Shire of Brookton

MINUTES

Ordinary Meeting of Council

Held **Thursday 20 August 2026 at 6:00pm**
Shire of Brookton Council Chambers
14 White Street, Brookton

These minutes were confirmed at the Ordinary Council Meeting held on ...24. / ...9... / ...26

Presiding Member: ..... **Date:** 24/9/26

Disclaimer
Please read the following important disclaimer before proceeding:

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

Shire of Brookton

Living Values

Collaborate

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

I will

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

Learn

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

I will

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

Integrity

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

I will

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

Resilient

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

I will

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

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1.08.26 DECLARATION OF OPENING/ANNOUNCEMENT OF VISITORS

The Deputy President, Cr McCabe, declared the Meeting open at 6:02pm.

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.

2.08.26 RECORD OF ATTENDANCE/APOLOGIES/APPROVED LEAVE OF ABSENCE

Elected Members (Voting)

Cr L McCabe	Deputy President	Presiding Member
Cr C Andretta		
Cr BJ Copping		
Cr G Crouch		
Cr KA Toop		
Cr RJ Wallis	President	via teams

Staff (Non-Voting)

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

Apologies

Cr PL Harben

Leave of Absence

Nil

Members of the Public

Ms Ellen Walker

Ms Kay Clarke

Deputy President Cr McCabe advised that, as per Sections 5.6(2) and 5.34(b) of the Local Government Act (1995), Cr Wallis has formally indicated that he is unwilling to act as Presiding Member for this Council Meeting and as Deputy President he will assume the role of Presiding Member for this Meeting.

<u>Attending Electronically</u>

As the Deputy President of the Shire of Brookton, acting under Section 5.34(b) of the Local Government Act (1995), Cr McCabe has formally approved Cr Wallis's request to attend the August 2026 Ordinary Council Meeting by electronic means, conditional upon Cr Wallis:

1. **being located in his caravan at 91 Walcott Street, Broome, Western Australia. Cr Wallis has confirmed that this location from which he will be attending the meeting is secure and private and should the Council meeting need to consider a confidential matter, this location is secure and no one else will be present for the duration of the meeting; and**
2. **attending the Council meeting via Microsoft Teams, using a Shire of Brookton email address on a Council approved device.**

3.08.26 USE OF COMMON SEAL

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

Use of Common Seal Register		
File Ref:	**Purpose**	**Date Granted**
EMP423	Chief Executive Officer Employment Contract	6/08/2026
COM007	Brookton Bandicoot Girl Guides Lease	6/08/2026

4.08.26 DELEGATED AUTHORITY – ACTIONS PERFORMED

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

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

BUILDING			
Permit No.	**Lot & Street**	**Type of Building Work**	**Date Granted**
Nil			

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				

5.08.26 RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE

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

Nil.

6.08.26 PUBLIC QUESTION TIME

Nil.

7.08.26 APPLICATIONS FOR LEAVE OF ABSENCE

Nil.

8.08.26 PETITIONS/DEPUTATIONS/PRESENTATIONS

Nil.

9.08.26 CONFIRMATION OF MINUTES OF PREVIOUS MEETINGS

9.08.26.01 ORDINARY MEETING OF COUNCIL – 16 JULY 2026

OCM 08.26-01
COUNCIL RESOLUTION
Moved Cr Copping Seconded Cr Andretta

That the Minutes of the Ordinary Meeting of Council held in the Shire of Brookton Council Chambers, on 16th July 2026, be confirmed as a true and correct record of the proceedings.

CARRIED BY SIMPLE MAJORITY VOTE 6/0

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

10.08.26 ANNOUNCEMENTS BY THE PRESIDING MEMBER WITHOUT DISCUSSION

Nil.

11.08.26 DISCLOSURE OF INTERESTS

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

Item No.	Members	Type of Interest	Nature of Interest
12.08.26.01	Mr Gary Sherry	Impartiality	Committee Meeting of Brookton Pingelly Football Club
13.08.26.01	Ms Sandie Spencer	Impartiality	I am the neighbour of Contract Aquatics owner Clinton Cheney

12.08.26 TECHNICAL & DEVELOPMENT SERVICES REPORTS

Mr Sherry declared an Impartiality Interest in 12.08.26.01 in that he is a committee member of the Brookton Pingelly Football Club and left the meeting at 6:06pm.

12.08.26.01 REDUCTION OF 2026 COMMUNITY CONTRIBUTION – BROOKTON WOMEN'S HOCKEY CLUB

File No:	COM018
Date of Meeting:	12 August 2026
Location/Address:	Shire of Brookton
Name of Applicant:	Shire of Brookton
Name of Owner:	Shire of Brookton
Author/s:	Gary Sherry – Chief Executive Officer
Authorising Officer:	Gary Sherry – Chief Executive Officer
Declaration of Interest:	Mr Sherry has an Impartiality Interest in that he is a member of the Management Committee of the Brookton Pingelly Football Club who have also been impacted by the failure of the Brookton Oval lights.
Voting Requirements:	Simple Majority
Previous Report:	N/A

Summary of Report:
Council is to consider a $200 reduction to the 2026 Community Contribution payable by the Brookton Women's Hockey Club. The reduction has been requested to recognise the Club's reduced access to the Brookton Oval during the 2026 hockey season as a result of the continuing failure of the eastern oval lighting.

Description of Proposal:
The Brookton Women's Hockey Club currently pays an annual Community Contribution of $850 to the Shire of Brookton.

The annual contribution provides the Club with access to:
1. the Brookton Oval for home game fixtures;
2. the change rooms for training nights and home game fixtures;
3. the WB Eva facilities for home game fixtures; and
4. three additional function hires, including season wind-ups and meetings.

The Club anticipates approximately 54 uses of the oval facilities during the season, representing an approximate cost of $15 per use under the annual contribution arrangement.

The Club advise that the eastern section of the oval lighting has not been operational for them since 25 June 2026. While the Club has continued to use the oval, the failure of the lighting has restricted its ability to utilise the full oval for training and has limited the types of drills and activities that can be undertaken.

The Club estimates that approximately 14 training sessions will be affected by the lighting failure before the end of the current season. The Club has therefore requested a reduction of approximately $200 from its annual contribution.

The requested reduction represents approximately 24% of the annual contribution and recognises that the Club has continued to receive access to the oval and associated facilities but has not received the full level of access reasonably anticipated when the annual contribution was established.

Options

Option 1 – Approve the $200 reduction

Council may approve a $200 reduction, resulting in a 2026 Community Contribution of $650. This option recognises the reduced service provided to the Club while maintaining the existing annual contribution arrangement.

Option 2 – Decline the reduction

Council may decline the request and require the Club to pay the full $850 contribution. While the Club has continued to use the oval, this option does not recognise the extended period during which the eastern lighting has been unavailable and the consequent restriction on the Club's use of the facility.

Option 3 – Provide an alternative reduction

Council could determine an alternative reduction. This would provide Council with flexibility but would require Council to determine an appropriate amount without a clear basis beyond the $200 requested by the Club.

The Officer considers Option 1 to be the most appropriate option.

Background:

The eastern oval lights have experienced reliability issues for some time. The original wiring and the often wet conditions at the oval contributed to regular outages. Staff had hoped that the works undertaken in 2024 to replace the oval lighting, would resolve the reliability issues.

However, on 17 June 2025, the lighting failed catastrophically during the Brookton Pingelly Football Club's training session. The electrical fault shorted the lighting circuit, bypassed both the Shire's electrical boards and caused fuses on the power pole on Brookton Highway to blow.

Following investigation, the Shire was advised that the wiring between the oval tank switchboard and the lights should be replaced with new, more waterproof cabling.

The replacement of this wiring has been included in the Shire's 2026/27 Budget.

The current failure has affected the Brookton Women's Hockey Club during its 2026 season. The Club has advised that, when fully operational, the upgraded oval lighting provides excellent training facilities. However, when sections of the lighting are not operating, the Club is unable to use the oval at full capacity.

The Club has continued to use the oval despite the lighting limitations but considers that the reduced functionality of the facility warrants a partial reduction in its annual contribution.

Consultation:

Consultation has occurred with the Brookton Women's Hockey Club, which has formally requested a $200 reduction in its 2026 Community Contribution.

The Club has acknowledged the Shire's efforts to upgrade the oval lighting and has indicated that the request is specifically related to the period during which the eastern lighting has been unavailable.

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

Relevant Plans and Policy:
Council delegation 1.2.23 Defer, Grant Discounts, Waive or Write Off Debts.
This delegation permits the Chief Executive Officer to write off or reduce debts in accordance with the Shire of Brookton's Hardship Policy or where the costs of collection outweigh the value of the debt. The requested reduction does not fall within the CEO's delegated authority and therefore requires a determination by Council.

Financial Implications:
The reduction in charges can be accommodated in the Shire of Brookton's budget.

Risk Assessment:
The primary risk associated with the matter is the reputational and service risk arising from the failure to provide the oval facility at the level reasonably expected under the annual contribution arrangement.

The consequence is assessed as Minor and the likelihood as Likely, resulting in a MEDIUM risk rating under the Shire of Brookton Risk Framework.

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

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

Community & Strategic Objectives:
The proposal is consistent with the Shire of Brookton Strategic Community Plan 2022–2032 and Corporate Business Plan 2022–2026, particularly the objective of maintaining community facilities in operational order and supporting community participation in local sporting activities.

Maintaining accessible and functional sporting facilities contributes to community wellbeing and supports the continued participation of local residents in organised sport.

Comment:
The Officer considers that a $200 reduction is a reasonable and proportionate response to the reduced functionality of the Brookton Oval during the 2026 hockey season.

The Club has continued to use the facility despite the lighting failure and has not sought a refund based on every affected training session. Rather, it has requested a modest reduction to recognise the period during which it has been unable to access the full oval facilities for training.

The requested $200 reduction represents approximately 24% of the annual contribution and is considered reasonable given that approximately 14 training sessions have been affected. The Club will continue to receive access to the oval, change rooms, WB Eva facilities and its three additional function hires.

Council should, however, be aware that other sporting clubs or community groups using the Brookton Oval are similarly affected by the failure of the eastern oval lighting and may subsequently make requests for a reduction in their Community Contribution.

Any future requests should be considered on their individual circumstances, having regard to the extent and duration of the impact on the organisation's access to the facilities and the services provided under the relevant Community Contribution arrangement. Approval of the current request should not be taken to establish an automatic entitlement to a reduction for other users.

Nevertheless, Council should seek to maintain a consistent and equitable approach when considering any similar requests.

The proposed replacement of the lighting cabling in the 2026/27 financial year is also important in reducing the likelihood of ongoing disruptions to the use of the oval and subsequent requests for fee reductions

Approving the reduction also demonstrates that the Shire recognises the impact of facility failures on community sporting organisations while maintaining a reasonable and consistent approach to its community facility charges.

OFFICER'S RECOMMENDATION

That Council:

1. Approve a $200 reduction in the 2026 Community Contribution payable by the Brookton Women's Hockey Club, reducing the contribution from $850 to $650; and

2. Note that the replacement of the wiring serving the eastern oval lights has been included in the Shire's 2026/27 Budget.

(Simple majority vote required)

The Executive Governance Officer, Ms Sandie Spencer , advised that the Shire of Brookton has now received a similar request from the Brookton Pingelly Football Club to seek a refund of a $500 portion of their $1,606 Community Contribution. The Club's request included:

> **The Brookton Pingelly Football Club uses the Brookton Oval facilities and oval lights for two nights each fortnight during the football season.**
>
> **Since 17 June 2026, only half of the oval lights have been operating. While the Club appreciates the Shire's recent investment in the much improved lighting facilities, the reduced lighting has limited the area of the oval that can be used safely and effectively for the Club's evening trainings and has restricted the drills and activities the Club's players can undertake.**
>
> **Based on the Club's use of the facilities from 1 March to 31 August 2026, and with approximately 11 training sessions impacted from 17 June through to the end of the season, the loss of half the lighting represents a significant reduction in the useability of the oval. The Club's annual fee for 2026 is $1,606 and, having regard to the period and extent of the disruption, the Club requests a refund of $500 of the annual charge.**

OCM 08.26-02
COUNCIL RESOLUTION
Moved Cr Crouch Seconded Cr Andretta

That Council:

1. ***Approve a $200 reduction in the 2026 Community Contribution payable by the Brookton Women's Hockey Club, reducing the contribution from $850 to $650;***

2. ***Approve a $500 refund of the 2026 Community Contribution payable by the Brookton Pingelly Football Club, reducing the contribution from $1,606 to $1,106; and***

3. ***Note that the replacement of the wiring serving the eastern oval lights has been included in the Shire's 2026/27 Budget.***

CARRIED BY SIMPLE MAJORITY VOTE 6/0

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

Mr Sherry returned to the meeting at 6:11pm.

Ms Walker left the Meeting at 6:11pm.

12.08.26.02 BROOKTON REFUSE SITE OPERATIONAL HOURS

File No:	WAS003
Date of Meeting:	20 August 2026
Location/Address:	Not applicable
Name of Applicant:	Not applicable
Name of Owner:	Not applicable
Author/s:	Kevin D'Alton – Acting Manager Infrastructure & Works
Authorising Officer:	Gary Sherry – Chief Executive Officer
Declaration of Interest:	Nil
Voting Requirements:	Simple Majority
Previous Report:	Nil

Summary of Report:
Council is to consider revised operating hours for the Brookton Refuse Site. The proposed operating hours have been developed following a four-week traffic survey of the facility and are intended to better align public access with demonstrated community usage while reducing the staffing resources required to operate the site. It is proposed that the revised operating hours be introduced on a trial basis and subsequently reviewed having regard to community usage, operational requirements, community feedback and actual operating costs.

Description of Proposal:
The Shire-managed operation of the Brookton Refuse Site has resulted in a different cost structure from the previous contractor-operated model. Contract labour and contract plant have largely been replaced by Shire employee wages, associated overheads and Shire plant costs.

The 2026/27 draft operating budget for the Refuse Site is $175,910, compared with actual expenditure of $125,842 in 2025/26. The comparison should be treated with caution as the 2025/26 expenditure represents approximately ten months of contractor operation and only two months of Shire-managed operation.

Staffing represents the principal operating cost under the Shire-managed model. Wages of $73,585 and associated overheads of $72,941 provide a combined staffing-related allocation of approximately $146,526, representing approximately 83% of the draft operating budget. Given the significant proportion of operating costs attributable to staffing, the number of hours for which the facility is staffed has a material influence on the ongoing cost of the service

Traffic Survey
A survey of vehicle movements was undertaken from 24 June 2026 to 23 July 2026 to establish when the facility is most heavily used.

A total of 984 vehicle movements were recorded during the four-week survey period, equivalent to approximately 246 movements per week or 35 movements per day across the seven-day week.

The survey identified significant differences in usage between days of the week:

Day	Average movements per day	Share of average week
Monday	69.2	28%
Tuesday	27.8	11%
Wednesday	11.5	5%
Thursday	8	3%
Friday	10.5	4%
Saturday	56.8	23%
Sunday	62.2	25%
Average Week	246.0	100%

Monday, Saturday and Sunday collectively account for approximately 76.6% of weekly vehicle movements. Wednesday to Friday collectively account for approximately 12.3% of weekly movements.

Tuesday has a higher level of use than Wednesday to Friday but remains substantially quieter than Monday and the weekend.

The survey also demonstrates that use is concentrated during the middle of the day. Approximately 71.5% of vehicle movements occurred between 9:00 am and 3:00 pm, 80.7% between 9:00 am and 4:00 pm and 95.4% between 8:00 am and 5:00 pm. Traffic before 8:00 am and after 5:00 pm was comparatively minor.

Proposed Operating Hours
The current public opening hours provide approximately 33 staffed public-access hours per week.

It is proposed that public operating hours be amended as follows:

Day	Proposed Public Operating Hours
Monday	9:00 am – 3:30 pm
Tuesday	Closed – operational access only
Wednesday	Closed – operational access only
Thursday	Closed – operational access only
Friday	Closed – operational access only
Saturday	9:00 am – 4:00 pm
Sunday	10:00 am – 3:00 pm

The proposed arrangement provides approximately 18.5 public opening hours per week, representing a reduction of approximately 14.5 public opening hours, or 44%.

Tuesday would be closed to the public; however, this does not remove the requirement for Shire operational attendance. Staff will continue to attend the site between approximately 10:00 am and 2:00 pm, as required, to push up and cover refuse deposited through the Tuesday townsite collection service.

When this operational attendance is included, total employee attendance is estimated at approximately 22.5 hours per week, compared with approximately 33 hours under the

current arrangement. This represents an indicative reduction of approximately 10.5 staffed hours per week, or 31.8%.

The proposed hours retain public access on the three highest-use days—Monday, Saturday and Sunday—and substantially align public access with the period when the majority of vehicle movements occur.

Advantages
The proposed arrangement would:

- retain public access during the periods of highest demonstrated demand;
- retain access on Monday, Saturday and Sunday, which account for approximately 76.6% of weekly vehicle movements;
- substantially align opening hours with the period of greatest daily usage;
- reduce staffing requirements during lower-use periods;
- provide an opportunity to reduce or redirect employee resources to other Shire activities;
- maintain Tuesday operational attendance to ensure townsite refuse can continue to be managed; and
- provide an opportunity to test the revised operating model before Council determines whether the hours should become permanent.

Disadvantages and Risks
The proposed arrangement would reduce access for residents who currently use the facility outside the proposed hours.

In particular, Tuesday public access would cease, notwithstanding that Tuesday accounts for approximately 11.3% of weekly vehicle movements. There may also be community members who currently rely on access during Wednesday to Friday.

The traffic survey was undertaken over a single four-week period and may not fully reflect seasonal variations, holiday periods or other fluctuations in community demand.

For these reasons, it is considered appropriate that the revised hours be introduced as a trial rather than as a permanent arrangement.

Background:
Council has previously considered the method of operation and annual operating cost of the Brookton Refuse Site, including the transition from a contractor-operated service to a Shire-managed service.

Under the previous operating model, a significant proportion of expenditure was associated with contract labour and contract plant. Under the Shire-managed model, these costs have largely been replaced by employee wages, associated overheads and Shire plant charges.

The 2025/26 actual expenditure includes approximately ten months of contractor operations and two months of Shire operations. It therefore does not provide a direct comparison with a full year of Shire-managed operation.

The 2026/27 draft budget represents the first indicative full-year allocation under the Shire-managed model.

Operating Cost	2025/26 Actual	2026/27 Draft Budget
Wages	$14,746	$73,585
Overheads	$14,914	$72,941
Contracts & Materials	$872	$3,500
Insurance	$265	$254
Contract Plant	$15,300	$0
Contract Labour	$77,760	$0
Plant Costs	$1,985	$25,630
Total	**$125,842**	**$175,910**

The draft 2026/27 operating budget is $50,068 higher than recorded 2025/26 expenditure. However, this comparison should be treated with caution because the two financial years reflect materially different operating models.

The estimated plant component of the 2026/27 budget is also subject to further refinement as the ongoing operational requirements of the Shire-managed facility become established. The comparison excludes capital expenditure and site improvements.

The traffic survey was undertaken to provide Council with objective information regarding community usage and to assist in determining whether the current level of public access is appropriately aligned with demand.

Consultation:
The matter has been considered in consultation with the Chief Executive Officer, Manager Corporate & Community and Acting Manager Infrastructure & Works.

No formal community consultation has been undertaken at this stage. If Council approves the proposed trial, community feedback can be sought and considered as part of the subsequent review of the operating hours.

Statutory Environment: Nil

Relevant Plans and Policy:
Corporate Business Plan;
Plant Replacement Program;
Procurement Policy.

Financial Implications:
The 2026/27 draft operating budget provides $73,585 for wages and $72,941 for associated overheads, giving a combined staffing-related allocation of approximately $146,526.

The proposed reduction in employee attendance from approximately 33 hours to 22.5 hours per week represents an indicative reduction of 31.8% in staffed hours.

If staffing costs were to vary directly in proportion to staffed hours, the reduction would equate to an indicative staffing-related reduction of approximately $46,600 per annum.

On this simple proportional basis, the Refuse Site operating cost could reduce from approximately $175,910 to approximately $129,300.

These figures are indicative only and should not be treated as a confirmed budget saving. The actual financial benefit will depend upon:

- the final employee roster;
- whether reduced Refuse Site hours result in reduced employment costs;
- whether employee time is redirected to other Shire activities;
- ongoing plant requirements; and
- actual operating costs under the Shire-managed model.

The proposed trial will provide the Shire with additional operational information to assess the actual financial impact of the revised hours.

Risk Assessment:

The risk associated with changing the operating hours is assessed as Medium.

The principal risks are:

- reduced community access to the Refuse Site;
- community dissatisfaction where residents are accustomed to the existing hours;
- potential increases in unauthorised dumping if residents are unable or unwilling to use the site during the revised hours;
- seasonal or other variations in usage not identified by the four-week survey; and
- the anticipated financial saving not being fully realised.

These risks can be mitigated by implementing the revised hours on a trial basis, monitoring vehicle movements and operating costs, considering community feedback and reviewing the arrangement following the trial period.

In accordance with the Shire's Risk Framework, a Medium risk requires risk reduction measures to be implemented to keep the risk as low as reasonably practicable.

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

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

Community & Strategic Objectives:

The proposal supports the Shire's strategic objective of providing services that are appropriately aligned with community needs while making efficient and effective use of Shire resources. The proposed operating hours maintain access to the Refuse Site during the periods of highest demonstrated community use while reducing staffing during periods of comparatively low demand.

Comment:
The traffic survey provides Council with objective information regarding how the Brookton Refuse Site is currently being utilised.

The survey demonstrates that community use is concentrated on Monday and the weekend, with significantly lower levels of activity from Wednesday to Friday. Usage is also concentrated predominantly between 9:00 am and 4:00 pm.

The proposed operating hours therefore provide a more targeted level of public access by retaining service on the highest-use days and during the periods of greatest demand.

While Tuesday records a moderate level of usage, the site must continue to be attended by Shire staff on Tuesdays for operational purposes associated with the townsite refuse collection. Closing the facility to the public on Tuesdays therefore provides an opportunity to reduce the staffing commitment associated with public access while maintaining the operational requirements of the site.

The proposed arrangement would reduce public opening hours from approximately 33 hours to 18.5 hours per week. After allowing for approximately four hours of Tuesday operational attendance, total employee attendance is estimated to reduce to approximately 22.5 hours per week.

The potential financial benefit is significant; however, it is important that Council does not regard the indicative $46,600 staffing-related reduction as a confirmed saving. The actual benefit will depend on rostering arrangements and whether employee time is reduced or redirected to other Shire activities.

The four-week traffic survey also has limitations. It may not capture seasonal variations, holiday periods or other changes in community demand. Accordingly, a trial period is considered the most appropriate approach.

A trial will allow the Shire to monitor vehicle movements, community feedback, operational requirements and actual operating costs before Council determines whether the revised hours should be retained, amended or returned to the current arrangement.

The Officer's Recommendation is therefore considered the most appropriate option as it maintains public access during the periods of greatest demonstrated demand, provides an opportunity to improve operational efficiency and allows the impact of the change to be objectively assessed before a permanent decision is made.

OFFICER'S RECOMMENDATION

That Council:

1. Receives the Brookton Refuse Site traffic survey undertaken from 24 June 2026 to 23 July 2026, noting that 984 vehicle movements were recorded and that approximately 76.6% of average weekly movements occurred on Monday, Saturday and Sunday.

2. Approves, on a trial basis, the following public operating hours for the Brookton Refuse Site:

Day	Approved Public Operating Hours
Monday	9:00 am–3:30 pm
Tuesday	Closed – operational access only
Wednesday	Closed – operational access only
Thursday	Closed – operational access only
Friday	Closed – operational access only
Saturday	9:00 am–4:00 pm
Sunday	10:00 am–3:00 pm

3. notes that on Tuesdays the site will remain closed to the public; however, Shire staff will attend the facility between approximately 10:00 am and 2:00 pm to push up and cover refuse deposited through the Tuesday townsite collection service.

4. notes that the proposed arrangement reduces scheduled public opening hours from approximately 33 hours to 18.5 hours per week and, after allowing for Tuesday operational attendance, may reduce total Refuse Site employee attendance by approximately 10.5 hours per week.

5. notes that any financial saving arising from the revised hours will depend upon employee rostering, the allocation of employee time to other Shire activities, plant requirements and actual operating costs and the estimated savings contained within this report are indicative only; and

6. requests that Shire staff continue to monitor vehicle movements, operational requirements, community feedback and operating costs following implementation of the revised opening hours and present a review to Council following an appropriate trial period.

(Simple majority vote required)

OCM 08.26-03

COUNCIL RESOLUTION

Moved Cr Wallis Seconded Cr McCabe

That Council:

1. ***Receives the Brookton Refuse Site traffic survey undertaken from 24 June 2026 to 23 July 2026, noting that 984 vehicle movements were recorded and that approximately 76.6% of average weekly movements occurred on Monday, Saturday and Sunday.***

2. ***Approves, on a trial basis, the following public operating hours for the Brookton Refuse Site:***

Day	Approved Public Operating Hours
Monday	9:00 am–3:00 pm
Tuesday	Closed – operational access only
Wednesday	Closed – operational access only
Thursday	Closed – operational access only
Friday	Closed – operational access only
Saturday	9:00 am–3:00 pm
Sunday	10:00 am–3:00 pm

3. ***notes that on Tuesdays the site will remain closed to the public; however, Shire staff will attend the facility between approximately 10:00 am and 2:00 pm to push up and cover refuse deposited through the Tuesday townsite collection service.***

4. ***notes that the proposed arrangement reduces scheduled public opening hours from approximately 33 hours to 18.5 hours per week and, after allowing for Tuesday operational attendance, may reduce total Refuse Site employee attendance by approximately 10.5 hours per week.***

5. ***notes that any financial saving arising from the revised hours will depend upon employee rostering, the allocation of employee time to other Shire activities, plant requirements and actual operating costs and the estimated savings contained within this report are indicative only; and***

6. ***requests that Shire staff continue to monitor vehicle movements, operational requirements, community feedback and operating costs following implementation of the revised opening hours and present a review to Council following an appropriate trial period.***

CARRIED BY SIMPLE MAJORITY VOTE 6/0

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

Cr Crouch noted that Report 12.08.26.03 was considering expenditure of funds included in the 2026/27 Budget which Council would formally consider at 14.08.26.03 in the Agenda.

Cr McCabe advised that Report 12.08.26.03 would be considered by Council after 17.08.26 in the Agenda.

12.08.26.04 SHADE SHELTER – BROOKTON CEMETERY

File No:	Not applicable
Date of Meeting:	20 August 2026
Location/Address:	McGuire Street
Name of Applicant:	Shire of Brookton
Name of Owner:	Shire of Brookton
Author/s:	Kevin D'Alton – Acting Manager Infrastructure & Works
Authorising Officer:	Gary Sherry – Chief Executive Officer
Declaration of Interest:	Nil
Voting Requirements:	Simple Majority
Previous Report:	Nil

Summary of Report:
Council is requested to consider the purchase and installation of a shade shelter at the at the entrance to the Brookton Cemetery.

Description of Proposal:
The proposed shelter measures 20m x 4.1m**,** providing approximately 82 square metres of covered area**.**

These dimensions have been selected to provide a substantial sheltered space while being appropriate for the intended location at the entrance to the Brookton Cemetery.

Staff sought quotations for 2 designs for the shelter. Details of each submission are provided at Confidential Attachments 12.08.26.04A, Attachment 12.08.26.04B and Attachment 12.08.26.04C.

The summary of prices included in each submission is included in the table below:

Company	Domed $ GST Exclusive	Gabled $ GST Exclusive
Budo Group	$73,767.41	$51,806.63
Electron Energy	$62,500.00	$37,500.00
Fair Dinkum Sheds	No Quote	$44,027.88
Wheatbelt Sheds	No Quote	No Quote
BUDGET	$49,000.00	$49,000.00

Background:
Council has allocated a budget of $49,000 (GST Exclusive) for the installation of a shade shelter at the entrance to the Brookton Cemetery.

The proposed works involve the purchase and installation of a 20 metre x 4.1 metre shade shelter at the cemetery entrance. The shelter is intended to provide a dedicated shaded area for cemetery visitors, particularly during funeral services and other gatherings where attendees may be required to remain outdoors for extended periods.

The installation of the shelter will improve the amenity and functionality of the cemetery entrance by providing protection from direct sunlight and adverse weather conditions. This is particularly important during the warmer months, when high temperatures and limited natural shade can affect the comfort of visitors attending services.

Consultation:
CEO, MCC, AMIW

Statutory Environment:
Local Government Act 1995; Local Government (Functions and General) Regulations 1996; Council Policy 2.36 Procurement.

Relevant Plans and Policy:
Corporate Business Plan; Procurement Policy.

Financial Implications:
Funding is available from Reserves.

Risk Assessment:
The risk in relation to this matter is assessed as "Medium" as quantities and costings are provided at Confidential Attachments 12.08.26.04A, Attachment 12.08.26.04B and Attachment 12.08.26.04C.

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

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

Community & Strategic Objectives:
The proposed shade shelter supports the Shire's broader objective of providing and maintaining community infrastructure that is functional, accessible and responsive to the needs of the community.

Comment:
While a domed shelter is considered more appealing, the difficulty of constructing such a structure makes it considerably more expensive. The Officer's Recommendation is therefore to proceed with the more cost-effective gabled-roof shelter.

OFFICER'S RECOMMENDATION

That Council accept the quotation from Electron Energy to construct a gabled roof shade shelter for $37,500.00 GST Exclusive.

(Simple majority vote required)

OCM 08.26-04
COUNCIL RESOLUTION
Moved Cr Crouch Seconded Cr Andretta

That Council accept the quotation from Fair Dinkum Sheds to construct a gabled roof shade shelter for $44,027.88 GST Exclusive.

CARRIED BY SIMPLE MAJORITY VOTE 6/0

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

Attachments

Confidential Attachment 12.08.26.04A	Quotation Electron Energy
Confidential Attachment 12.08.26.04B	Quotation Fair Dinkum Sheds & More
Confidential Attachment 12.08.26.04C	Quotation Budo Group Pty Ltd

13.08.26 COMMUNITY SERVICES REPORTS

Ms Spencer declared an Impartially Interest in 13.08.26.01 that she is the neighbour to Contract Aquatics owner and left the room at 6:25pm.

13.08.26.01 TENDER RFT01/2026 BROOKTON AQUATIC CENTRE MANAGEMENT SERVICES

File No:	PRO001
Date of Meeting:	31 July 2026
Location/Address:	White Street Brookton
Name of Applicant:	Shire of Brookton
Name of Owner:	Shire of Brookton
Author/s:	Stuart Billingham Manager Corporate & 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 the awarding of a tender for RFT 01/2026 Brookton Aquatic Centre Management Services.

Description of Proposal:
At the close of tender RFT01/2026 at 4.00pm on the 24 July 2026, two (2) tenders were received from:

- Contract Aquatics
- LeisureSafe

The tender evaluation was completed by AMWI and MCC with the confidential Tender Evaluation Report included in Confidential Attachment 13.08.26.01A.

Tender Submissions are included in Confidential Attachment 13.08.26.01B.

Background:
The Brookton Aquatic Centre has previously been operated by Contract Aquatics from 1 September 2025 to 31 August 2026 after the resignation of the Shire of Brookton Pool Manager in August 2025. Given the short lead time to the pool season commencing and the success of the current supplier it has been recommended to advertise a Tender for the supply of Pool Management services for 3 years.

RFT 01/2026 Brookton Aquatic Centre Management services were advertised in the West Australian 20 July 26, Brookton Telegraph, the Shire website and Social Media platforms.

The RFT requested pricing that included:

1. Pool opening hours of:
    a. Wednesday 12.00pm to 7.00pm
    b. Thursday 6.30am to 8.30am 2.00pm to 7.00pm
    c. Friday 12.00pm to 7.00pm
    d. Saturday 6.30am to 8.30am 2.00pm to 7.00pm
    e. Sunday 12.00pm to 7.00pm

f. Monday 6.30am to 8.30am 2.00pm to 7.00pm
g. Closed: Christmas Day, Boxing Day, New Year's Day, and Good Friday (if applicable)

2. Providing Aqua Aerobic Classes 1 day per week starting the 1 November and ending 31 March. Dates and times to be agreed to by the Shire of Brookton

3. Providing 4 x Community Event Days including, Sausage Sizzle, Water, Inflatable Bouncy Castle, Large Inflatable Pool Attraction Item and Inflatable Pool Toys. Dates and times to be advised by the Shire of Brookton; and

4. Providing 1 x Australia Day Community Event each year including, Sausage Sizzle, Water, Inflatable Bouncy Castle, Large Inflatable Pool Attraction Item and Inflatable Pool Toys. Date 26 January each year

A special condition of the quotation is a requirement to provide accommodation in Brookton for Contract Aquatic Services staff during the provision of services. Staff believe that the unfurnished unit at Unit 5, 28 Williams Street meets the requirement.

CAS also provided a non-conforming tender that adapted the required deliverables to better suit CAS and allowed a significant annual cost reduction cost from $153,345.50 to $127,325 (GST Inclusive). The non-compliant offer includes the following adjusted activities:

1. Provide Aqua Aerobics Classes one day per week at 5:00 pm on Fridays, running from 3 November to 12 December (inclusive) and resuming from 9 January to 13 March. Each class will run for 45 minutes, delivering a total of 14 sessions for the season. CAS will supply all required equipment, including instructor, aqua dumbbells, flotation belts, noodles, speakers, and the music license.

2. Provide two Community Event Days (CAS Signature Mega Splash Pool Parties), each featuring free sausage sizzle, fairy floss, ice cream, popcorn, a large, tethered inflatable pool attraction, and a variety of inflatable pool toys. Each event will run for three hours and will include a minimum of two additional lifeguards, two cooks, and one event manager. Events will be scheduled as follows: one in November/December and one in February/March, on either a Friday evening, Saturday midday/evening, or Sunday midday.

3. Provide one Mega Movie Night, featuring an 8m projector screen, licensed movie screening rights, free popcorn, and bean bags for attendees. The event will run for approximately 2.5 hours and include one event manager/lifeguard and one cook. To be scheduled on either a Friday or Saturday evening during Feb or early March, with additional facility opening hours included.

4. Provide one Australia Day large, tethered inflatable pool attraction, held on 26 January from 12:00 pm to 3:00 pm. Due to the number of pools requesting Australia Day events, CAS will only be able to provide the waterborne inflatable and one additional lifeguard to supervise use. Any other activities must be supplied and coordinated by the Shire; however, where possible, CAS will assist the Shire in planning and marketing the event.

5. Provide one Swim the Bight Challenge, running from 8 November 2025 to 21 March 2026. Participants record their swim distances at the pool, contributing to the

community total as they race against Nibbles the Shark, who "swims" 6 km per day across the Great Australian Bight. Progress is tracked on an interactive online map showing both Nibbles' and the community's positions. This includes a Large 55inch TV placed at the pool providing community updates. This event is designed to encourage regular pool attendance and community engagement throughout the season.

Consultation:
Consultation has occurred with Chief Executive Officer and Executive Management Team, Contractors and Suppliers.

Statutory Environment:
Local Government Act 1995
3.57. Tenders for providing goods or services
(1) A local government is required to invite tenders before it enters into a contract of a prescribed kind under which another person is to supply goods or services.
(2) Regulations may make provision about tenders.

