06.25.03A - Draft Lease - Portion of Reserve 43158, 14 White Street Brookton.



Lease

Shire of Brookton
Lessor

Brookton Mens Shed Incorporated
Lessee

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This Deed of Lease made at Shire of Brookton on 1st June 2025.

Parties **Shire of Brookton** of 14 White Street, Brookton, Western Australia ("**Lessor**")
The lessee mentioned in Schedule 1 ("**Lessee**")

Recitals

- A. The Lessor has the care, control and management of the land pursuant to management order;

Reserve 43158 - Vested in the Shire of Brookton for the purposes of *Recreation, Tourism, Health, Civic and Community purposes*.
- B. This Lease has been entered into under and in accordance with section 3.58 of the *Local Government Act 1995*.
- C. The Lessor has agreed to lease and the Lessee has agreed to take a lease of the Premises upon the terms and conditions contained in this Deed.

The parties agree

1. Definitions and Interpretation

1.1 Definitions

In this Lease, unless the contrary intention appears, the following expressions shall have the following meanings:

"**Act**" includes all acts and statutes (State or Federal) for the time being enacted and all regulations, schemes, ordinances, local laws, by-laws, requisitions, orders or statutory instruments made under any Act from time to time by any statutory, public or other competent authority;

"**Annexure 1**" means Annexure 1 of this Lease;

"**Annexure 2**" means Annexure 2 of this Lease;

"**Date of Commencement**" means the date mentioned in Item 5 of Schedule 1;

"**Dispute**" means a dispute referred to in subclause 0;

"**Encumbrances**" means:

- (a) all mortgages, charges, writs, warrants, caveats (and the claims stated in any caveat) and any other right or interest of any third party affecting the Land or any part of the Land
- (b) all reservations (if any), existing easements and restrictive covenants contained in the Crown Grant of the Land or referred to in or registered as an encumbrance on the Certificate of Title to the Land; and
- (c) all easements, restrictive covenants and encroachments (if any) affecting the Land or any part of the Land whether or not they are noted on the Certificate of Title to the Land,

- (d) and includes, without limitation, the encumbrances (if any) described in Schedule 1;

1.2 Interpretation

In this Deed:

- (a) headings are for convenience only and do not affect the interpretation or construction of this Lease; and

unless the context indicates the contrary intention:

- (b) every covenant or agreement expressed or implied in this Lease in which more than one person covenants or agrees shall bind each person jointly and severally;
- (c) a reference to any party shall mean and include a reference to that party and the party's successors, personal representatives and transferees and a reference to a corporation or body includes a reference to the corporation or body's successors and assigns;
- (d) words importing the singular include the plural (and vice versa) and words denoting individuals include corporations (and vice versa);
- (e) a reference to a clause, a subclause, a paragraph, a schedule or an annexure is reference to a clause, a subclause, a paragraph, a schedule or an annexure of this Lease and as amended in accordance with the provisions of this Lease from time to time;
- (f) a reference to any Act or to any section or provision thereof includes a reference to that Act, section or provision as amended, replaced, varied or substituted from time to time; and
- (g) where any act, matter or thing is to be done under this Lease on a Saturday or Sunday, then that act, matter or thing may be done on the Monday immediately following the relevant Saturday or Sunday or in the event of a public holiday in Western Australia the act, matter or thing may be done on the working weekday immediately following that public holiday.

2. Operative Part

The Lessor HEREBY LEASES to the Lessee and the Lessee hereby takes on lease the Premises, subject to the Encumbrances, from the Date of Commencement for the Term at the Rent and subject to and upon the covenants, conditions and stipulations contained in this Lease.

3. Lessee's Covenants

The Lessee covenants with the Lessor:

3.1 Rent

To pay the Rent (free from all deductions) in the manner and at the times mentioned in Schedule 1 to the Lessor at its address or as the Lessor may in writing from time to time direct.

3.2 Interest on overdue moneys

Without prejudice to the rights, powers and remedies of the Lessor that are otherwise provided for under this Lease, to pay to the Lessor on demand interest on any moneys that are due but unpaid for SEVEN (7) days by the Lessee to the Lessor on any account whatsoever under this Lease. Interest shall be calculated from the due date for the payment of the moneys in respect of which the interest is chargeable until payment of these moneys in full and interest shall be recoverable as if it was Rent in arrears. For the purpose of this subclause "interest" means the prevailing rate of interest charged on an overdraft of at least \$100,000 by a bank at which the Lessor keeps an account, calculated daily and capitalised on the last day of each calendar month.

3.3 Outgoings

To duly and punctually pay all local government rates, rubbish collection, gas, telephone and any other fees or charges which now or during the Term shall be charged upon or in respect of the Premises or be payable by the owner or occupier in respect thereof upon the respective days or times upon which the same shall become due and payable.

3.4 Other liabilities

To the extent permissible at law, to pay upon demand to the Lessor by way of reimbursement an amount equal to any moneys paid or outlaid by the Lessor in respect of any liability imposed on the Lessee under this Lease.

3.5 Cost of Lease

To pay an amount equal to the Lessor's reasonable and proper costs (including solicitors' costs) and all duties, fees, charges and expenses of and incidental to the instructions for and the preparation and completion of this Lease. The Lessee shall be solely responsible for all stamp duty payable on this Lease and in respect of any renewal of the Term, and any application for the consent of the Lessor and of or incidental to any and every breach or default by the Lessee under this Lease and in or incidental to the exercise or attempted exercise of any right, power, privilege, authority or remedy of the Lessor under or by virtue of this Lease and the reasonable fees of all professional consultants reasonably and properly incurred by the Lessor in consequence of or in connection with any breach or default by the Lessee under this Lease.

3.6 Maintain and repair Premises

(a) Generally

During the Term and for so long as the Lessee remains in possession or occupation of the Premises, to maintain, replace, repair, clean and keep the Premises clean and in good and substantial repair, order and condition having

regard to the age of the Premises at the Date of Commencement PROVIDED THAT:

- (i) this subclause shall not impose on the Lessee any obligation in respect of damage by earthquake, aircraft, riot, civil commotion, fire, flood, lightning, storm, tempest and reasonable wear and tear, act of God and war unless the damage is caused by the neglect, default or misconduct of the Lessee or the Lessor's insurances are invalidated by any act, neglect or default by the Lessee or its servants, agents, contractors or invitees;
- (ii) this subclause shall not impose on the Lessee any obligation in respect of any structural maintenance, replacement or repair except when rendered necessary by any act, neglect, default or omission on the part of the Lessee or its servants, agents, contractors or invitees or by the Lessee's particular use or occupancy of the Premises;
- (iii) all electric globes and fluorescent tubes in the Premises which may be damaged, broken or fail for any reason shall be replaced by the Lessee at its expense; and
- (iv) the expression "reasonable wear and tear" shall not include excessive wear to carpets or other floor coverings in the Premises.