Local Government (Functions and General) Regulations 1996
11. When tenders have to be publicly invited
(1A) In this regulation —
state of emergency declaration has the meaning given in the Emergency Management Act 2005 section 3.
(1) 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 subregulation (2)states otherwise.

15. Minimum time to be allowed for submitting tenders
(1) If a notice under regulation 14(1) is given, the date and time referred to in regulation 14(3)(d) has to be at least 14 days after the notice is —
(a) published on the local government's official website; and
(b) published in at least 3 of the ways prescribed in the Local Government (Administration) Regulations 1996 regulation 3A(2).
(2) If a notice under regulation 14(2) is given to a person listed as an acceptable tenderer, the date and time referred to in regulation 14(3)(d) has to be at least 14 days after the notice is given.

16. Receiving and opening tenders, procedure for
(1) The CEO is responsible for keeping any tender submitted including a tender submitted by facsimile or other electronic means in safe custody, and for ensuring that it remains confidential.
(2) Tenders are not to be opened, examined, or assessed until the time after which further tenders cannot be submitted.
(3) When tenders are opened —
(a) there must be present —
(i) at least 2 employees of the local government; or
(ii) one employee of the local government and at least one person authorised by the CEO to open tenders;
and
(b) members of the public are entitled to be present; and
(c) details of the tenders (other than the consideration sought in the tender) are to

be immediately recorded in a register to be known as the tenders register.

18. Rejecting and accepting tenders

(1) A tender is required to be rejected unless it is submitted at a place, and within the time, specified in the invitation for tenders.

(2) A tender that is submitted at a place, and within the time, specified in the invitation for tenders but that fails to comply with any other requirement specified in the invitation may be rejected without considering the merits of the tender.

(3) If, under regulation 23(4), the CEO has prepared a list of acceptable tenderers for the supply of goods or services, a tender submitted by a person who is not listed as an acceptable tenderer is to be rejected.

(4) Tenders that have not been rejected under subregulation (1), (2), or (3) are to be assessed by the local government by means of a written evaluation of the extent to which each tender satisfies the criteria for deciding which tender to accept and it is to decide which of them (if any) it thinks it would be most advantageous to the local government to accept.

(4a) To assist the local government in deciding which tender would be the most advantageous to it to accept, a tenderer may be requested to clarify the information provided in the tender.

(5) The local government may decline to accept any tender.

(6) If a local government has accepted a tender but acceptance of the tender does not create a contract and within 6 months of the day on which the tender was accepted the local government and the successful tenderer agree not to enter into a contract in relation to the tender, the local government may accept from the other tenders the tender which it thinks it would be most advantageous to the local government to accept.

(7) If a local government has accepted a tender and acceptance of the tender creates a contract and within 6 months of the day on which the tender was accepted the local government and the successful tenderer agree to terminate the contract, the local government may accept from the other tenders the tender which it thinks it would be most advantageous to the local government to accept.

Relevant Plans and Policy:

Council policy “2.15 Procurement” is relevant to this report.

Financial Implications:

There are financial implications to the Shire of Brookton future 3 years of budgets 2026/27 to 2028/29 applicable to this report. Council’s proposed draft 2026/27 budget allocation of $134,000 excluding GST is adequate to cover the below officer recommendation. As this is a three (3) year tender the Shire of Brookton future 2027/28 and 2028/29 Budgets will need to budget a suitable amount to cover the tender contract if accepted.

Item Number	Works required	Unit	Contract Aquatics non-conforming	Contract Aquatics conforming	LeisureSafe conforming
1	Annual fee excluding GST	$	$115,750	$139,405	$148,500
2	Hourly Rate to operate & Open pool outside of nominated or agreed days and hours excluding GST	$ per hour	$99.80	$99.80	$75.00
3	Three years total including GST	$	$381,975	$460,036.50	$490,050
4	Three years total excluding GST	$	$347,250	$418,215	$445,500

Risk Assessment:
The risk in relation to this matter is assessed as "Medium". The key risk is with the management of health and safety of patrons to ensure adequately trained staff at the facility. Should Council not authorise this contract, then the risk that the Shire will not be able to attract an alternative Pool Manger and therefore not being able to meet the community's aspirations and expectations of service delivery.

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:
Shire of Brookton Strategic Resource Plan 2024-2039.

Comment
The alternative option/non-conforming submission received from Contract Aquatics is considered the most cost effective, value for money offer to the Shire's requested tender requirements.

OFFICER'S RECOMMENDATION

That Council accepts the non-compliant/alternative tender from Contract Aquatic Services for the Management of the Brookton Aquatic Centre for three (3) years, from 1 September 2026 to 31 August 2029 for the amount of $115,750 excluding GST per annum (Total over three years $347,250 excluding GST).

(Simple majority vote required)

OCM 08.26-05

COUNCIL RESOLUTION

Moved Cr Copping Seconded Cr Wallis

That Council accepts the non-compliant/alternative tender from Contract Aquatic Services for the Management of the Brookton Aquatic Centre for three (3) years, from 1 September 2026 to 31 August 2029 for the amount of $115,750 excluding GST per annum (Total over three years $347,250 excluding GST).

CARRIED BY SIMPLE MAJORITY VOTE 6/0

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

Ms Spencer returned to the meeting at 6:32pm.

Attachments

Confidential Attachment 13.08.26.01A – Tender Evaluation
Confidential Attachment 13.08.26.01B – Tender Submissions

14.08.26 CORPORATE SERVICES REPORTS

14.08.26.01 LIST OF PAYMENTS – JULY 2026

File No:	N/A
Date of Meeting:	20 August 2026
Location/Address:	14 White Street, Brookton
Name of Applicant:	Shire of Brookton
Name of Owner:	Shire of Brookton
Author/s:	Katie Rigg – Finance Officer Creditors
Authorising Officer:	Stuart Billingham – Manager Corporate and Community
Declaration of Interest:	The author and authorising officer do not have an interest in this item
Voting Requirements:	Simple Majority
Previous Report:	16 July 2026

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

Description of Proposal:
The accounts paid under Delegation 1.1, Power to Make Payments, are included within Attachment 14.08.26.01A.

A detailed transaction listing of credit card expenditure paid for the period ended 31 July 2026 is contained within Attachment 14.08.26.01B.

A detailed transaction listing of purchasing expenditure paid for the period ended 31 July 2026 is contained within Attachment 14.08.26.01C.

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

Consultation:
There has been no consultation on this matter.

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

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

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

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

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

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

(i) the payee's name; and
(ii) the amount of the payment; and
(iii) sufficient information to identify the transaction; and

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

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

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

(b) recorded in the minutes of that meeting.

13A. Payments by employees via purchasing cards

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

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

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

(a) presented to the council at the next ordinary meeting of the council after the list is prepared; and
(b) recorded in the minutes of that meeting.

Local Government (Administration) Regulations 1996

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

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

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

Relevant Plans and Policy:
Policy 2.15 Procurement.

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

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

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

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

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

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

OFFICER'S RECOMMENDATION

That Council receive:

1. the list of accounts, totalling $722,611.90 paid under delegated authority in accordance with Regulation 13(1) of the Local Government (Financial Management) Regulations 1996 for the month of July 2026, as contained within Attachment 14.08.26.01A;

2. the list of credit card transactions, totalling $3,551.08 paid in July 2026, as contained within Attachment 14.08.26.01B; and

3. the list of purchasing card transactions, totalling $2,962.30 paid in July 2026, as contained within Attachment 14.08.26.01C.

(Simple majority vote required)

OCM 08.26-06

COUNCIL RESOLUTION

Moved Cr Crouch Seconded Cr Copping

That Council receive:

1. ***the list of accounts, totalling $722,611.90 paid under delegated authority in accordance with Regulation 13(1) of the Local Government (Financial Management) Regulations 1996 for the month of July 2026, as contained within Attachment 14.08.26.01A;***

2. ***the list of credit card transactions, totalling $3,551.08 paid in July 2026, as contained within Attachment 14.08.26.01B; and***

3. ***the list of purchasing card transactions, totalling $2,962.30 paid in July 2026, as contained within Attachment 14.08.26.01C.***

CARRIED BY SIMPLE MAJORITY VOTE 6/0

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

Attachments

Attachment 14.08.26.01A – List of accounts paid.
Attachment 14.08.26.01B – Credit card transactions.
Attachment 14.08.26.01C – Fuel card transactions.

List of Payments Paid in July 2026

Chq/EFT	Date	Name	Description	Amount
EFT18591	09/07/2026	AMPAC DEBT RECOVERY	RATES DEBT RECOVERY FEE JUNE 26 BAILIFF POUNDAGE FEE A137, PALISADE PROFESSIONAL FEES A2682	$1,595.62
EFT18592	09/07/2026	ARM SECURITY	ALARM MONITORING CHARGES ADMIN BUILDING 01.07.26 - 30.09.26	$345.60
EFT18593	09/07/2026	BEDFORD ARMS HOTEL	COUNCIL MEETING MEALS STAFF & COUNCILLORS JULY 26	$254.00
EFT18594	09/07/2026	BOOKEASY AUSTRALIA PTY LTD	ONLINE BOOKING SYSTEM ROOM MANAGER MONTHLY FEE JUNE 26 CARAOP	$242.00
EFT18595	09/07/2026	BROOKTON PLUMBING	INSTALL SUPPLIED DISHWASHER JUNE 26 U133WS	$495.00
EFT18596	09/07/2026	CHILD SUPPORT AGENCY EMPLOYER SERVICES	PAYROLL DEDUCTIONS	$292.04
EFT18597	09/07/2026	DANIEL WILLIAM ROBERT LOWE	SALE OF LAND - SUBDIVISION LOT 7148 ON DEPOSITED PLAN 118603 CONTAINED WITHIN CERTIFICATE OF TITLE VOLUME 2788 FOLIO 942	$3,000.00
EFT18598	09/07/2026	DELTA AGRIBUSINESS WA- BROOKTON RURAL TRADERS	SHED SUPPLIES JUNE 26 WBSHEDOP KETTLE, GARBAGE BAGS, BINS, TOILET BRUSH & PAINT FOR TOWN EASTER EGGS JUNE 26	$377.69
EFT18599	09/07/2026	GREAT SOUTHERN WASTE DISPOSAL	28.05.26 - 25.06.26 DOMESTIC RUBBISH COLLECTION 452 HOUSEHOLDS X 4 WEEKS = 1808, RECYCLING COLLECTION 336 HOUSEHOLDS X 2 WEEKS = 672, 6X BINS OF WASTE, 1X TRAILER BIN OF WASTE, 5X BINS OF CARBOARD	$6,653.24
EFT18600	09/07/2026	IT VISION	IT VISION ANNUAL SUBSCRIPTION 2026/27	$42,242.06
EFT18601	09/07/2026	NOURISH BROOKTON	45KG GAS BOTTLE JUNE 26 CARAOP, ADMIN MONTHLY PURCHASES JUNE 26 STAFF REFRESHMENTS, SERVIETTES, BATTERIES, WORKS MONTHLY PURCHASES JUNE 26 STAFF REFRESHMENTS	$514.30
EFT18602	09/07/2026	READYTECH USER GROUP WA INC	READYTECH USER GROUP ANNUAL SUBSCRIPTION 2026/27	$962.50
EFT18603	09/07/2026	SHIRE OF BEVERLEY	REIMBURSEMENT FOR MEALS AT ERP DEMONSTRATION 5-6.03.26	$65.45
EFT18604	09/07/2026	SHIRE OF BROOKTON	PAYROLL DEDUCTIONS	$2,900.00
EFT18605	09/07/2026	SHIRE OF BROOKTON	PAYROLL DEDUCTIONS	$696.00
EFT18606	09/07/2026	STAR TRACK EXPRESS	DELIVERY & RETURN WESTATE EMBROIDERY JUNE 26	$11.79
EFT18607	09/07/2026	WALLIS COMPUTER SOLUTIONS	DOCKING STATION TRAINEE WORKSTATION JUNE 26	$594.00

Chq/EFT	Date	Name	Description	Amount
EFT18608	09/07/2026	ZIRCODATA (TOTALLY CONFIDENTIAL RECORDS)	MONTHLY STORAGE CHARGES JUNE 26 X214 BOXES	$56.73
EFT18609	13/07/2026	CARLO ANDRETTA	ELECTION NOMINATION FEE REFUND	$100.00
EFT18610	13/07/2026	HAROLD ATHOL BELL	ELECTION NOMINATION FEE REFUND	$100.00
EFT18611	13/07/2026	JAMIE PHILLIPS	FACILITY HIRE WITH ALCOHOL BOND REFUND	$500.00
EFT18612	13/07/2026	TEEDE'S AUTO ELECTRICS	ELECTION NOMINATION FEE REFUND	$100.00
EFT18613	16/07/2026	AUSTRALIA POST	ADMIN & CRC POSTAGE CHARGES JUNE 26	$184.12
EFT18614	16/07/2026	BROOKTON ROADHOUSE	MONTHLY FUEL PURCHASES JUNE 26 PU39X2, PU42X5, PU44X2, PU45X1	$1,286.03
EFT18615	16/07/2026	EDGE PLANNING & PROPERTY	PLANNING SERVICES JUNE 26 9X HRS	$1,470.15
EFT18616	16/07/2026	GO GO AUSTRALIA	ON HOLD MESSAGES SERVICE 01.07.26 - 30.06.27	$828.00
EFT18617	16/07/2026	LHAAC	LHAAC ANALYTICAL SERVICES 2026/2027	$420.74
EFT18618	16/07/2026	LOCAL GOVERNMENT PROFESSIONALS AUSTRALIA WA	BRONZE LOCAL GOVERNMENT ANNUAL SUBSCRIPTION 2026/27	$1,220.00
EFT18619	16/07/2026	MARKET CREATIONS AGENCY MARKET CREATIONS AGENCY PTY LTD	COUNCILCONNECT ANNUAL TEIR 5 - PLUS & USERWAY ACCESSIBILITY TOOL SUBSCRIPTIONS 2026/27	$16,885.00
EFT18620	16/07/2026	NOURISH BROOKTON	BCRC MONTHLY PURCHASES JUNE 26 STAFF REFRESHMENTS, CUSTOMER REFRESHMENTS, SPOONS, BATTERIES, SPONGES, DETTOL WIPES, HAND SOAP	$120.62
EFT18621	16/07/2026	OFFICEWORKS BUSINESS DIRECT	REPLACEMENT PHONE MCC JULY 26	$1,034.95
EFT18622	16/07/2026	ONEMUSIC AUSTRALIA	ANNUAL LICENCE FEE FOR COUNCIL RURAL MUSIC 01/07/26 TO 30/06/27 POOLOP, WBOP, MHALLOP	$402.37
EFT18623	16/07/2026	RAC BUSINESS WISE	ANNUAL BUSINESSWISE ABSOLUTE ROADSIDE ASSISTANCE FOR TOYOTA COASTER BUS PCB1 01.07.26 - 30.06.27	$232.00
EFT18624	16/07/2026	SKYE FISHER	REIMBURSEMENT REQUEST KANGAROO MEAT FOR NAIDOC WEEK JULY 26	$56.46
EFT18625	16/07/2026	STUMPYS GATEWAY ROADHOUSE	MONTHLY FUEL PURCHASES JUNE 26 PT16X5, PM3X1, PU40X2	$947.28
EFT18626	16/07/2026	THE WEST AUSTRALIAN	FEATURE - SPOTLIGHT ON BROOKTON ADVERTISING FULL PAGE 02.07.26 EDITION	$473.00
EFT18627	16/07/2026	WA LOCAL GOVERNMENT ASSN	RATES IN LOCAL GOVERNMENT ADMINISTRATION OFFICER 21.05.26 - 22.05.26	$1,243.00
EFT18628	16/07/2026	WALLIS COMPUTER SOLUTIONS	ADOBE ANNUAL RENEWAL X15 & ADOBE ACROBAT ANNUAL RENEWAL X1 31.05.26 - 31.05.27	$8,249.62
EFT18629	21/07/2026	ATO	BAS RETURN JULY 26	$20,757.00

Chq/EFT	Date	Name	Description	Amount
EFT18630	30/07/2026	ATKINS MECHANICAL SERVICE	REPAIRS TO SILVAN SPRAY UNIT PU45 JULY 26	$490.71
EFT18631	30/07/2026	ATU SEWAGE SERVICES	ATU SERVICE - WEST BROOKTON FIRE SHED JUNE 26	$204.60
EFT18632	30/07/2026	BOB WADDELL & ASSOCIATES PTY LTD	ASSISTANCE WITH JUNE FINANCIALS 7HRS & ASSISTANCE PROVIDED WITH ANNUAL BUDGET 0.5HRS JULY 26	$1,540.00
EFT18633	30/07/2026	BROOKTON DHS P&C	COMMUNITY CHEST GRANT FUNDING AS PER OCM 07.26-09 JULY 26	$732.75
EFT18634	30/07/2026	BROOKTON PLUMBING	REPLACE K/S MIXER JULY 26 U333WS, REPLACE INLET VALVE, MINI STOP & FLEXI CONNECTOR JULY 26 U2MSUOP	$611.60
EFT18635	30/07/2026	BUDO GROUP PTY LTD	BROOKTON RAILWAY STATION REFURBISHMENT CLAIM #6 JULY 26	$197,699.11
EFT18636	30/07/2026	CHILD SUPPORT AGENCY EMPLOYER SERVICES	PAYROLL DEDUCTIONS	$292.04
EFT18637	30/07/2026	CORPORATE TRAVEL MANAGEMENT	VARIOUS CARAVAN PARK REFUND REQUESTS 1X NIGHT CHALET x6 02.04.26	$906.00
EFT18638	30/07/2026	ELECTRON ENERGY PTY LTD	INSTALL 9.5KW INDOOR/OUTDOOR SPLIT SYSTEM AIR-CONDITIONING UNIT REMAINDER OF WORKS JULY 26	$2,764.77
EFT18639	30/07/2026	GREAT SOUTHERN FUEL SUPPLIES	FUEL CARD PURCHASES MARCH 26 MIW, MCC, CEO, CESM	$2,962.30
EFT18640	30/07/2026	JAMES DEBEAUX	MEALS REIMBURSEMENT FOR TRAINING 14.07.26 - 16.07.26	$184.04
EFT18641	30/07/2026	LEEUWIN OCEAN ADVENTURE FOUNDATION	YOUTH ADVENTURE VOYAGE - TRAINEE PROFESSIONAL DEVELOPMENT 26.09.26 - 02.10.26	$624.40
EFT18642	30/07/2026	LG BEST PRACTICES	RATES OFFICER END OF YEAR TRAINING & ASSISTANCE JULY 26	$1,386.00
EFT18643	30/07/2026	LGIS INSURANCE	LGIS INSURANCE PROPERTY, PUBLIC LIABILITY, MANAGEMENT LIABILITY, WORKERS COMPENSATION, CRIME & CYBER LIABILITY, CORPORATE TRAVEL, MOTOR VEHICLES 01.07.26 - 30.06.27 INSTALMENT 1 OF 2	$171,691.81
EFT18644	30/07/2026	LINKWEST INCORPORATED	BCRC LINKWEST MEMBERSHIP 01.07.26 - 30.06.27	$437.00
EFT18645	30/07/2026	NOURISH BROOKTON	VENDING MACHINE RESTOCK AT CARAVAN PARK JULY 26	$614.70
EFT18646	30/07/2026	OFFICEWORKS BUSINESS DIRECT	ADMIN STATIONERY ORDER MAY 26 CREDITORS FILE BOX, LEVER ARCH COMPRESSION BARS, WHITEBOARD MARKERS, DIARY	$71.95

Chq/EFT	Date	Name	Description	Amount
EFT18647	30/07/2026	RILEY MOURITZ	CARAVAN PARK REFUND REQUEST #16290199 & 16290213 2X NIGHTS SHEOAK CHALET 25.07.26 & 22.08.26	$436.00
EFT18648	30/07/2026	SHIRE OF BROOKTON	PAYROLL DEDUCTIONS	$2,900.00
EFT18649	30/07/2026	SHIRE OF BROOKTON	PAYROLL DEDUCTIONS	$696.00
EFT18650	30/07/2026	TEEDE'S AUTO ELECTRICS	SUPPLY & INSTALL TOGGLE SWITCH IN CAB FOR SPRAY UNIT PU45 JULY 26	$200.00
EFT18651	30/07/2026	THINK PROJECT AUSTRALIA PTY LTD	DIGITAL ASSET REGISTER & ASSET MOBILE ANNUAL LICENCE SUPPORT & MAINTENANCE FEE 01.07.26 - 30.06.27	$11,166.27
EFT18652	30/07/2026	WA CONTRACT RANGER SERVICES	RANGER SERVICES 01.07.26 4.5 HRS & 07.07.26 3.5HRS, RANGER SERVICES 3.75 HRS 15.07.26 & 3.5HRS 22.07.26	$1,866.72
EFT18653	30/07/2026	WA LOCAL GOVERNMENT ASSN	MODULE 3 SERVING ON COUNCIL CR TOOP & MODULE 2: CONFLICTS OF INTEREST CR HARBEN MARCH 26	$781.00
EFT18654	30/07/2026	WALLIS COMPUTER SOLUTIONS	LAPTOP, INCLUDING MOUSE, CARRY CASE, DELIVERY & INSTALL CR ANDRETTA JULY 26	$3,358.30
DD9382.1	01/07/2026	SYNERGY	ELECTRICITY CHARGES 13.05.26 - 09.06.26 CARAOP, OVALOP, WBOP	$2,027.42
DD9384.1	07/07/2026	AWARE SUPER PTY LTD	PAYROLL DEDUCTIONS	$6,087.00
DD9384.2	07/07/2026	PRIME SUPER	SUPERANNUATION CONTRIBUTIONS	$425.80
DD9384.3	07/07/2026	MLC NOMINEES PTY LIMITED	SUPERANNUATION CONTRIBUTIONS	$833.98
DD9384.4	07/07/2026	AUSTRALIAN SUPER PTY LTD	SUPERANNUATION CONTRIBUTIONS	$3,108.27
DD9384.5	07/07/2026	HUB24 SUPERFUND	SUPERANNUATION CONTRIBUTIONS	$404.72
DD9384.6	07/07/2026	THE TRUSTEE FOR JOHNS FAMILY SUPER FUND	SUPERANNUATION CONTRIBUTIONS	$593.39
DD9384.7	07/07/2026	REST INDUSTRY SUPER	SUPERANNUATION CONTRIBUTIONS	$876.06
DD9384.8	07/07/2026	COLONIAL FIRST STATE CHOICE WHOLESALE PERSONAL SUPER	SUPERANNUATION CONTRIBUTIONS	$638.76
DD9384.9	07/07/2026	HOSTPLUS	SUPERANNUATION CONTRIBUTIONS	$546.44
DD9386.1	07/07/2026	EQUIP SUPER	PAYROLL DEDUCTIONS	$631.02
DD9391.1	06/07/2026	TELSTRA CORPORATION	MOBILE CHARGES 16.06.26 - 15.07.26 SEWEOP, OVALOP, PT19, PT20, RWPKOP, MADIOP	$60.48

Chq/EFT	Date	Name	Description	Amount
DD9391.2	06/07/2026	SYNERGY	ELECTRICITY CHARGES 26.03.26 - 28.05.26 U140WS, U240WS, U340WS, U440WS, U540WS, U640WS, U740WS, U840WS	$1,611.54
DD9391.3	03/07/2026	TYRO PAYMENTS LIMITED	EFTPOS MACHINE RENTAL & TRANSACTION FEES JUNE 26 BCRC	$30.87
DD9398.1	14/07/2026	SHIRE OF BROOKTON - MASTERCARD - CEO	CEO CREDIT CARD PURCHASES JUNE 26 STARLINK - INTERNET CHARGES WB EVA PAVILION, WBSHEDOP, EBSHEDOP, CESM VEHICLE 06/06/26 - 05/07/2026, SINCH MESSAGE MEDIA - MONTHLY ACCESS FEE 01/06/26 - 30/06/26, DUNNINGS NORTHAM - CEO VEHICLE FUEL, NARROGIN BETTA HOME LIVING - APPLIANCES WBSHEDOP	$3,143.30
DD9398.2	14/07/2026	SHIRE OF BROOKTON - MASTERCARD - MCC	MCC CREDIT CARD PURCHASES JUNE 26 FEES ONLY	$4.00
DD9398.3	14/07/2026	SHIRE OF BROOKTON - MASTERCARD - MIW	MIW CREDIT CARD PURCHASES JUNE 26 EVERLINK - SOFTWARE, SIM, DATA, 12 MONTHLY CHARGE	$403.78
DD9398.4	13/07/2026	TELSTRA CORPORATION	HARVEST & FIRE BANS MESSAGE BANK 23.06.26 - 22.07.26	$6.00
DD9398.5	10/07/2026	GOVT OF WA DEPT OF THE ATTORNEY GENERAL FINES ENFORCEMENT REGISTRY	LODGEMENT FEE FOR FP-DD-6207100001 & FP-DD-2607100002 10.07.26	$181.00
DD9403.1	15/07/2026	3E ADVANTAGE PTY LTD	PRINTING & PHOTOCOPYING CHARGES JUNE 26 10,300 BW & 9,000 COLOUR	$2,718.71
DD9406.1	17/07/2026	SYNERGY	ELECTRICITY CHARGES 28.05.25 - 18.05.26 EBSHEDOP	$1,447.50
DD9409.1	21/07/2026	AWARE SUPER PTY LTD	PAYROLL DEDUCTIONS	$6,484.00
DD9409.2	21/07/2026	COLONIAL FIRST STATE CHOICE WHOLESALE PERSONAL SUPER	PAYROLL DEDUCTIONS	$638.76
DD9409.3	21/07/2026	PRIME SUPER	SUPERANNUATION CONTRIBUTIONS	$425.80
DD9409.4	21/07/2026	MLC NOMINEES PTY LIMITED	SUPERANNUATION CONTRIBUTIONS	$781.40
DD9409.5	21/07/2026	HUB24 SUPERFUND	SUPERANNUATION CONTRIBUTIONS	$404.72
DD9409.6	21/07/2026	AUSTRALIAN SUPER PTY LTD	SUPERANNUATION CONTRIBUTIONS	$3,411.52
DD9409.7	21/07/2026	THE TRUSTEE FOR JOHNS FAMILY SUPER FUND	SUPERANNUATION CONTRIBUTIONS	$593.39
DD9409.8	21/07/2026	EQUIP SUPER	SUPERANNUATION CONTRIBUTIONS	$631.02
DD9409.9	21/07/2026	REST INDUSTRY SUPER	SUPERANNUATION CONTRIBUTIONS	$876.06
DD9414.1	21/07/2026	TELSTRA CORPORATION	MOBILE CHARGES 02.07.26 - 01.08.26 BMO, CEO, WC, MCC, MP, CARAOP, CESM, POOLGO, TIO	$657.79
DD9417.1	24/07/2026	WATER CORPORATION OF WA	WATER CHARGES 19.05.26 - 22.06.26 CARAOP, WBOP	$322.28

Chq/EFT	Date	Name	Description	Amount
DD9417.2	23/07/2026	WA TREASURY CORPORATION	LOAN PAYMENT INTEREST FOR LOANS 80, 81, 82, 83 FOR PERIOD ENDING 30.06.26	$3,011.72
DD9417.3	22/07/2026	SYNERGY	ELECTRICITY CHARGES 30.05.26 - 30.06.26 POOLGO	$278.43
DD9422.1	27/07/2026	SYNERGY	ELECTRICITY CHARGES 25.05.26 - 24.06.26 185 STREETLIGHTS	$3,059.18
DD9424.1	29/07/2026	SYNERGY	ELECTRICITY CHARGES 10.06.26-07.07.26 CARAOP, OVALOP, WBOP	$1,904.32
DD9431.1	30/07/2026	TYRO PAYMENTS LIMITED	EFTPOS MACHINE RENTAL & TRANSACTION FEES JULY 26 ADMIN	$189.44
DD9384.10	07/07/2026	AUSTRALIAN RETIREMENT TRUST	SUPERANNUATION CONTRIBUTIONS	$338.76
DD9409.10	21/07/2026	HOSTPLUS	SUPERANNUATION CONTRIBUTIONS	$611.16
DD9409.11	21/07/2026	AUSTRALIAN RETIREMENT TRUST	SUPERANNUATION CONTRIBUTIONS	$337.76
1593.1	01/07/2026	CBA MERCHA - BANK FEE - MERCHANT FEE	BANK FEE - TELEGRAPHIC TRANSFER	$2.00
1593.1	02/07/2026	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	$13.84
1594.1	14/07/2026	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	$23.09
1594.1	07/07/2026	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	$10.04
1594.1	06/07/2026	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	$8.22
1594.1	13/07/2026	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	$2.20
1594.1	09/07/2026	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	$16.27
1594.1	08/07/2026	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	$6.97
1595.1	15/07/2026	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	$1.10
1596.1	17/07/2026	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	$51.64
1596.1	16/07/2026	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	$8.22
1597.1	20/07/2026	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	$8.22
1598.1	24/07/2026	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	$50.60
1598.1	23/07/2026	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	$15.46
1598.1	21/07/2026	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	$1.80
1599.1	31/07/2026	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	$18.58
1599.1	30/07/2026	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	$1.10
1599.1	29/07/2026	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	$1.10
1599.1	28/07/2026	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	$38.91

Chq/EFT	Date	Name	Description	Amount
1599.1	27/07/2026	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	$1.10
PAYJRUN*1333	07/07/2026	SALARIES & WAGES	WEEK 2 - PPE 07/07/2026	$70,498.61
PAYJRUN*1335	07/07/2026	SALARIES & WAGES	WEEK 2 - PPE 07/07/2026	$2,542.95
PAYJRUN*1337	21/07/2026	SALARIES & WAGES	WEEK 4 - PPE 21/07/2026	$76,025.90
			Total	**$722,611.90**

List of Credit Card Transactions Paid in July 2026

Shire of Brookton - Bendigo Bank Mastercard – MIW

Direct Debit	Date	Description	Amount
DD9398.3	14.07.26	06.07.26 EVERLINK - SOFTWARE, SIM, DATA, 12 MONTHLY CHARGE	$399.78
		29.06.26 CARD FEES	$4.00
		TOTAL	**$403.78**

Shire of Brookton - Bendigo Bank Mastercard - MCC

Direct Debit	Date	Description	Amount
DD9398.2	14.07.26	29.06.26 CARD FEES	$4.00
		TOTAL	**$4.00**

Shire of Brookton - Bendigo Bank Mastercard - CEO

Direct Debit	Date	Description	Amount
DD9398.1	14.07.26	07.06.26 STARLINK - INTERNET CHARGES 06.06.26 - 06.07.26	$84.01
		07.06.26 STARLINK - INTERNET CHARGES 06.06.26 - 06.07.26	$84.01
		07.06.26 STARLINK - INTERNET CHARGES 06.06.26 - 06.07.26 WB EVA PAVILLION	$122.02
		07.06.26 STARLINK - INTERNET CHARGES 06.06.26 - 06.07.26 CESM VEHICLE	$80.00
		15.06.26 SINCH MESSAGE MEDIA - MONTHLY ACCESS FEE 01.06.26 - 30.06.26	$487.73
		22.06.26 DUNNINGS - CEO VEHICLE FUEL	$108.93
		25.06.26 NARROGIN BETTA HOME LIVING - TV, TV BRACKET, FRIDGE/FREEZER, MICROWAVE	$2,172.60
		29.06.26 CARD FEE	$4.00
		TOTAL	**$3,143.30**

List of Fuel Card Transactions Paid in July 2026

Shire of Brookton - Fuel card - CESM

EFT	Date	Description	Amount
EFT18639	30.07.26	03.03.26 63.85L @ $1.9149P/L	$122.27
		09.03.26 64.77L @ $2.2749P/L	$147.35
		10.03.26 55.93L @ $2.3149P/L	$129.47
		16.03.26 49.66L @ $2.7749P/L	$137.80
		18.03.26 58.47L @ $2.7749P/L	$162.25
		19.03.26 45.38L @ $2.8649P/L	$130.01
		19.03.26 49.63L @ $2.8649P/L	$142.18
		23.03.26 63.57L @ $2.9390P/L	$186.83
		25.03.26 62.10L @ $2.9749P/L	$ 184.74
		26.03.26 36.07L @ $2.9749P/L	$107.30
		30.03.26 34.56L @ $3.3249P/L	$114.91
		31.03.26 55.36L @ $3.3249P/L	$184.07
		11X CARD FEES & 2X DISTRIBUTOR CARDS	$9.68
		TOTAL	**$1,758.86**

Shire of Brookton - Fuel Card - MCC

EFT	Date	Description	Amount
EFT18639	30.07.26	04.03.26 38.65L @ $1.85P/L	$71.50
		07.03.26 23.49L @ $2.15P/L	$50.50
		08.03.26 17.23L @ $2.15P/L	$37.04
		09.03.26 34.83L @ $2.31P/L	$80.46
		12.03.26 25.11L @ $2.65P/L	$66.54
		15.03.26 22.26L @ $2.74P/L	$60.99
		21.03.26 29.63L @ $2.99P/L	$88.59
		26.03.26 47.36L @ $3.28P/L	$155.34
		30.03.26 35.09L @ $3.39P/L	$118.96
		9X CARD FEES	$3.42
		TOTAL	**$ 733.34**

Shire of Brookton - Fuel Card - CEO

EFT	Date	Description	Amount
EFT18639	30.07.26	22.03.26 44.21L @ $2.99P/L	$132.19
		1X CARD FEES	$0.38
		TOTAL	**$ 132.57**

Shire of Brookton - Fuel Card - MIW

EFT	Date	Description	Amount
EFT18639		10.03.26 47.95L @ $2.42P/L	$116.04
		10.03.26 35.48L @ $2.42P/L	$ 85.86
		23.03.26 44.98L @ $2.99P/L	$134.49
		3X CARD FEES	$1.14
		TOTAL	$337.53

14.08.26.02 STATEMENT OF FINANCIAL ACTIVITY FOR THE PERIOD ENDED JULY 2026

File No:	FIN007
Date of Meeting:	20 August 2026
Location/Address:	N/A
Name of Applicant:	Shire of Brookton
Name of Owner:	Shire of Brookton
Author/s:	Bob Waddell - Bob Waddell and Associates Pty Ltd
Authorising Officer:	Stuart Billingham - Manager Corporate & Community
Declaration of Interest:	The authors have no financial interest in this matter
Voting Requirements:	Simple Majority
Previous Report:	16 July 2026

Summary of Item:
Council is to consider the Statement of Financial Activity for the period ending 31st July 2026 with associated commentaries.

Description of Proposal:
The Statement of Financial Activity for the period ended 31st July 2026, as is included at Attachment 14.08.26.02A.

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

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

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

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

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

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

Any material variances that have an impact on the outcome of the budgeted closing surplus position are detailed in the Monthly Financial Report contained within attachment 14.08.26.02A.

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

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

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

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

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

OFFICER'S RECOMMENDATION

That Council, accordance with Section 6.4 of the Local Government Act 1995 and Regulation 34 of the Local Government (Financial Management) Regulations 1995, receives the Monthly Statements of Financial Activity for the Period Ended 31 July 2026, as included at Attachment 14.08.26.02A.

(Simple majority vote required)

OCM 08.26-07

COUNCIL RESOLUTION

Moved Cr Crouch Seconded Cr Andretta

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 July 2026, as included at Attachment 14.08.26.02A.