(b) Fixtures, fittings, plant and equipment

Subject to subclause 3.9, to repair and make good any damage (regardless of how minor) which may be caused to the Premises at any time by the installation or removal by the Lessee of any fixtures, fittings, plant or equipment supplied and fitted by the Lessee or on behalf of the Lessee. Any areas of the Premises that are affected in any way by the removal or installation of such fixtures, fittings, plant or equipment must be placed in a state of repair and condition as if the installation and the removal of the relevant fixtures, fittings, plant or equipment had never taken place. This obligation shall include, without limitation, an obligation on the Lessee to place all walls, floors, ceilings, carpets, skirting boards, plasterwork, paintwork and wallpaper in a state that is aesthetically consistent with the immediate surrounding areas and the rest of the Premises.

(c) Paint and decorate

During the last THREE (3) months of the Term or upon any sooner determination of this Lease to properly paint and varnish with at least two coats of good quality paint and varnish (in colours approved by the Lessor in writing) those parts of the Premises as are now painted and varnished or are usually painted and varnished and to properly re-decorate in any other fashion (with suitable materials of good quality approved of by the Lessor in writing) all parts of the Premises that have been previously or are usually decorated. The Lessor shall not unreasonably withhold any approval required under this paragraph.

(d) Carpets

That any carpet replaced by the Lessee or installed by the Lessee shall immediately become and shall remain the property of the Lessor.

(e) Specific Maintenance Requirements

In addition to the obligations set out in this subclause 3.6, the Lessee must comply with the specific obligations set out in Annexure 2, if any.

3.7 Use of premises

(a) Generally

Not to use or permit the Premises to be used as the residence or sleeping place of any person or for auction sales but to use the Premises only for the purpose mentioned in Item 9 of Schedule 1 and for no other purpose whatsoever.

(b) Offensive activities

Not to do, exercise or carry on or allow any person to do, exercise or carry on in the Premises any noxious, noisome or offensive act, trade, business, occupation or calling or any act, matter or thing whatsoever which may cause nuisance, damage or disturbance to the Lessor or occupier of any building in the neighbourhood.

(c) Birds, animals

Not to keep any birds or animals in or about the Premises.

(d) Lavatories etc.

Not to use or allow to be used the lavatories, toilets, sinks and drainage and other plumbing facilities in the Premises for any purposes other than for which they were constructed or provided.

(e) Chemicals etc.

Not to use or allow to be used any chemicals or inflammable gases, fluids or substances on the Premises except where reasonably necessary in the normal course of the Lessee's business or the use of the Premises for the permitted use of the Premises.

(f) Signs

Not, without the prior written consent of the Lessor (which consent shall not be unreasonably withheld), to construct, display, affix or exhibit on or to the exterior or interior of the Premises any signs, lights, embellishments, advertisements, names or notices visible from outside the Premises.

(g) Removal of rubbish

To keep the Premises free from dirt and rubbish and to store and keep all trade waste, trash and garbage in proper receptacles.

(h) Floor overloading

Not to do or allow anything to be done on the Premises which would result in excessive stress, strain or floor loading to any part of the Premises except to those parts of the Premises designated in writing by the Lessor.

- (i) **Pest control**
To take all reasonable precautions to keep the Premises free of rodents, vermin, insects, pests, birds and animals.
- (j) **Not to pollute**
To do all things necessary to prevent pollution or contamination of the Premises by garbage, refuse, waste matter, oil and other pollutants.
- (k) **No smoking**
Not to use or allow the Premises to be used for smoking, holding or otherwise having control over an ignited Tobacco Product.

3.8 Entry by Lessor and others

To permit entry to the Premises at all reasonable times upon giving to the Lessee reasonable notice (except in the case of emergency when notice shall not be required):

- (a) **To inspect**
By the Lessor and its agents, servants and contractors to view the state of repair thereof for the purposes of ensuring compliance by the Lessee with all or any of the Lessee's Covenants.
- (b) **To repair**
By the Lessor and its agents, servants and contractors with workmen and others and all necessary materials and equipment for the purpose of complying with any request, requirement, notification or order of any authority having jurisdiction or authority over or in respect of the Premises for which the Lessee is not liable under this Lease or for which the Lessee is liable but has failed to carry out or for the carrying out of repairs, renovations, maintenance, modifications, extensions, alterations or replacements to the Premises and all plant, machinery and other building equipment within the Premises PROVIDED THAT in the exercise of this right the Lessor shall use its best endeavours not to cause any undue inconvenience to the Lessee.

3.9 Alterations and installations

- (a) **Generally**
Not to make or suffer to be made to the Premises any alterations or external projection or any structural alterations or to cut, maim or injure or suffer to be cut, maimed or injured any of the principal structure or walls or any part thereof without the prior written consent of the Lessor PROVIDED THAT such consent shall not be withheld in the case of any structural alterations or additions required to be made to the Premises by any local or statutory authority by reason of the particular use to which the Premises are put by the Lessee, but any such structural alterations or additions shall be effected at the sole cost of the Lessee to a specification approved in writing by the Lessor prior to the commencement of the said structural alterations or additions.

(b) Carried out in workmanlike manner

That all buildings, erections, improvements and alterations to be constructed and all works carried out or executed on the Premises by the Lessee shall be constructed, carried out or executed by the Lessee in a proper and workmanlike manner and under the supervision and to the reasonable satisfaction of the Lessor's building surveyor (or such other officer of the Lessor as the Lessor may appoint) and in the event of any dispute the certificate of the building surveyor (or such other officer of the Lessor) shall be final and binding upon the parties.

(c) Plant and equipment

Not to make any alterations or additions to any plant, equipment, fixtures or fittings forming part of the Premises (including without limitation any air-conditioning plant, electrical fittings, plumbing and fire warning or prevention systems) ("**Plant and Equipment Alterations**") without the Lessor's prior written consent (which may be withheld in the Lessor's discretion or given on such terms and conditions as the Lessor considers fit). Any application for consent shall be accompanied by detailed plans and specifications and, if approved by the Lessor, any works shall be carried out by the Lessee in a proper and workmanlike manner and under the supervision and to the reasonable satisfaction of such officer of the Lessor as the Lessor may appoint, and in the event of any dispute the certificate of the officer shall be final and binding upon the parties.

If any Plant and Equipment Alterations are made by the Lessee at any time then, on the expiry or sooner determination of the Term, the Lessee shall at the Lessor's request, promptly reinstate and restore the Premises as nearly as possible to its original state and shall repair and make good any damage (regardless of how minor) which may be caused to the Premises as a result of the reinstatement and restoration works. This obligation shall include, without limitation, an obligation on the Lessee to place all walls, floors, ceilings, carpets, skirting boards, plasterwork, paintwork and wallpaper in a state that is aesthetically consistent with the immediate surrounding areas and the rest of the Premises.

(d) Window treatments

Not without the prior written consent of the Lessor to install any other form of window treatment to the windows of the Premises either in addition to or in replacement of the existing window treatments unless and until they become worn or be damaged in which case the Lessee shall in the event that such wear or damage is caused by reason of the Lessee's own act or omission replace them with window treatments of similar quality, colour and design (unless otherwise agreed by the parties) to the reasonable satisfaction of the Lessor and all replacements shall immediately become and remain the property of the Lessor.

To report certain matters to the Lessor

(e) Broken glass and equipment

To immediately report to the Lessor any breakage of glass including plate glass and exterior windows and all damaged or broken heating, lighting or electrical equipment or plumbing installed upon the Premises.

(f) Defects

To give to the Lessor prompt notice in writing of any accident to or defect or want of repair in any services or fixtures, fittings, plant or equipment in the Premises and of any circumstances known to the Lessee that may be or may cause a risk or hazard to the Premises or to any person on the Premises.

(g) Change in office bearers

Where the Lessee is an incorporated association, to advise the Lessor of the name, address and phone number of the persons then appointed or elected to the position of President, Secretary and Treasurer (or like positions) within the Lessee, as soon as practicable after:

(i) the Date of Commencement; and

(ii) any change in those details.

3.10 No assignment

Any renewal of this Lease, any additional lease terms and conditions or assignment, mortgage, charge or otherwise, including subleasing, are subject to the approval of the Minister for Lands being first obtained in writing.

Not to assign, license, mortgage, charge or otherwise part with the possession of the Premises or any part of the Premises or in any way dispose of the benefit of this Lease without the prior written consent of the Lessor PROVIDED THAT:

(a) Consent not unreasonably withheld to assignment

If the Lessee wishes to assign the whole of the Premises and the benefit of this Lease the Lessor shall not unreasonably withhold its consent to that assignment if:

(i) the proposed assignee is a respectable, responsible and solvent person (the onus of proof of which shall be upon the Lessee);

(ii) the Lessee procures the execution by the proposed assignee of a deed of assignment of this Lease to which the Lessor is a party prepared and completed by the Lessor's solicitors at the reasonable cost of the Lessee in all respects and the covenants and agreements on the part of any assignee shall be deemed to be supplementary to this Lease and shall not in any way relieve the Lessee from its liability under this Lease;

(iii) all Rent and Outgoings then due or payable shall have been paid and there shall not be any existing unremedied breach of any of the Lessee's Covenants;

(iv) the assignment contains a covenant by the assignee with the Lessor that the assignee will at all times during the continuance of the Term duly observe and perform all the Lessee's Covenants; and

(v) the Lessee pays to the Lessor all proper and reasonable costs, charges and expenses incurred by the Lessor of and incidental to any enquiries which may be made by or on behalf of the Lessor as to the respectability, responsibility and solvency of any proposed assignee.

(b) Corporate assignee

If the assignee is a company then it shall be a condition of the Lessor's consent to any deed of assignment that the directors or the substantial shareholders of that company guarantee to the Lessor the observance and performance by the assignee of the Lessee's Covenants.

(c) No release of assignor

The covenants and agreements of any assignee shall be deemed to be supplementary to the Lessee's Covenants and shall not in any way relieve or be deemed to relieve the Lessee from the Lessee's Covenants;

PROVIDED FURTHER THAT if the Lessee is a corporation any change in the beneficial ownership of a substantial holding (within the meaning of section 9 of the *Corporations Act 2001 (Cth)*) in the corporation or any related body corporate within the meaning of section 50 of the *Corporations Act 2001 (Cth)* shall be deemed to be an assignment of the Premises and the benefit of this Lease for the purposes of this subclause;

AND IT IS EXPRESSLY AGREED AND DECLARED that sections 80 and 82 of the *Property Law Act 1969* are hereby excluded; and

The Lessee acknowledges and agrees that the failure by either the Lessee or any other relevant party to comply strictly with each of the conditions, stipulations and requirements contained in paragraphs (a) or (b) will constitute reasonable grounds upon which the Lessor may withhold its consent to any assignment of this Lease proposed by the Lessee.

3.11 Trust

To not without the prior written consent of the Lessor:

- (a) hold the Lessee's interest in this Lease on trust for any party other than pursuant to the trust (if any) specifically mentioned in Item 13 of Schedule 1;
- (b) declare a trust of the Lessee's interest in this Lease; or
- (c) vary, amend, alter or revoke the terms contained in any trust deed or add to or vary the beneficiaries of the trust or distribute or join in the distribution of any or all of the capital of the trust or in any other way vest the trust.

Any holding in trust or declaration of trust, amendment, alteration, revocation or distribution contrary to this subclause shall be deemed to be an assignment of the Lease to which all of the provisions of paragraphs 3.10(b) and (c) and shall apply.

3.12 Comply with Acts

(a) Generally

Notwithstanding anything to the contrary contained or implied in this Lease, to comply with all Acts relating to the Premises or the use thereof **PROVIDED THAT** the Lessee shall not be under any liability in respect of any structural alterations required by any Act other than caused or contributed to by the Lessee's particular use or occupation of the Premises.

(b) Fire regulations

In the positioning of partitions or any fixtures or fittings installed by the Lessee on the Premises, to comply with all Acts relating to fire detection and alarm and to pay to the Lessor the reasonable cost of effecting any alterations to the thermal detectors or other fire alarm installations which may be necessary to comply with any Act or any requirements of the Fire & Accident Underwriters' Association, the Insurance Council of Australia and the Fire and Emergency Services Authority of Western Australia.

(c) Use of Premises

The Lessor gives no warranty as to the use to which the Premises may be or are suitable to be put. The Lessee acknowledges that it has satisfied itself as to the requirements of all Acts in relation to the use of the Premises and enters into this Lease with full knowledge of and subject to any prohibitions under any Act. The Lessee shall at its cost obtain any necessary consents required pursuant to any Act to enable it to occupy the Premises for the purposes of its business.

3.13 Public Liability insurance

To effect and keep effected adequate public liability insurance for the time being in an amount not less than the amount mentioned in Item 10 of Schedule 1, or such higher amount as the Lessor shall from time to time reasonably require, with an insurer approved by the Lessor (which approval shall not be unreasonably withheld). The Lessee is to notify the Lessor of the policy details as soon as practicable after the Date of Commencement and to ensure that the insurance conforms with the reasonable requirements from time to time of the Lessor of which the Lessee is given notice.