CARRIED BY SIMPLE MAJORITY VOTE 6/0

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

Attachment

Attachment 14.08.26.02A – Statement of Financial Activity for 31st July 2026.

Shire of Brookton
Growing the future

SHIRE OF BROOKTON

MONTHLY FINANCIAL REPORT
(Containing the Statement of Financial Activity)
FOR THE PERIOD ENDED 31 JULY 2026

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

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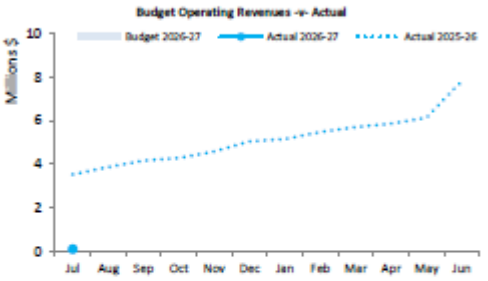
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MONTHLY FINANCIAL REPORT
FOR THE PERIOD ENDED 31 JULY 2026

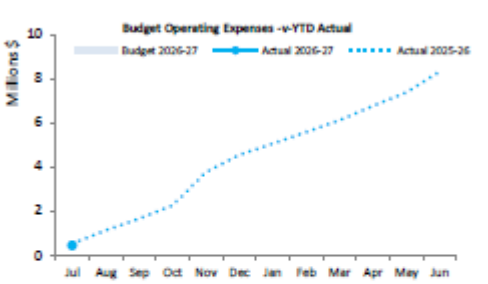
SUMMARY INFORMATION - GRAPHS

OPERATING ACTIVITIES

OPERATING REVENUE

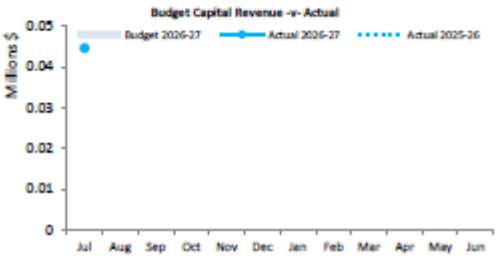


OPERATING EXPENSES

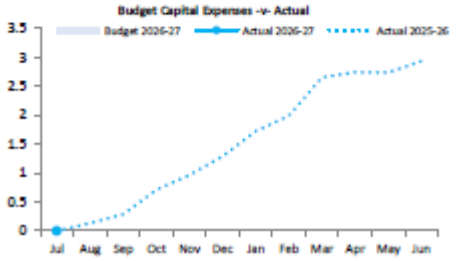


INVESTING ACTIVITIES

CAPITAL REVENUE

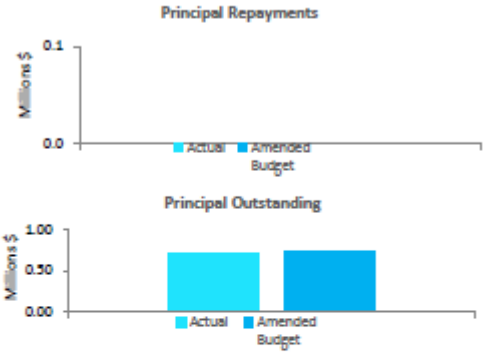


CAPITAL EXPENSES

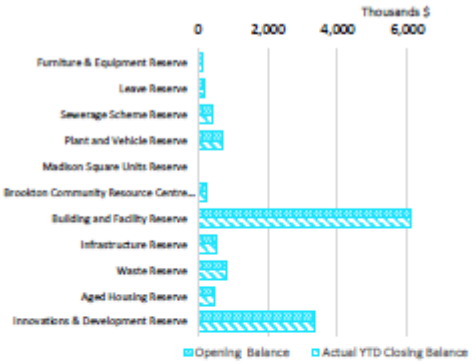


FINANCING ACTIVITIES

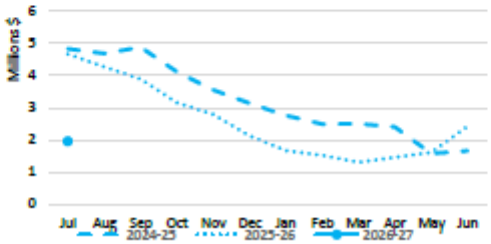
BORROWINGS



RESERVES



Closing funding surplus / (deficit)



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

EXECUTIVE SUMMARY

Funding surplus / (deficit) Components

Funding surplus / (deficit)

	Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. $ (b)-(a)
Opening	$0.00 M	$0.00 M	$2.43 M	$2.43 M
Closing	$0.00 M	$0.00 M	$1.95 M	$1.95 M

Refer to Statement of Financial Activity

Cash and cash equivalents

	$15.10 M	% of total
Unrestricted Cash	$2.11 M	14.0%
Restricted Cash	$12.99 M	86.0%

Refer to Note 2 - Cash and Financial Assets

Payables

	$0.15 M	% Outstanding
Trade Payables	$0.02 M	
0 to 30 Days		78.8%
Over 30 Days		17.1%
Over 90 Days		4.1%

Refer to Note 5 - Payables

Receivables

	$0.49 M	% Collected
Rates Receivable	$0.30 M	2.6%
Trade Receivable	$0.18 M	% Outstanding
Over 30 Days		3.5%
Over 90 Days		20%

Refer to Note 3 - Receivables

Key Operating Activities

Amount attributable to operating activities

Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. $ (b)-(a)
$0.00 M	$0.00 M	($0.34 M)	($0.34 M)

Refer to Statement of Financial Activity

Rates Revenue

YTD Actual	$0.00 M	% Variance
YTD Budget	$0.00 M	0.0%

Refer to Statement of Financial Activity

Grants, Subsidies and Contributions

YTD Actual	$0.05 M	% Variance
YTD Budget	$0.00 M	0.0%

Refer to Note 13 - Operating Grants and Contributions

Fees and Charges

YTD Actual	$0.04 M	% Variance
YTD Budget	$0.00 M	0.0%

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)
$0.00 M	$0.00 M	($0.14 M)	($0.14 M)

Refer to Statement of Financial Activity

Proceeds on sale

YTD Actual	$0.00 M	%
Adopted Budget	$0.00 M	

Refer to Note 7 - Disposal of Assets

Asset Acquisition

YTD Actual	$0.18 M	% Spent
Adopted Budget	$0.00 M	

Refer to Note 8 - Capital Acquisitions

Capital Grants and Contributions

YTD Actual	$0.04 M	% Received
Adopted Budget	$0.00 M	

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)
$0.00 M	$0.00 M	$0.00 M	$0.00 M

Refer to Statement of Financial Activity

Borrowings

Principal repayments	$0.00 M
Interest expense	$0.00 M
Principal due	$0.71 M

Refer to Note 9 - Borrowings

Reserves

Reserves balance	$12.99 M
Interest earned	$0.00 M

Refer to Note 11 - Cash Reserves

Lease Liability

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

Refer to Note 10 - Lease Liabilites

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

KEY TERMS AND DESCRIPTIONS
FOR THE PERIOD ENDED 31 JULY 2026

NATURE DESCRIPTIONS

REVENUE

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

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

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

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

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

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

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

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

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

EXPENSES

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

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

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

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

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

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

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

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

STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 JULY 2026

BY NATURE

	Ref Note	Adopted Budget (a)	Amended Budget	YTD Budget (b)	YTD Actual (c)	Variance $ (c) - (b)	Variance % ((c) - (b))/(b)	Var.
		$	$	$	$	$	%	
OPERATING ACTIVITIES								
Revenue from operating activities								
Rates		0	0	0	**0**	0	0.00%	
Grants, subsidies and contributions	13	0	0	0	**53,663**	53,663	0.00%	▲
Fees and charges		0	0	0	**41,303**	41,303	0.00%	▲
Service charges		0	0	0	**0**	0	0.00%	
Interest revenue		0	0	0	**2,207**	2,207	0.00%	
Other revenue		0	0	0	**7,389**	7,389	0.00%	
Profit on disposal of assets	7	0	0	0	**0**	0	0.00%	
Gain on LG house Trust - Non cash		0	0	0	**0**			
		0	**0**	**0**	**104,562**	104,562	0.00%	
Expenditure from operating activities								
Employee costs		0	0	0	**(213,619)**	(213,619)	0.00%	▼
Materials and contracts		0	0	0	**(116,819)**	(116,819)	0.00%	▼
Utility charges		0	0	0	**9,846**	9,846	0.00%	
Depreciation		0	0	0	**0**	0	0.00%	
Finance costs		0	0	0	**0**	0	0.00%	
Insurance expenses		0	0	0	**(117,910)**	(117,910)	0.00%	▼
Other expenditure		0	0	0	**(3,570)**	(3,570)	0.00%	
Loss on disposal of assets	7	0	0	0	**0**	0	0.00%	
Loss on LG house Trust - Non cash		0	0	0	**0**	0	0.00%	
		0	**0**	**0**	**(442,073)**	(442,073)	0.00%	
Non-cash amounts excluded from operating activities	1(a)	0	0	0	**0**	0	0.00%	
Amount attributable to operating activities		**0**	**0**	**0**	**(337,512)**	(337,512)	0.00%	
INVESTING ACTIVITIES								
Inflows from investing activities								
Proceeds from capital grants, subsidies and contributions	14	0	0	0	**44,695**	44,695	0.00%	▲
Proceeds from disposal of assets	7	0	0	0	**0**	0	0.00%	
Proceeds from financial assets at amortised cost - self supporting loans	9	0	0	0	**0**	0	0.00%	
		0	**0**	**0**	**44,695**	44,695	0.00%	▲
Outflows from investing activities								
Payments for inventories, property, plant and equipment and infrastructure	8	0	0	0	**(179,738)**	(179,738)	0.00%	▼
Payments for financial assets at amortised cost - self supporting loans	9	0	0	0	**0**	0	0.00%	
		0	0	0	**(179,738)**	(179,738)	0.00%	▼
		0	**0**	**0**	**(135,043)**	(135,043)	0.00%	▼
Non-cash amounts excluded from investing activities	1(a)	0	0	0	**0**	0	0.00%	
Amount attributable to investing activities		**0**	**0**	**0**	**(135,043)**	(135,043)	0.00%	▼
FINANCING ACTIVITIES								
Inflows from financing activities								
Proceeds from new debentures	9	0	0	0	**0**	0	0.00%	
Transfer from reserves	11	0	0	0	**0**	0	0.00%	
Transfer from Restricted Cash - Other						0	0.00%	
		0	**0**	**0**	**0**	0	0.00%	
Outflows from financing activities								
Repayment of borrowings	9	0	0	0	**0**	0	0.00%	
Payments for principal portion of lease liabilities	10	0	0	0	**0**	0	0.00%	
Transfer to reserves	11	0	0	0	**0**	0	0.00%	
Transfer to Restricted Cash - Other						0	0.00%	
		0	0	0	**0**	0	0.00%	
Amount attributable to financing activities		**0**	**0**	**0**	**0**	0	0.00%	
MOVEMENT IN SURPLUS OR DEFICIT								
Net current assets at start of financial year - surplus/(deficit)	1(b)	0	0	0	**2,425,380**	2,425,380	0.00%	▲
Amount attributable to operating activities		0	0	0	**(337,512)**	(337,512)	0.00%	▼
Amount attributable to investing activities		0	0	0	**(135,043)**	(135,043)	0.00%	▼
Amount attributable to financing activities		0	0	0	**0**	0	0.00%	
Net current assets at end of financial year - surplus/(deficit)	1(b)	**0**	**0**	**0**	**1,952,826**	1,952,826	0.00%	▲

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.

STATUTORY REPORTING PROGRAMS

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

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

STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 JULY 2026

BY PROGRAM

	Note	Adopted Annual Budget	Amended Annual Budget (d)	YTD Budget (a)	YTD Actual (b)	Var. $ (b)-(a)	Var. % (b)-(a)/(a)	Var. ▲▼	Significant Var. S
		$	$	$	$	$	%		
OPERATING ACTIVITIES									
Revenue from operating activities									
Governance		0	0	0	30	30		▲	
General Purpose Funding - Rates	6	0	0	0	0	0			
General Purpose Funding - Other		0	0	0	2,559	2,559		▲	
Law, Order and Public Safety		0	0	0	26,474	26,474		▲	S
Health		0	0	0	22	22		▲	
Education and Welfare		0	0	0	7,200	7,200		▲	
Housing		0	0	0	13,884	13,884		▲	S
Community Amenities		0	0	0	381	381		▲	
Recreation and Culture		0	0	0	2,560	2,560		▲	
Transport		0	0	0	0	0			
Economic Services		0	0	0	51,453	51,453		▲	S
Other Property and Services		0	0	0	0	0			
		0	0	0	104,562	104,562		▲	
Expenditure from operating activities									
Governance		0	0	0	(183,417)	(183,417)		▼	S
General Purpose Funding		0	0	0	(301)	(301)		▼	
Law, Order and Public Safety		0	0	0	(29,207)	(29,207)		▼	S
Health		0	0	0	(1,431)	(1,431)		▼	
Education and Welfare		0	0	0	(1,867)	(1,867)		▼	
Housing		0	0	0	(5,727)	(5,727)		▼	
Community Amenities		0	0	0	(26,506)	(26,506)		▼	S
Recreation and Culture		0	0	0	(26,432)	(26,432)		▼	S
Transport		0	0	0	(150,499)	(150,499)		▼	S
Economic Services		0	0	0	(27,565)	(27,565)		▼	S
Other Property and Services		0	0	0	10,879	10,879		▲	S
		0	0	0	(442,073)	(442,073)		▼	
Non-cash amounts excluded from operating activities	1(a)	0	0	0	0	0	0.00%		
Amount attributable to operating activities		0	0	0	(337,512)	(337,512)	0.00%		
INVESTING ACTIVITIES									
Inflows from investing activities									
Proceeds from capital grants, subsidies and contributions	14	0	0	0	44,695	44,695		▲	S
Proceeds from Disposal of Assets	7	0	0	0	0	0			
Proceeds from financial assets at amortised cost - self supporting loans	9	0	0	0	0	0			
		0	0	0	44,695	44,695		▲	
Outflows from investing activities									
Payments for inventories, property, plant and equipment and infrastructure	8	0	0	0	(179,738)	(179,738)		▼	S
		0	0	0	(179,738)	(179,738)		▼	
Amount attributable to investing activities		0	0	0	(135,043)	(135,043)		▼	
FINANCING ACTIVITIES									
Inflows from financing activities									
Transfer from Reserves	11	0	0	0	0	0			
		0	0	0	0	0			
Outflows from financing activities									
Repayment of borrowings	9	0	0	0	0	0			
Payments for principal portion of lease liabilities	10	0	0	0	0	0			
Transfer to Reserves	11	0	0	0	0	0			
		0	0	0	0	0			
Amount attributable to financing activities		0	0	0	0	0			
MOVEMENT IN SURPLUS OR DEFICIT									
Net current assets at start of financial year - surplus/(deficit)	1	0	0	0	2,425,380	2,425,380		▲	S
Amount attributable to operating activities		0	0	0	(337,512)	(337,512)	0.00%	▼	
Amount attributable to investing activities		0	0	0	(135,043)	(135,043)	0.00%	▼	
Amount attributable to financing activities		0	0	0	0	0	0.00%		
Net current assets at end of financial year - surplus/(deficit)	1	0	0	0	1,952,826	1,952,826	0.00%	▲	

KEY INFORMATION
▲▼ Indicates a variance between Year to Date (YTD) Budget and YTD Actual data as per the adopted materiality threshold.
Refer to Note 17 for an explanation of the reasons for the variance.
The material variance adopted by Council for the 2025/26 year is $10,000 and 10%.

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

BASIS OF PREPARATION

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 July 2026

NOTE 1
STATEMENT OF FINANCIAL ACTIVITY INFORMATION

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

The following current assets and liabilities have been excluded from the net current assets used in the Statement of Financial Activity in accordance with *Financial Management Regulation 32* to agree to the surplus/(deficit) after imposition of general rates.		Adopted Budget Opening 30 June 2026	Amended Budget Opening 30 June 2026	Last Year Closing 30 June 2026	Year to Date 31 July 2026
Adjustments to net current assets					
Less: Reserves - restricted cash	11	0	0	(12,989,417)	**(12,989,417)**
Less: - Financial assets at amortised cost - self supporting loans	4	0	0	(34,355)	**(34,355)**
Add: Borrowings	9	0	0	171,874	**171,874**
Add: Lease liabilities	10	0	0	1,677	**1,677**
Total adjustments to net current assets		**0**	**0**	**(12,850,221)**	**(12,850,221)**
(b) Net current assets used in the Statement of Financial Activity					
Current assets					
Cash and cash equivalents	2	0	0	2,639,462	**4,435,644**
Financial assets at amortised cost	4	0	0	12,989,417	**10,663,519**
Rates receivables	3	0	0	241,461	**233,391**
Receivables	3	0	0	242,293	**182,201**
Other current assets	4	0	0	101,416	**100,217**
Less: Current liabilities					
Payables	5	0	0	(236,442)	**(154,614)**
Borrowings	9	0	0	(171,874)	**(171,874)**
Contract liabilities	12	0	0	(126,227)	**(81,533)**
Lease liabilities	10	0	0	(1,677)	**(1,677)**
Provisions	12	0	0	(402,228)	**(402,228)**
Less: Total adjustments to net current assets	1(a)	0	0	(12,850,221)	**(12,850,221)**
Closing funding surplus / (deficit)		**0**	**0**	**2,425,380**	**1,952,826**

CURRENT AND NON-CURRENT CLASSIFICATION

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

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD ENDED 31 JULY 2026

NOTE 1

STATEMENT OF FINANCIAL ACTIVITY INFORMATION (ALTERNATE PRESENTATION)

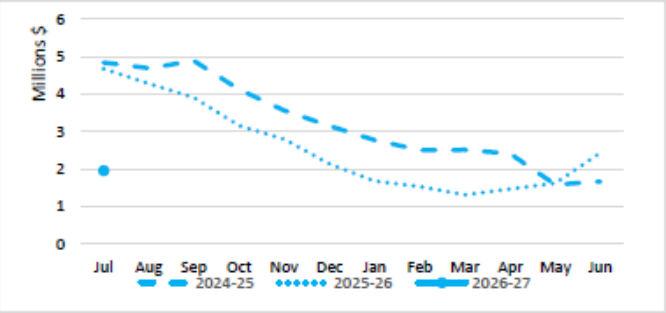
Adjusted Net Current Assets	Note	Last Years Closing 30/06/2026	This Time Last Year 31/07/2025	Year to Date Actual 31/07/2026
		$	$	$
Current Assets				
Cash Unrestricted	2	2,639,462	1,657,708	2,109,746
Cash Restricted - Reserves	2	12,989,417	12,600,298	12,989,417
Receivables - Rates	3	241,461	3,656,083	233,391
Receivables - Other	3	242,293	315,639	182,201
Other Financial Assets	4	34,355	32,086	34,355
Inventories	4	65,862	58,653	65,862
		16,214,049	**18,320,467**	15,614,972
Less: Current Liabilities				
Payables	5	(215,742)	(478,603)	(132,072)
Contract Liabilities/Capital Grant and Contribution Liabilities	12	(126,227)	(144,822)	(81,533)
Bonds & Deposits	5	(20,700)	(18,880)	(22,541)
Loan and Lease Liability	9	(173,551)	(223,942)	(173,551)
Provisions	12	(402,228)	(372,824)	(402,228)
		(938,447)	**(1,239,071)**	(811,925)
Less: Cash Reserves	11	(12,989,417)	(12,600,298)	(12,989,417)
Add Back: Loan and Lease Liability		173,551	223,942	173,551
Less : Loan Receivable - clubs/institutions		(34,355)	(32,086)	(34,355)
Net Current Funding Position		**2,425,380**	**4,672,954**	1,952,826

SIGNIFICANT ACCOUNTING POLICIES

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

KEY INFORMATION

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



This Year YTD
Surplus(Deficit)
$1.95 M

Last Year YTD
Surplus(Deficit)
$4.67 M

OPERATING ACTIVITIES
NOTE 2
CASH AND FINANCIAL ASSETS

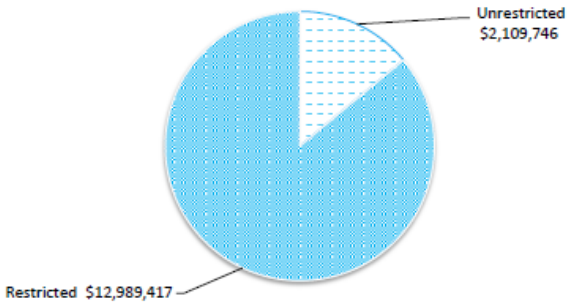
Description	Classification	Unrestricted	Restricted	Total Cash	Trust	Institution	Interest Rate	Maturity Date
		$	$	$	$			
Cash on hand								
Cash Floats	Cash and cash equivalents	550		550		N/A	NIL	On hand
At Call Deposits								
Municipal Cash At Bank	Cash and cash equivalents	246,265		246,265		Bendigo	0.00%	N/A
Municipal Cash At Bank (Cash Management A/C)	Cash and cash equivalents	1,341,823		1,341,823		Bendigo	1.25%	N/A
Municipal Term Deposit	Cash and cash equivalents	500,000		500,000		WATC	3.55%	OCD
Bond Cash At Bank	Cash and cash equivalents	21,108		21,108		Bendigo	0.00%	N/A
Term Deposits								
Reserves Cash At Bank	Cash and cash equivalents		2,325,899	2,325,899		Bendigo	3.00%	20/09/2026
Reserves Cash At Bank	Financial assets at amortised cost		10,663,519	10,663,519		WATC	4.7261%	15/12/2026
Total		**2,109,746**	**12,989,417**	15,099,163	**0**			
Comprising								
Cash and cash equivalents		2,109,746	2,325,898	**4,435,644**	0			
Financial assets at amortised cost		0	10,663,519	**10,663,519**	0			
		2,109,746	**12,989,417**	15,099,163	**0**			

KEY INFORMATION

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

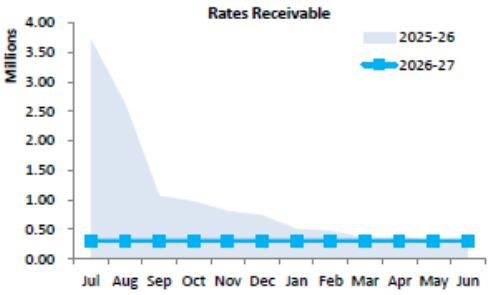
The local government classifies financial assets at amortised cost if both of the following criteria are met:
- the asset is held within a business model whose objective is to collect the contractual cashflows, and
- the contractual terms give rise to cash flows that are solely payments of principal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

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



OPERATING ACTIVITIES
NOTE 3
RECEIVABLES

Rates receivable	30 Jun 2026	31 Jul 2026
	$	$
Opening arrears previous years	221,097	313,061
Levied this year	3,502,934	0
Less - collections to date	(3,410,970)	(8,069)
Gross rates collectable	313,061	304,992
Net rates collectable	**313,061**	**304,992**
% Collected	91.6%	2.6%



Receivables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	$	$	$	$	$	$
Receivables - general	(108)	46,611	2,155	12	12,198	60,868
Percentage	(0.2%)	76.6%	3.5%	0%	20%	
Balance per trial balance						
Sundry receivable						60,868
GST receivable						45,730
Other Receivables						20,241
Receivable - Employee Related Provisions - Current						55,361
Total receivables general outstanding						182,201

Amounts shown above include GST (where applicable)

KEY INFORMATION

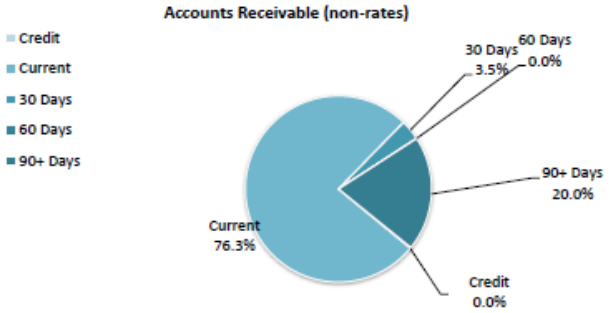
Trade and other receivables include amounts due from ratepayers for unpaid rates and service charges and other amounts due from third parties for goods sold and services performed in the ordinary course of business.

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

Classification and subsequent measurement

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

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



OPERATING ACTIVITIES
NOTE 4
OTHER CURRENT ASSETS

Other current assets	Opening Balance 1 July 2026	Asset Increase	Asset Reduction	Closing Balance 31 July 2026
	$	$	$	$
Other financial assets at amortised cost				
Financial assets at amortised cost - self supporting loans	34,355	0	0	34,355
Inventory				
Fuel and materials (including gravel)	65,862	0	0	65,862
Accrued income/prepayments	1,199	0	(1,199)	0
Total other current assets	**101,416**	**0**	**(1,199)**	**100,217**
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.

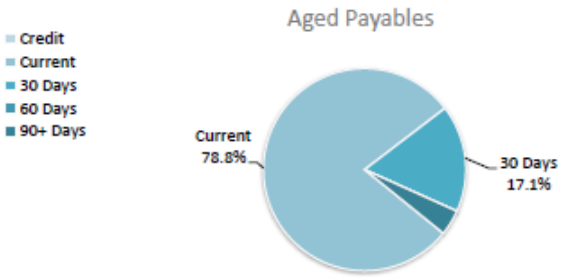
OPERATING ACTIVITIES
NOTE 5
PAYABLES

Payables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	$	$	$	$	$	$
Payables - general	0	19,475	4,237	0	1,011	24,723
Percentage	0%	78.8%	17.1%	0%	4.1%	
Balance per trial balance						
Sundry creditors						24,723
Other creditors						(695)
ATO liabilities						7,794
Payroll creditors						43,504
Bonds and deposits held						22,541
Prepaid (Excess) Rates						44,342
Total payables general outstanding						154,614

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 JULY 2026

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	0.00000	0	0	0	0	0	0	0	0	0	0
Industrial	0.00000	0	0	0	0	0	0	0	0	0	0
Commercial	0.00000	0	0	0	0	0	0	0	0	0	0
GRV	0.00000	0	0	0	0	0	0	0	0	0	0
Unimproved value											
Unimproved	0.00000	0	0	0	0	0	0	0	0	0	0
Sub-Total		0	0	0	0	0	0	0	0	0	0
Minimum payment	**Minimum $**										
Residential	0	0	0	0	0	0	0	0	0	0	0
Industrial	0	0	0	0	0	0	0	0	0	0	0
Commercial	0	0	0	0	0	0	0	0	0	0	0
GRV	0	0	0	0	0	0	0	0	0	0	0
Unimproved	0	0	0	0	0	0	0	0			0
Sub-total		0	0	0	0	0	0	0	0	0	0
		0	0	0	0	0	0	0	0	0	0
Amount from general rates							0				0
Sewerage - GRV - Rate in Dollar	0	0	0	0			0	0	0	0	0
Sewerage Rates Minimium	0	0	0	0			0	0	0	0	0
Ex-gratia rates (CBH)	Tonnage	0		0			0				0
Total general rates							0		0	0	0
Total		0					0				0

KEY INFORMATION

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

OPERATING ACTIVITIES
NOTE 7
DISPOSAL OF ASSETS

The Shire has no asset disposals to report as at 31 July 2026

INVESTING ACTIVITIES
NOTE 8
CAPITAL ACQUISITIONS

Capital acquisitions	Adopted Budget	Amended Budget	YTD Budget	YTD Actual	YTD Actual Variance
	$	$	$	$	$
Buildings	0	0	0	179,726	179,726
Furniture and equipment	0	0	0	11	11
Payments for Capital Acquisitions	**0**	**0**	**0**	**179,738**	**179,738**
Capital Acquisitions Funded By:					
	$	$	$	$	$
Capital grants and contributions	0	0	(50,614)	44,695	95,309
Other (disposals & C/Fwd)	0	0	0	0	0
Contribution - operations	0	0	50,614	135,043	84,429
Capital funding total	**0**	**0**	**0**	**179,738**	**179,738**

SIGNIFICANT ACCOUNTING POLICIES

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

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

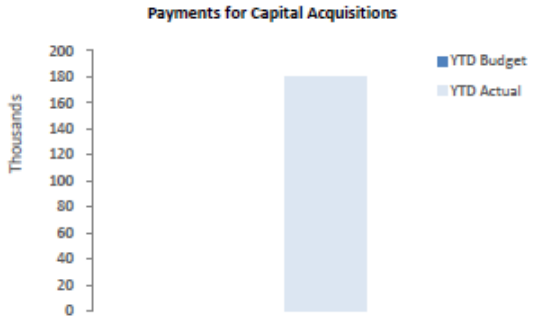
Where multiple individual low value assets are purchased together as part of a larger asset or collectively forming a larger asset exceeding the threshold, the individual assets are recognised as one asset and capitalised.

Initial recognition and measurement for assets held at cost

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

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

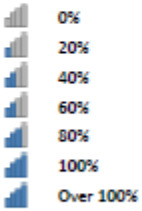
In relation to this initial measurement, cost is determined as the fair value of the assets given as consideration plus costs incidental to the acquisition. For assets acquired at zero cost or otherwise significantly less than fair value, cost is determined as fair value at the date of acquisition. The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



INVESTING ACTIVITIES
NOTE 8
CAPITAL ACQUISITIONS (CONTINUED)

Capital expenditure total

Level of completion indicators



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

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

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

	Account Number	Job Number	Balance Sheet Category	Account/Job Description	Adopted Budget	Amended Budget	YTD Budget	YTD Actual	Variance (Under)/Over
					$	$	$	$	$
	Buildings								
	Total - Governance				0	0	0	0	0
	Recreation And Culture								
	E115510	RWSTCAP	9230	RAILWAY STATION BUILDING REFURBISHMENT	0	0	0	(179,726)	179,726
	Total - Recreation And Culture				0	0	0	(179,726)	179,726
					0	0	0	0	0
	Total - Buildings				0	0	0	(179,726)	179,726
	Community Amenities								
	Total - Community Amenities				0	0	0	0	0
	Furniture & Equipment								
	Recreation & Culture								
	E115520	ARTCAP	9232	ARTWORK - PUBLIC AND VISUAL	0	0	0	(11)	11
	Total - Recreation & Culture				0	0	0	(11)	11
	Total - Furniture & Equipment				0	0	0	(11)	11
	Transport								
#DIV/0!	**Grand Total**				0	0	0	(179,738)	179,738

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 JULY 2026

FINANCING ACTIVITIES
NOTE 9
BORROWINGS

Repayments - borrowings

Information on borrowings			New Loans			Principal Repayments			Principal Outstanding			Interest Repayments		
Particulars	Loan No.	1 July 2026	Actual	Adopted Budget	Amended Budget	Actual	Adopted Budget	Amended Budget	Actual	Adopted Budget	Amended Budget	Actual	Adopted Budget	Amended Budget
		$	$	$	$	$	$	$	$	$	$	$	$	$
Community amenities														
Effluent Loan	83	526,080	0	0	0	0	0	0	526,080	526,080	526,080	0	0	0
Recreation and culture														
Sport & Recreation	81	130,385		0	0	0	0	0	130,385	130,385	130,385	0	0	0
		656,465	0	0	0	0	0	0	656,465	656,465	656,465	0	0	0
Self supporting loans														
General purpose funding														
Country Club	82	52,432		0	0	0	0	0	52,432	84,517	84,517	0	0	0
		52,432	0	0	0	0	0	0	52,432	84,517	84,517	0	0	0
Total		708,898	0	0	0	0	0	0	708,897.80	740,982	740,982	0	0	0
Current borrowings		171,874							171,874					
Non-current borrowings		537,024							537,024					
		708,898							708,898					

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

Unspent borrowings

Particulars	Date Borrowed	Unspent Balance 2026	Borrowed During Year	Expended During Year	Unspent Balance 31 July 2026
		$	$	$	$
Effluent Loan	2/09/2024	61,500	0	0	61,500
		61,500	0	0	61,500

KEY INFORMATION

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

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

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 JULY 2026

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 2026	Actual	Adopted Budget	Amended Budget	Actual	Adopted Budget	Amended Budget	Actual	Adopted Budget	Amended Budget	Actual	Adopted Budget	Amended Budget
		$	$	$	$	$	$	$	$	$	$	$	$	$
Community amenities														
Re-Use Water Dam	LE-03	15,847	0	0	0	0	0	0	15,847	15,847	15,847	0	0	0
Total		15,847	0	0	0	0	0	0	15,847	15,847	15,847	0	0	0
Current lease liabilities		1,677							1,677					
Non-current lease liabilities		14,170							14,170					
		15,847							15,847					

All lease repayments were financed by general purpose revenue.