3.14 Other insurance

During the Term, the Lessee is to effect and keep effected policies of insurance which shall include, without limitation, premiums in respect of insurance for all contents stored on the premises.

3.15 Not to invalidate insurance

Not to do or allow any act, matter or thing upon the Premises or bring or keep anything on the Premises whereby any insurance relating to the Premises may be rendered void or voidable or whereby the rate of premium on such insurance shall be or be liable to be increased and the Lessee shall pay all additional premiums of insurance on the Premises (if any) required on account of the additional or increased risk.

3.16 Indemnities

(a) Generally

To take and be subject to the same responsibilities in regard to persons and property to which the Lessee would be subject if during the Term the Lessee were the owner of the freehold of the Premises.

(b) Indemnity

To indemnify and keep indemnified the Department of Planning, Lands and Heritage, the Minister for Land and the Lessor from and against all claims,

demands, writs, summonses, actions, suits, proceedings, judgments, orders, decrees, damages, costs, losses and expenses of any nature whatsoever which the Department of Planning, Lands and Heritage, the Minister for Land and the Lessor may suffer or incur in connection with the loss of life, personal injury, illness and or damage to property, arising from or out of any occurrence in or upon or at the Premises or the use of the Premises by the Lessee or any part thereof or to any person or the property of any person using or entering on or near the Premises howsoever occasioned or occurring (loss, injury, illness, damage or destruction caused or occasioned by any negligent act, default or omission of the Lessor or its servants, agents or contractors excepted).

(c) Abuse of installations

To indemnify and keep indemnified the Lessor from and against any and all loss or damage whatsoever occasioned by the neglect, use, misuse or abuse of:

- (i) water, electricity or gas supplied to the Premises; or
- (ii) installations, fixtures or fittings for water, gas or electricity,

by the Lessee or by any servant, agent, contractor or invitee of the Lessee, and that the Lessee will pay for all damage or injury to the Premises or to the Lessor or to any other person in consequence of any breach or non-observance of the provisions of this paragraph.

(d) Insurance moneys

Without prejudice to the generality of paragraph (a) (to the extent that the terms and conditions of any insurances effected by the Lessee or any moneys paid to the Lessor out of insurances effected by the Lessee do not fully indemnify the Lessor from and against all actions, claims, demands, notices, losses, damages, costs and expenses to which the Lessor shall or may be or become liable in respect of all or any of the matters referred to in subparagraphs (i), (ii) and (iii) of this paragraph) to indemnify the Lessor and keep the Lessor indemnified from and against all actions, claims, demands, notices, losses, damages, costs and expenses to which the Lessor shall or may be or become liable in respect of all or any loss or damage to property or death or injury to any person of any nature or kind and however or wherever sustained that:

- (i) is caused or contributed to by the use or occupation of the Premises except to the extent caused or contributed to by the negligence or act, default or omission of the Lessor;
- (ii) results from any act, default or omission by the Lessee under this Lease; or
- (iii) results from any notice, claim or demand to pay, do or perform any act, matter or thing to be paid, done or performed by the Lessee under this Lease.

3.17 Yielding up

(a) Peaceably yield up

Upon the expiration or sooner determination of the Term, to peaceably surrender and yield up to the Lessor the Premises clean and free of rubbish and

in a state of repair and condition that is entirely consistent with all of the Lessee's Covenants having been fully complied with.

(b) Removal of Lessee's fixtures

Subject to any clause to the contrary, at or prior to the determination or termination of the Term to take, remove and carry away from the Premises all signs, fixtures, fittings, plant, equipment and other articles upon the Premises in the nature of trade or tenant's fixtures brought upon the Premises by the Lessee (other than air-conditioning plant and fire equipment, security alarms and security systems and other fixtures and fittings which in the opinion of the Lessor form an integral part of the Premises) and the Lessee shall on such removal forthwith make good to the satisfaction of the Lessor any damage which may be occasioned by such removal.

(c) Liquidated damages for failure to remove fixtures, etc.

Without limiting the Lessee's obligations under paragraphs (a) and (b) in any way, if, after receiving a notice from the Lessor given on or at any time after the determination or termination of the Term demanding that the Lessee remove any sign, fixture, plant, equipment or other article not removed in accordance with paragraph (b) ("**Removal Notice**") the Lessee fails to comply with all of its obligations under paragraph (b) within FIVE (5) days of the date of receipt of the Removal Notice then the Lessee shall:

- (i) pay the Lessor on demand by way of liquidated damages an amount per day equal to 1/365th of the Rent payable by the Lessee immediately prior to the expiration or sooner determination of the Term (as the case may be) ("**Removal Rent**"); and
- (ii) the Removal Rent shall be paid by the Lessee to the Lessor from and including the date on which the Removal Notice was received by the Lessee up to and including the day on which the Lessee has fully complied with all of its obligations under paragraph (b).

(d) Abandonment of fixtures

Further or in the alternative to the Lessor's rights and powers under paragraph (c), the Lessor may, at any time after the expiration or sooner determination of the Term, give the Lessee a notice ("**Abandonment Notice**") requiring the Lessee to remove all fixtures, fittings, plant, equipment or other articles not previously removed by the Lessee in accordance with paragraph (b) ("**Remaining Items**"). On the Lessee's receipt of an Abandonment Notice, the Lessee shall have TWO (2) days within which to remove all Remaining Items and failing removal within that TWO (2) day period, all Remaining Items still on the Premises or in the Lessor's custody shall be deemed absolutely abandoned by the Lessee and shall automatically become the absolute property of the Lessor and may be sold by the Lessor at any time and without further notice or obligation to the Lessee. The Lessor shall be entitled to keep the proceeds of any sales and those proceeds shall not be taken into account to reduce any arrears, damages or other moneys for which the Lessee may be liable. All reasonable costs incurred by the Lessor in respect of any sale shall be paid by the Lessee on demand.

Nothing shall preclude the Lessor from giving a Removal Notice and recovering the Removal Rent in accordance with paragraph (c) and later giving the Lessee an Abandonment Notice at any time pursuant to this paragraph. The Lessee's

obligation to pay the Removal Rent shall cease immediately upon the Lessee's receipt of an Abandonment Notice. Nothing however, shall release the Lessee from liability to pay any Removal Rent that is in arrears on the date that the Lessee receives an Abandonment Notice.

3.18 Not to lodge caveat or other interest against Title to Land

(a) Interpretation

In this subclause, a reference to a Certificate of Title to the Land includes a reference to a Certificate of Crown Land Title if the Land is Crown land.