KEY INFORMATION

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

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

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 JULY 2026

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	155,341	0	0	0	0	0	0	155,341	155,341
Leave Reserve	165,293	0	0	0	0	0	0	165,293	165,293
Sewerage Scheme Reserve	404,321	0	0	0	0	0	0	404,321	404,321
Plant and Vehicle Reserve	683,483	0	0	0	0	0	0	683,483	683,483
Madison Square Units Reserve	37,384	0	0	0	0	0	0	37,384	37,384
Brookton Community Resource Centre R	250,368	0	0	0	0	0	0	250,368	250,368
Building and Facility Reserve	6,073,350	0	0	0	0	0	0	6,073,350	6,073,350
Infrastructure Reserve	535,864	0	0	0	0	0	0	535,864	535,864
Waste Reserve	841,675	0	0	0	0	0	0	841,675	841,675
Aged Housing Reserve	479,422	0	0	0	0	0	0	479,422	479,422
Innovations & Development Reserve	3,362,915	0	0	0	0	0	0	3,362,915	3,362,915
	12,989,417	0	0	0	0	0	0	12,989,417	12,989,417

OPERATING ACTIVITIES
NOTE 12
OTHER CURRENT LIABILITIES

Other current liabilities	Note	Opening Balance 1 July 2026	Liability Increase	Liability Reduction	Closing Balance 31 Jul 2026
		$	$	$	$
Other liabilities					
- Contract liabilities		50,614	0	0	50,614
- Capital grant/contribution liabilities		75,614	0	(44,695)	30,919
Total other liabilities		126,227	0	(44,695)	81,533
Employee Related Provisions					
Annual leave		175,646	0	0	175,646
Long service leave		184,456	0	0	184,456
Provision for long service leave oncosts - Current		16,615	0	0	16,615
Provision for annual leave oncosts - Current		25,511	0	0	25,511
Total Employee Related Provisions		402,228	0	0	402,228
Total other current assets		528,455	0	(44,695)	483,760

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 JULY 2026

NOTE 13
GRANTS, SUBSIDIES AND CONTRIBUTIONS

Provider	Unspent grant, subsidies and contributions liability				Grants, subsidies and contributions revenue			
	Liability 1 July 2026	Increase in Liability	Liability Reduction (As revenue)	Current Liability 31 Jul 2026	Adopted Budget Revenue	Adopted YTD Budget	Amended Annual Budget	YTD Revenue Actual
	$	$	$	$	$	$	$	$
Law, order, public safety	0					0		
DFES Grant - ESL operating Grant	0	0	0	0	0	0	0	21,404
Economic services	0			0				
Grant Revenue - End of Life Planning Capacity	614	0	0	614	0	0	0	0
CRC Operating Grant Revenue	0	0	0	0	0	0	0	32,259
DPIRD Regional Traineeship Program Funding	50,000	0	0	50,000	0	0	0	0
	50,614	0	0	50,614	0	0	0	53,663

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 JULY 2026

NOTE 14
CAPITAL GRANTS, SUBSIDIES AND CONTRIBUTIONS

Provider	Capital grant/contribution liabilities				Capital grants, subsidies and contributions revenue			
	Liability 1 July 2026	Increase in Liability	Liability Reduction (As revenue)	Current Liability 31 Jul 2026	Adopted Budget Revenue	Adopted YTD Budget	Amended Annual Budget	YTD Revenue Actual
	$	$	$	$	$	$	$	$
Capital grants and subsidies								
WBDC & BPFS - Railway Station Building Refurbishment	44,695	0	(44,695)	0	0	0	0	44,695
Transport								
WSFN 2 - Dangin-Mears Road - Income - 2023/24	30,919	0	0	30,919	0	0	0	0
	75,614	0	(44,695)	30,919	0	0	0	44,695

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 JULY 2026

NOTE 15
BONDS & DEPOSITS AND TRUST FUNDS

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

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

Description	Opening Balance 1 July 2026	Amount Received	Amount Paid	Closing Balance 31 Jul 2026
	$	$	$	$
Restricted Cash - Bonds and Deposits				
Bus Bonds	1,750	350	0	2,100
Facility Hire Bonds	9,000	508	(500)	9,008
Gym Bonds	9,650	350	0	10,000
Other Bonds	300	0	(300)	0
Sub-Total	20,700	1,208	(800)	21,108
	20,700	1,208	(800)	21,108

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 JULY 2026

NOTE 16
BUDGET AMENDMENTS

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

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

NOTE 17
EXPLANATION OF MATERIAL VARIANCES

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

				Explanation of positive variances		Explanation of negative variances	
Nature or type	Var. $	Var. %		Timing	Permanent	Timing	Permanent
	$	%					
Net current assets at start of financial year - surplus/(de	2,425,380	0.00%	▲	Budget has not yet been adopted for 2026/27			
Revenue from operating activities							
Grants, subsidies and contributions	53,663	0.00%	▲	ESL operating grant revenue and CRC operating grant revenue received prior to budget adoption.			
Fees and charges	41,303	0.00%	▲	Various fees and charges revenue received prior to budget adoption.			
Expenditure from operating activities							
Employee costs	(213,619)	0.00%	▼			Salaries & Wages expenditure incurred prior to budget adoption.	
Materials and contracts	(116,819)	0.00%	▼			Materials and Contract expenditure incurred prior to budget adoption.	
Insurance expenses	(117,910)	0.00%	▼			Insurance premium expenditure incurred prior to budget adoption.	
Investing activities							
Proceeds from capital grants, subsidies and contributions	44,695	0.00%	▲	Variance due to Accounting Standard AASB15 and AASB1058 recognition of revenue occurring prior to budget adoption.			
Payments for inventories, property, plant and equipment and infrastructure	(179,738)	0.00%	▼			The variance relates to capital projects expenditure incurred prior to budget adoption (Refer to Note 8 for details)	

14.08.26.03 ADOPTION OF 2026/2027 BUDGET AND AMENDED FEES AND CHARGES

File No:	FIN007
Date of Meeting:	20 August 2026
Location/Address:	N/A
Name of Applicant:	Shire of Brookton
Name of Owner:	Shire of Brookton
Author/s:	Stuart Billingham - Manager Corporate & Community
Authorising Officer:	Gary Sherry – Chief Executive Officer
Declaration of Interest:	The authors have no financial interest in this matter
Voting Requirements:	Absolute Majority
Previous Report:	N/A

Summary of Item:
Council is to consider formal adoption of their 2026/27 Budget, including imposition of rates and minimum payments and adoption of amended fees and charges.

Description of Proposal:
The draft 2026/27 Budget, included at Attachment 14.08.26.03A under separate cover, includes:

- A total rate revenue increase of 6% in line with the Strategic Resource Plan;
- Fees and Charges have been increased by 3.50% (rounded). The list of Fees and Charges is included at attachment 14.08.26.03B.

Council has previously considered the 2026/27 Fees and Charges but Attachment 14.08.26.03B. includes the following amended charges:

Schedule 10 – Community Amenities	Comment	Statutory/Council	GST	26/27 Fee
Specified Area Rates - Sewerage Rate - Brookton Sewerage Scheme – Minimum (Charged under the Health (Miscellaneous Provisions) Act 1911)		Council	OOS*	$775.00
Specified Area Rates - Sewerage Rate - Brookton Sewerage Scheme Calculated Rate-in-Dollar Charge - GRV (Charged under the Health (Miscellaneous Provisions) Act 1911		Council	OOS*	5.7357
Section 106 of Health (Miscellaneous Provisions) Act 1911, the following service charges (i.e., pan charge) are to be levied on properties that hold a rate exemption status under section 6.26 (2) of the Local Government Act 1995, in lieu of a sewerage charge.				
Pedestal (The base structure supporting a toilet bowl, connected to the sewer for waste disposal)	Per Unit	Council	OOS*	$250.00
Water Closet (A flush toilet unit that discharges waste into the sewerage system)	Per Unit	Council	OOS*	$250.00
Slophopper/Cleaners Sink (A fixture used for disposing of dirty water or waste from cleaning,	Per Unit	Council	OOS*	$250.00

connected to the sewerage system)				
Universal Rundle (U.R.C) (A floor drain or gully trap that collects wastewater from various sources and directs it to the sewerage system)	Per Unit	Council	OOS*	$250.00
Schedule 13 – Economic Services	**Comment**	**Statutory/Council**	**GST**	**26/27 Fee**
Caravan Park - Booking and invoice fee		Council	$0.91	$10.00
Advertising - External community groups - An external community group is any group located outside of the Shire of Brookton	Max 2 Pages Colour	Council	$9.73	$110.00
Printing & Administration Services - Photo paper	A4	Council	$0.27	$3.00
CRC Membership - Individual personal membership	Annual Digital Telegraph Subscription, 10% discount Brookton CRC Fees & Charges & exclusive membership events		$0.45	$5.00

*OOS: Out of Scope – not subject to GST

- Waste management charges, including refuse site rates have increased by 3.50% and waste and recycling collection charges have increased by 3.50% and are itemised in the draft budget;
- Sewerage Rates have increased by 6.00%;
- A capital works program totalling $6,163,393 for investment in infrastructure, land and buildings, plant and equipment, furniture and equipment and infrastructure. A breakdown of the capital works program is included at Attachment 14.08.26.03C.

In 2026/27 expenditure on building and road infrastructure are Council's major capital investment. Council's investment included in the draft 2026/27 Budget includes $2,667,224 in buildings and $2,535,403 in road projects.

Council will receive $2,277,426 grant funding for roads and buildings including:

Funding Source	Amount	Project
Department of Infrastructure, Transport, Regional Development, Communications, Sport and the Arts	$44,695	Railway Station Refurbishment
Regional Road Group (RRG)	$1,270,000	York Williams Road
Regional Road Group (RRG)	$562,391	Brookton Kweda Road
Roads to Recovery (R2R)	$85,800	Robinson Road
Roads to Recovery (R2R)	$179,028	Avon Bank and Koorrnong Drive
Roads to Recovery (R2R)	$135,512	Wills Road

- Asset disposals totalling $54,996 in written down value. The draft 2026/27 Budget

anticipates a combined loss on the sale of this asset of $34,996. A breakdown of the asset disposals is included at Attachment 14.08.26.03D;

- An estimated surplus of $2,424,108 brought forward from 30 June 2026. This surplus includes funds received in 2025/26 that are intended for expenditure in 2026/27 and $1,312,664 prepayment of Federal Financial Grants contributing to this surplus. The estimated surplus is unaudited and may change. Any change will be addressed as part of a future budget review.

- Regulation 34(5) of the *Local Government (Financial Management) Regulations 1996* requires that Council adopt a percentage or value to be used in statements of financial activity for reporting material variances against the adopted Budget. It is recommended that Council adopt a definition of significant (material) variances of $10,000 or 10% (whichever the greater) as promoted by this regulation. In addition, the material variance limit should be applied to the total revenue and expenditure for each Nature and Program classification and capital income and expenditure in the Statement of Financial Activity.

Background:
Council is required to formally adopt an annual budget to guide the functions and operations of the local government and enable it to raise revenue and deliver services to the community.

Consultation:
While no specific consultation has occurred on the draft 2026/27 budget, community consultation and engagement has previously occurred during development of the Strategic Community Plan from which the Corporate Business Plan was developed.

Extensive internal consultation has occurred between all Divisions and through briefings and workshops with elected members.

Statutory Environment:
The draft 2026/27 Budget document contains a number of items that require adoption by Council under the *Local Government Act 1995*. They include:

1. As per Section 6.32 (1) of the *Local Government Act 1995*, Rates and Minimum Rates to be levied on all rateable property be as follows:

Valuation	Rate cents/dollar	Minimum Rate $
Gross Rental Value	7.6516	1,055
Unimproved Value	0.5010	1763

2. Section 6.35 (5) of the *Local Government Act 1995* requires that the Minister for Local Government's approval be sought for the imposing differential general rates, for a minimum payment where the number of separately rated properties in the district on which a minimum payment is imposed is greater than 50%. This is not applicable to the Shire of Brookton in 2026/27;

3. Section 6.45 of the *Local Government Act 1995* allows a 5.5% interest charge to be levied on rates instalments, Deferred Pensioners Rates excluded;

4. Section 6.45 of the *Local Government Act 1995* allows an administration charge of $10 to be levied for the second and each of the subsequent rate's instalments;

5. Section 6.51 of the *Local Government Act 1995* allows a 7% interest charge to be levied on all overdue rates outstanding, Deferred Pensioners' Rates excluded;

6. Section 6.32 (1) of the *Local Government Act allows* the Schedule of Rents, Leases and Charges as detailed in the budget document;

7. Section 67 of the *Waste Avoidance and Resource Recovery Act 2007* (WARR Act) provides for a local government to arrange for the proper disposal of waste, by making an annual charge per waste receptacle.

8. Section 66 of the *Waste Avoidance and Resource Recovery* (*WARR) Act 2007* provides for local governments to impose on rateable land an annual rate for the purpose of providing for the proper performance of all or any of the waste services it provides. Revenue raised from this charge is used to meet the operational costs of the Shire of Brookton's Waste Disposal Site.

9. Section 64 (2) of the *Local Government (Financial Management) Regulations 1996* that the due date for instalments be set as follows:

Option – Single full payment 06 October 2026

Option – 2 instalments
- 1st instalment due date 06 October 2026
- 2nd instalment due date 09 February 2027

Option – 4 instalments
- 1st instalment due date 06 October 2026
- 2nd instalment due date 08 December 2026
- 3rd instalment due date 09 February 2027
- 4th instalment due date 13 April 2027

10. Section 6.16(3) of the *Local Government Act 1995* allows a local government to impose fees or charges with the adoption of the annual budget; and

11. Section 6.19 of the *Local Government Act 1995* requires local governments to give local public notice of any fees or charges it wishes to impose after adoption of the annual budget;

12. Section 41 of *Health (Miscellaneous Provisions) Act 1911* the following sewerage rates are to be levied

Charge Type	Description	2026/27 Levy
GRV per assessment	Per assessment Rate in the dollar (cents)	5.7357
	Sewerage Rates – Minimum – GRV	$775.00

13. Section 106 of *Health (Miscellaneous Provisions) Act 1911*, the following service charges (ie pan charge) are to be levied on properties that hold a rate exemption status under section 6.26 (2) of the *Local Government Act 1995*, in lieu of a sewerage charge.

Charge Type	Description	2025/26 Fee/Charge
Service Charge **per unit**	Pedestal (The base structure supporting a toilet bowl, connected to the sewer for waste disposal)	$250.00
	Water Closet (A flush toilet unit that discharges waste into the sewerage system)	$250.00
	Slophopper/Cleaners Sink (A fixture used for disposing of dirty water or waste from cleaning, connected to the sewerage system)	$250.00
	Universal Rundle (U.R.C) (A floor drain or gully trap that collects wastewater from various sources and directs it to the sewerage system)	$250.00

Relevant Plans and Policy:
Council Policy 2.8 - Significant Accounting Policies. Council will adopt the significant accounting policies for each financial year within the statutory format of Council's Annual Budget.

Financial Implications:
A balanced budget for the 2026/27 financial year.

Risk Assessment:
The risk in relation to this matter is assessed as "High" on the basis that if Council does not accept adoption of the 2026/27 Budget by 31 August 2026, by default the Shire will be deemed non-compliant in relation to the *Local Government Act, 1995* and the Australian Accounting Standards and the ability to levy rates will be constrain Council's cash flow and inhibit its ability to serve the Brookton community. This report and adoption mitigates the risk of non-compliance.

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:
It is recommended that Council, in accordance with the provisions of section 6.2 of the Local Government Act 1995 and Part 3 of the Local Government (Financial Management) Regulations 1996, adopt the 2026/27 Budget as presented in separate attachments to this report.

OFFICER RECOMMENDATION

That Council, as detailed in the draft Shire of Brookton 2026/27 Budget included at Attachment 14.08.26.03A:

1. Adopt Rates and Minimum Rates to be levied in 2026/27 on all rateable property of:

Valuation	Rate cents/dollar	Minimum Rate $
Gross Rental Value	7.6516	1,055
Unimproved Value	0.5010	1,763

2. Set the following due dates for the payment of rates in full and the payment of rates by instalments – by either two or four instalments:

   Option One – Single full payment 06 October 2026

   Option Two – 2 instalments
   - 1st instalment due date 06 October 2026
   - 2nd instalment due date 09 February 2027

   Option Three – 4 instalments
   - 1st instalment due date 06 October 2026
   - 2nd instalment due date 08 December 2026
   - 3rd instalment due date 09 February 2027
   - 4th instalment due date 13 April 2027

3. Adopt an interest rate of 5.5% where the owner has elected to pay rates through an instalment option, other than rates and charges attributable to a property owned by an entitled pensioner/senior under the Rates and Charges (Rebates and Deferments) Act 1992

4. Adopt an instalment administration charge where the owner has elected to pay rates through an instalment option of $10.00 for each instalment after the initial instalment is paid;

5. Adopt an interest rate of 7%, calculated daily, for rates, charges and the costs of proceedings to recover outstanding rates and charges that remain outstanding after becoming due and payable, other than rates and charges attributable to a property owned by an entitled pensioner/senior under the Rates and Charges (Rebates and Deferments) Act, 1992;

6. Allow Special Payment Arrangements to be made with the Shire for those ratepayers who may be unable to pay in full or according to the instalment plans offered. An administration fee of $28.00 is to be applied for each special payment arrangement. Penalty interest of 7% per annum, from and including the 36th day from the issue of the rates notices, will be applied to the outstanding balance until the account is paid in full. The Council authorises the CEO to make Special Payment Arrangements with ratepayers for the payment of general rates, emergency services levy, sewerage rates and charges and rubbish charges during the 2026/27 financial year.

7. The following rate concessions in relation to the adopted 2026/27 Annual Budget:
"That a rate concession be granted to property owners where a contiguous property crosses a Shire boundary, resulting in a portion of that property being assessed at a calculated rate. The concession will be calculated by deducting the amount that would otherwise be payable on the relevant property if it were continuously rated by the relevant neighbouring Shire from the amount that has been assessed and/or paid in the current year with Council."

8. Adopt an interest rate of 7% per annum, calculated daily, on amounts of emergency services levy which remain unpaid after 35 days from the issue date of the original rate notice, or the due date of an instalment;

9. The following General and Minimum rates in relation to Waste Management charges:

Valuation	Rate cents/dollar	Minimum Rate $
Gross Rental Value	0.0002	70
Unimproved Value	0.0001	70

10. Adopt the following fees and charges in relation to kerbside waste and recycling collection:
    a) Rubbish Service Charge – weekly single 240L waste bin and single fortnightly recycling bin kerbside collections – $422.00 per annum
    b) Rubbish Service Charge – Additional weekly 240L waste bin collection – $190.00 per annum
    c) Rubbish Service Charge – Additional fortnightly Recycling bin collection – $232.00 per annum

11. Adopt the following sewerage rates under Section 41 of the Health (Miscellaneous Provisions) Act 1911, to be imposed on all properties in the Brookton Town Site that are capable of being connected to the sewerage scheme:

Sewerage Rates	Description	2026/27
GRV per assessment	Per assessment Rate in the dollar (cents)	5.7357
	Sewerage Rates – Minimum – GRV	$775.00

12. Adopt the following service charges (ie pan charge) under Section 106 of the Health Miscellaneous Provisions) Act 1911 to be imposed on properties that hold a rate exemption status under section 6.26 (2) of the Local Government Act 1995, in lieu of a sewerage rate:

Charge Type	Description	2026/27 Fee/Charge
Service Charge per unit	Pedestal (The base structure supporting a toilet bowl, connected to the sewer for waste disposal)	$250.00
	Water Closet (A flush toilet unit that discharges waste into the sewerage system)	$250.00
	Slophopper/Cleaners Sink (A fixture used for disposing of dirty water or waste from cleaning, connected to the sewerage system)	$250.00
	Universal Rundle (U.R.C) (A floor drain or gully trap that collects wastewater from various sources and directs it to the sewerage system)	$250.00

13. Adopt the value of +/- $10,000 or 10% whichever is the greater as the minimum amount for reporting material variances for the 2026/27 financial year.

14. Adopt the amended Fees and Charges included at attachment 14.08.26.03B with the 2026/27 Budget; and

15. Adopt the Revenue and Expenditure as detailed in the balanced draft 2026/27 Budget.

(Absolute Majority Vote required)

OCM 08.26-08
COUNCIL RESOLUTION
Moved Cr Crouch Seconded Cr Copping

That Council, as detailed in the draft Shire of Brookton 2026/27 Budget included at Attachment 14.08.26.03A:

1. Adopt Rates and Minimum Rates to be levied in 2026/27 on all rateable property of:

Valuation	*Rate cents/dollar*	*Minimum Rate $*
Gross Rental Value	***7.6516***	***1,055***
Unimproved Value	***0.5010***	***1,763***

2. Set the following due dates for the payment of rates in full and the payment of rates by instalments – by either two or four instalments:

Option One – Single full payment 06 October 2026

Option Two – 2 instalments
- ***1st instalment due date 06 October 2026***
- ***2nd instalment due date 09 February 2027***

Option Three – 4 instalments
- ***1st instalment due date 06 October 2026***

- ***2nd instalment due date 08 December 2026***
- ***3rd instalment due date 09 February 2027***
- ***4th instalment due date 13 April 2027***

3. ***Adopt an interest rate of 5.5% where the owner has elected to pay rates through an instalment option, other than rates and charges attributable to a property owned by an entitled pensioner/senior under the Rates and Charges (Rebates and Deferments) Act 1992***

4. ***Adopt an instalment administration charge where the owner has elected to pay rates through an instalment option of $10.00 for each instalment after the initial instalment is paid;***

5. ***Adopt an interest rate of 7%, calculated daily, for rates, charges and the costs of proceedings to recover outstanding rates and charges that remain outstanding after becoming due and payable, other than rates and charges attributable to a property owned by an entitled pensioner/senior under the Rates and Charges (Rebates and Deferments) Act, 1992;***

6. ***Allow Special Payment Arrangements to be made with the Shire for those ratepayers who may be unable to pay in full or according to the instalment plans offered. An administration fee of $28.00 is to be applied for each special payment arrangement. Penalty interest of 7% per annum, from and including the 36th day from the issue of the rates notices, will be applied to the outstanding balance until the account is paid in full. The Council authorises the CEO to make Special Payment Arrangements with ratepayers for the payment of general rates, emergency services levy, sewerage rates and charges and rubbish charges during the 2026/27 financial year.***

7. ***The following rate concessions in relation to the adopted 2026/27 Annual Budget: "That a rate concession be granted to property owners where a contiguous property crosses a Shire boundary, resulting in a portion of that property being assessed at a calculated rate. The concession will be calculated by deducting the amount that would otherwise be payable on the relevant property if it were continuously rated by the relevant neighbouring Shire from the amount that has been assessed and/or paid in the current year with Council."***

8. ***Adopt an interest rate of 7% per annum, calculated daily, on amounts of emergency services levy which remain unpaid after 35 days from the issue date of the original rate notice, or the due date of an instalment;***

9. ***The following General and Minimum rates in relation to Waste Management charges:***

Valuation	*Rate cents/dollar*	*Minimum Rate $*
Gross Rental Value	*0.0002*	*70*
Unimproved Value	*0.0001*	*70*

10. ***Adopt the following fees and charges in relation to kerbside waste and recycling collection:***
    a. ***Rubbish Service Charge – weekly single 240L waste bin and single fortnightly recycling bin kerbside collections – $422.00 per annum***

b. Rubbish Service Charge – Additional weekly 240L waste bin collection – $190.00 per annum

c. Rubbish Service Charge – Additional fortnightly Recycling bin collection – $232.00 per annum

11. Adopt the following sewerage rates under Section 41 of the Health (Miscellaneous Provisions) Act 1911, to be imposed on all properties in the Brookton Town Site that are capable of being connected to the sewerage scheme:

Sewerage Rates	Description	2026/27
GRV per assessment	Per assessment Rate in the dollar (cents)	5.7357
	Sewerage Rates – Minimum – GRV	$775.00

12. Adopt the following service charges (ie pan charge) under Section 106 of the Health Miscellaneous Provisions) Act 1911 to be imposed on properties that hold a rate exemption status under section 6.26 (2) of the Local Government Act 1995, in lieu of a sewerage rate:

Charge Type	Description	2026/27 Fee/Charge
Service Charge per unit	Pedestal (The base structure supporting a toilet bowl, connected to the sewer for waste disposal)	$250.00
	Water Closet (A flush toilet unit that discharges waste into the sewerage system)	$250.00
	Slophopper/Cleaners Sink (A fixture used for disposing of dirty water or waste from cleaning, connected to the sewerage system)	$250.00
	Universal Rundle (U.R.C) (A floor drain or gully trap that collects wastewater from various sources and directs it to the sewerage system)	$250.00

13. Adopt the value of +/- $10,000 or 10% whichever is the greater as the minimum amount for reporting material variances for the 2026/27 financial year.

14. Adopt the amended Fees and Charges included at attachment 14.08.26.03B with the 2026/27 Budget; and

15. Adopt the Revenue and Expenditure as detailed in the balanced draft 2026/27 Budget.

CARRIED BY ABSOLUTE MAJORITY VOTE 6/0

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

Attachments

Attachment 14.08.26.03A - Draft Statutory Budget 2026/27 (provided under separate cover)
Attachment 14.08.26.03B - Fees and Charges 2026/27
Attachment 14.08.26.03C - Capital Works Program 2026/27
Attachment 14.08.26.03D - Asset Disposal 2026/27

SHIRE OF BROOKTON

ANNUAL BUDGET

FOR THE YEAR ENDED 30 JUNE 2027

LOCAL GOVERNMENT ACT 1995

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The Shire of Brookton a Class 4 local government conducts the operations of a local government with the following community vision:

A well recognised business and agricutural hub, a flourishing stop-over destination and a celebrated place to live.

SHIRE OF BROOKTON
STATEMENT OF COMPREHENSIVE INCOME
FOR THE YEAR ENDED 30 JUNE 2027

	Note	2026/27 Budget	2025/26 Actual	2025/26 Budget
Revenue		$	$	$
Rates	2(a)	3,457,408	3,265,977	3,264,056
Grants, subsidies and contributions		874,352	2,452,444	1,183,646
Fees and charges	15	777,958	937,794	695,934
Interest revenue	10(a)	504,957	558,285	309,326
Other revenue		380,983	539,987	459,197
		5,995,658	7,754,487	5,912,159
Expenses				
Employee costs		(3,347,863)	(2,677,454)	(2,947,669)
Materials and contracts		(2,460,453)	(2,381,613)	(2,797,644)
Utility charges		(264,662)	(210,051)	(262,666)
Depreciation	6	(2,580,718)	(2,619,626)	(2,428,295)
Finance costs	10(c)	(39,399)	(51,363)	(53,632)
Insurance		(225,233)	(232,068)	(232,447)
Other expenditure		(128,939)	(87,664)	(103,278)
		(9,047,267)	(8,259,839)	(8,825,631)
		(3,051,609)	(505,352)	(2,913,472)
Capital grants, subsidies and contributions		2,277,477	2,006,372	1,796,744
Profit on asset disposals	5	0	1,852	23,502
Loss on asset disposals	5	(34,996)	(48,552)	(45,524)
Fair value adjustments to financial assets at fair value through profit or loss		0	56,668	0
		2,242,481	2,016,340	1,774,722
Net result for the period		**(809,128)**	**1,510,988**	**(1,138,750)**
Total other comprehensive income for the period		**0**	**0**	**0**
Total comprehensive income for the period		**(809,128)**	**1,510,988**	**(1,138,750)**

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

SHIRE OF BROOKTON
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED 30 JUNE 2027

	Note	2026/27 Budget	2025/26 Actual	2025/26 Budget
CASH FLOWS FROM OPERATING ACTIVITIES		$	$	$
Receipts				
Rates		3,368,713	3,174,012	3,216,828
Grants, subsidies and contributions		997,209	2,675,665	1,016,447
Fees and charges		777,958	937,794	695,934
Interest revenue		504,957	558,285	309,326
Goods and services tax received		472,739	469,361	672,329
Other revenue		380,983	539,987	459,197
		6,502,559	8,355,104	6,370,061
Payments				
Employee costs		(3,347,863)	(2,606,086)	(2,948,549)
Materials and contracts		(2,419,303)	(2,729,844)	(2,567,773)
Utility charges		(264,662)	(210,051)	(262,666)
Finance costs		(39,399)	(54,507)	(47,394)
Insurance paid		(225,233)	(232,068)	(232,447)
Goods and services tax paid		(472,739)	(472,739)	(672,329)
Other expenditure		(128,939)	(87,664)	(103,278)
		(6,898,138)	(6,392,959)	(6,834,436)
Net cash provided by (used in) operating activities	4	(395,579)	1,962,145	(464,375)
CASH FLOWS FROM INVESTING ACTIVITIES				
Payments for purchase of property, plant & equipment	5(a)	(3,337,374)	(1,256,135)	(3,429,083)
Payments for construction of infrastructure	5(b)	(2,826,019)	(1,687,160)	(1,772,950)
Proceeds from capital grants, subsidies and contributions		2,277,477	1,895,421	1,796,744
Proceeds from disposal of property, plant and equipment	5(a)	20,000	133,830	156,000
Proceeds on financial assets at amortised cost - self supporting loans	8(a)	34,355	32,085	32,086
Proceeds on disposal of financial assets at amortised cost - term deposits		2,051,895	(389,119)	2,680,978
Net cash (used in) investing activities		(1,779,666)	(1,271,078)	(536,225)
CASH FLOWS FROM FINANCING ACTIVITIES				
Repayment of borrowings	8(a)	(171,874)	(222,320)	(222,321)
Proceeds from new borrowings	8(a)	0	0	0
Payments for principal portion of lease liabilities	7	(1,677)	(1,622)	(1,622)
Net cash (used in) financing activities		(173,551)	(223,942)	(223,943)
Net increase (decrease) in cash held		(2,348,796)	467,125	(1,224,543)
Cash at beginning of year		2,639,462	2,172,337	2,089,647
Cash and cash equivalents at the end of the year	4	**290,666**	**2,639,462**	**865,104**

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

SHIRE OF BROOKTON
STATEMENT OF FINANCIAL ACTIVITY
FOR THE YEAR ENDED 30 JUNE 2027

	Note	2026/27 Budget	2025/26 Actual	2025/26 Budget
OPERATING ACTIVITIES				
Revenue from operating activities		$	$	$
General rates	2(a)(i)	2,782,489	2,622,941	2,621,399
Rates excluding general rates	2(a)	674,919	643,036	642,657
Grants, subsidies and contributions		874,352	2,452,444	1,183,646
Fees and charges	15	777,958	937,794	695,934
Interest revenue	10(a)	504,957	558,285	309,326
Other revenue		380,983	539,987	459,197
Profit on asset disposals	5	0	1,852	23,502
Fair value adjustments to financial assets at fair value through profit or loss		0	56,668	0
		5,995,658	7,813,007	5,935,661
Expenditure from operating activities				
Employee costs		(3,347,863)	(2,677,454)	(2,947,669)
Materials and contracts		(2,460,453)	(2,381,613)	(2,797,644)
Utility charges		(264,662)	(210,051)	(262,666)
Depreciation	6	(2,580,718)	(2,619,626)	(2,428,295)
Finance costs	10(c)	(39,399)	(51,363)	(53,632)
Insurance		(225,233)	(232,068)	(232,447)
Other expenditure		(128,939)	(87,664)	(103,278)
Loss on asset disposals	5	(34,996)	(48,552)	(45,524)
		(9,082,263)	(8,308,391)	(8,871,155)
Non cash amounts excluded from operating activities	3(c)	2,615,714	2,642,804	2,450,317
Amount attributable to operating activities		**(470,891)**	**2,147,420**	**(485,177)**
INVESTING ACTIVITIES				
Inflows from investing activities				
Proceeds from capital grants, subsidies and contributions		2,277,477	2,006,372	1,796,744
Proceeds from disposal of property, plant and equipment	5(a)	20,000	133,830	156,000
Proceeds from financial assets at amortised cost - self supporting loans	8(a)	34,355	32,085	32,086
Proceeds from disposal financial assets at amortised cost - term deposits		2,051,895	(389,119)	2,680,978
		4,383,727	1,783,168	4,665,808
Outflows from investing activities				
Acquisition of property, plant and equipment	5(a)	(3,337,374)	(1,256,135)	(3,429,083)
Acquisition of infrastructure	5(b)	(2,826,019)	(1,687,160)	(1,772,950)
		(6,163,393)	(2,943,295)	(5,202,033)
Non-cash amounts excluded from investing activities	3(d)	(2,051,895)	389,119	(2,680,978)
Amount attributable to investing activities		**(3,831,561)**	**(771,008)**	**(3,217,203)**
FINANCING ACTIVITIES				
Inflows from financing activities				
Transfers from reserve accounts	9(a)	3,498,298	954,916	3,383,589
		3,498,298	954,916	3,383,589
Outflows from financing activities				
Repayment of borrowings	8(a)	(171,874)	(222,320)	(222,321)
Payments for principal portion of lease liabilities	7	(1,677)	(1,622)	(1,622)
Transfers to reserve accounts	9(a)	(1,446,403)	(1,344,035)	(1,035,169)
		(1,619,954)	(1,567,977)	(1,259,112)
Amount attributable to financing activities		**1,878,344**	**(613,061)**	**2,124,477**
MOVEMENT IN SURPLUS OR DEFICIT				
Surplus remaining at the start of the financial year	3	2,424,108	1,660,757	1,577,903
Amount attributable to operating activities		(470,891)	2,147,420	(485,177)
Amount attributable to investing activities		(3,831,561)	(771,008)	(3,217,203)
Amount attributable to financing activities		1,878,344	(613,061)	2,124,477
Surplus remaining after the imposition of general rates	3	**0**	**2,424,108**	**0**

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

SHIRE OF BROOKTON
FOR THE YEAR ENDED 30 JUNE 2027
INDEX OF NOTES TO THE BUDGET

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1 BASIS OF PREPARATION

The annual budget of the Shire of Brookton which is a Class 4 local government is a forward looking document and has been prepared in accordance with the *Local Government Act 1995* and accompanying regulations.

Local Government Act 1995 requirements
Section 6.4(2) of the *Local Government Act 1995* read with the *Local Government (Financial Management) Regulations 1996* prescribe that the annual budget be prepared in accordance with the *Local Government Act 1995* and, to the extent that they are not inconsistent with the Act, the Australian Accounting Standards. The Australian Accounting Standards (as they apply to local governments and not-for-profit entities) and Interpretations of the Australian Accounting Standards Board were applied where no inconsistencies exist.

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 Leases* 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 annual budget have been consistently applied unless stated otherwise. Except for cash flow and rate setting information, the annual budget 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 annual budget.

All monies held in the Trust Fund are excluded from the financial statements. A separate statement of those monies appears at Note 12 to the annual budget.

2025/26 actual balances
Balances shown in this budget as 2025/26 Actual are estimates as forecast at the time of preparation of the annual budget and are subject to final adjustments.

Budget comparative figures
Unless otherwise stated, the budget comparative figures shown in the budget relate to the original budget estimate for the relevant item of disclosure.

Comparative figures
Where required, comparative figures have been adjusted to conform with changes in presentation for the current financial year.

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

Statement of Cashflows
Investing and financing transactions that do not require the use of cash or cash equivalents shall be excluded from a statement of cash flows. Such transactions shall be disclosed elsewhere in the financial statements in a way that provides all the relevant information about these investing and financing activities.

Initial application of accounting standards
During the budget year, the below revised Australian Accounting Standards and Interpretations are expected to be compiled, become mandatory and be applicable to its operations.
- *AASB 2026-1 Amendments to Australian Accounting Standards – Disclosures about Uncertainties in the Financial Statements*
- *AASB 2024-2 Amendments to Australian Accounting Standards - Classification and Measurement of Financial Instruments*
- *AASB 2024-3 Amendments to Australian Accounting Standards - Standards – Annual Improvements Volume 11*
- *AASB 2025-1 Amendments to Australian Accounting Standards – Contracts Referencing Nature-dependent Electricity*

It is not expected these standards will have an impact on the annual budget on initial application.

New accounting standards for application in future years
The following new accounting standards will have application to local government in future years:
- *AASB 2014-10 Amendments to Australian Accounting Standards - Sale or Contribution of Assets between an Investor and its Associate or Joint Venture*
- *AASB 2024-4b Amendments to Australian Accounting Standards - Effective Date of Amendments to AASB 10 and AASB 128 [deferred AASB 10 and AASB 128 amendments in AASB 2014-10 apply]*

It is not expected these standards will have an impact on the annual budget on initial application.
- *AASB 18 Presentation and Disclosure in Financial Statements*
- *AASB 18 (NFP/super) Presentation and Disclosure in Financial Statements - (Appendix D) [for not-for-profit and superannuation entities]*

These accounting standards will materially change the presentation of the annual financial report and annual budget

Critical accounting estimates and judgements
The preparation of the annual budget 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 that are 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 that are not readily apparent from other sources. Actual results may differ from these estimates.

The annual budget is a forward-looking statement and is comprised of management estimates. As with all estimates, the use of different assumptions could lead to material changes in the amounts reported in the annual budget.