(b) No absolute or subject to claim caveat

Not to lodge an absolute caveat or a subject to claim caveat over the Land or any part of the Land or against the Certificate of Title to the Land to protect the interest of the Lessee and the Lessee IRREVOCABLY APPOINTS the Lessor and every officer and employee of the Lessor for the time being authorised in that behalf by the Lessor jointly and severally, to be the true and lawful attorney for the Lessee in its name and on its behalf to execute and to lodge at the Department of Land Information a withdrawal of any absolute caveat or subject to claim caveat AND the Lessee RATIFIES AND CONFIRMS and AGREES TO RATIFY AND CONFIRM all that the attorney shall do or cause to be done under or by virtue of this subclause and shall indemnify the Lessor in respect of any loss arising from any act done under or by virtue of this subclause and the Lessee will pay the Lessor's reasonable costs (including solicitors' costs) and expenses of and incidental to the withdrawing of any caveat lodged by or on behalf of the Lessee affecting the Land or the Certificate of Title to the Land as provided by this subclause.

(c) Not to register dealings

Not to lodge or cause to be lodged any lease, sublease, mortgage, charge or other dealing against the Certificate of Title to the Land without the prior written consent of the Lessor.

3.19 Alcohol

(a) Consumption of alcohol

Not to use or allow the Premises to be used for the consumption or sale of alcohol without first obtaining the written consent of the Lessor.

(b) Liquor licence

That in relation to an application for a licence or permit under the *Liquor Licensing Act 1988* for the Premises it shall:

- (i) not make such an application without first obtaining the written consent of the Lessor and the Lessor shall determine any application for its consent in accordance with any Council policy or procedure;
- (ii) if a licence or permit is granted to it, comply with any requirements attaching to the licence or permit at its cost and where any alteration is required to the Premises subclause 3.9 shall apply;

- (iii) if the licence or permit is granted to it, provide a copy of the licence or permit (as well as a copy of any document referred to in the licence or permit) to the Lessor as soon as practicable after the date of grant; and
- (iv) if the licence or permit is granted to it, indemnify and keep indemnified the Lessor from and against any breach of the *Liquor Licensing Act 1988*, the licence or permit for which it may be liable as the owner of the Premises.

3.20 Incorporated association

Where the Lessee is an incorporated association, to maintain its incorporation under the *Associations Incorporation Act 1987*.

4. Lessor's Covenants

The Lessor covenants with the Lessee, subject to the Lessee observing and performing the Lessee's Covenants:

4.1 Quiet enjoyment

That the Lessee shall and may, except as provided in this Lease, peaceably possess and enjoy the Premises during the Term without any interruption or disturbance from the Lessor or any other person lawfully claiming by, from or under the Lessor.

4.2 Repairs and Maintenance

The Lessor agrees to comply with the obligations set out in Annexure 2, if any.

5. Mutual Agreements

The parties agree as follows:

5.1 Default by Lessee

If:

- (a) the Rent shall be unpaid for SEVEN (7) days after it is due (whether demand for payment shall have been made or not); or
- (b) the Lessee shall breach any of the Lessee's Covenants and the breach shall continue for FOURTEEN (14) days after notice has been served on the Lessee by the Lessor; or
- (c) the Lessee being a company shall enter into liquidation whether compulsory or voluntary (except for the purpose of amalgamation or reconstruction) or a receiver or manager is appointed; or
- (d) the Lessee being an incorporated association shall have its incorporation cancelled, be wound up or cease to be an association eligible to be incorporated under the *Associations Incorporation Act 1987*; or
- (e) the Lessee ceases or threatens to cease carrying on business; or

- (f) the Lessee being a natural person shall commit an act of bankruptcy,

then and in any of these cases the Lessor may at any time thereafter and without any notice or demand enter and repossess the Premises and the Term and the estate and interest of the Lessee in the Premises shall immediately determine but without prejudice to any rights of the Lessor under this Lease and at law and without releasing the Lessee from liability in respect of any of the Lessee's Covenants.

Upon re-entry by the Lessor, the Lessor shall, after the Lessee has failed to comply with a written notice to remove its property within THREE (3) days, have the absolute right to remove any property left in or about the Premises and the Lessee shall indemnify the Lessor from and against all damage to that property and any reasonable costs that may be incurred by the Lessor as a consequence including but not limited to the costs of removal and storage.

5.2 Damages for breach of essential term

The Lessor and the Lessee agree that the covenants by the Lessee contained or implied in:

- (a) subclauses 3.1 and 3.3 to pay the Rent and Outgoings respectively at the times and in the manner provided;
- (b) paragraph 3.7(a) to use the Premises only for the purpose described in that paragraph; and
- (c) subclause 3.10 not to assign, sub-let, license, mortgage, charge or otherwise part with possession of the Premises or any part of the Premises or in any way dispose of the benefit of this Lease except as provided for, are (subject to the following proviso) essential terms of this Lease and the breach, non-observance or non-performance of any one of those covenants, terms or conditions shall be deemed to be a fundamental breach of the provisions of this Lease on the part of the Lessee PROVIDED THAT the presence of this subclause in this Lease shall not mean or be construed as to meaning that there are no other essential terms in this Lease. Should the Lessor terminate the Term pursuant to subclause 5.1, following any such fundamental breach without prejudice to any other right or remedy of the Lessor contained or implied in this Lease, the Lessee covenants with the Lessor (and agrees with the Lessor that this covenant will survive the determination of the Term) that the Lessor shall be entitled to recover from the Lessee as and by way of liquidated damages for the breach the difference between:
 - (i) the aggregate of the Rent and Outgoings which would have become payable by the Lessee to the Lessor if this Lease had expired by effluxion of time calculated at the rate payable at the date of determination (less a rebate in respect of instalments of Rent and Outgoings (calculated as aforesaid) not then accrued or due to be ascertained by applying a rate of 10% per annum to each instalment over the period by which the date for payment is brought forward by this subclause) together with any costs and expenses incurred by the Lessor or which the Lessor reasonably estimates are likely to be incurred by the Lessor as a result of such breach including the cost to the Lessor of re-letting or attempting to re-let the Premises; and
 - (ii) the aggregate of the Rent and Outgoings which the Lessor by taking proper steps to re-let the Premises shall obtain or could reasonably be expected to obtain by re-letting the Premises after such determination

to the date this Lease would have expired by effluxion of time PROVIDED THAT in so doing the Lessor shall not be required or obliged to offer or accept in respect of such re-letting terms, covenants, conditions or stipulations which are the same or similar to the terms, covenants, conditions or stipulations contained or implied in this Lease.