The following are estimates and assumptions that have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities within the next financial year and further information on their nature and impact can be found in the relevant note:
- Fair value measurement of assets carried at reportable value including:
- Property, plant and equipment
- Infrastructure
- Expected credit losses on financial assets
- Assets held for sale
- Impairment losses of non-financial assets
- Investment property
- Estimated useful life of intangible assets
- Measurement of employee benefits
- Measurement of provisions

2. RATES AND SERVICE CHARGES

(a) Rating Information

Rate Description	Basis of valuation	Rate in dollar	Number of properties	Rateable value*	2026/27 Budgeted rate revenue	2026/27 Budgeted interim rates	2026/27 Budgeted total revenue	2025/26 Actual total revenue	2025/26 Budget total revenue
				$	$	$	$	$	$
(i) General rates									
GRV - Residential	Gross rental valuation	0.076516	260	5,068,920	387,853	0	387,853	363,724	360,260
GRV - Industrial	Gross rental valuation	0.076516	5	106,990	8,186	0	8,186	7,721	7,721
GRV - Commercial	Gross rental valuation	0.076516	18	903,650	69,144	0	69,144	65,416	62,602
GRV - GRV	Gross rental valuation	0.076516	2	387,500	29,650	0	29,650	27,966	27,966
UV - Unimproved	Unimproved valuation	0.005010	200	456,618,000	2,287,656	0	2,287,656	2,158,114	2,162,850
Non Rateable	Gross rental valuation	0.000000	236	134,400	0	0	0	0	0
Total general rates			721	463,219,460	2,782,489	0	2,782,489	2,622,941	2,621,399
		Minimum $							
(ii) Minimum payment									
GRV - Residential	Gross rental valuation	1,055.00	71	237,058	74,905	0	74,905	72,635	72,635
GRV - Industrial	Gross rental valuation	1,055.00	2	10,920	2,110	0	2,110	1,990	1,990
GRV - Commercial	Gross rental valuation	1,055.00	14	93,680	14,770	0	14,770	13,930	13,930
GRV - GRV	Gross rental valuation	1,055.00	1	8,100	1,055	0	1,055	995	995
UV - Unimproved	Unimproved valuation	1,763.00	173	33,301,527	304,999	0	304,999	289,362	289,362
Total minimum payments			261	33,651,285	397,839	0	397,839	378,912	378,912
Total general rates and minimum payments			982	496,870,745	3,180,328	0	3,180,328	3,001,853	3,000,311
(iii) Specified area rates									
Sewerage - GRV - Rate in Dollar		0.057357	163	3,673,815	210,719	0	210,719	198,554	196,911
Sewerage Rates Minimum		775.00	34	190,314	26,350	0	26,350	24,854	26,316
Total specified area rates			197	3,864,129	237,069	0	237,069	223,408	223,227
(ii) Ex-gratia rates									
CBH Ex Gratia Rates	Tonnage	0.106267	2	394,395	41,911	0	41,911	42,266	42,418
Total ex-gratia rates			2	394,395	41,911	0	41,911	42,266	42,418
					3,459,308	0	3,459,308	3,267,527	3,265,956
Concessions (Refer note 2(e))					(1,900)		(1,900)	(1,550)	(1,900)
Total rates					3,457,408	0	3,457,408	3,265,977	3,264,056
Instalment plan charges							3,500	3,500	3,000
Instalment plan interest							11,000	11,042	10,000
Interest on ESL							0	346	0
Interest on deferred rates							0	1,685	0
Late payment of rate or service charge interest							10,900	18,346	7,000
							25,400	34,919	20,000

*Rateable Value at time of adopting budget.

All rateable properties within the district used predominately for non-rural purposes are rated according to their Gross Rental Valuation (GRV), all other properties are rated according to their Unimproved Valuation (UV).

The general rates detailed for the 2026/27 financial year have been determined by Council on the basis of raising the revenue required to meet the estimated deficiency between the total estimated expenditure proposed in the budget and the estimated revenue to be received from all sources other than general rates and also considering the extent of any increase in rating over the level adopted in the previous year.

The minimum payments have been determined by Council on the basis that all ratepayers must make a reasonable contribution to the cost of local government services/facilities.

2. RATES AND SERVICE CHARGES (CONTINUED)

(b) Interest Charges and Instalments - Rates and Service Charges

The following instalment options are available to ratepayers for the payment of rates and service charges.

Option 1 (Full Payment)
Full amount of rates and charges including arrears, to be paid on or before 29 September 2026 or 35 days after the date of issue appearing on the rate notice, whichever is the later.

Option 2 (Two Instalments)
First instalment to be made on or before 29 September 2026 or 35 days after the date of issue appearing on the rate notice, whichever is the later, including all arrears and half the current rates and service charges; and
Second instalment to be made on or before 07 January 2026 or 2 months after the first instalment, whichever is the later.

Option 3 (Four Instalments)
First instalment to be made on or before 29 September 2026 or 35 days after the date of issue appearing on the rate notice, whichever is the later including all arrears and a quarter of the current rates and service charges;
Second instalment to be made on or before 30 November 2026 or 2 months after the first instalment, whichever is the later;
Third instalment to be made on or before 01 February 2027 or 2 months after the second instalment, whichever is the later; and
Fourth instalment to be made on or before 5 April 2027 or 2 months after the third instalment, whichever is the later.

Instalment options	Date due	Instalment plan admin charge	Instalment plan interest rate	Unpaid rates interest rates
		$	%	%
Option one				
Single full payment	29/09/2026	-	-	7.0%
Option two				
First instalment	29/09/2026	-	5.5%	7.0%
Second instalment	1/02/2027	10	5.5%	7.0%
Option three				
First instalment	29/09/2026	-	5.5%	7.0%
Second instalment	30/11/2026	10	5.5%	7.0%
Third instalment	1/02/2027	10	5.5%	7.0%
Fourth instalment	5/04/2027	10	5.5%	7.0%

2. RATES AND SERVICE CHARGES (CONTINUED)

(c) Specified Area Rate

	Budgeted rate applied to costs	Budgeted rate set aside to reserve	Reserve Amount to be applied to costs	Purpose of the rate	Area or properties rate is to be imposed on
Specified area rate	$	$	$		
Sewerage - GRV - Rate in Dollar	196,712	14,007	(158,160)	To maintain the expansion, ongoing renewal, maintenance and asset management needs of the Brookton Sewerage Scheme	Brookton Townsite
Sewerage Rates Minimium	26,350	0	0		
	223,062	14,007	(158,160)		

(d) Service Charges

The Shire did not raise service charges for the year ended 30th June 2027.

(e) Waivers or concessions

Rate, fee or charge to which the waiver or concession is granted	Type	Waiver/ Concession	Discount %	Discount ($)	2026/27 Budget	2025/26 Actual	2025/26 Budget	Circumstances in which the waiver or concession is granted	Objects and reasons of the waiver or concession
					$	$	$		
Contiguous Rating Discount	Rate	Concession			1,900	1,550	1,900	Properties adjoining and owned by same ratepayer	Property ownership when the property crosses a Shire boundary for the purposes of assessing rates
					1,900	1,550	1,900		

3. NET CURRENT ASSETS

(a) Composition of estimated net current assets

	Note	2026/27 Budget 30 June 2027 Carried forward	2025/26 Actual 30 June 2026 Carried forward	2025/26 Budget 30 June 2026 Carried forward
		$	$	$
Current assets				
Cash and cash equivalents	4	290,666	2,639,462	865,104
Financial assets		10,971,877	13,023,772	9,951,406
Receivables		449,592	483,754	723,508
Inventories		74,712	65,862	88,480
Other assets		1,199	1,199	48,737
		11,788,046	16,214,049	11,677,235
Less: current liabilities				
Trade and other payables		(283,429)	(233,429)	(859,919)
Contract liabilities		(130,512)	(130,512)	(55,034)
Capital grant/contributions liabilities		0	0	(105,494)
Lease liabilities	7	0	(1,677)	0
Long term borrowings	8	0	(171,874)	0
Employee provisions		(402,228)	(402,228)	(332,538)
Other provisions		0	0	(40,286)
		(816,169)	(939,720)	(1,393,271)
Net current assets		10,971,877	15,274,329	10,283,964
Less: Total adjustments to net current assets	3(b)	(10,971,877)	(12,850,221)	(10,283,964)
Net current assets used in the Statement of Financial Activity		0	2,424,108	0

(b) Current assets and liabilities excluded from budgeted deficiency

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.

Adjustments to net current assets				
Less: Reserve accounts	9	(10,937,522)	(12,989,417)	(10,251,878)
Less: Current assets not expected to be received at end of year				
- Financial assets at amortised cost - self supporting loans		(34,355)	(34,355)	(32,086)
Add: Current liabilities not expected to be cleared at end of year				
- Current portion of borrowings		0	171,874	0
- Current portion of lease liabilities		0	1,677	0
Total adjustments to net current assets		(10,971,877)	(12,850,221)	(10,283,964)

EXPLANATION OF DIFFERENCE IN SURPLUS/(DEFICIT)

Items excluded from calculation of budgeted deficiency
When calculating the budget deficiency for the purpose of Section 6.2 (2)(c) of the *Local Government Act 1995* the following amounts have been excluded as provided by *Local Government (Financial Management) Regulation 32* which will not fund the budgeted expenditure.

(c) Amounts excluded from operating activities

	Note	2026/27 Budget 30 June 2027 Carried forward	2025/26 Actual 30 June 2026 Carried forward	2025/26 Budget 30 June 2026 Carried forward
		$	$	$
Less: Profit on asset disposals	5	0	(1,852)	(23,502)
Less: Fair value adjustments to financial assets at fair value through profit and loss		0	(56,668)	0
Add: Loss on asset disposals	5	34,996	48,552	45,524
Add: Depreciation	6	2,580,718	2,619,626	2,428,295
Non-cash movements in non-current assets and liabilities:				
- Pensioner deferred rates		0	(3,270)	0
- Employee benefit provisions		0	30,297	0
- Movement in Non Current LSL Oncosts Provision		0	2,395	0
- Movement in Receivable- Employee Related Provision Non Current		0	3,724	0
Non cash amounts excluded from operating activities		2,615,714	2,642,804	2,450,317

3. NET CURRENT ASSETS

(d) Amounts excluded from investing activities

Reconciling item - movement between current assets:			
- Financial assets at amortised cost - term deposits	(2,051,895)	389,119	(2,680,978)
Non cash amounts excluded from investing activities	(2,051,895)	389,119	(2,680,978)

3. NET CURRENT ASSETS (CONTINUED)

(d) MATERIAL ACCOUNTING POLICIES

CURRENT AND NON-CURRENT CLASSIFICATION
The asset or liability is classified as current if it is expected to be settled within the next 12 months, being the Shire's operational cycle. In the case of liabilities where the Shire does not have the right to defer settlement beyond 12 months, such as vested long service leave, the liability is classified as current even if not expected to be settled within the next 12 months. Inventories held for trading are classified as current or non-current based on the Shire's intentions to release for sale.

TRADE AND OTHER PAYABLES
Trade and other payables represent liabilities for goods and services provided to the Shire prior to the end of the financial year 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.

PREPAID RATES
Prepaid rates are, until the taxable event has occurred (start of the next financial year), refundable at the request of the ratepayer. Rates received in advance are initially recognised as a financial liability. When the taxable event occurs, the financial liability is extinguished and the Shire recognises revenue for the prepaid rates that have not been refunded.

INVENTORIES
General
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.

INVENTORY - LAND HELD FOR RESALE
Land held for development and sale is valued at the lower of cost and net realisable value. Cost includes the cost of acquisition, development, borrowing costs and holding costs until completion of development. Finance costs and holding charges incurred after development is completed are expensed.

Gains and losses are recognised in profit or loss at the time of signing an unconditional contract of sale if significant risks and rewards, and effective control over the land, are passed on to the buyer at this point.

Inventory - land held for resale is classified as current except where it is held as non-current based on the Shire's intentions to release for sale.

SUPERANNUATION
The Shire contributes to a number of superannuation funds on behalf of employees. All funds to which the Shire contributes are defined contribution plans.

GOODS AND SERVICES TAX (GST)
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.

CONTRACT LIABILITIES
Contract liabilities represent the Shire's obligation to transfer goods or services to a customer for which the Shire has received consideration from the customer.

Contract liabilities represent obligations which are not yet satisfied. Contract liabilities are recognised as revenue when the performance obligations in the contract are satisfied.

TRADE AND OTHER RECEIVABLES
Trade and other receivables include amounts due from ratepayers for unpaid rates and service charges and other amounts due from third parties for grants, contributions, reimbursements, and goods sold and services performed in the ordinary course of business.

Trade and other receivables are recognised initially at the amount of consideration that is unconditional, unless they contain significant financing components, when they are recognised at fair value.

Trade 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.

Due to the short term nature of current receivables, their carrying amount is considered to be the same as their fair value. Non-current receivables are indexed to inflation, any difference between the face value and fair value is considered immaterial.

The Shire applies the AASB 9 simplified approach to measuring expected credit losses using a lifetime expected loss allowance for all trade receivables. To measure the expected credit losses, rates receivable are separated from other trade receivables due to the difference in payment terms and security for rates receivable.

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 BENEFITS
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 determination of the net current asset position.
The Shire's obligations for employees' annual leave and long service leave entitlements are recognised as provisions in the determination of the net current asset position.

Other long-term employee benefits
Long-term employee benefits provisions 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.

4. RECONCILIATION OF CASH

(a) Reconciliation of cash

For the purposes of the Statement of Cash Flows, cash includes cash and cash equivalents, net of outstanding bank overdrafts. Estimated cash at the end of the reporting period is as follows:

	Note	2026/27 Budget	2025/26 Actual	2025/26 Budget
		$	$	$
Cash and cash equivalents		290,666	2,639,462	865,104
Restrictions				
The following classes of financial assets have restrictions imposed by regulations or other externally imposed requirements which limit or direct the purpose for which the resources may be used:				
Cash and cash equivalents		120,512	182,012	428,052
Restricted financial assets at amortised cost - term deposits		10,947,522	12,999,417	9,929,320
		11,068,034	13,181,429	10,357,372
The restricted financial assets are a result of the following specific purposes to which the assets may be used:				
Reserve accounts	9	10,937,522	12,989,417	10,251,878
Contract liabilities		130,512	130,512	105,494
Capital grant/contributions liabilities		0	0	0
Unspent borrowings	8(c)	0	61,500	0
Total restricted financial assets		11,068,034	13,181,429	10,357,372

(b) Reconciliation of net cash provided by operating activities

Net result		(809,128)	1,510,988	(1,138,750)
Non-cash items:				
Depreciation	6	2,580,718	2,619,626	2,428,295
Loss on sale of assets	5	34,996	46,700	22,022
Adjustments to fair value of financial assets at fair value through profit and loss		0	(56,668)	0
Changes in assets and liabilities:				
(Increase)/decrease in receivables		34,162	31,238	(214,427)
(Increase) in inventories		(8,850)	(8,850)	(31,468)
Decrease in other assets		0	47,538	0
(Increase)/decrease in trade and other payables		50,000	(380,791)	266,697
Decrease in contract liabilities		0	96,640	0
(Increase) in capital grant/contributions liabilities		0	(110,951)	0
Decrease in employee related provisions		0	62,096	0
Capital grants, subsidies and contributions		(2,277,477)	(1,895,421)	(1,796,744)
Net cash provided by/(used in) operating activities		(395,579)	1,962,145	(464,375)

MATERIAL ACCOUNTING POLICES

CASH AND CASH EQUIVALENTS
Cash and cash equivalents include cash on hand, cash at bank, deposits available on demand with banks, other short term highly liquid investments that are readily convertible to known amounts of cash and which are subject to an insignificant risk of changes in value.

Term deposits are presented as cash equivalents if they have a maturity of three months or less from the date of acquisition and are repayable with 24 hours notice with no loss of interest.

Bank overdrafts are shown as short term borrowings in current liabilities in Note 3 - Net Current Assets.

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.

Interest received is presented under cashflows from operating activities in the Statement of Cash Flows where it is earned from financial assets that are held for cash management purposes.

5. PROPERTY, PLANT AND EQUIPMENT

The following assets are budgeted to be acquired and/or disposed of during the year.

	2026/27 Budget							2025/26 Actual							2025/26 Budget						
	Additions	In-kind Additions	Disposals - Net Book Value	Transfer to non-current assets classified as held for sale	Disposals - Sale Proceeds	Disposals - Profit	Disposals - Loss	Additions	In-kind Additions	Disposals - Net Book Value	Transfer to non-current assets classified as held for sale	Disposals - Sale Proceeds	Disposals - Profit	Disposals - Loss	Additions	In-kind Additions	Disposals - Net Book Value	Transfer to non-current assets classified as held for sale	Disposals - Sale Proceeds	Disposals - Profit	Disposals - Loss
(a) Property, Plant and Equipment	$	$	$		$	$	$	$	$	$		$	$	$	$	$	$		$	$	$
Buildings - specialised	2,667,224						0	636,251		(9,023)		0	0	(9,023)	2,684,583	0	0	0	0	0	0
Furniture and equipment	80,150						0	111,120		0				0	151,500	0	0	0	0	0	0
Plant and equipment	590,000		(54,996)		20,000		(34,996)	508,764		(171,507)	0	133,830	1,852	(39,529)	593,000	0	(178,022)		156,000	23,502	(45,524)
Total	3,337,374	0	(54,996)	0	20,000	0	(34,996)	1,256,135	0	(180,530)	0	133,830	1,852	(48,552)	3,429,083	0	(178,022)	0	156,000	23,502	(45,524)
(b) Infrastructure																					
Infrastructure - roads	2,535,403						0	1,378,941						0	1,320,111	0	0	0	0	0	0
Infrastructure - footpaths	54,932						0	71,373						0	75,000	0	0	0	0	0	0
Infrastructure - sewerage	223,227						0	218,312						0	329,339	0	0	0	0	0	0
Infrastructure - water supply	0						0	6,489						0	7,500	0	0	0	0	0	0
Infrastructure - parks and ovals	12,457						0	12,045						0	41,000	0	0	0	0	0	0
Total	2,826,019	0	0	0	0	0	0	1,687,160	0	0	0	0	0	0	1,772,950	0	0	0	0	0	0
Total	6,163,393	0	(54,996)	0	20,000	0	(34,996)	2,943,295	0	(180,530)	0	133,830	1,852	(48,552)	5,202,033	0	(178,022)	0	156,000	23,502	(45,524)

MATERIAL ACCOUNTING POLICIES

RECOGNITION OF ASSETS

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.

GAINS AND LOSSES ON DISPOSAL

Gains and losses on disposals are determined by comparing proceeds with the carrying amount. These gains and losses are included in profit or loss in the period which they arise.

6. DEPRECIATION

	2026/27 Budget	2025/26 Actual	2025/26 Budget
	$	$	$
By Class			
Buildings - specialised	341,999	342,000	328,839
Furniture and equipment	30,461	30,751	24,696
Plant and equipment	301,130	339,279	227,701
Other property, plant and equipment - Bushfire	115,916	115,917	116,022
Infrastructure - roads	1,537,953	1,538,420	1,490,712
Infrastructure - footpaths	36,443	36,443	33,694
Infrastructure - sewerage	39,379	39,379	28,507
Infrastructure - water supply	11,794	11,794	8,900
Infrastructure - parks and ovals	163,944	163,944	167,636
Right of use - land	1,699	1,699	1,588
	2,580,718	2,619,626	2,428,295
By Program			
Governance	57,741	57,747	45,660
Law, order, public safety	147,879	147,880	137,577
Education and welfare	34,901	34,901	34,919
Housing	32,702	32,702	32,568
Community amenities	90,298	90,512	78,718
Recreation and culture	366,927	367,467	361,747
Transport	1,574,862	1,574,864	1,526,165
Economic services	22,955	22,956	21,771
Other property and services	252,453	290,597	189,170
	2,580,718	2,619,626	2,428,295

MATERIAL ACCOUNTING POLICIES

DEPRECIATION
The depreciable amount of all fixed assets including buildings but excluding freehold land, are depreciated on a straight-line basis over the individual asset's useful life from the time the asset is held ready for use. Leasehold improvements are depreciated over the shorter of either the unexpired period of the lease or the estimated useful life of the improvements.

The assets residual values and useful lives are reviewed, and adjusted if appropriate, at the end of each reporting period.

An asset's carrying amount is written down immediately to its recoverable amount if the asset's carrying amount is greater than its estimated recoverable amount.

Major depreciation periods used for each class of depreciable asset are:

Buildings - specialised	4 to 100 years
Furniture and equipment	3 to 10 years
Plant and equipment	3 to 25 years
Other property, plant and equipment - Bus	5 to 13 years
Infrastructure - roads	0 to 100 years
Infrastructure - footpaths	7 to 56 years
Infrastructure - sewerage	0 to 156 years
Infrastructure - water supply	10 to 50 years
Infrastructure - parks and ovals	5 to 78 years
Right of use - land	Based on remaining lease

AMORTISATION
The depreciable amount of all intangible assets with a finite useful life, are depreciated on a straight-line basis over the individual asset's useful life from the time the asset is held for use.

The assets residual value of intangible assets is considered to be zero and useful live and amortisation method are reviewed at the end of each financial year.

Amortisation is included within Depreciation on non-current assets in the Statement of Comprehensive Income.

7. LEASE LIABILITIES

Purpose	Lease Number	Institution	Lease Interest Rate	Lease Term	Budget Lease Principal 1 July 2026	2026/27 Budget New Leases	2026/27 Budget Lease Principal Repayments	Budget Lease Principal outstanding 30 June 2027	2026/27 Budget Lease Interest Repayments	Actual Principal 1 July 2025	2025/26 Actual New Leases	2025/26 Actual Lease Principal repayments	Actual Lease Principal outstanding 30 June 2026	2025/26 Actual Lease Interest repayments	Budget Principal 1 July 2025	2025/26 Budget New Leases	2025/26 Budget Lease Principal repayments	Budget Lease Principal outstanding 30 June 2026	2025/26 Budget Lease Interest repayments
					$	$	$	$	$	$	$	$	$	$	$	$	$	$	$
Re-Use Water Dam	LE-03	Seabrook Aboriginal Corporation	3.4%	300	15,847	0	(1,677)	14,170	(505)	17,469	0	(1,622)	15,847	(560)	17,469	0	(1,622)	15,847	(560)
					15,847	0	(1,677)	14,170	(505)	17,469	0	(1,622)	15,847	(560)	17,469	0	(1,622)	15,847	(560)

MATERIAL ACCOUNTING POLICIES

LEASES

At the inception of a contract, the Shire assesses whether the contract is, or contains, 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 a lease liability at the present value of the lease payments that are not paid at 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.

LEASE LIABILITIES

The present value of future lease payments not paid at the reporting date discounted using the incremental borrowing rate where the implicit interest rate in the lease is not readily determined.

8. BORROWINGS

(a) Borrowing repayments

Movement in borrowings and interest between the beginning and the end of the current financial year.

Purpose	Loan Number	Institution	Interest Rate	Budget Principal 1 July 2026	2026/27 Budget New Loans	2026/27 Budget Principal Repayments	Budget Principal outstanding 30 June 2027	2026/27 Budget Interest Repayments	Actual Principal 1 July 2025	2025/26 Actual New Loans	2025/26 Actual Principal Repayments	Actual Principal outstanding 30 June 2026	2025/26 Actual Interest Repayments	Budget Principal 1 July 2025	2025/26 Budget New Loans	2025/26 Budget Principal Repayments	Budget Principal outstanding 30 June 2026	2025/26 Budget Interest Repayments
				$	$	$	$	$	$	$	$	$	$	$	$	$	$	$
Kalkarni Residency	Loan 80	WATC	5.6%	0	0	0	0	0	12,124	0	(12,124)	0	(395)	12,124	0	(12,124)	0	(593)
Staff Housing	Loan 80	WATC	5.6%	0	0	0	0	0	20,005	0	(20,005)	0	(632)	20,005	0	(20,005)	0	(979)
Sewerage	Loan 80	WATC	5.6%	0	0	0	0	0	8,487	0	(8,487)	0	(268)	8,487	0	(8,487)	0	(415)
Effluent Loan	Loan 83	WATC	4.5%	526,080	0	(52,088)	473,992	(23,054)	575,905	0	(49,825)	526,080	(20,814)	575,905	0	(49,825)	526,080	(29,148)
Sport & Recreation	Loan 81	WATC	7.0%	130,385	0	(85,431)	44,954	(7,603)	210,174	0	(79,789)	130,385	(17,365)	210,174	0	(79,789)	130,385	(14,947)
Grader	Loan 80	WATC	5.6%	0	0	0	0	0	20,005	0	(20,005)	0	(632)	20,005	0	(20,005)	0	(978)
				656,465	0	(137,519)	518,946	(30,657)	846,700	0	(190,235)	656,465	(40,106)	846,700	0	(190,235)	656,465	(47,060)
Self Supporting Loans																		
Country Club	Loan 82	WATC	7.0%	52,433	0	(34,355)	18,078	(3,057)	84,518	0	(32,085)	52,433	(1,303)	84,517	0	(32,086)	52,431	(6,012)
				52,433	0	(34,355)	18,078	(3,057)	84,518	0	(32,085)	52,433	(1,303)	84,517	0	(32,086)	52,431	(6,012)
				708,898	0	(171,874)	537,024	(33,714)	931,218	0	(222,320)	708,898	(41,409)	931,217	0	(222,321)	708,896	(53,072)

All borrowing repayments, other than self supporting loans, will be financed by general purpose revenue.
The self supporting loan(s) repayment will be fully reimbursed.

8. BORROWINGS (CONTINUED)

(b) New borrowings - 2026/27

The Shire does not intend to undertake any new borrowings for the year ended 30th June 2027

(c) Unspent borrowings

Loan Details	Purpose of the loan	Year loan taken	Amount b/fwd.	Amount used 2026/27 Budget	New loans unspent at 30 June 2027	Amount as at 30 June 2027
			$	$	$	$
Effluent Loan 83	Effluent System Upgrade	2024	61,500	61,500	0	0
			61,500	61,500	0	0

(d) Credit Facilities

	2026/27 Budget	2025/26 Actual	2025/26 Budget
	$	$	$
Undrawn borrowing facilities credit standby arrangements			
Bank overdraft limit	0	0	0
Bank overdraft at balance date	0	0	0
Credit card limit	21,500	21,500	21,500
Credit card balance at balance date	0	(3,551)	0
Total amount of credit unused	21,500	17,949	21,500
Loan facilities			
Loan facilities in use at balance date	537,024	708,898	708,896
Unused loan facilities at balance date	61,500	148,862	0

MATERIAL ACCOUNTING POLICIES

BORROWING COSTS
The Shire has elected to recognise borrowing costs as an expense when incurred regardless of how the borrowings are applied.

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.
Borrowings fair values are based on discounted cash flows using a current borrowing rate.

SHIRE OF BROOKTON
NOTES TO AND FORMING PART OF THE BUDGET
FOR THE YEAR ENDED 30 JUNE 2027

9. RESERVE ACCOUNTS

(a) Reserve Accounts - Movement

	2026/27 Budget				2025/26 Actual				2025/26 Budget			
	Opening Balance	Transfer to	Transfer (from)	Closing Balance	Opening Balance	Transfer to	Transfer (from)	Closing Balance	Opening Balance	Transfer to	Transfer (from)	Closing Balance
	$	$	$	$	$	$	$	$	$	$	$	$
Restricted by legislation												
(a) Sewerage Scheme Reserve	404,321	14,007	(158,160)	260,168	520,587	14,684	(130,950)	404,321	520,587	11,651	(199,680)	332,558
	404,321	14,007	(158,160)	260,168	520,587	14,684	(130,950)	404,321	520,587	11,651	(199,680)	332,558
Restricted by council												
(b) Leave reserve	165,293	5,726	0	171,019	159,363	5,930	0	165,293	159,363	3,567	0	162,930
(c) Plant and Vehicle reserve	683,483	418,678	(590,000)	512,161	655,511	536,110	(508,138)	683,483	655,510	545,671	(593,000)	608,181
(d) Furniture and Equipment Reserve	155,341	270,382	(179,098)	246,625	153,336	137,324	(135,319)	155,341	153,337	132,432	(178,710)	107,059
(e) Madison Square Units Reserve	37,384	1,606	0	38,990	35,732	1,652	0	37,384	35,732	1,111	0	36,843
(f) Brookton Community Resource Centre Rese	250,368	8,674	0	259,042	241,385	8,983	0	250,368	241,385	5,402	0	246,787
(g) Building and Facility Reserve	6,073,351	355,403	(963,500)	5,465,254	5,857,970	298,274	(82,893)	6,073,351	5,857,969	209,451	(804,583)	5,262,837
(h) Infrastructure Reserve	535,864	79,499	0	615,363	474,945	158,535	(97,616)	535,864	474,945	10,629	(97,616)	387,958
(i) Waste Reserve	841,675	159,316	(43,000)	957,991	796,986	44,689	0	841,675	796,986	32,348	0	829,334
(j) Aged Housing Reserve	479,422	16,609	0	496,031	462,221	17,201	0	479,422	462,222	10,345	0	472,567
(k) Innovations and Development Reserve	3,362,915	116,503	(1,564,540)	1,914,878	3,242,262	120,653	0	3,362,915	3,242,262	72,562	(1,510,000)	1,804,824
	12,585,096	1,432,396	(3,340,138)	10,677,354	12,079,711	1,329,351	(823,966)	12,585,096	12,079,711	1,023,518	(3,183,909)	9,919,320
	12,989,417	1,446,403	(3,498,298)	10,937,522	12,600,298	1,344,035	(954,916)	12,989,417	12,600,298	1,035,169	(3,383,589)	10,251,878

(b) Reserve Accounts - Purposes

In accordance with Council resolutions in relation to each reserve account, the purpose for which the reserves are set aside are as follows:

Reserve name	Anticipated date of use	Purpose of the reserve
Restricted by legislation		
(a) Sewerage Scheme Reserve	Ongoing	This reserve is to fund the expansion, ongoing renewal, maintenance and asset management needs of the Brookton Sewerage Scheme.
Restricted by council		
(b) Leave reserve	Ongoing	This reserve is for the funding of annual and long service leave requirements.
(c) Plant and Vehicle reserve	Ongoing	This reserve is for the purchase of major items in the Shire's plant and vehicle replacement program. Inclusive of the Community Bus.
(d) Furniture and Equipment Reserve	Ongoing	This reserve is for the replacement of major items of furniture and equipment.
(e) Madison Square Units Reserve	Ongoing	This reserve is to be used to fund any upgrades or major maintenance on the Madison Square Units.
(f) Brookton Community Resource Centre Rese	Ongoing	This reserve is to be used to fund any upgrades and services for the Brookton Community Resource Centre.
(g) Building and Facility Reserve	Ongoing	This reserve is for the construction, demolition, acquisition, renewal or upgrade of Shire owned Public and Community buildings and facilities.
(h) Infrastructure Reserve	Ongoing	This reserve is for the construction and upgrade of roads, bridges, paths and water infrastructure within the Shire.
(i) Waste Reserve	Ongoing	This reserve is to fund the compliant management and future rehabilitation of the Brookton Refuse Site.
(j) Aged Housing Reserve	Ongoing	This reserve is to be used to fund any upgrades or major maintenance on the Independent Living Units.
(k) Innovations and Development Reserve	Ongoing	This reserve is to fund inovative projects, identified in the Intregrated Planning and Reporting (IPR) framework, to grow and develop the Shire of Brookton.

10. OTHER INFORMATION

The net result includes as revenues	2026/27 Budget	2025/26 Actual	2025/26 Budget
	$	$	$
(a) Interest earnings			
Investments reserve	450,000	523,571	282,000
Investments other funds	30,000	0	5,000
Self supporting loans	3,057	5,326	5,326
Other interest revenue	21,900	29,388	17,000
	504,957	558,285	309,326
The net result includes as expenses			
(b) Auditors remuneration			
Audit services	72,077	47,077	72,077
Other services	15,030	4,150	15,030
	87,107	51,227	87,107
(c) Interest expenses (finance costs)			
Borrowings (refer Note 8(a))	33,714	41,409	53,072
Interest on lease liabilities (refer Note 7)	505	560	560
Other finance costs	5,180	9,394	0
	39,399	51,363	53,632
(d) Write offs			
General rate	800	3,127	800
	800	3,127	800

11. COUNCIL MEMBERS REMUNERATION

	2026/27 Budget	2025/26 Actual	2025/26 Budget
	$	$	$
President			
President's allowance	7,780	7,500	7,500
Meeting attendance fees	7,500	7,245	7,245
Travel and accommodation expenses	589	220	589
Superannuation contribution payments	900	945	0
	16,769	15,910	15,334
Deputy President			
Deputy President's allowance	1,945	1,875	1,875
Meeting attendance fees	4,165	4,020	4,020
Travel and accommodation expenses	589	475	589
Superannuation contribution payments	500	429	0
	7,199	6,799	6,484
Council member 1			
Meeting attendance fees	4,165	4,020	4,020
Travel and accommodation expenses	589	368	589
Superannuation contribution payments	500	328	0
	5,254	4,716	4,609
Council member 2			
Meeting attendance fees	4,165	2,824	4,020
Travel and accommodation expenses	589	725	589
Superannuation contribution payments	500		0
	5,254	3,549	4,609
Council member 3			
Meeting attendance fees	4,165	4,020	4,020
Travel and accommodation expenses	589	0	589
Superannuation contribution payments	500	339	0
	5,254	4,359	4,609
Council member 4			
Meeting attendance fees	4,165	3,015	4,020
Travel and accommodation expenses	589	121	589
Superannuation contribution payments	500		0
	5,254	3,136	4,609
Council member 5			
Meeting attendance fees	4,165	4,020	4,020
Travel and accommodation expenses	589	0	589
Superannuation contribution payments	500		0
	5,254	4,020	4,609
Total Council Member Remuneration	50,237	42,489	44,863
President's allowance	7,780	7,500	7,500
Deputy President's allowance	1,945	1,875	1,875
Meeting attendance fees	32,490	29,164	31,365
Travel and accommodation expenses	4,123	1,909	4,123
Superannuation contribution payments	3,899	2,041	0
	50,237	42,489	44,863

13. REVENUE AND EXPENDITURE

(a) Revenue and Expenditure Classification

REVENUES

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

GRANTS, SUBSIDIES AND CONTRIBUTIONS
All amounts received as grants, subsidies and contributions that are not capital grants.

CAPITAL GRANTS, SUBSIDIES AND CONTRIBUTIONS
Amounts received specifically for the acquisition, construction of new or the upgrading of non-current 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, 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 the charges which can be raised. These are television and radio broadcasting, underground electricity and neighbourhood surveillance services and water.
Exclude rubbish removal charges which should not be classified as a service charge. 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.

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
Other revenue, which cannot be classified under the above headings, includes dividends, discounts, rebates etc.

PROFIT ON ASSET DISPOSAL
Gain on the disposal of assets including gains on the disposal of long-term investments.

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.
Note: *AASB 119 Employee Benefits* provides a definition of employee benefits which should be considered.

MATERIALS AND CONTRACTS
All expenditures on materials, supplies and contracts not classified under other headings. These include supply of goods and materials, legal expenses, consultancy, maintenance agreements, communication expenses (such as telephone and internet charges), advertising expenses, membership, periodicals, publications, hire expenses, rental, leases, postage and freight etc.
Local governments may wish to disclose more detail such as contract services, consultancy, information technology and 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
Loss on the disposal of fixed assets.

DEPRECIATION ON NON-CURRENT ASSETS
Depreciation and amortisation expenses raised on all classes of assets.

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, provision for bad debts, member's fees or levies including DFES levy and State taxes. Donations and subsidies made to community groups.