5.3 Abatement of Rent

If the Premises or any part thereof shall during the Term be destroyed or so damaged as to render the Premises unfit for occupation or use then in any such case the Rent or a fair and just proportion according to the nature and the extent of the damage sustained shall from the date of such damage or destruction until the Premises shall be reinstated and made fit for occupation or use be suspended and cease to be payable and any dispute concerning this provision shall be determined by a single arbitrator appointed by the parties in accordance with the provisions of the *Commercial Arbitration Act 1985* PROVIDED THAT the Rent shall be paid without any abatement until the date of the award of the arbitrator or agreement between the parties (whichever is the earliest) whereupon the Lessor will refund to the Lessee any Rent overpaid by the Lessee.

5.4 Destruction of Premises

If the Premises shall during the Term be destroyed or substantially damaged so as to require rebuilding or reconstruction of the Premises either party may by notice in writing to the other terminate this Lease as from the date of the giving of such notice without prejudice to the Lessor's rights in respect of any antecedent breach of the Lessee's Covenants by the Lessee.

5.5 Lessor may remedy Lessee's default

If the Lessee omits or neglects to pay any money or to do or effect anything which the Lessee has agreed to pay, do or effect, then on each and every occasion the Lessor shall be entitled without prejudice to any rights or powers the Lessor may have, to pay the money or to do or effect the thing by itself as if it were the Lessee and for that purpose the Lessor may enter upon and remain on the Premises for the purpose of doing or effecting any such thing and any moneys expended by the Lessor shall be repayable by the Lessee to the Lessor upon demand.

5.6 Lessor not liable to third parties

The Lessor shall not be responsible for any loss, damage or injury to any person or property of the Lessee or any other person in or about the Premises unless the same shall arise from the negligence of the Lessor.

5.7 Notices

Any notice required to be served under this Lease shall be sufficiently served on:

- (a) the Lessee if:
 - (i) left addressed to the Lessee at the Premises; or
 - (ii) forwarded to the Lessee by post to the Premises or to the address of the Lessee mentioned in this Lease; and

- (b) the Lessor if addressed to the Lessor and left at or sent by post to the Lessor's address mentioned in this Lease or such other address as may be notified to the Lessee from time to time,

and any notice sent by post shall be deemed to be given at the time when it ought to have been delivered in due course of post unless the contrary is shown.

5.8 Holding over

If the Lessee remains in possession of the Premises after the expiration of the Term then the Lessee shall be a monthly tenant of the Lessor at a rent equivalent to the Rent payable by the Lessee at the expiration of the Term and otherwise on the same terms and conditions of this Lease. Any holding over may be determined by either party giving one month's written notice to the other party of its intention to determine the holding over at the expiration of the period of notice or such other date as may be stated in the written notice.

5.9 Waiver

No waiver by the Lessor of any of the Lessee's Covenants shall operate as a waiver of another breach of the Lessee's Covenants.

5.10 Severance

In the event of any part of this Lease being or becoming void or unenforceable whether due to the provisions of any Act or otherwise then that part shall be severed from this Lease to the intent that all parts that shall not be or become void or unenforceable shall remain in full force and effect and be unaffected by any severance.

5.11 Act by agent

All acts and things which the Lessor or the Lessee is required or empowered to do under this Lease may be done by the Lessor or the Lessee (as the case may be) or the solicitor, agent, contractor or employee of the Lessor or the Lessee (as the case may be) as authorised by the Lessor or Lessee (as the case may be).

5.12 Exercise of powers

The Lessor may exercise the Lessor's Powers without any proof of default by the Lessee or the continuance of that default or any notice being required (other than as provided in this Lease) and notwithstanding any laches, neglect or previous waiver by the Lessor in respect of any of the Lessee's Covenants or the exercise of any of the Lessor's Powers.

5.13 Non-merger

The terms or conditions of this Lease or any act, matter or thing done under or by virtue of or in connection with this Lease or any other agreement between the parties to this Lease shall not operate as a merger of any of the rights and remedies of the parties in or under this Lease or in or under any such other agreement all of which shall continue in full force and effect.

5.14 Proper law

This Lease shall be governed by the law of Western Australia.

5.15 Effect of execution

This Lease shall be binding upon each person or party who has executed it notwithstanding:

- (a) the failure of any other person named as a party to execute it;
- (b) the avoidance or unenforceability of any part of this Lease; or
- (c) the avoidance or unenforceability of this Lease or any part of this Lease against any signatory or intended signatory.

6. Dispute Resolution

6.1 Notice of Dispute

In the event of a dispute between the Lessor and the Lessee concerning this Lease in any way, or concerning the rights and liabilities of the Lessor or the Lessee, the affected party may give the other a written notice setting out the material particulars of the Dispute.

6.2 Appointment of representative

Each party shall appoint a senior officer, or other person, with authority to negotiate and reach settlement, and the parties' representatives shall personally meet in Brookton within TEN (10) business days of the date of the receipt of the notice calling for such a meeting.

6.3 Best endeavours to resolve Dispute

The parties' representatives in good faith, and using their best endeavours at all times, shall attempt to resolve the Dispute.

7. Arbitration

7.1 Notice to arbitrate

Provided that a party has not given a notice under subclause 0, or if it has that the Dispute has not been resolved under subclause 6.3, then:

- (a) any party to that dispute shall give notice in writing to the other party; and
- (b) at the expiration of SEVEN (7) days, unless the matter is settled in the interim, the Dispute shall be submitted to the arbitration of a single arbitrator who shall be a person appointed by the President of the Institute of Arbitrators (Western Australian Division).

7.2 Final decision

The arbitrator's award shall be final and binding on the parties.

7.3 No entitlement to commence an action

No party is entitled to commence or maintain an action upon a Dispute until the matter in dispute has been referred to and determined by the arbitrator, and then only for the amount or relief to which the arbitrator, by her or his award, finds that party is entitled.

7.4 Costs of arbitration

The costs of the submission, reference or award are in the discretion of the arbitrator.

8. Renewal of Term

8.1 Notice of renewal

If the Lessee wishes to renew the Term and gives the Lessor written notice not earlier than SIX (6) calendar months but not later than THREE (3) calendar months prior to the expiration of the Term and if at the time of giving such notice there is no outstanding breach or non-observance of any of the Lessee's Covenants and if in the meantime the Lessor's right of re-entry has not otherwise arisen, then the Lessor will at the cost of the Lessee grant to the Lessee a renewal of the Term for the further period specified in Item 7 of Schedule 1 and otherwise on the same terms and conditions as are contained or implied in this Lease other than this right of renewal subject always to the provisions of this subclause.

8.2 Execution of deed of extension of Lease

Upon the valid exercise of the option to extend this Lease, the Lessee shall, prior to the expiration of the then current Term, execute a deed recording the extension of this Lease. The deed shall be prepared by the Lessor's solicitors in a form approved by the Lessor at the reasonable expense of the Lessee in all respects including payment of all stamp duty and the Lessor's solicitors' reasonable costs and disbursements.