13. REVENUE AND EXPENDITURE (CONTINUED)

(b) Revenue Recognition

Recognition of revenue from contracts with customers is dependant on the source of revenue and the associated terms and conditions associated with each source of revenue and recognised as follows:

Revenue Category	Nature of goods and services	When obligations typically satisfied	Payment terms	Returns/Refunds/ Warranties	Determination of transaction price	Allocating transaction price	Measuring obligations for returns	Timing of Revenue recognition
Rates	General Rates	Over time	Payment dates adopted by Council during the year	None	Adopted by council annually	When taxable event occurs	Not applicable	When rates notice is issued
Specified area rates	Rates charge for specific defined purpose	Over time	Payment dates adopted by Council during the year	Refund in event monies are unspent	Adopted by council annually	When taxable event occurs	Not applicable	When rates notice is issued
Service charges	Charge for specific service	Over time	Payment dates adopted by Council during the year	Refund in event monies are unspent	Adopted by council annually	When taxable event occurs	Not applicable	When rates notice is issued
Grant contracts with customers	Community events, minor facilities, research, design, planning evaluation and services	Over time	Fixed terms transfer of funds based on agreed milestones and reporting	Contract obligation if project not complete	Set by mutual agreement with the customer	Based on the progress of works to match performance obligations	Returns limited to repayment of transaction price of terms breached	Output method based on project milestones and/or completion date matched to performance obligations as inputs are shared
Grants, subsidies or contributions for the construction of non-financial assets	Construction or acquisition of recognisable non-financial assets to be controlled by the local government	Over time	Fixed terms transfer of funds based on agreed milestones and reporting	Contract obligation if project not complete	Set by mutual agreement with the customer	Based on the progress of works to match performance obligations	Returns limited to repayment of transaction price of terms breached	Output method based on project milestones and/or completion date matched to performance obligations as inputs are shared
Grants with no contractual commitments	contributions with no specific contractual commitments	No obligations	Not applicable	Not applicable	Cash received	On receipt of funds	Not applicable	When assets are controlled
Licences/ Registrations/ Approvals	Building, planning, development and animal management, having the same nature as a licence regardless of naming.	Single point in time	Full payment prior to issue	None	Set by State legislation or limited by legislation to the cost of provision	Based on timing of issue of the associated rights	No refunds	On payment and issue of the licence, registration or approval
Pool inspections	Compliance safety check	Single point in time	Equal proportion based on an equal annually fee	None	Set by State legislation	Apportioned equally across the inspection cycle	No refunds	After inspection complete based on a 4 year cycle
Other inspections	Regulatory Food, Health and Safety	Single point in time	Full payment prior to inspection	None	Set by State legislation or limited by legislation to the cost of provision	Applied fully on timing of inspection	Not applicable	Revenue recognised after inspection event occurs
Waste management collections	Kerbside collection service	Over time	Payment on an annual basis in advance	None	Adopted by council annually	Apportioned equally across the collection period	Not applicable	Output method based on regular weekly and fortnightly period as proportionate to collection service
Waste management entry fees	Waste treatment, recycling and disposal service at disposal sites	Single point in time	Payment in advance at gate or on normal trading terms if credit provided	None	Adopted by council annually	Based on timing of entry to facility	Not applicable	On entry to facility
Property hire and entry	Use of halls and facilities	Single point in time	In full in advance	Refund if event cancelled within 7 days	Adopted by council annually	Based on timing of entry to facility	Returns limited to repayment of transaction price	On entry or at conclusion of hire
Memberships	Gym and pool membership	Over time	Payment in full in advance	Refund for unused portion on application	Adopted by council annually	Apportioned equally across the access period	Returns limited to repayment of transaction price	Output method Over 12 months matched to access right
Fees and charges for other goods and services	Cemetery services, library fees, reinstatements and private works	Single point in time	Payment in full in advance	None	Adopted by council annually	Applied fully based on timing of provision	Not applicable	Output method based on provision of service or completion of works
Sale of stock	Aviation fuel, kiosk and visitor centre stock	Single point in time	In full in advance, on 15 day credit	Refund for faulty goods	Adopted by council annually, set by mutual agreement	Applied fully based on timing of provision	Returns limited to repayment of transaction price	Output method based on goods
Commissions	Commissions on licencing and ticket sales	Over time	Payment in full on sale	None	Set by mutual agreement with the customer	On receipt of funds	Not applicable	When assets are controlled
Reimbursements	Insurance claims	Single point in time	Payment in arrears for claimable event	None	Set by mutual agreement with the customer	When claim is agreed	Not applicable	When claim is agreed

14. PROGRAM INFORMATION

Key Terms and Definitions - Reporting Programs

In order to discharge its responsibilities to the community, Council has developed a set of operational and financial objectives. These objectives have been established both on an overall basis, reflected by the Shire's Community Vision, and for each of its broad activities/programs.

OBJECTIVE	ACTIVITIES
Governance To provide a decision making process for the efficient allocation of 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, closed circuit television 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.	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, building control and land care development of the Brookton district.	Tourism and area promotion including the maintenance and operation of a caravan park. Operation of Brookton Community Resource Centre. 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.

Shire of Brookton

2026/2027

FEES and CHARGES

SCHEDULE 04 - GOVERNANCE						
PHOTOCOPYING FEES						
Account Code	Statutory/ Council	Particulars	Unit	2026/27	GST	2026/27
I114010.139	C	Photocopying	Per A4 Sheet (Strictly Library Use Only)			As per CRC Charges
OTHER ADMINISTRATION						
I042010.139	C	Lost Keys	Per Key	$65.45	$6.55	$72.00
RATES & PROPERTY						
I031020.108	C	Rates Account Enquiry (Orders & Requisitions)	per enquiry		Exempt- D81	$181.00
Added to Assessment	C	Rates Special Arrangement Administration Fee	per assessment		Exempt- D81	$28.00
I031020.109	C	Debt Recovery - Debt Clearance Letter	per enquiry	$59.09	$5.91	$65.00
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	$97.27	$9.73	$107.00
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	As per CRC Charges
I042010.139	S	Charge for delivery, packaging and postage	Per application		Exempt- D81	At 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

Account Code	Statutory/ Council	Particulars	Unit	2026/27	GST	2026/27
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	$190.00	$19.00	**$209.00**
ANIMAL CONTROL						
I052010.111	C	Straying livestock - Mustering			GST Included	**Cost plus 20%**
DOG REGISTRATION LICENSE FEES						
All registrations expire on 31 October each year. 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			Exempt- D81	**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 26/27 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**

Account Code	Statutory/ Council	Particulars	Unit	2026/27	GST	2026/27
DOG IMPOUND FEES						
Dogs will not be released from the pound unless licence and pound fees are paid						
I052010.117	C	Seizure and impounding of dog		$107.27	$10.73	**$118.00**
I052010.117	C	Maintenance of dog in pound	Per day of part thereof - weekday	$44.55	$4.45	**$49.00**
I052010.117	C	Maintenance of dog in pound	Per day of part thereof - weekend	$139.09	$13.91	**$153.00**
I052010.117	C	Destruction of dog		$129.09	$12.91	**$142.00**
I052010.117	C	Surrender of Dog		$0.00	$0.00	**$0.00**
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	
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			Exempt- D81	**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**
I052010.111	S	Cat Registration Concessions: Pensioner Concession Card Holders - Half Fee			Exempt- D81	**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 of approval to breed cats (per cat)			Exempt- D81	**$100.00**

Account Code	Statutory/ Council	Particulars	Unit	2026/27	GST	2026/27
SCHEDULE 07 - HEALTH						
Statutory - Food Act 2008, Food Regulations 2009						
I072010.139	C	Food Business/Premises - Registration (Food Act s.140)	Per Registration	$135.45	$13.55	**$149.00**
I072010.139	C	Food Business Notification Community Group or very low risk	One off fee	$77.27	$7.73	**$85.00**
I072010.139	C	Food Inspections - Annual Fee	Annual Fee	$120.91	$12.09	**$133.00**
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	$214.55	$21.45	**$236.00**
I072010.139	C	Piggery Registration Fee	Per Registration	$272.73	$27.27	**$300.00**
I072010.139	C	Piggery Annual Inspection Fee	Annual Fee	$214.55	$21.45	**$236.00**
I072010.139	C	Offensive Trade Registration Fee	Per Registration	$325.45	$32.55	**$358.00**
I072010.139	C	Offensive Trade Annual Inspection Fee	Annual Fee	$272.73	$27.27	**$300.00**
I072010.139	C	Street Trading Fee	Per Day	$10.91	$1.09	**$12.00**
I072010.139	C	Street Trading Fee	Annual Fee	$290.91	$29.09	**$320.00**
I072010.139	C	Private event fee	Per event	$213.64	$21.36	**$235.00**
I072010.139	C	Health Service Fee	Quote or cost / hr	$116.36	$11.64	**$128.00**
I072010.139	S	Septic Tank Inspection & Application fee-No GST	Per application	$214.55	N	**$236.00**

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	$98.18	$9.82	**$108.00**
*(Private works for community groups, not for profit organisations and Shire service providers)						

Account Code	Statutory/ Council	Particulars	Unit	2026/27	GST	2026/27
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		Exempt- D81	$147.00
I104010.129	S		>$50,000 and < or = $499,999		Exempt- D81	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	S		> 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	$7,393.00
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	2026/27	GST	2026/27
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	$2,878.18	$287.82	$3,166.00
I104010.129	C		Standard	$3,731.82	$373.18	$4,105.00
I104010.129	C		Complex	$5,863.64	$586.36	$6,450.00
I104010.129	C	Extractive Industry Licence	Initial Application		Exempt- D81	$559.00
I104010.129	C		Renewal Application		Exempt- D81	$284.00
I104010.129	C		Annual Fee		Exempt- D81	$145.00
I104010.129	C	Permanent Road Closure Process	Per Closure Process	$277.27	$27.73	$305.00
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	$124.00
I105010.115	C	Single funeral permit			Exempt- D81	$90.00
I105010.115	C	Application for Monumental Mason's Licence			Exempt- D81	$90.00
I105010.115	C	Interment	Monday to Friday	$1,310.91	$131.09	$1,442.00
I105010.115	C		Weekend/Public Holidays/RDOs	$2,340.91	$234.09	$2,575.00
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.	$548.18	$54.82	$603.00
I105010.115	C	Interment of Ashes in Grave (over and above re-opening grave with headstone)		$176.36	$17.64	$194.00
I105010.115	C	Purchase of Grant of Right of Burial	Valid for 25 years		Exempt- D81	$194.00
I105010.115	C	Permission to Erect headstone		$99.09	$9.91	$109.00

Account Code	Statutory/ Council	Particulars	Unit	2026/27	GST	2026/27
I105010.115	C	Additional Stone Monument on grave		$99.09	$9.91	**$109.00**
I105010.115	C	Exhumation fee		$548.18	$54.82	**$603.00**
I105010.115	C	Application for Pre-Need Grant Right of Burial	Valid for 25 years	$176.36	$17.64	**$194.00**
		Niche Wall				
I105010.115	C	Interment - single compartment		$175.45	$17.55	**$193.00**
I105010.115	C	Interment - double compartment (1st Interment)		$340.00	$34.00	**$374.00**
I105010.115	C	Interment - double compartment (2nd Interment)		$173.64	$17.36	**$191.00**
I105010.115	C	Ashes removal - exhumation		$173.64	$17.36	**$191.00**
I105010.115	C	Reservation of Niche	Valid for 25 years	$173.64	$17.36	**$191.00**
I105010.115	C	Niche Wall Memorial plaque only (no internment)		$102.73	$10.27	**$113.00**
I105010.116	C	Chronicle - Submission of memorials - uploaded and edited by Shire staff		$97.27	$9.73	**$107.00**
		REFUSE/RUBBISH DISPOSAL				
I101010.120	C	Replacement Bin			GST Included	**At cost**
I101010.120	C	General Waste	Per tonne	$36.36	$3.64	**$40.00**
I101010.120	C	Green Waste	Per tonne	$36.36	$3.64	**$40.00**
I101010.120	C	Asbestos burial	Per tonne	$90.91	$9.09	**$100.00**
I101010.120	C	Asbestos burial	Minimum disposal cost	$90.91	$9.09	**$100.00**
I101010.120	C	Building rubble	Per tonne	$36.36	$3.64	**$40.00**
	C	Uncontaminated sand or fill				**$0.00**
I101010.120	C	Disposal of septic waste (from within SoB boundaries)	Per 2000 litres or part thereof	$75.45	$7.55	**$83.00**
I101010.120	C	Disposal of septic waste (from outside of SoB boundaries)	Per 2000 litres or part thereof	$322.73	$32.27	**$355.00**
I101010.120	C	Contractor/Commercial/Government Agencies	Per m^3	$64.55	$6.45	**$71.00**
I101010.120	C	Contractor/Commercial/Government Agencies	Per tonne	$64.55	$6.45	**$71.00**
I101010.120	C	Tip Access outside of opening hours (24 hrs notice)	Per Hour (min charge 1 hour)	$119.09	$11.91	**$131.00**
I101010.120	C	Trailer Mounted Skip Bin (for events)	Per Collection	$27.27	$2.73	**$30.00**
I101010.120	C	Cardboard Recycle Bins	Per Collection	$119.09	$11.91	**$131.00**

Account Code	Statutory/ Council	Particulars	Unit	2026/27	GST	2026/27
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		$140.91	$14.09	**$155.00**
Rates	C	Rubbish Service Charge - Includes Waste Bin (weekly pickup) & Recycle Bin (fortnightly pickup)			Exempt- D81	**$422.00**
Rates	C	Rubbish Service Charge - Additional Waste Bin (weekly pickup)			Exempt- D81	**$190.00**
Rates	C	Rubbish Service Charge - Additional Recycle Bin (fortnightly pickup)			Exempt- D81	**$232.00**
Rates	C	Refuse Site Rate - UV			Exempt- D82	**$70.00**
Rates	C	Refuse Site Rate - GRV			Exempt- D83	**$70.00**
SEWERAGE SCHEME						
Specified Area Rates - Brookton Sewerage Scheme (Charged under Section 41 of the Health (Miscellaneous Provisions) Act 1911). *OOS: Out of Scope – not subject to GST						
I102011.172	C	Sewerage Rates - Minimum - GRV		$775.00	OOS*	**$775.00**
Brookton Sewerage Scheme . Calculated Rate-in-Dollar Charge						
I102011.172	C	GRV		5.7357 Cents	OOS*	**5.7357 Cents in the $**
Section 106 of Health (Miscellaneous Provisions) Act 1911, the following service charges (i.e., pan charge) are to be levied on properties that hold a rate exemption status under section 6.26 (2) of the Local Government Act 1995, in lieu of a sewerage charge. *OOS: Out of Scope – not subject to GST						
I102011.173	C	Pedestal (The base structure supporting a toilet bowl, connected to the sewer for waste disposal)	per unit	$250.00	OOS*	**$250.00**
I102011.173	C	Water Closet (A flush toilet unit that discharges waste into the sewerage system)	per unit	$250.00	OOS*	**$250.00**
I102011.173	C	Slophopper/Cleaners Sink (A fixture used for disposing of dirty water or waste from cleaning, connected to the sewerage system)	per unit	$250.00	OOS*	**$250.00**
I102011.173	C	Universal Rundle (U.R.C) (A floor drain or gully trap that collects wastewater from various sources and directs it to the sewerage system)	per unit	$250.00	OOS*	**$250.00**

Account Code	Statutory/ Council	Particulars	Unit	2026/27	GST	2026/27
SCHEDULE 11 - RECREATION AND CULTURE						
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 .						
Bonds (Refundable)						
I013010.134	C	Bond - No Alcohol			Exempt	**$258.00**
I013010.134	C	Bond - With Alcohol			Exempt	**$515.00**
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)	$272.73	$27.27	**$300.00**
I111011.116	C	Private Function	Flat Daily Rate (6am to 12midnight)	$162.73	$16.27	**$179.00**
I111011.116	C	Private Function	Flat Hourly Rate (excluding weekend hire)	$25.45	$2.55	**$28.00**
I111011.116	C	Community Group	Flat Daily Rate (6am to 12midnight)	$41.82	$4.18	**$46.00**
I111011.116	C	Community Group	Flat Hourly Rate	$6.36	$0.64	**$7.00**
I111011.116	C	Brookton performing Arts Annual Fee	Per Annum	$193.64	$19.36	**$213.00**
Brookton Performing Arts Annual Fee Include: 1. The use of the Memorial Hall for rehearsals; 2. Three (3) function hires (full facility) which would include productions/performances. **Provided that;** 1. Bookings are made for every use; 2. The buildings and 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**

Account Code	Statutory/ Council	Particulars	Unit	2026/27	GST	2026/27
WB EVA PAVILION - ENTIRE FACILITY (EXCLUDING THE GYMNASIUM)						
I111012.116	C	Commercial/State Government & Other Agencies	Flat Daily Rate (6am to 12midnight)	$346.36	$34.64	**$381.00**
I111012.116	C	Private Function	Flat Daily Rate (6am to 12midnight)	$172.73	$17.27	**$190.00**
I111011.116	C	Private Function	Flat Hourly Rate (excluding weekend hire)	$25.45	$2.55	**$28.00**
I111012.116	C	Community Group	Flat Daily Rate (6am to 12midnight)	$62.73	$6.27	**$69.00**
I111012.116	C	Community Group	Flat Hourly Rate	$10.91	$1.09	**$12.00**
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)	$126.36	$12.64	**$139.00**
I111012.116	C	Commercial/State Government & Other Agencies	Flat Hourly Rate	$27.27	$2.73	**$30.00**
I111012.116	C	Private Function	Flat Daily Rate (6am to 12midnight)	$58.18	$5.82	**$64.00**
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)	$22.73	$2.27	**$25.00**
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	$146.36	$14.64	**$161.00**
I113010.116	C	Hire of Oval per hour	Flat Hourly Rate	$34.55	$3.45	**$38.00**

Account Code	Statutory/ Council	Particulars	Unit	2026/27	GST	2026/27
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	$94.55	$9.45	**$104.00**
I113010.139	C	Adult Membership - 6 Month	$26.66 per month	$167.27	$16.73	**$184.00**
I113010.139	C	Adult Membership - 1 Year	$20.00 per month	$251.82	$25.18	**$277.00**
Junior (Under the age of 18 but over the age of 12 years)						
I113010.139	C	Junior Membership - 3 Month	50% of Adult Fee	$47.27	$4.73	**$52.00**
I113010.139	C	Junior Membership - 6 Month	50% of Adult Fee	$83.64	$8.36	**$92.00**
I113010.139	C	Junior Membership - 1 Year	50% of Adult Fee	$126.36	$12.64	**$139.00**
Seniors & Concession Card Holders (Current card must be sighted)						
I113010.139	C	Concession Membership - 3 Months	50% of Adult Fee	$47.27	$4.73	**$52.00**
I113010.139	C	Concession Membership - 6 Months	50% of Adult Fee	$83.64	$8.36	**$92.00**
I113010.139	C	Concession Membership - 1 Year	50% of Adult Fee	$126.36	$12.64	**$139.00**
Group Fees						
I113010.139	C	Commercial Activities/State Government & Other Agencies	Per Session *	$28.18	$2.82	**$31.00**
* Session is any period up to 1.5 hours; run by a qualified instructor, and not more that one session allowed between 5.00pm and 9.00pm per day.						
Professional Assistance - Access to gym accompanied by existing gym members						
I113010.139	C	Specialist service fee, for gym access	Annual	$9.09	$0.91	**$10.00**
COMMUNITY GROUP CONTRIBUTIONS						
I113010.124	C	Football Club	Per Annum	$1,503.64	$150.36	**$1,654.00**
I113010.124	C	Cricket Club	Per Annum	$796.36	$79.64	**$876.00**
I113010.124	C	Hockey Club	Per Annum	$796.36	$79.64	**$876.00**
I113010.124	C	Mixed Night Netball (per Session)	Per Session	$39.09	$3.91	**$43.00**
I113010.124	C	Tennis Club	Per Annum	$1,520.91	$152.09	**$1,673.00**
Sporting Club Fees Include : 1. The use of the Oval/Courts for home game fixture; 2. The use of the change rooms for training nights and home game fixtures; 3. The use of the facilities for home game fixture; 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) **Provided that;** 1. Bookings are made for every use; 2. The buildings and facilities are left clean as per the Conditions of Use, including playing surfaces; and 3. That all damage or faults are reported.						

Account Code	Statutory/ Council	Particulars	Unit	2026/27	GST	2026/27
COMMUNITY BUS HIRE						
I113010.113	C	Full Hire *	Per Km	$0.91	$0.09	**$1.00**
I113010.113	C	Minimum Hire *	Minimum	$43.64	$4.36	**$48.00**
I113010.113	C	Cleaning Charges	Per 15 minutes or part thereof	$24.55	$2.45	**$27.00**
I113010.113	C	Minimum Cleaning Charge	Minimum	$52.73	$5.27	**$58.00**
I113010.113	C	Trailer Hire (per use)		$42.73	$4.27	**$47.00**
* Vehicle is provided with a full tank of fuel and must be returned in the same condition.						
I043010.134	C	Bond (refundable)		$361.00	Exempt	**$361.00**
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	Free	**Free**
Season Tickets						
I112010.128	C	Single		$47.27	$4.73	**$52.00**
I112010.128	C	Family		$140.91	$14.09	**$155.00**
Free Entry; Australia Day Event - Specific community event included						
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**

Account Code	Statutory/ Council	Particulars	Unit	2026/27	GST	2026/27
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 $121		Exempt- D81	0.19% of Cost of Construction
I134010.112	S	Certified applications for a Building Permit Class 2 to 9	Minimum Fee $121		Exempt- D81	0.09% of Cost of Construction
I134010.112	S	Uncertified Building Application	Minimum Fee $121		Exempt- D81	0.32% of Cost of Construction
I134010.112	S	Application for a Demolition Permit Class 1 & 10	Minimum Fee $121		Exempt- D81	$121.00
I134010.112	S	Application for a Demolition Permit Class 2 to 9	Minimum Fee $121		Exempt- D81	$121.00
I134010.112	S	Application to extend Building or Demolition permit per storey	Minimum Fee $121		Exempt- D81	$121.00
I134010.112	S	Application for an Occupancy Permit - completed building	Minimum Fee $121		Exempt- D81	$121.00
I134010.112	S	Application for a Temporary Occupancy Permit - incomplete building	Minimum Fee $121		Exempt- D81	$121.00
I134010.112	S	Application for modification of an Occupancy Permit for additional use of a building on a temporary basis	Minimum Fee $121		Exempt- D81	$121.00
I134010.112	S	Application for an Occupancy Permit for a permanent change of the building use classification	Minimum Fee $121		Exempt- D81	$121.00
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.
I134010.112	S	Application for an Occupancy Permit - unauthorised building work	Minimum Fee $105.00		Exempt- D81	0.18% of Cost of Construction

Account Code	Statutory/ Council	Particulars	Unit	2026/27	GST	2026/27
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	Minimum Fee $121		Exempt- D81	$121.00
I134010.112	S	Application for a Building Approval Certificate for an existing building - authorised building work	Minimum Fee $121		Exempt- D81	$121.00
I134010.112	S	Application to extend the time which an Occupancy Permit of Building Approval Certificate has effect	Minimum Fee $121		Exempt- D81	$121.00
I134010.112	S	Amendment of Building Permits	Minimum Fee $121		Exempt- D81	$121.00
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

Account Code	Statutory/ Council	Particulars	Unit	2026/27	GST	2026/27
TOWN PLANNING FEES						
I122030.160	C	Rural Street Address	Application Fee	$210.00	$21.00	**$231.00**
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	$31.82	$3.18	**$35.00**
I132010.114	C	Caravan Club - powered site - per van **(The $10.00 booking fee does not apply to this booking)**	Per Night	$29.09	$2.91	**$32.00**
Unpowered Site Per Van						
I132010.114	C	Per Night	Nightly	$27.27	$2.73	**$30.00**
I132010.114	C	Caravan Club - unpowered site - per van **(The $10.00 booking fee does not apply to this booking)**	Per Night	$22.73	$2.27	**$25.00**
Camping (grassed area)						
I132010.114	C	Per Night	Nightly	$23.64	$2.36	**$26.00**
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**
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.						

Account Code	Statutory/ Council	Particulars	Unit	2026/27	GST	2026/27
Chalets						
All bookings to be made through the Online Portal. Payment via Credit Card. Note: Caravan Park Bookings (Chalets) must be paid in FULL prior to arrival						
I132010.114	C	2 Bedroom (sleeps 4) self contained chalet unit (Linen included)	Per Night	$194.09	$19.41	**$213.50**
I132010.114	C	2 Bedroom (sleeps 4) self contained chalet unit (Linen included)	Per Week	$1,164.55	$116.45	**$1,281.00**
I132010.114	C	2 Bedroom (sleeps 5) self contained chalet unit (Linen included)	Per Night	$206.82	$20.68	**$227.50**
I132010.114	C	2 Bedroom (sleeps 5) self contained chalet unit (Linen included)	Per Week	$1,240.91	$124.09	**$1,365.00**
I132010.114	C	1 Bedroom (sleeps 2) self contained chalet unit (Linen included)	Per Night	$143.18	$14.32	**$157.50**
I132010.114	C	1 Bedroom (sleeps 2) self contained chalet unit (Linen included)	Per Week	$859.09	$85.91	**$945.00**
I132010.114	C	Replacement Key	Per Key	$32.73	$3.27	**$36.00**
I132010.114	C	Caravan Park - Chalet Cleaning/damage (extra cleaning required)	Minimum Charge	$53.64	$5.36	**$59.00**
I132010.114	C	Caravan Park - Chalet Cleaning/damage (extra cleaning required)	Per 15 minutes or part thereof	$24.55	$2.45	**$27.00**
I132010.114	C	Caravan Park - Chalet items: broken/damaged/replacement				**Cost plus 50%**
I132010.114	C	After hours call out fee (lost key etc.)		$94.55	$9.45	**$104.00**
Caravan Park - No refunds are provided for chalets, bays, or sites without a minimum of 7 days' written notice prior to the booking or arrival date. Bookings may be rescheduled with at least 7 days' notice, and an additional $10.00 booking fee applies						
I132010.114	C	Caravan Park - Booking and invoice fee		$9.09	$0.91	**$10.00**
STANDPIPE WATER						
I136010.127	C	Standpipe Water - 50mm Commercial Standpipe (high flow)	per kilolitre		GST Free	**$18.00**
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	2026/27	GST	2026/27
COMMUNITY RESOURCE CENTRE						
Advertising Rates - Telegraph						
GR0005.191	C	B&W	Full Page	$39.09	$3.91	**$43.00**
GR0005.191	C		Half page	$25.45	$2.55	**$28.00**
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	$50.91	$5.09	**$56.00**
GR0005.191	C	External community groups - An external community group is any group located outside of the Shire of Brookton	Max 2 Pages Colour	$100.00	$10.00	**$110.00**
GR0005.191	C	Colour advertising	Full Page	$73.64	$7.36	**$81.00**
GR0005.191	C	Colour advertising - Half page	Half page	$36.36	$3.64	**$40.00**
GR0005.191	C	Community Group	Full Page - Colour	$43.64	$4.36	**$48.00**
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	$42.73	$4.27	**$47.00**
GR0005.191	C	B & W Business Card (financial year)	Single entry	$4.55	$0.45	**$5.00**
GR0005.191	C	Brookton Telegraph - Tradies 1/4 page advertising (24 editions - financial year)	Each	$343.64	$34.36	**$378.00**
GR0005.191	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)	Change of wording - 1 sponsor per FY - Front page banner, 1 x A4 colour page, 1 x B/W A4 page, 1 x hard copy per edition	$2,393.64	$239.36	**$2,633.00**

Account Code	Statutory/ Council	Particulars	Unit	2026/27	GST	2026/27
GR0005.191	C	Telegraph - Silver Tier Sponsorship (financial year)	Change of wording - 1 x B/W page1 x trade, 1 x colour business logo on back page, 1 x tradies 1/4 page, 1 x hard copy, per edition	$1,347.27	$134.73	**$1,482.00**
GR0005.191	C	Telegraph - Bronze Tier Sponsorship (financial year)	Change of wording - 1 x B/W 1/2 page & 1 x business card per edition	$520.00	$52.00	**$572.00**
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	$0.91	$0.09	**$1.00**
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	Photo paper	A4	$2.73	$0.27	**$3.00**
GR0005.191	C	Self serve instant prints - 2 prints, or part there of	6x4	$0.45	$0.05	**$0.50**
GR0005.191	C	Self serve instant prints - 2 prints, or part there of	6x8	$0.91	$0.09	**$1.00**
GR0005.191	C	Self serve instant prints - Per print - Passport Photo	35mm–40mm wide by 45mm–50mm high	$7.27	$0.73	**$8.00**

Account Code	Statutory/ Council	Particulars	Unit	2026/27	GST	2026/27
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	$14.55	$1.45	$16.00
GR0005.191	C	Community Directory	A4	$9.09	$0.91	$10.00
GR0005.191	C	Directory Advert/Sponsorship	A4 Full Colour Page	$241.82	$24.18	$266.00
GR0005.191	C	Directory Advert/Sponsorship	1/2 Page Full Colour Page	$125.45	$12.55	$138.00
GR0005.191	C	Directory General Business Listing	N/A	$49.09	$4.91	$54.00
GR0005.191	C	Directory Club /Special Interest/Community Group	1/4 Page Feature	$49.09	$4.91	$54.00
GR0005.191	C	Scanning & email 1- 50 pages	Any size - per page	$1.82	$0.18	$2.00
GR0005.191	C	Scanning 50 plus pages	Any size - per page	$0.91	$0.09	$1.00
GR0005.191	C	Secretarial Services	P/hour	$24.55	$2.45	$27.00
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	$2,410.91	$241.09	$2,652.00
Room & Video Conference Hire						
GR0005.191	C	Room	1 Hour	$25.45	$2.55	$28.00
GR0005.191	C		Half Day	$50.91	$5.09	$56.00
GR0005.191	C		Full Day	$75.45	$7.55	$83.00
Exam Facilitation						
GR0005.191	C	Exam room hire	Per hour	$50.91	$5.09	$56.00
GR0005.191	C	Exam Invigilation	Per hour	$50.91	$5.09	$56.00

Account Code	Statutory/ Council	Particulars	Unit	2026/27	GST	2026/27
Equipment Hire						
GR0005.191	C	Projector & Screen		$50.91	$5.09	**$56.00**
GR0005.191	C	PA System		$20.91	$2.09	**$23.00**
GR0005.191	C	Whiteboard		$20.91	$2.09	**$23.00**
Courses						
GR0005.191	C	Community Events, Training & Programs			GST Included	**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	per membership	$4.55	$0.45	**$5.00**
GR0005.191	C	Australia Adventure Passport	1 x passport	$10.91	$1.09	**$12.00**

Account Code	Statutory/ Council	Particulars	Unit	2026/27	GST	2026/27
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	$192.73	$19.27	**$212.00**
SUNDRY DEBTOR	C	Grader	Weekday	$236.36	$23.64	**$260.00**
SUNDRY DEBTOR	C	Multi Tyred Roller	Weekday	$228.18	$22.82	**$251.00**
SUNDRY DEBTOR	C	Backhoe	Weekday	$218.18	$21.82	**$240.00**
SUNDRY DEBTOR	C	Tip Truck (Canter)	Weekday	$210.00	$21.00	**$231.00**
SUNDRY DEBTOR	C	Tip Truck (Tandem)	Weekday	$243.64	$24.36	**$268.00**
SUNDRY DEBTOR	C	Bobcat	Weekday	$148.18	$14.82	**$163.00**
SUNDRY DEBTOR	C	Utility	Weekday	$210.00	$21.00	**$231.00**
SUNDRY DEBTOR	C	Tree Planter	Weekday	$57.27	$5.73	**$63.00**
SUNDRY DEBTOR	C	Cub Cadet Slasher	Weekday	$140.91	$14.09	**$155.00**
SUNDRY DEBTOR	C	Labourer	Weekday	$101.82	$10.18	**$112.00**
SUNDRY DEBTOR	C	Water Truck	Weekday	$210.00	$21.00	**$231.00**
SUNDRY DEBTOR	C	Street Sweeper Tow Behind	Weekday	$57.27	$5.73	**$63.00**
SUNDRY DEBTOR	C	Toro - Mower	Weekday	$148.18	$14.82	**$163.00**
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**

SHIRE OF BROOKTON
STATEMENT OF ESTIMATED CAPITAL EXPENDITURE AND SOURCES OF FUNDS FOR THE PERIOD 1 JULY 2026 TO 30 JUNE 2027

									Source of Funds					
Particulars	GL Account Number	Job Number	GL Cost Account	Job Cost Account	Cost Accounts Agree	Balance Sheet Category	Balance Sheet Description (Asset Class)	Budget 2026/27	Borrowings	Grants/ Contributions	Restricted	Reserves	Proceeds on Sale of Assets	Municipal Funds
General Purpose Funding														
Governance														
Administration														
CAPEX - ELECTRONIC EQUIPMENT	E042520	ELECCAP	E042520	E042520	Y	9232	Furniture & Equipment	$ 39,150.00				$ 39,150	$ -	$ -
								$ 39,150.00	$ -	$ -	$ -	$ 39,150	$ -	$ -
Law, Order & Public Safety														
								$ -						$ -
								$ -	$ -	$ -	$ -	$ -	$ -	$ -
Health														
								$ -	$ -	$ -	$ -	$ -	$ -	$ -
Education & Welfare														
								$ -	$ -	$ -	$ -	$ -	$ -	$ -
Housing														
Housing - Council Staff														
HOUSING PROGRAM ADDITIONAL STAFF HOUSING	E091511	SHCOSFC3	E091511	E091511	Y	9230	Buildings	$ 500,000.00				$ 500,000		$ -
PURCHASE ADDITIONAL RESIDENTIAL LAND - STOCK	E092510	RLANDCAP	E092510	E092510	Y	9230	Buildings	$ 45,000.00				$ 45,000		$ -
								$ 545,000.00	$ -	$ -	$ -	$ 545,000	$ -	$ -
Community Amenities														
Refuse Collection														
PURCHASE BUILDINGS	E101510		E101510			9230	Buildings	$ 43,000.00				$ 43,000		$ -
Sewerage														
BROOKTON WASTEWATER (EFFLUENT) OXIDATION POND - DESLUDGING	E102540	SEWEDS	E102540	E102540	Y	9254	Infrastructure - Sewerage	$ 26,097.00				$ 26,097		$ -
BROOKTON WASTEWATER (EFFLUENT) OXIDATION POND - FENCE	E102540	SEWEFE	E102540	E102540	Y	9254	Infrastructure - Sewerage	$ 103,130.00				$ 103,130		$ -
SEWERAGE PIPE RELINING/UPGRADE	E102541	SEWPIPE	E102541	E102541	Y	9254	Infrastructure - Sewerage	$ 94,000.00	$ -		$ 61,500			$ 32,500
Other Community Amenities														
CEMETERY NEW NICHE WALL AND SHELTER	E105510	CEMECAP	E105510	E105510	Y	9230	Buildings	$ 49,000.00				$ 49,000		$ -
								$ 315,227.00	$ -	$ -	$ 61,500.00	$ 221,227	$ -	$ 32,500
Recreation & Culture														
Public Halls & Pavilions														
MEMORIAL HALL RENEWALS	E111511	MHALLSFC	E111511	E111511	Y	9230	Buildings	$ 100,000.00				$ 100,000		$ -
KWEDA HALL RENEWAL	E111512		E111512	E111512	Y	9230	Buildings	$ 8,500.00						$ 8,500
WB EVA SPORT PAVILION	E111550	WBSPCAP	E111550	E111550	Y	9256	Infrastructure - Parks & Gardens	$ 12,457.00						$ 12,457
Swimming Pool														
POOL - CAPITAL	E112510	POOLCAP	E112510	E112510	Y	9230	Buildings	$ 229,500.00				$ 229,500		$ -
STARTING BLOCKS - POOL	E112510	STBLOC	E112510	E112510	Y	9230	Buildings	$ 20,000.00				$ 20,000		$ -
FOOTPATHS BROOKTON AQUATIC CENTRE	E112510	POOLFP	E112510	E112510	Y	9230	Buildings	$ 20,000.00						$ 20,000
Other Recreation & Sport														
PURCHASE FURNITURE & EQUIPMENT	E113520					9232	Furniture & Equipment	$ 7,000.00				$ 7,000		$ -
Other Culture														
RAILWAY STATION BUILDING REFURBISHMENT	E115510	RWSTCAP	E115510	E115510	Y	9230	Buildings	$ 1,582,224.00		$ 44,695		$ 1,514,540		$ 22,989
ARTWORK - PUBLIC AND VISUAL	E115520	ARTCAP	E115520	E115520	Y	9232	Furniture & Equipment	$ 16,000.00						$ 16,000
General Recreation														
PURCHASE FURNITURE & EQUIPMENT	E116520					9232	Furniture & Equipment	$ 18,000.00				$ 18,000		$ -
								$ 2,013,681.00	$ -	$ 44,695	$ -	$ 1,889,040	$ -	$ 79,946
Transport														
Infrastructure Construction														
Rural Roads Construction														
RRG (MRWA) Project Funded Works														
YORK-WILLIAMS ROAD	E121555	YORKRRG	E121555	E121555	Y	9250	Infrastructure - Roads	$ 1,270,000.00		$ 1,270,000				$ -
BROOKTON-KWEDA ROAD (RRG)	E121555	BRKWRRG	E121555	E121555	Y	9250	Infrastructure - Roads	$ 865,012.00		$ 562,391				$ 302,621
R2R (DITRDCSA) Funded Works														
ROBINSON ROAD	E121560	ROBIR2R	E121560	E121560	Y	9250	Infrastructure - Roads	$ 85,800.00		$ 85,800				$ -
AVON BANK AND KORRNONG STREET	E121560	AVONR2R	E121560	E121560	Y	9250	Infrastructure - Roads	$ 179,037.00		$ 179,028				$ 9
WILLS ROAD	E121560	WILLR2R	E121560	E121560	Y	9250	Infrastructure - Roads	$ 135,554.00		$ 135,512				$ 42
Footpath Construction														
FOOTPATH CONSTRUCTION	E121575	FOOT01	E121575	E121575	Y	9252	Infrastructure - Footpaths	$ 54,932.00						$ 54,932
								$ 2,590,335.00	$ -	$ 2,232,731	$ -	$ -	$ -	$ 357,604
Economic Services														
Tourism and Area Promotion														
PURCHASE BUILDINGS	E132510					9230	Buildings	$ 20,000.00				$ 20,000		$ -
Other Economic Services														

SHIRE OF BROOKTON
STATEMENT OF ESTIMATED CAPITAL EXPENDITURE AND SOURCES OF FUNDS FOR THE PERIOD 1 JULY 2026 TO 30 JUNE 2027

									Source of Funds					
Particulars	GL Account Number	Job Number	GL Cost Account	Job Cost Account	Cost Accounts Agree	Balance Sheet Category	Balance Sheet Description (Asset Class)	Budget 2026/27	Borrowings	Grants/ Contributions	Restricted	Reserves	Proceeds on Sale of Assets	Municipal Funds
LAND FOR BROOKTON COMMERCIAL/INDUSTRIAL HUB	E136510	INDLCAP	E136510	E136510	Y	9230	Buildings	$ 50,000.00				$ 50,000		$ -
								$ 70,000.00	$ -	$ -	$ -	$ 70,000	$ -	$ -
Other Property & Services														
Plant Operation Costs														
PURCHASE P&E - REPLACEMENT PR8 2012 BOMAG SMOOTH DRUM ROLLER - BO5416	E143530	EP005	E143530	E143530	Y	9234	Plant & Equipment	$ -				$ -	$ -	$ -
PURCHASE P&E - REPLACEMENT PPT4 BARTCO PORTABLE TRAFFIC LIGHT SYSTEM & TRAILER□	E143530	LIGHTV6	E143530	E143530	Y	9234	Plant & Equipment	$ -				$ -	$ -	$ -
PURCHASE P&E - REPLACEMENT PT5 PORTABLE MESSAGE BOARD TRAILER	E143530	LIGHTV7	E143530	E143530	Y	9234	Plant & Equipment	$ -				$ -	$ -	$ -
PURCHASE P&E - REPLACEMENT PT6 PORTABLE MESSAGE BOARD TRAILER	E143530	LIGHTV8	E143530	E143530	Y	9234	Plant & Equipment	$ -				$ -	$ -	$ -
PURCHASE P&E - REPLACEMENT PU33 MITSUBISHI MR4L20 GLX 4.2 SINGLE CAB UTILITY-BO039□	E143530	LIGHTV9	E143530	E143530	Y	9234	Plant & Equipment	$ -				$ -	$ -	$ -
PURCHASE P&E - REPLACEMENT 2014 FOTON TUNLAND UTE	E143530	LIGHTV3	E143530	E143530	Y	9234	Plant & Equipment	$ -				$ -	$ -	$ -
PURCHASE P&E - REPLACEMENT PT15 TRUCK	E143530	PTA21	E143530	E143530	Y	9234	Plant & Equipment	$ 100,000.00				$ 570,000	$ 20,000	$ -
PURCHASE P&E - NEW LOADER	E143530	PLA8	E143530	E143530	Y	9234	Plant & Equipment	$ 360,000.00						
PURCHASE P&E - NEW TRACTOR	E143530	PTA22	E143530	E143530	Y	9234	Plant & Equipment	$ 130,000.00						
								$ 590,000.00	$ -	$ -	$ -	$ 570,000	$ 20,000	$ -
GRAND TOTAL								$ 6,163,393.00	$ -	$ 2,277,426	$ 61,500	$ 3,334,417	$ 20,000	$ 470,050

SHIRE OF BROOKTON

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD ENDED 30 JUNE 2027

DISPOSALS OF ASSETS

The following assets have been disposed of during the period under review:

	Asset #	Plant #	GL #	Job #	Proceeds Date	Written Down Value 2026/27 Budget $	Sale Proceeds/Reserve Price 2026/27 Budget $	Profit(Loss) 2026/27 Budget $	Profit GL #	Profit $	Loss GL #	Loss $
Plant and Equipment												
Transport												
Hino 300 Series-Bo5593	PT15	PT15	I143498	-	31/10/2026	54,996	20,000	(34,996)	I123499		E123499	(34,996.00)
						54,996	20,000	(34,996)		0.00		(34,996.00)

Summary

	2026/27 Adopted Budget $
Profit on Asset Disposals	0
Loss on Asset Disposals	(34,996)
	(34,996)

15.08.26 GOVERNANCE REPORTS

15.08.26.01 CHANGE SEPTEMBER ORDINARY COUNCIL MEETING DATE

File No:	GOV022C
Date of Meeting:	20 August 2026
Location/Address:	Shire of Brookton
Name of Applicant:	N/A
Name of Owner:	Shire of Brookton
Author/s:	Sandie Spencer – Executive Governance Officer
Authorising Officer:	Gary Sherry – Chief Executive Officer
Declaration of Interest:	The author and authorising officer have an operational interest in this item.
Voting Requirements:	Simple Majority
Previous Report:	N/A

Summary of Item:
Council is to review the scheduling of Ordinary Council Meetings for the remainder of 2026.

Description of Proposal:
The Officer's Recommendation is to:
1. have an amended start time of 3pm which is considered to be more suitable for Elected Members; and
2. and move the September Ordinary Meeting to Thursday 24th September 2026 to avoid a conflict with attendance at the WALGA 2026 Conference

Background:
Council has traditionally held their Ordinary Council Meetings on the third Thursday of each month other than January.

In November 2025 Council resolved to hold Ordinary Council Meetings commencing at 6pm on the following dates in 2026:
1. 19th February 2026
2. 19th March 2026
3. 16th April 2026
4. 21st May 2026
5. 18th June 2026
6. 16th July 2026
7. 20th August 2026
8. 17th September 2026
9. 15th October 2026
10. 19th November 2026
11. 17th December 2026

Consultation:
No consultation was undertaken in relation to this report.

Statutory Environment:
Local Government regulations require that Council and committee meeting dates are required to be advertised in advance.

Relevant Plans and Policy: Nil

Financial Implications:
There are no significant financial implication in relation to this matter.

Risk Assessment:
There is no significant risk in relation to this matter.

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:
In considering the start time of meetings, Council should consider:

- the suitability of the time for Councillors. There are a number of current Councillors who have a preference for an afternoon meeting time. While for some Councillors an afternoon meeting suits their work commitments, for others an afternoon meeting is particularly difficult.

- the ability of residents and ratepayers to attend Council meetings. The current time of 6pm suits most working people, but would be unlikely to impact regulars in the public gallery;

- the ability of Council to attract presentations from outside agencies at Council Meetings. For example, an afternoon start time would likely suit the attendance of local police, other government agencies.

- the impact of meeting times on staff. junior staff earn over time or time in lieu when they are required to work at Council Meetings. This can be disruptive to the normal work schedule. While there is an expectation senior staff to be available whenever Council wish, working out of normal office hours does impact on staff availability. Currently Council holds late afternoon/evening meetings twice each month.

<u>OFFICER'S RECOMMENDATION</u>

That Council, in accordance with Regulation 12(1) of the Local Government (Administrative) Regulations 1996, will hold Ordinary Council Meetings commencing at 3pm on:
1. 24th September 2026
2. 15th October 2026
3. 19th November 2026
4. 17th December 2026

(Simple majority vote required)

OCM 08.26-09

COUNCIL RESOLUTION

Moved Cr Crouch Seconded Cr Wallis

That Council, in accordance with Regulation 12(1) of the Local Government (Administrative) Regulations 1996, will hold Ordinary Council Meetings commencing at 3pm on:

1. ***24th September 2026***
2. ***15th October 2026***
3. ***19th November 2026***
4. ***17th December 2026***

CARRIED BY SIMPLE MAJORITY VOTE 6/0

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

15.08.26.02	APPOINTMENT OF DEPUTY PRESIDING MEMBER – AUDIT RISK AND IMPROVEMENT COMMITTEE
File No:	FIN007A
Date of Meeting:	19 February 2026
Location/Address:	N/A
Name of Applicant:	N/A
Name of Owner:	Shire of Brookton
Author/s:	Gary Sherry – Chief Executive Officer
Authorising Officer:	Gary Sherry – Chief Executive Officer
Declaration of Interest:	Mr Sherry has declared an Impartiality Interest in that the applicant is a former work colleague.
Voting Requirements:	Absolute Majority
Previous Report:	19 February 2026

Summary of Report:
Council's is to consider appointment of Ms Deanne Sweeney as the independent Deputy Presiding Member of the Shire of Brookton's Audit, Risk and Improvement Committee (ARIC), in accordance with the requirements of the Local Government Act 1995.

Ms Sweeney has extensive local government leadership experience and has confirmed her willingness to undertake the position following an approach by the Shire.

Description of Proposal:
Council is requested to appoint an independent Deputy Presiding Member to the ARIC for a term expiring on 31 December 2027. This expiry date coincides with the October 2027 local government elections and the 2 year appointment of the ARIC Presiding Member

Following the Shire's extensive search for a suitably qualified and experienced person, Ms Deanne Sweeney has advised that she is willing to accept the position.

Ms Sweeney has significant local government executive experience, having held senior leadership positions with the Shires of Pingelly, Brookton and Broomehill-Tambellup. This experience provides her with a sound understanding of local government governance, financial management, risk management, accountability and the statutory responsibilities of local government.

Her previous experience with the Shire of Brookton also provides an understanding of the organisation's operating environment, while her current employment outside the Shire provides an appropriate degree of independence from the organisation.

Ms Sweeney resides outside the Shire of Brookton and has advised that she would be available to attend ARIC meetings either in person or electronically, as required.

The appointment would provide the ARIC with an appropriately experienced person who can preside over a meeting of the Committee when the Presiding Member is unavailable or unable to act.

Alternative options available to Council include:
1. Appoint Ms Sweeney as Deputy Presiding Member – this is the Officer's Recommendation and provides a timely resolution to the current vacancy and supports compliance with the legislative requirements.

2. Undertake further recruitment – Council could defer the appointment and continue seeking alternative candidates. However, the Shire has already undertaken extensive advertising and direct approaches to potential candidates, with limited interest.
3. Leave the position vacant – this is not recommended as it would leave the Shire without the required independent Deputy Presiding Member and expose the Shire to an ongoing compliance risk.

On balance, the appointment of Ms Sweeney is considered the most appropriate and practical option available to Council.

Background:
The Local Government Act 1995 has been amended to strengthen the governance, audit, risk and performance oversight functions of local government Audit, Risk and Improvement Committees.

Section 87 of the Local Government Amendment Act 2024 requires local governments to appoint an independent Presiding Member and an independent Deputy Presiding Member to their Audit, Risk and Improvement Committee within the applicable transition period, ending on 30 June 2026.

Council appointed Mr Michael Cole as the independent Presiding Member of the ARIC in February 2026.

The position of independent Deputy Presiding Member has remained vacant despite the Shire undertaking a comprehensive search for a suitable candidate.

The Shire has advertised the position through local and other relevant channels and has directly approached a number of suitably qualified people within the Shire and surrounding region. A number of potential candidates declined the opportunity to undertake the role.

Following discussions with the Shire, Ms Deanne Sweeney has confirmed that she is willing to undertake the position.

Ms Sweeney is an experienced local government executive with previous senior leadership roles at the Shires of Pingelly, Brookton and Broomehill-Tambellup. Her professional experience includes matters directly relevant to the functions of an ARIC.

The proposed appointment would be for a term expiring on 31 December 2027.

Consultation:
The Shire has undertaken extensive consultation and recruitment activity in seeking a suitable independent Deputy Presiding Member.
This has included:
- advertising the position through local outlets;
- considering and directly approaching potential candidates within the Shire of Brookton; and
- considering and directly approaching suitably qualified candidates from the broader Wheatbelt and regional local government sector.

Statutory Environment:
Local Government Act 1995
Local Government Amendment Act 2024

Section 87 of the Local Government Amendment Act 2024 establishes the requirement for local governments to appoint an independent Presiding Member and independent Deputy Presiding Member to their Audit, Risk and Improvement Committee.

The proposed appointment is intended to ensure that the Shire complies with the legislative requirements applying to the composition and governance of its ARIC.

Relevant Plans and Policy:
There are no specific Shire policies directly applicable to the appointment.

The appointment supports the Shire's broader governance and accountability responsibilities under the Shire of Brookton Strategic Community Plan 2022–2032 and Corporate Business Plan 2022–2026.

Financial Implications:
The Salaries and Allowances Tribunal determination provides for independent ARIC members to receive a meeting fee within the prescribed range of $105 to $1,215 per meeting.

It is proposed that Ms Sweeney receive a meeting fee of $303.75 per meeting for undertaking the role of Deputy Presiding Member.

The proposed fee represents one quarter of the Presiding Member's meeting fee and provides a reasonable differential between the responsibilities of the Presiding Member and Deputy Presiding Member.

Any associated meeting fees will be accommodated within the Shire's existing budget allocations for the operation of the Audit, Risk and Improvement Committee.

Risk Assessment:
Under the Shire of Brookton's Risk Framework, the consequence rating of the reputational and compliance risk associated with the legislative requirement for an appointment of a Deputy Presiding Member is assessed as Minor. The likelihood of these consequences is assessed as Almost Certain.

The principal risk associated with this matter is the potential for non-compliance with the legislative requirement to appoint an independent Deputy Presiding Member to the ARIC.

Under the Shire of Brookton Risk Framework, the consequence of failing to make the required appointment is assessed as Minor, with the likelihood assessed as Almost Certain while the position remains vacant.

Risk	*Consequence*	*Likelihood*	*Rating*
Failure to appoint an independent Deputy Presiding Member within the required legislative framework	Minor	Almost Certain	High

The appointment of Ms Sweeney would reduce this compliance risk and provide greater governance resilience for the ARIC.

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

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

Community & Strategic Objectives:
The proposal supports the objectives of the Shire of Brookton Strategic Community Plan 2022–2032 and Corporate Business Plan 2022–2026, particularly those relating to:

- effective and accountable governance;
- sound financial and risk management;
- transparent and responsible decision-making; and
- maintaining effective organisational systems and processes.

The appointment of an appropriately qualified independent Deputy Presiding Member strengthens the Shire's governance framework and supports the ARIC in fulfilling its audit, risk, compliance and performance oversight responsibilities.

Comment
The Officer's Recommendation is considered the most appropriate option available to Council.

The Shire has made reasonable and extensive efforts to identify a suitably qualified independent Deputy Presiding Member. Despite advertising the position and approaching a number of experienced local government professionals, the Shire has received limited interest.

Ms Sweeney brings considerable local government leadership experience and has previously held senior positions with the Shires of Pingelly, Brookton and Broomehill-Tambellup. Her experience and understanding of local government governance make her well suited to the role.

Importantly, Ms Sweeney resides outside the Shire of Brookton and is no longer employed by the Shire. She has also confirmed her availability to participate in meetings either in person or electronically. These factors support her suitability to undertake an independent governance role on the ARIC.

The appointment will also ensure that the Shire has an appropriately experienced person available to preside over an ARIC meeting where the Presiding Member is unavailable or unable to act.

Given the legislative requirement, the extensive recruitment undertaken and Ms Sweeney's qualifications and experience, it is recommended that Council appoint Ms Sweeney for the proposed term.

OFFICER'S RECOMMENDATION

That Council:

1. Appoint Ms Deanne Sweeney as the independent Deputy Presiding Member of the Shire of Brookton Audit, Risk and Improvement Committee for a term expiring on 31 December 2027; and

2. Approve a meeting fee of $303.75 per meeting for Ms Sweeney in her capacity as Deputy Presiding Member.

(Absolute majority vote required)

OCM 08.26-10
COUNCIL RESOLUTION
Moved Cr Copping Seconded Cr Wallis

That Council:

1. Appoint Ms Deanne Sweeney as the independent Deputy Presiding Member of the Shire of Brookton Audit, Risk and Improvement Committee for a term expiring on 31 December 2027; and

2. Approve a meeting fee of $303.75 per meeting for Ms Sweeney in her capacity as Deputy Presiding Member.

CARRIED BY ABSOLUTE MAJORITY VOTE 6/0

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

15.08.26.03 LEASE – BROOKTON CRC – 89 ROBINSON ROAD

File No:	COR011
Date of Meeting:	16 June 2026
Location/Address:	Shire of Brookton
Name of Applicant:	Shire of Brookton
Name of Owner:	Shire of Brookton
Author/s:	Gary Sherry – Chief Executive Officer
Authorising Officer:	Gary Sherry – Chief Executive Officer
Declaration of Interest:	The author and authorising officer do not have an interest in this item
Voting Requirements:	Simple Majority
Previous Report:	N/A

Summary of Report:
Council is to consider This report seeks Council's approval to enter into a new commercial lease for the Brookton Community Resource Centre (CRC) premises at 89 Robinson Road, Brookton. The proposed three-year lease provides for an annual rental of $23,250 (GST exclusive), plus outgoings and represents a significant increase in both rent and the Shire's responsibility for property outgoings compared with the previous lease.

Description of Proposal:
The Shire of Brookton currently leases 89 Robinson Road for the operation of the Brookton CRC and Public Library. The previous lease expired on 30 June 2026 and a new lease is required if the CRC is to remain at the premises.

The property owner has advised that the previous arrangement, which provided the Shire with a significantly subsidised rental and limited responsibility for outgoings, will not continue. The owner has now elected to manage the property on a strictly commercial basis through its Property Manager.

The Shire has been presented with a standard REIWA Commercial Lease, included at Attachment 15.08.26.03A, with the following principal terms:

- Term: Three years;
- Option: One further three-year term;
- Annual rent: $23,250 GST Exclusive;
- Rent review: Annual CPI review;
- Outgoings: Payable by the Shire in accordance with the lease;
- Grounds: Maintenance to be undertaken by the Shire; and
- Utilities: Water and electricity payable by the Shire.

In addition, the proposed lease transfers a number of property-related costs and responsibilities to the Shire that were not payable under the previous lease. These include:

- building maintenance, including replacement of carpet;
- painting of the building every three years;
- insurance of the premises, including plate glass insurance;
- sewerage rates;
- Council rates and taxes;
- maintenance of the grounds; and
- other applicable property outgoings.

The property owner has advised that the proposed rental has been established following advice from its accountant, a licensed valuer, real estate agents and its Property Manager. The owner considers the proposed rent of $23,250 GST Exclusive to represent the net annual market rental for the 155m² building, in addition to applicable outgoings.

The previous annual rental was $11,454.60 GST exclusive. The proposed rental therefore represents an increase of $11,795.40 per annum, or approximately 103%, before taking into account the additional outgoings now payable by the Shire.

Options

Option 1 – Enter into the proposed commercial lease

Council may approve the proposed lease and allow the CRC and Public Library to continue operating from 89 Robinson Road. The principal advantages of this option are:

- continuity of the Brookton CRC and Public Library service;
- avoidance of disruption to staff, volunteers and community users;
- retention of a central and established location for the service;
- provision of certainty for the CRC for at least three years; and
- retention of the premises while the Shire progresses its longer-term intention to relocate the CRC to the refurbished Memorial Hall.

The disadvantages are the significantly increased rental and additional property costs to be borne by the Shire.

Option 2 – Decline the proposed lease

Council could decline to enter into the proposed lease and seek an alternative premises for the CRC. At present, Officers are not aware of a suitable alternative commercial property available for lease in Brookton. Relocation would also involve costs associated with moving the CRC and Library services and would result in disruption to service delivery.

Option 3 – Negotiate alternative commercial terms

Council could seek to negotiate a different rental or lease arrangement with the property owner. While this remains an option, the owner has clearly advised that it is now seeking a commercial return based on professional advice and no longer intends to subsidise the CRC. There is therefore no assurance that negotiations would result in a materially different outcome.

Given the lack of a suitable alternative premises and the importance of maintaining continuity of the CRC and Public Library service, Option 1 is considered the preferred option at this time.

Background:

The Shire of Brookton leases the building at 89 Robinson Road for the provision of the Brookton CRC service and Public Library.

The Shire commenced leasing the building in July 2022 following the cessation of operations by the Brookton CRC community committee.

Prior to the Shire assuming the lease, the Brookton CRC had operated from the premises under a low-cost arrangement. The property owner has advised that, since approximately 2017, the premises were made available to the community not-for-profit organisation at a rental and on terms significantly below market value.

When the Shire entered into the lease in 2022, the owner continued to provide the premises on substantially favourable terms.

The owner has advised that its original decision to provide the premises at a heavily subsidised rate was based on the owner's desire to see the Brookton CRC and Public Library return to Robinson Road after operating from the former Nursing Home premises in Lennard Street.

The owner considered the former location to be unsuitable and believed that declining use of the service placed the CRC at risk of permanent closure. The owner considered, and continues to consider, that small Wheatbelt communities benefit from a strong and vibrant CRC providing a broad range of services, including a public library.

The owner has advised that it is no longer in a position to continue providing financial support to the CRC through below-market rent and the payment of property expenses. The owner estimates the value of its previous support at approximately $20,000 per annum in foregone rent and expenses.

The previous lease expired on 30 June 2026.

The Shire's longer-term planning remains to relocate the CRC and Public Library services to the refurbished Brookton Memorial Hall. It is anticipated that this option may become available in approximately two years. Until that project is completed, the Shire requires suitable premises from which to continue providing the CRC and Public Library services.

Consultation:
Ms Rosalie Pech Eva and Mr Gary Eva

Statutory Environment:
Local Government Act 1995
5.43. Limits on delegations to CEO

Relevant Plans and Policy:
Council Delegation1.2.21 Acquisition of Interest in Land by Lease or other Short Term Instrument limits the CEO's delegated approval, in accordance with s.5.43, to acquisitions that have a total consideration value of $24,000 or less.

Financial Implications:
The previous annual lease payment for 89 Robinson Road was $11,454.60 GST Exclusive.

The proposed lease provides for an initial annual rental of $23,250 GST exclusive, representing an increase of $11,795.40 per annum, or approximately 103%, before additional outgoings are considered.

The rental component of the proposed lease has been included in the Shire's 2026/27 Budget. However, the additional outgoings and property-related costs have not included in the original budget allocation. The additional expenditure will therefore need to be identified and addressed through the next Budget Review.

The full financial impact of the proposed lease will depend on the actual outgoings and maintenance requirements incurred during the lease period.

Risk Assessment:
Under the Shire of Brookton's Risk Framework:

1. The principal risk associated with not entering into a new lease is the potential interruption or loss of the Brookton CRC and Public Library service if suitable alternative premises cannot be secured. Entering into the proposed lease reduces the immediate service delivery risk by providing the CRC and Public Library with secure premises while the Shire progresses its longer-term accommodation solution. The consequence rating of the Service risk associated with a failure to renew this lease is assessed as Major. The likelihood of these consequences is assessed as Almost Certain; and

2. The principal risk associated with entering into the lease is financial, with higher rental and property costs and additional responsibilities for maintenance, insurance and outgoings. This financial risk can be managed through appropriate monitoring of costs, the Budget Review process and consideration of the longer-term relocation of the CRC and Public Library to the refurbished Memorial Hall. The consequence rating of the Finance risk associated with a failure to renew this lease is assessed as Minor. The likelihood of these consequences is assessed as Almost Certain

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 continued provision of the Brookton CRC and Public Library services supports the objectives of the Shire of Brookton Strategic Community Plan 2021–2032 and Corporate Business Plan 2022–2026 relating to the provision of accessible community services and facilities and maintaining a connected and resilient community.

Comment:
The proposed lease represents a significant change from the previous arrangement. The annual rent will approximately double, from $11,454.60 to $23,250 GST exclusive, while the Shire will also assume responsibility for a range of outgoings and property-related costs that were previously not payable.

The financial increase should not be understated. The proposed arrangement represents a substantially greater financial commitment by the Shire than the previous lease and will

require additional operational expenditure to be recognised through the Budget Review process.

However, the circumstances surrounding the lease must also be considered.

The owner has advised that the previous arrangement represented a substantial and longstanding financial contribution to the Brookton community. The owner is no longer prepared or financially able to continue that subsidy and has obtained independent professional advice supporting the proposed commercial rental.

The Shire currently has no identified alternative premises capable of accommodating the CRC and Public Library. Relocating the service without suitable premises would create significant disruption and could compromise the continued delivery of important community services.

The Shire's longer-term objective is to relocate the CRC and Public Library to the refurbished Memorial Hall. The proposed lease therefore provides a practical interim solution while that project is progressed.

The proposed three-year lease also provides the Shire with greater certainty during the transition period. The option for a further three years provides additional flexibility should the Memorial Hall project take longer than anticipated, although exercising the option would require Council to consider the financial circumstances at that time.

The Officer's Recommendation is considered the superior option because it maintains continuity of an important community service, provides secure premises while the Memorial Hall project is progressed, and avoids the immediate disruption and uncertainty associated with attempting to relocate the CRC without a suitable alternative property.

It is recommended that Council enter into the proposed lease, while recognising that the additional outgoings and property costs will need to be addressed through the 2026/27 Budget Review and that the lease should be regarded as an interim accommodation arrangement pending the proposed relocation to the refurbished Memorial Hall.

OFFICER'S RECOMMENDATION

That Council:

1. Approves entering into the commercial lease for 89 Robinson Road, Brookton, substantially in accordance with the lease included at Attachment 15.08.26.03A;

2. Authorises the Chief Executive Officer to execute the lease and undertake any minor administrative amendments necessary to give effect to Council's decision, provided such amendments do not materially alter the commercial terms approved by Council;

3. Notes that the proposed lease provides for an initial annual rental of $23,250 GST Exclusive, plus applicable outgoings, for a term of three years with an option for a further three years and annual CPI rent reviews;

4. Notes that the additional property outgoings and maintenance responsibilities arising under the proposed lease were not included in the original 2026/27 Budget allocation and are to be addressed through the next Budget Review; and

5. Notes that the proposed lease is intended to provide an interim location for the Brookton CRC and Public Library pending the anticipated relocation of these services to the refurbished Brookton Memorial Hall.

(Simple majority vote required)

OCM 08.26-11
COUNCIL RESOLUTION
Moved Cr Wallis Seconded Cr Andretta

That Council:

1. Approves entering into the commercial lease for 89 Robinson Road, Brookton, substantially in accordance with the lease included at Attachment 15.08.26.03A;

2. Authorises the Chief Executive Officer to execute the lease and undertake any minor administrative amendments necessary to give effect to Council's decision, provided such amendments do not materially alter the commercial terms approved by Council;

3. Notes that the proposed lease provides for an initial annual rental of $23,250 GST Exclusive, plus applicable outgoings, for a term of three years with an option for a further three years and annual CPI rent reviews;

4. Notes that the additional property outgoings and maintenance responsibilities arising under the proposed lease were not included in the original 2026/27 Budget allocation and are to be addressed through the next Budget Review; and

5. Notes that the proposed lease is intended to provide an interim location for the Brookton CRC and Public Library pending the anticipated relocation of these services to the refurbished Brookton Memorial Hall.

CARRIED BY SIMPLE MAJORITY VOTE 6/0

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

Attachment

Attachment 15.08.26.03A – Draft Lease 89 Robinson Road

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Not for retail premises or other premises where the Commercial Tenancy (Retail Shops) Agreement Act 1985 applies

2025 Standard Commercial/Industrial Property Lease

IMPORTANT – read the following before using this document

- The document and any necessary attachments must be received by all parties signing to the Lease.
- This lease is suitable for use where the leased Premises comprise:
  - the whole of Lessor's land; or
  - part of the Lessor's land.

  In either case the Premises must be identified by making the appropriate deletion in Item 4 of the Particulars of the Lease. Where the leased Premises comprise part of the Land they must be identified on a plan by crosshatching them and the plan must be annexed to the Lease.
- Any additions (e.g. at Item 20 of the Particulars of the Lease) should be initialled by all parties.
- Any deletions or omissions should be struck through and initialled by all parties.
- At Item 20 of the Particulars of the Lease, Special Clauses, if there is insufficient room, insert words like
  - "*Refer to Annexure A*" and annex the appropriate Annexure A.
- Any annexures should:
  - contain the preamble "*This is the Annexure A (or as appropriate) referred to in Item 20 of the Particulars of the Lease of (Premises) between (Lessor) and (Lessee)*",
  - be initialled by all parties, and
  - be attached to the Lease.
- The Personal Property Securities Register ("PPSR") is a national online register in Australia where individuals and entities can register and search for security interests in personal (moveable) property, not land or fixtures to land. The PPSA deems certain interests to be "*security interests*" even if the transaction does not in substance secure payment or performance of an obligation. Lessors should lodge a PPSR interest if the Lessor is leasing the Lessor's Chattels to the Lessee (personal property) in this Lease or taking a security bond (See Item 18 of the Particulars and section 33 of this Lease).

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Particulars of the Lease

1. Lessor:

Full Name: Rosalie Wendy Pech Eva & Gary Kenneth Eva

Address: 576 Brookton Corrigin Road Brookton WA 6306

Telephone: Work _____ Home _____

Facsimile _____ Email rpecheva@westnet.com.au

ACN/ABN _____ Mobile 0429421287

2. Lessee:

Full Name: Shire of Brookton

Address: 14 White Street Brookton WA 6306

Telephone: Work 08 96421106 Home _____

Facsimile _____ Email mail@brookton.wa.gov.au

Full Name: _____

Address: _____

Telephone: Work _____ Home _____

Facsimile _____ Email _____

(if a corporation) Name: _____

ACN/ABN 74164408055

Postal Address: PO Box 42 Brookton WA 6302

Address of Registered Office: _____

Telephone _____ Mobile: _____

Facsimile _____ Email _____

Contact Name: _____

3. Guarantor:

Full Name: _____

Address: _____

Telephone: Work _____ Home _____ Mob: _____

Facsimile: _____ Email: _____

Full Name: _____

Address: _____

Telephone: Work _____ Home _____ Mob: _____

Facsimile: _____ Email: _____

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13. Rate of Interest:
15% per annum calculated on a daily basis.

14. Painting and decorating intervals:
Within three (3) months before the end of each Term and Further Term granted or at earlier Termination.

15. Public Liability Insurance:
$20 million unless stated otherwise

16. Nature of Business and Permitted use:
The Permitted Use of the business is
Community Resource Centre

17. Outgoings Payable by the Lessee:

		THE LESSEE AGREES TO PAY (DENOTE WITH X)
(a)	Water Drainage and Sewerage Rates	X
(b)	Local Authority Rates including fire services levy	X
(c)	Land Tax and MRIT	X
(d)	Interest Charges on Outstanding Rates and Taxes	X
(e)	Water Consumed Beyond Allowance	X
(f)	Fire Services	X
(g)	Cleaning, Including Window and Rubbish Removal	X
(h)	Grounds Repairs and Maintenance	X
(i)	Building Repairs and Maintenance of a Non-Structural Nature	X
(j)	Building Insurance	X
(k)	Plate Glass Insurance	X
(l)	Public Liability Insurance (to a minimum of $20 million).	X
(m)	Property Management Fees	X
(n)	Common Area, Lighting and Power	X
(o)	Security	X
(p)	Toilet Requisites	X
(q)	Hot Water Systems Running and Repairs and Maintenance	X
(r)	Electricity and Gas and Telephone Services Consumed in the leased Premises	X
(s)	Air-conditioning Running and Repairs and Maintenance	X
(t)	Escalator & Lift: Running and Repairs and Maintenance	Not Applicable
(u)	Strata Company Levy	Not Applicable
(v)	Pest Control	X
(w)		
(x)		
(y)		

18. Security Bond: $ 3,875.00

19. Bank Guarantee amount $ _____ or Insurance Bond or eGuarantee amount $ _____

20. Special Clauses:
The Carpet is to be replaced within two months, due by 1st September 2026

21. Date of Lease: 1st July 2026

22. Exclusive Car Parking Bays: On Site

23. Car Parking Licence Fee: _____

From the Date of Commencement until varied the Licence Fee is $ _____ per annum, payable by instalments of $ _____ per month in advance on the first day of each month. (Licence Fee is exclusive of GST, see clause 30)

24. Location of Car Bay: _____

2025 STANDARD COMMERCIAL/INDUSTRIAL PROPERTY LEASE

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4. Premises:

~~*The Land~~

*That part of the Land and Building situated at and known as

Community Resource Centre
89 Robinson Road
Brookton WA 6302

which is depicted as crosshatched or coloured on the annexed plan (if any).

* Delete the inapplicable

5. Land:

Lot 21 on ~~Diagram~~/Deposited/Plan/~~Strata Plan~~ 300625 and being the whole of the land in Certificate of Title Volume 1168 Folio 706

6. Term:

Three (3) Years ~~months~~/years commencing on the Date of Commencement.