9. Amendments to Lease

This Lease may only be amended by the agreement of the Parties in writing.

10. Whole of Agreement

The Lessee acknowledges and declares that in entering into this Lease the Lessee has not relied on any promise, representation, warranty or undertaking given by or on behalf of the Lessor in respect to the suitability of the Premises or the finish, facilities, amenities or services on the Premises and that the covenants and provisions contained in this Lease as amended from time to time by the Parties in writing expressly or by statutory implication cover and comprise the whole of the agreement between the parties and it is expressly agreed and declared that no further or other covenants or provisions whether in respect of the Premises or otherwise shall be deemed to be implied or to arise between the parties by way of collateral or other agreement.

11. Moratorium Negatived

The application to this Lease of any moratorium or other Act whether State or Federal having the effect of extending the Term, reducing or postponing the payment of the Rent hereby reserved or any part of the Rent, or otherwise affecting the operation of the covenants, conditions and stipulations on the part of the Lessee to be performed or observed, or providing for compensation, rights or privileges at the expense of the Lessor in favour of the Lessee or any other person, is hereby expressly excluded and negatived.

12. Goods and Services Tax

12.1 Definitions

In this Lease:

"Basic Consideration" means all consideration (whether in money or otherwise) to be paid or provided by the Lessee for any supply or use of the Premises and any goods, services or other things provided by the Lessor under this Lease (other than tax payable pursuant to this clause);

"GST" has the meaning that it bears in the GST Act;

"GST Act" means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and any legislation substituted for, replacing or amending that Act;

"GST Adjustment Rate" means the amount of any increase in the rate of tax imposed by the GST Law;

"GST Law" has the meaning that it bears in section 195-1 of the GST Act;

"GST Rate" means 10%, or such other figure equal to the rate of tax imposed by the GST Law;

"Input Tax Credit" has the meaning that it bears in section 195-1 of the GST Act;

"Tax Invoice" has the meaning which it bears in section 195-1 of the GST Act;

"Taxable Supply" has the meaning which it bears in section 195-1 of the GST Act.

12.2 Lessee must pay

(a) GST

If GST is payable on the Basic Consideration or any part thereof or if the Lessor is liable to pay GST in connection with the lease of the Premises or any goods, services or other Taxable Supply supplied under this Lease then, as from the date of any such introduction or application

- (i) the Lessor may increase the Basic Consideration or the relevant part thereof by an amount which is equal to the GST Rate; and
- (ii) the Lessee shall pay the increased Basic Consideration on the due date for payment by the Lessee of the Basic Consideration.

- (b) Increase in GST
If, at any time, the GST Rate is increased, the Lessor may, in addition to the GST Rate, increase the Basic Consideration by the GST Adjustment Rate and such amount shall be payable in accordance with paragraph 12.2(a)(ii).

12.3 GST invoice

Where the Basic Consideration is to be increased to account for GST pursuant to subclause 12.2, the Lessor shall in the month in which the Basic Consideration is to be paid, issue a Tax Invoice which enables the Lessee to submit a claim for a credit or refund of GST.

13. Western Australian Planning Commission Consent

If for any reason this Lease requires by law the consent of the Western Australian Planning Commission then this Lease is made expressly subject to and is conditional upon the granting of the consent of the Western Australian Planning Commission.

14. Special Terms

The special terms covenants and conditions (if any) set out in Item 12 of Schedule 1 shall be deemed to be incorporated in this Lease as if fully set out herein and in the event of there arising any inconsistency with the terms, covenants and conditions contained in this Lease then the terms, covenants and conditions set out in Item 12 of Schedule 1 shall prevail.

15. Termination

Either party may terminate this lease by giving at least three (3) calendar months' notice to the other party.

Schedule 1

1. The Lessee
Brookton Mens Shed Incorporated
2. The Encumbrances
Nil
3. The Land
Reserve 43158 - Vested in the Shire of Brookton for the purposes of *Recreation, Tourism, Health, Civic and Community purposes*.
4. The Premises
The buildings known as the former Tennis Building and courts, situated at Lot 510 White Street on part of the Land as is more particularly delineated for the purpose of identification only on the plan annexed to this Lease and marked "Annexure 1" and includes all carpets and floor coverings, curtains and blinds and other fixtures and fittings belonging to the Lessor therein and all additional or modifications and replacements for the time being.
5. Date of Commencement
1st June 2025
6. Term
5 Years
7. Term of renewal
5 Years
8. Rent
The Rent is set at \$900.00 (GST Inclusive) per annum, payable on demand annually on the Date of Commencement and each anniversary of the Date of Commencement
9. Permitted use of Premises
The premises are to be used for the purpose of Brookton Mens Shed Incorporated. members and activities and other community and/or recreation activities with the approval of the Lessor.
10. Public liability insurance
TEN MILLION DOLLARS (\$10,000,000)
11. Excess payable
The Lessee will be liable for any excess resulting from an insurance claim in relation to contents or public liability. The Lessor will be liable for any excess resulting from an insurance claim in relation to the building or property.
12. Special terms
Nil.
13. Trust
Not applicable

Schedule 2 - Fixtures and Fittings

Listed below are items supplied and installed by the Lessee:

Item	No
------	----

Executed by the parties as a deed

The Common Seal of Shire of Brookton)
was affixed in the presence of:)
)
)

Signature of President

Signature of Chief Executive Officer

Name of President in full

Name of Chief Executive Officer in full

The Common Seal of Brookton Mens)
Shed Incorporated was affixed in)
accordance with its Constitution in the)
presence of:)
)

Signature of authorised sealing
officer/Secretary

Signature of authorised sealing
officer/President

Name of authorised sealing
officer/Secretary

Name of authorised sealing
officer/President

Annexure 1 - Plan of Premises



Annexure 2 – Maintenance Requirements

There are no specific maintenance obligations pertinent to this lease other than the obligations set out in subclause 3.6.

15.06.25.04 REVIEW OF THE SHIRE OF BROOKTON POLICY MANUAL

File No:	GOV031A
Date of Meeting:	19 June 2025
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 adoption of a revised Shire of Brookton Policy Manual.

Description of Proposal:

Council's previous 265 page Policy Manual has not been updated for some time and it has been considered that whole of manual review was required to ensure that Council's policies remain current and in keeping with current management practices, statutory requirements and Council's position.

The current Policy Manual is included under separate cover as Attachment 15.06.25.04A. This attachment identifies the amendments including:

- Additions to policies included in red type. These amendments may just be small amendments to individual policies or additions of new policies;
- Deletions are included in a strikethrough font. Again this may just be minor amendments to individual policies or deletions of new policies; and
- Current policies that have been identified for removal from the Council Policy manual and included in a separate *Operational Guidelines* document are coloured entirely in green. These current policies relate to operational matters where Council direction is not appropriate, because the matter relates to operational procedures or employment that are largely set by the CEO. These *Operational Guideline* will be required to be complied with by staff as part of their employment conditions in the same manner as a Council Policy.

It is anticipated that as new operational matters arise or are amended, the *Operational Guidelines* document will be amended and adjusted. This is likely to occur more often than changes to Council's Policy Manual.

The *Operational Guidelines* document will be available to Councillors but not to wider public. Amendments to the *Operational Guideline* document will be provided to Council after the change.

Current Council policies that are proposed to be included in an *Operational Guideline* document include:

- 1.9 Brookton All Hours Gym – Conditions Of Use Policy
- 2.3 Visitor Management

- 2.4 Volunteer Management
- 2.5 Fit For Work
- 2.17 Salary Sacrificing
- 2.25 Hall Hire
- 2.29 Working From Home
- 2.30 Light Vehicle
- 2.31 Employee Leave
- 2.34 Information Communications Technology – Security And Use
- 2.37 Library Services
- 2.38 Employee Training
- 2.41 Integrated Planning And Reporting (IPR) and Annual Budget Preparation
- 2.42 Internal Audit Charter
- 2.45 Recovery Of Rates And Service Charges Policy
- 2.46 Works Department Uniform
- 2.47 Administration Staff Uniform
- 2.48 Shire of Brookton Staff Uniform – Shire Branded Polo Shirt
- 2.49 Employee Allowances
- 2.50 Superannuation Contributions
- 2.52 Employee Wellbeing Policy
- 2.53 Disposal Of Information And Communication Technology (ICT) Equipment
- 2.54 Personally Owned Devices
- 2.55 Employee Housing
- 4.12 Road Safety Audits

- Significant changes to policies include:
 - Policy 1.17 STANDING ORDERS AND MEETING PROTOCOL LOCAL GOVERNMENT (Council Meetings) has been removed with the anticipated imposition of new standardised Regulations to cover the management of all Meeting of local governments. The policy no longer has application;
 - Policy 1.20 LEGAL ADVICE PROCEEDINGS AND PROSECUTIONS is an operational matter. Staff will pursue proceedings and prosecutions as dictated under the relevant legislation. The policy no longer has application;
 - Policy 2.9 ACCESS TO ADMINISTRATION RECORDS is covered by the FOI Act and Council's Record Keeping Plan. The policy no longer has application;
 - Policy 2.11 KOORRNONG RESIDENTIAL ESTATE has been removed because this land has been sold and the policy no longer has application.
 - Policy 2.27 RECORDS INFORMATION MANAGEMENT is covered by Council's adopted Records Keeping Plan and the State Records Act. The policy no longer has application;
 - Policy 2.24 FEES AND CHARGES FOR COMMUNITY FACILITIES & ACTIVE RESERVES – This policy has been removed with Council setting Fees and Charges separately each year.

- Policy 4.3 SLASHER AND ROTARY MOWER BAN has been removed. Council include the requirements of this policy in their annual Fire Break Notice recommended by BFAC. The policy no longer has application.
- Policy 4.5 EXPENDITURE LIMIT – BUSH FIRE CONTROL OFFICERS has been removed because the authority to purchase cannot be transferred to a non-employee. Recent experiences have staff being able to authorise the wide range of transactions required to support bush fire control operations.
- Policy 4.10 ROAD MAINTENANCE CONTRIBUTION – this policy restates the ability of Council under the Road Traffic (Administration) Act 2008 Part 7, s.132 & s.136 to recover expenses of damage caused by regular heavy traffic arising from a single source over a defined route. The policy does not have a current application.
- Policy 2.16 SIGNIFICANT ACCOUNTING POLICIES is significantly amended. The requirements of Council’s accounting policies is dictated by accounting standards and the Dept of Local Government outside of the control of Council. These change regularly and will be adopted as part of the Annual Budget at the commencement of each financial year.

The policy 2.35 PROCUREMENT has been amended to:

- Remove the restatement of legislative requirements. An example is the policy does not need to state that a purchase of value greater than \$250,000 must be completed by a Tender process. The Local Government legislation and regulation dictates this;
- Remove references to purchasing panels. It is highly unlikely that Council will establish such a panel; and
- It is likely that aspects of the Procurement Policy will be amended in time to have some requirements included in *Operational Guideline* rather than the Council Policy.

Development Policies included in Section 3, will be reviewed separately. These policies can be prepared under the specific requirements of the Planning legislation and carry weight under the Planning Legislation.

The draft policy manual, after all the above amendments have been made and the individual policies renumbered, is included under separate cover as Attachment 15.06.25.04B.

Background:

Policies set guiding direction for Council staff to manage the operations of the Shire on a daily basis without the need to present matters to Council for consideration.

Consultation:

Council has not had direct consultation over this review of the Policy Manual, however the existing Council policies have had public consultation at the time of their original adoption.

Statutory Environment:

Local Government Act 1995

2.7. Role of council

- (1) The council —
 - (a) governs the local government’s affairs; and
 - (b) is responsible for the performance of the local government’s functions.
- (2) Without limiting subsection (1), the council is to —

- (a) oversee the allocation of the local government's finances and resources; and
- (b) determine the local government's policies.

Relevant Plans and Policy:

The review updates the Shire of Brookton Policy Manual, with Council reviewing policies for future applications.

Financial Implications:

There are no direct financial implications in regard to this matter.

Risk Assessment:

Under the Shire of Brookton's Risk Framework, the consequence rating of the Compliance, Service Delivery and Reputation risks associated with the review of the Shire of Brookton Policy Manual is assessed as Minor. The likelihood of these consequences is assessed as Unlikely.

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:

There are no new community or strategic issues being addressed.

Comment: Nil

OFFICER'S RECOMMENDATION

That Council adopt the draft Shire of Brookton Policy Manual as included at Attachment 15.06.25.04B provided under separate cover.

(Simple majority vote required)

Attachments

Attachment under separate cover - 15.06.25.04A – Shire of Brookton Policy Manual with amendments.

Attachment under separate cover - 15.06.25.04B – Draft Shire of Brookton Policy Manual.

16.06.25	ELECTED MEMBERS MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN
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Nil.

17.06.25	NEW BUSINESS OF AN URGENT NATURE INTRODUCED BY DECISION OF MEETING
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Nil at this time.

18.06.25	CONFIDENTIAL REPORTS
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Nil at this time.

19.06.25	NEXT MEETING & CLOSURE
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The next Ordinary meeting of the Council will be held on 17th 2025 commencing at 6.00 pm.