7. Date of Commencement:

1st July 20 26

8. Further terms:

Three (3) ~~months~~/years commencing on 1st July 20 29

months/years commencing on 20

9. Rent:

From the Date of Commencement until varied the Rent is $ 23,250.00 per annum, payable by instalments of $ 1937.50 per month in advance on the first day of each month. (Rent is exclusive of GST, see clause 30)

10. Rent review dates:

During the Term:

Method	B	Review Date	1st July 2027	Method	B	Review Date	1st July 2028
Method		Review Date		Method		Review Date	
Method		Review Date		Method		Review Date	

During the Further Term:

Method	B	Review Date	1st July 2029	Method	B	Review Date	1st July 2030
Method	B	Review Date	1st July 2031	Method		Review Date	
Method		Review Date		Method		Review Date	

Insert **A**,**B**,**C**,**D** or **E** for the Method of Rent Review.

11. Method of Rent Review:

Subject to clause 18 the Rent applicable from and including each Rent Review Date specified in Item 10 above is calculated by one of the following methods of rent review:

A Market Rent Review on that Rent Review Date
B CPI Rent on that Rent Review Date
C The Rent applicable immediately before that Rent Review Date increased by _____ of that Rent.
D The greater of a Market Rent Review and CPI Rent on that Review Date
E _____

12. Lessor Chattels:

The Lessors Chattels included in the Lease are:

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This Lease is made on the date set out in Item 21 of the Particulars between the Lessor and the Lessee and the Guarantor.

The Lessor LEASES the Premises and the Lessor's Chattels to the Lessee and the Lessee ACCEPTS the Premises and the Lessor's Chattels on lease SUBJECT to the Encumbrances and for the Term RESERVING to the Lessor the Lessor's Rights and the Lessor and the Lessee COVENANT and AGREE to observe and perform the Terms and Conditions.

The Guarantor ACKNOWLEDGES that:

1. the Guarantor has requested the Lessor to grant this Lease and will receive valuable consideration for giving the Guarantee and Indemnity, and
2. it is a condition of the Lessor granting this Lease that the Guarantor grants the Guarantee and Indemnity.

TERMS AND CONDITIONS

1. Definitions

"Act" means any statute for the time being enacted and all re-enactments, substitutions, modifications, regulations, bylaws, requisitions, notices and orders made to or under any act from time to time by any Authority;

"Address" means the address specified in Item 1 of the Particulars or any other address which the Lessor by notice to the Lessee nominates;

"Air Conditioning Plant" means all compressors, condensors, chillersets, pumps, pipe works, switchboards, wiring, thermostats, controls, cooling towers, air handling units and duct work used for the production and reticulation of chilled water and conditioned air for the Building but does not include any air conditioning plant or equipment which is part of the Lessee's Property;

"Appointed Valuer" means a Valuer appointed under clause 18.7;

"Authority" means a statutory, public or other competent authority;

"Building" means the building and all other improvements and structures erected on the Land;

"Business Day" means a day other than a Saturday, Sunday or gazetted public holiday in Western Australia;

"Common Area" means any part of the Land that is for the use of all of the Lessees of the Building;

"Common Area Rules" means the rules made by the Lessor from time to time relating to the conduct of lessees and the operation, use and occupation of the Land and which are consistent with this Lease;

"Co-surety" means in relation to a Guarantor, any other person named as Guarantor or who otherwise guarantees payment of the Money;

"CPI" means the consumer price index compiled by the Australian Bureau of Statistics for Perth (Capital City) (all groups index numbers) or if that index is suspended or discontinued, the index substituted for it by the Australian Statistician;

"CPI Rent" means the new Rent as determined in accordance with clause 18.10;

"Current CPI" means in respect of a Rent Review Date, the CPI number last published before that date or if the Lessor appoints an actuary to select or determine an index in accordance with clause 18.10 the number certified by the actuary;

"Damages" means damages or any amount of money payable by the Lessor as a result of breaches or non-performance of the Lessee's Covenants, under this Lease or any other form of tenancy or right of occupation or as trespasser or other unauthorised occupier or unregistered equitable lease or informal tenancy or an equitable interest in the Premises under an agreement for lease or as a periodical tenant or holding over;

"Date of Commencement" means the date specified in Item 7 of the Particulars;

"Encumbrances" means all mortgages, writs, warrants, caveats, easements, restrictive covenants and other instruments noted on the certificate of title for the Land;

"Event of Default" means the occurrence of any of the following events:

(a) the Lessee repudiates or commits a fundamental breach of this Lease or any other form of tenancy or right of occupation or as trespasser or other unauthorised occupier or unregistered equitable lease or informal tenancy or an equitable interest in the Premises under an agreement for lease or as a periodical tenant or holding over;

(b) any Money is unpaid for seven (7) days after notice of non-payment is given;

(c) a breach of the Lessee's Covenants is not remedied to the Lessor's reasonable satisfaction within fourteen (14) days after notice of the breach is given;

(d) a judgment, order or an encumbrance is enforced, or becomes enforceable against any property of the Lessee; or

(e) the happening of any one of the following events in relation to the Lessee or a Guarantor:

(i) an application is made to a court that the Lessee or the Guarantor be wound up or a provisional liquidator be appointed or that it be wound up voluntarily by the Court or a provisional liquidator or administrator is appointed;

(ii) the Lessee or Guarantor proposes to enter into or enters into any form of arrangement (formal or informal) with its creditors or any of them;

(iii) a receiver or receiver and manager is appointed to any of the assets of the Lessee or Guarantor;

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(iv) the Lessee or the Guarantor becomes insolvent or is unable to pay its debts within the meaning of the *Corporations Act*; or

(v) the Lessee or the Guarantor becomes an insolvent under administration as defined in the *Corporations Act*;

"Further Term" means each further term specified in Item 8 of the Particulars;

"GST" means a goods and services tax payable under the *GST Act* or which is or may be levied or assessed or become payable in respect of Rent, Outgoings or in connection with the supply of the Premises or any goods, services facilities or other things by the Lessor to the Lessee under this Lease or any extension, renewal or holding over;

"GST Act" means *A New Tax System (Goods and Services) Act 1999* and transitional and amending and associated acts and regulations;

"Guarantee and Indemnity" means the guarantee and indemnity in clause 24;

"Guarantor" means the Guarantor named in Item 3 of the Particulars;

"Insured Risk" means fire, explosion, earthquake, aircraft, riot, civil commotion, flood, lightning, storm, tempest, act of God, fusion, smoke, rainwater, water leakage, impact by vehicles, machinery breakdown and malicious acts or omissions and any other event which is insured against under this Lease including all other risks which the Lessor considers to be necessary or expedient but an event is not an Insured Risk to the extent that the insured Lessor must bear any loss, damage or expense caused or contributed to by the event under an "excess" provision in the insurance policy;

"Interest" means interest calculated at the rate specified in Item 13 of the Particulars on daily balances of overdue Money from the due date for payment of the Money for so long as the Money remains unpaid;

"Land" means the land described in Item 5 of the Particulars;

"Lease" means this lease as supplemented or varied from time to time or any other form of tenancy or right of occupation or as trespasser or other unauthorised occupier or unregistered equitable lease or informal tenancy or an equitable interest in the Premises under an agreement for lease or as a periodical tenant or holding over;

"Lessee" means the Lessee named in Item 2 of the Particulars;

"Lessee's Business" means the business of the Lessee carried on at the Premises;

"Lessee's Covenants" means the covenants, agreements and duties contained or implied in this Lease or any other form of tenancy or right of occupation or as a trespasser or other unauthorised occupier or unregistered equitable lease or informal tenancy or an equitable interest in the Premises under an agreement for lease or as a periodical tenant or holding over or imposed by law to be observed and performed by any person other than the Lessor;

"Lessee's Property" means any plant or equipment, fixtures, fittings, furniture or furnishings or other property not owned by the Lessor or any predecessor in title to the Lessor and which the Lessee or a Licensee brings onto or fixes to the Premises with the consent of the Lessor;

"Lessee's Rights" means the right to use:

(a) the Lessor's Property;

(b) the Services supplied to the Premises; and

(c) if this Lease is in respect of part of the Land only, the Common Area (if any) in common with the Lessor and any other person authorised by the Lessor; and

all rights in favour of the Lessee contained or implied in this Lease;

"Lessee's Share" means that share which bears the same proportion to the whole as the area of the Premises bears to the total lettable area of the Building as specified by the Lessor from time to time;

"Lessor" means the Lessor named in Item 1 of the Particulars;

"Lessor's Chattels" means the things specified in Item 12 of the Particulars;

"Lessor's Property" means all plant and equipment, fixtures, fittings, furniture and furnishings in or fixed to the Premises that are not Lessee's Property including:

(a) the Air Conditioning Plant;

(b) glass and plate glass;

(c) floor and window coverings;

(d) partitioning;

(e) light fittings;

(f) lavatories;

(g) sinks;

(h) drains;

(i) sewerage and plumbing facilities;

(j) gas and electrical installations and facilities; and

(k) the Lessor's Chattels;

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"Lessor's Rights" means:

(a) the right to install in the Premises and use cables, pipes and wires for the supply of a Service for the Premises or any adjoining property; and

(b) all rights in favour of the Lessor contained or implied in this Lease or granted by law;

"Licensee" means:

(a) an agent, employee, licensee, or invitee of the Lessee; and

(b) any person visiting the Premises with the express or implied consent of any person mentioned in paragraph (a);

"Managing Agent" means any person or firm appointed by the Lessor from time to time to manage the Building;

"Market Rent" means the market rent for the Premises as determined in accordance with clause 18.7 by the Appointed Valuer;

"Market Rent Review" means a review of the Rent pursuant to clause 18.2 and 18.9;

"Market Rent Review Date" means a date when a Market Rent Review occurs;

"Metropolitan Region" means the region described in the *Metropolitan Region Town Planning Scheme Act* 1959;

"Money" means the Rent, and any other money payable by the Lessee under this Lease, including without limitation money payable during any period of holding over or while the Lessee occupies or is entitled to occupy the Premises under any other legal or equitable right or tenancy or as a trespasser and includes any part of it;

"Operative Part" means the operative part in this Lease mentioned above;

"Outgoings" means the Lessor's outgoings payable by the Lessee as specified in Item 17 of the Particulars;

"Particulars" means the particulars in this Lease;

"Permitted Use" means the use specified in Item 16 of the Particulars;

"Premises" means the Premises described in Item 4 of the Particulars;

"Previous CPI" means in respect of a Rent Review Date, the CPI number last published before the later of the Date of Commencement and the last preceding Rent Review Date or if the Lessor appoints an actuary to select or determine an index under clause 18.10 the number certified by the actuary;

"Rates and Taxes" means:

(a) (i) council rates and charges including, but not limited to, rubbish removal rates and charges; and

(ii) water, drainage and sewerage rates including, but not limited to, meter rents, charges for the disposal of storm water, and water charges levied, charged, assessed or imposed in respect of any part of the Premises or the ownership or occupation of any part of the Premises;

(b) State Land Tax; and

(c) where the Land is situate in the Metropolitan Region, Metropolitan Region Improvement Tax ("MRIT") assessed on the Lessor in respect of the Land;

(d) fire services levy and any other levy that is part of sub-clause (a), (b) or (c);

"Real Estate and Business Agents Act" means the *Real Estate and Business Agents Act* 1978;

"Rent" means the rent specified in Item 9 of the Particulars as varied from time to time under this Lease, or any other form of tenancy or right of occupation or as a trespasser or other unauthorised occupier or unregistered equitable lease or informal tenancy or an equitable interest in the Premises under an agreement for lease or as a periodical tenant or holding over, and payable pursuant to clause 3.1;

"Rent Review Date" means each date for each rent review method mentioned in Item 10 of the Particulars;

"Reviewed Rent" means the Rent on review by a method referred to in Item 10 and 11 of the Particulars and determined in accordance with clause 18;

"Security Bond" means the money paid or payable pursuant to clause 31 and specified in Item 18 of the Particulars;

"Service" means a service running through or serving the Premises including but not limited to Air Conditioning Plant, power, water, gas, network and communication cabling, telecommunications, fire detection and fire fighting equipment, lighting, sewerage and public address;

"State Land Tax" means land tax assessed on the Lessor in respect of the Land and calculated on the basis that the Land is the only land of which the Lessor is the owner within the meaning of the *Land Tax Assessment Act* 2002;

"Terms and Conditions" means these Terms and Conditions;

"Term" means the term specified in Item 6 of the Particulars and any Further Term;

"Termination" means expiry of the Term by effluxion of time or sooner determination of the Term;

"Valuer" means a valuer who is a full member of not less than five (5) years standing of the Australia Property Institute (WA Division) and who has been actively engaged in Western Australia for not less than five (5) years at the time of their appointment under clause 18.7 in valuing commercial and industrial premises.

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2. Interpretation

2.1 Headings

Except in the Particulars, headings are inserted for ease of reference only and do not affect the interpretation of this Lease.

2.2 Last day not a Business Day

When the day on or by which any act, matter or thing is to be done is not a Business Day in the place where that act is to be done, the act, matter or thing may be done on the next following Business Day in that place.

2.3 Joint and several covenants

If a party is two or more persons, the covenants and agreements on their part bind them jointly and each of them severally.

2.4 Extended References

Unless stated otherwise, a reference to:

(a) a party includes the executors, administrators, personal representatives, successors, and assigns, of that party or if a party is two or more persons, those of each of them; and

(b) a person includes a body corporate and vice versa.

2.5 Reference to Statutes

A reference to an Act of Parliament includes a reference to each regulation, ordinance or by-law made under that Act and all statutes, regulations, ordinances and by-laws amending, consolidating or replacing any of them.

2.6 Number and gender

Words in the singular number include the plural and vice versa and words of one gender include each other gender.

2.7 Professional Body

A reference to a professional body includes a successor to or substitute for that body.

2.8 Lessee's Covenants

Unless stated otherwise, a covenant by the Lessee not to do or omit to do any act or thing requires the Lessee to ensure compliance with the covenant by any Licensee.

2.9 Particulars

The Particulars form part of this Lease.

3. Rent and Other Outgoings

3.1 Rent

(a) The Lessee will pay to the Lessor the Rent by equal monthly instalments in advance on the Date of Commencement and then on the first day of each month during the Term to the Address except that the first and last payments will be apportioned on a daily basis if they are in respect of less than a month.

(b) The Rent must be paid punctually without any deductions or set-offs.

3.2 Outgoings

The Lessee will pay:

(a) to the Lessor; or

(b) if the Lessor requests the Lessee to pay an Authority, then to that Authority,

the Outgoings within ten (10) Business Days of demand by the Lessor to the Lessee. If the Premises comprise part of the Land or Building and any Outgoings are not separately assessed for the Premises the amount payable by the Lessee is the Lessee's Share of the Outgoings.

3.3 Utilities

The Lessee will pay to the relevant Authority all utility charges separately assessed in respect of the Premises including, but not limited to, electricity, gas and other power and light charges and expenses including charges and assessments for use, installation charges and rents within ten (10) Business Days of receipt by the lessee of each account issued by an Authority for those charges.

3.4 Managing Agent's fees

The Lessee will pay:

(a) to the Lessor; or

(b) if the Lessor requests the Lessee to pay the Managing Agent directly, then to the Managing Agent, the fees of the Managing Agent within ten (10) Business Days of services by the Lessor on the Lessee of the Managing Agent's statement of account but if the Premises comprise part of the Land or Building and the Managing Agent's fees are not separately charged for the Premises, the amount payable by the Lessee is the Lessee's Share of the Managing Agent's fees.

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3.5 Services

The Lessee will pay to the lessor on demand the costs and expenses reasonably and properly incurred by the Lessor in providing the Services but if the Premises comprise part of the Land or Building the amount payable by the Lessee is the Lessee's Share of those costs and expenses.

3.6 Invoice of Outgoings

The Lessor may either:

(a) estimate the Outgoings and issue an invoice for equal calendar monthly instalments of Outgoings in accordance with a statement forwarded by the Lessor or the Lessor's Agent on an annual basis which will be adjusted at the expiration of the year ending 30 June each year and pro-rated should the period be less than a full twelve (12) months, or

(b) forward to the Lessee the invoice for the payment of part of the Outgoings from time to time.

4. Maintenance, Redecoration and Cleaning

4.1 Maintain and Repair

Subject to clause 4.2, the Lessee must:

(a) maintain, replace, repair and renovate the Premises and the Lessor's Property so that the Premises and the Lessor's Property are at all times kept in good condition;

(b) maintain that part of any drains, pipes and other conduits originating in or connected to the Premises in a clean, clear and free flowing condition;

(c) regularly clean and maintain any grease traps serving the Premises, whether or not within the Premises; and

(d) promptly clean all blockages in the drains, pipes, other conduits and grease traps.

4.2 Exceptions

Unless specified otherwise in the Particulars the Lessee need not maintain, replace, repair or renovate in respect of:

(a) fair wear and tear; or

(b) damage caused by an Insured Risk unless the insurance moneys are rendered irrecoverable by an act or omission of the Lessee or a Licensee; or

(c) structural damage or defects not caused by a negligent or unlawful act or omission of the Lessee or a Licensee.

4.3 Manner of Lessee's work

The Lessee must carry out all the Lessee's obligations under clause 4.1 in a proper and workmanlike manner and with materials of the same or similar quality to those used at the Date of Commencement.

4.4 Air Conditioning Plant

If the Premises comprise the whole of the Land the Lessee must effect and keep in force a contract with a reputable air conditioning service company for the regular repair and maintenance of the Air Conditioning Plant.

4.5 Electric Globes

The Lessee must replace all electric globes and fluorescent tubes in the Premises which fail for any reason.

4.6 Paint and redecorate

(a) The Lessee must paint and redecorate the Premises with qualified tradespersons in a proper workmanlike manner and using good quality materials and colours reasonably approved by the Lessor, at the intervals specified in Item 14 of the Particulars.

(b) Redecoration includes:

(i) cleaning and preparing the surfaces of the Premises, including walls, ceilings, floors and partitions, for redecoration;

(ii) painting all painted surfaces with at least two coats of first quality paint, wallpapering, staining, varnishing and polishing all internal surfaces as they were treated previously;

(iii) replacing those floor coverings, floor tiles, window coverings and window blinds which, in the opinion of the Lessor's nominated consultant, acting honestly and reasonably, are sufficiently worn or damaged to require replacement during redecoration; and

(iv) upgrading or renewing all internal and external signs at the Premises which, due to deterioration or wear and tear, require replacement, repair or repainting.

(c) If the Lessee fails to redecorate the Premises in accordance with this clause, of if the Lessee fails to proceed efficiently with redecoration, the Lessor may redecorate the Premises and recover from the Lessee the reasonable cost of the redecoration.

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4.7 Clean

The Lessee must:

(a) keep the premises clean and free from rubbish;

(b) store all rubbish in a hygienic manner in a receptacle designed for that type of rubbish; and

(c) remove on a regular basis any rubbish of a kind not removed by the local authority.

4.8 Lessee's Property

The Lessee must maintain the Lessee's Property in a clean and good condition.

5. Alterations

The Lessee must not make any alteration or addition to or demolish any part of the Premises without the prior written consent of the Lessor which consent may not be withheld unreasonably having regard to the Permitted Use.

6. Trading Hours

The Lessee must keep the Premises open for business during the usual business hours generally applicable to a business comparable to the Lessee's Business.

7. Use of the Premises

7.1 General

The Lessee must not use any part of the premises for any purpose other than the Permitted Use.

7.2 Acknowledgment

The Lessee acknowledges that the Lessee:

(a) has not relied on any warranty or representation from the Lessor as to how the Premises may be used;

(b) is aware of all prohibitions or restrictions on the use of the Premises; and

(c) will obtain all necessary approvals necessary to carry on the Lessee's Business from the Premises.

7.3 Chemicals and inflammable substances

The Lessee must not, except for reasonable quantities for normal applications in connection with the use of the Premises permitted by the Lessor, use or store any chemical or inflammable substance within the Building.

7.4 Compliance

Subject to clause 7.5 the Lessee will comply on time with all lawful requirements and orders of an Authority and all Acts applying to the Premises and the use and occupation of the Premises and will obtain, renew on time and comply with any consent, licence or authority necessary for the Lessee to carry on the Lessee's Business at the Premises.

7.5 Structural Works

Despite clause 7.4 the Lessee need not carry out work of a structural nature in complying with the requirements and orders of an Authority or an Act except works made necessary by the nature of the Lessee's Business or the Lessee's use or occupation of the Premises or to repair structural damage caused by the negligent or unlawful act or omission of the Lessee or a Licensee.

8. Lessee's Insurance Obligations

8.1 Maintain insurance

The Lessee will unless otherwise agreed effect and maintain with an insurance office approved by the Lessor in respect of the Premises:

(a) in the names of the Lessor and the Lessee and any mortgagee of the Land or if that is not possible then in the name of the Lessee noting the Lessor and mortgagee's interest for their respective rights and interests:

(i) public liability insurance to a sum insured of at least the amount set out in Item 15 of the Particulars; and

(ii) plate glass insurance to a sum insured of at least the full insurable value of the plate glass comprised in the Premises;

(b) insurance of the Lessee's Property to the full insurable value against theft, fire, explosion, earthquake, aircraft, riot, civil commotion, flood, lightning, storm, tempest, act of God, fusion, smoke, rainwater, water leakage, impact by vehicles, machinery breakdown and malicious acts or omissions; and

(c) employers' indemnity insurance including workers' compensation and common law insurance for the Lessee's employees.

8.2 Premiums

Unless otherwise agreed the Lessee must pay all premiums and other costs of effecting policies of insurance under:

(a) clause 8.1; and

(b) clause 12.2, but if the Premises comprise part of the Land and a policy is taken out in respect of the whole of the Building the Lessee is only liable for the Lessee's Share of the premium.

8.3 Copy of policy and certificate of currency

If the Lessee is required to effect and maintain insurance under clause 8 the Lessee must if required by the Lessor provide a copy of the policy and a certificate of currency to the Lessor.

8.4 Increased rate of premium

The Lessee must:

(a) not, without the Lessor's consent, bring to or keep anything or do or omit to do any act on the Premises which might increase the rate of premium or render any insurance in respect of the Premises void or voidable; and

(b) if the Lessee brings or keeps any thing on the Premises or does or omits to do any act on the Premises, which increases the rate of premium, pay the increased premium.

9. Lessee's Indemnities

9.1 General indemnity

Subject to clause 9.2 the Lessee indemnifies the Lessor against any loss, liability, costs or expenses incurred or suffered by the Lessor or any employee, officer or agent of the Lessor arising from or in connection with:

(a) any damage to the Premises or any loss of or damage to anything in it or near it; or

(b) any injury to any person in or near the Premises,

to the extent caused or contributed to by the act or omission of the Lessee or a Licensee.

9.2 Limit of Lessee's liability to indemnify

The Lessee is not liable to indemnify the Lessor under clause 9.1 if and to the extent that payment of insurance money under the Lessor's insurance policies in respect of that damage, loss or expense is:

(a) received by the Lessor; or

(b) refused or reduced by reason of an act or omission of the Lessor.

9.3 Costs and expenses

The Lessee must pay to the Lessor on a full indemnity basis the reasonable legal costs and expenses payable by the Lessor of and incidental to the instructions for and the preparation, completion and duty payment of:

(a) this Lease; and

(b) any other document required by this Lease.

9.4 Lessee to indemnify for breach

The Lessee indemnifies the Lessor against any liability or loss arising from, and any costs, charges and expenses incurred in connection with, an Event of Default including without limitation reasonable legal costs and expenses on a full indemnity basis payable by the Lessor, including legal costs and expenses for the preparation and service of a notice under section 81 of the Property Law Act requiring the Lessee to remedy a breach of the Lessee's Covenants even if forfeiture for breach is avoided otherwise than by relief granted by the Court.

9.5 Lessee to indemnify as result of early termination

If an Event of Default occurs and as a consequence this Lease is terminated, the Lessee indemnifies the Lessor against any liability or loss arising from, and any costs, charges and expenses incurred:

(a) in connection with the Lessor re-entering the Premises;

(b) because the Lessor will not receive the benefit of the Lessee performing the Lessee's Covenants from the date of termination until expiry of the Term; and

(c) in connection with anything else relating to that termination, including without limitation, in the Lessor attempting to mitigate its loss,

whether before or after termination of this Lease, including in each case, without limitation, reasonable legal costs and expenses on a full indemnity basis payable by the Lessor.

9.6 Calculation of the benefit of Lessee not performing Lessee's Covenants

The benefit of the Lessee not performing the Lessee's Covenants is to be calculated on the assumption that this Lease continues in force until the expiration of the Term (excluding any Further Term) and taking into account the provisions of this Lease relating to the Money.

9.7 Lessee's indemnities not affected

The indemnities under clause 9.5 and 9.6 are not affected by:

(a) the Lessor re-entering the Premises or otherwise terminating this Lease;

(b) the Lessor accepting the Lessee's repudiation;

(c) the Lessee abandoning or vacating the Premises; or

(d) the conduct of either party constituting a surrender by operation of law.

9.8 Indemnities

In relation to or pursuant to each of the indemnities in this Lease:

(a) each indemnity is a continuing obligation, separate and independent from the other obligations of the Lessee and survives expiry or termination of this Lease;

(b) it is not necessary for the Lessor to incur expense or make payment before enforcing a right of indemnity; and

(c) the Lessee must pay to the Lessor an amount equal to any loss, liability, costs or expenses suffered or incurred by any employee, officer or agent of the Lessor.

10. Lessee's Obligation to Give Vacant Possession

10.1 Vacate on Termination

On Termination or earlier termination or any period of holding over under this Lease the Lessee must:

(a) vacate the Premises;

(b) leave the Premises in a condition complying with the Lessee's Covenants;

(c) surrender all keys and electronic access devices for the Premises to the Lessor;

(d) professionally clean the carpets, windows and surfaces; and

(e) if required under clause 4.6, paint and redecorate the Premises.

10.2 Removal of Lessee's Property

The Lessee must remove the Lessee's Property from the Premises when the Premises are vacated under clause 10.1 and promptly make good in a proper and workmanlike manner any damage caused by that removal.

10.3 Reinstatement

If the Lessee makes any alterations or additions to the Premises, including the location of Services and Lessor's Property (whether or not the Lessor has approved them), the Lessee must reinstate the Premises and the location of Services and Lessor's Property to the original position and condition as at the commencement of the Lease, before Termination or termination of any period of holding over under this Lease.

11. Lessee's General Obligations

11.1 Positive obligations

The Lessee must:

(a) carry on the Lessee's Business in a proper and efficient manner;

(b) observe the maximum floor loading weights for the Premises;

(c) if the Lessee has lodged a caveat not prohibited by clause 11.2(k):

(i) consent to any dealing relating to the Land and provide any documents that are necessary to permit registration of that dealing immediately after the Lessee has been given the documents or assurances that it reasonably requires to protect its rights under this Lease and the Lessor may require that the documents or assurances be prepared by the Lessor's lawyers provided that the Lessor pays the Lessor's lawyers' reasonable costs; and

(ii) withdraw the caveat on the expiry of the Term or upon an assignment of this Lease; and

(d) if there is any Common Area, observe the Common Area Rules.

11.2 Negative obligations

The Lessee must not, without the Lessor's approval:

(a) do anything in or about the Premises or the Building which is illegal, noxious, offensive or audibly or visually a nuisance to the Lessor or the owner or occupier of an adjoining property;

(b) carry out works which interfere with the Services (unless the Lessor has approved the contractor and the plans and specifications of the proposed work), or otherwise interfere with the Services;

(c) obstruct access to or overload the Services;

(d) use any method of heating, cooling or lighting the Premises other than those provided by the Lessor;

(e) use any facilities in or about the Premises or the Building including any lavatory, sink, drain or other sewerage or plumbing facility and any gas or electrical fitting or appliance for any purpose other than that for which it was designed;

(f) construct or place any sign or advertisement whether fixed or free standing on any part of the Premises unless of appropriate design or size for the Premises and the surrounding area and complying with the requirements of the local authority;

(g) hold auction, bankrupt, fire or closing down sales in the Premises;

(h) use the Premises as a residence;

(i) keep any live animal or bird on the Premises;

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(j) grant concessions, licences or otherwise give permission to any person to carry on the Lessee's Business in the Premises;

(k) lodge or permit to exist a caveat on the title of the Land except a caveat noting the Lessee's "*subject to claim*" interest under this Lease and any option to renew the Term;

(l) make holes in or otherwise interfere with the walls in the Premises except so far as is reasonably necessary to fix or place signs, advertisements, blind awnings or shop fittings approved by the Lessor which approval will not be unreasonably withheld;

(m) burn any rubbish on the Premises except in an incinerator and in a place approved by the Lessor and the local authority for that purpose; or

(n) if there is any Common Area, obstruct the Common Area.

12. Lessor's Obligations

12.1 Quiet enjoyment

Subject to the Lessor's Rights, the Lessee may quietly hold the Premises and enjoy the Lessee's Rights during the Term without any interruption or disturbance from the Lessor or any person lawfully claiming through or under the Lessor, if the Lessee observes and performs the Lessee's Covenants.

12.2 Lessor's insurance obligations

The Lessor will, unless otherwise agreed, effect and maintain in the names of the Lessor and any mortgagee of the Land for their respective rights and interests insurance of the Premises and the Building against:

(a) the Insured Risks for the full reinstatement costs of the Building;

(b) loss of rent for a period of not more than 12 months and Outgoings including Rates and Taxes;

(c) demolition and removal of debris;

(d) architect's and other consultants' fees; and

(e) claims under workers' compensation and statutory liability by employees of the Lessor working in or about the Premises.

If the Lessor is required to maintain and effect insurance under clause 12.2 the Lessor will if required by the Lessee provide a copy of the policy and a certificate of currency to the Lessee.

12.3 Structural Works

The Lessor will perform in a proper and workmanlike manner any structural works to the Building which are required to keep the Premises maintained in good condition or to comply with the requirements of an Authority unless the Lessee is required to perform the structural works under this Lease.

12.4 Common Area and Supply of Services

Subject to the Lessor's Rights, the Lessor will take reasonable steps to clean, light and maintain the Common Area (if any) and to ensure that the Services are properly supplied to the Premises.

12.5 No right of Termination by Lessee

Despite clauses 12.2, 12.3 and 12.4, the Lessee may not terminate this Lease or cease or reduce payments under this Lease arising from a breach of clause 12.2, 12.3 or 12.4.

12.6 Limitation of Lessor's obligations

The Lessor's obligations under this Lease bind only the person holding the reversionary estate in the Land immediately expectant on the expiry of the Term and only render the Lessor liable in damages when the act, omission or default giving rise to damages occurs while the Lessor is the registered proprietor of the Land.

12.7 Limitation of Lessor's liability

If the Lessor holds the Land as the trustee of a trust, then the Lessor's obligations under this Lease only bind the Lessor while the Land is an asset of that trust and the liability of the Lessor is limited to the net value of the assets held by the Lessor as trustee of that trust.

12.8 Disclosure

If the Premises are deemed to come under the *Building Energy Efficiency Disclosure Act 2010* and are in a disclosure affected building or a disclosure affected area in a building and the Lessee is entitled to receive a copy of the current building energy efficiency certificate then upon a written request the Lessor will provide the Lessee with a copy of that certificate.

13. Lessor's Rights

13.1 Right to enter

The Lessor or a person authorised by the Lessor may enter the Premises at all times and without notice if there is an emergency, but otherwise at all reasonable times after giving the Lessee at least seven (7) days notice of entry for any one of the following purposes:

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(a) view the state of repair of the Premises and to ensure compliance with the Lessee's Covenants;
(b) maintain or repair the Premises;
(c) maintain, repair or alter the Services;
(d) comply with any requirement or notice of an Authority in relation to the Premises for which the Lessee is not responsible under this Lease; or
(e) remove harmful substances.

13.2 Inspection by prospective lessees or purchasers

The Lessor or a person authorised by the Lessor may, after giving the Lessee reasonable notice of entry or display:
(a) enter the Premises when open for trading to allow prospective purchasers or tenants of the Premises to inspect the Premises; and
(b) display, during the last three (3) months of the Term, in the Premises a "*for Lease*" sign.

13.3 Avoid inconvenience

If the Lessor exercises the Lessor's power of entry under clause 13.1 or 13.2 the Lessor will do all that is reasonable in the circumstances to avoid causing undue inconvenience to the Lessee.

13.4 Easements or other rights

The Lessor may grant easements or other rights over the Premises to a person on any terms and for any purpose unless the Lessee establishes that the use of the easement or exercise of the right would substantially derogate from the enjoyment of the Lessee's Rights by the Lessee.

13.5 Lessor may rectify

The Lessor may do anything which should have been done by the Lessee under this Lease but which has not been done or which has not been done properly and for that purpose, the Lessor and its architects, contractors, employees and agents may enter the Premises and remain there for as long as is necessary.

13.6 Lessor may create security interest

The Lessor may at any time create or allow to exist any mortgage, charge, lien, trust or power, as or in effect as security for the payment of a monetary obligation or compliance with any other obligation over the Land or assign or otherwise dispose of or deal with the Land or its rights under this Lease as the Lessor sees fit.

13.7 Common Area

If there is a Common Area, the lessor may close the Common Area or any part of it, to maintain, repair or alter the Common Area by the Lessor will give the Lessee at least seven (7) days prior notice and do all that is reasonable in the circumstances to avoid causing undue inconvenience to the Lessee.

14. Default by Lessee

14.1 Essential terms

The following Lessee's Covenants are essential terms of this Lease:
(a) the obligations to pay Rent, Outgoings, Services and Managing Agents fees under clause 3;
(b) the obligations to maintain, repair and redecorate under clause 4;
(c) the obligations under clauses 5, 7.1, 8, 9.1, 11.2(a) and 23; and
(d) the obligations to pay GST under clause 30

but this does not mean or imply that there are no other essential terms in this Lease.

14.2 Lessor's right to terminate

If an Event of Default occurs the Lessor may terminate this Lease by:
(a) re-entering the Premises without notice; or
(b) notice to the Lessee,

except that if section 81(1) of the *Property Law Act* 1969 applies, the Lessor's right to terminate only arises after the Lessor has given a notice which complies with that section and the Lessee has failed to comply with that notice.

14.3 Interest on overdue money

Interest is payable on overdue Money and the Lessee must pay Interest to the Lessor on demand.

14.4 Tender after Termination

Money tendered by the Lessee after the Termination of this Lease and accepted by the Lessor may be applied in the manner the Lessor decides. The acceptance of Rent or other Money by the Lessor is not a waiver of a preceding breach or an acceptance of the repudiation of this Lease by the Lessee. An attempt by the Lessor to mitigate its loss is not a surrender by operation of law or a waiver of the Lessee's breach or an acceptance of the Lessee's repudiation of this Lease.

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15. Holding over

If the Lessee with the consent of the Lessor continues in possession of the Premises after Termination the Lessee is a monthly tenant of the Premises and the tenancy:

(a) may be terminated by either party giving to the other at least one (1) month's notice expiring on any day;

(b) is to be at the monthly rent which is equal to 1/12th of the Rent for the period immediately preceding Termination; and

(c) is otherwise on the same terms and conditions as this Lease except for any option to require the Lessor to grant a new lease of the Premises.

16. Supplies of Services

16.1 Indirect Supplies

If the Lessor supplies a Service to the Lessee and the Lessee fails to pay any moneys payable to the Lessor for a Service within fourteen (14) days of demand being made:

(a) the Lessor may terminate the supply of the Service until all moneys payable have been paid with all Interest payable; and

(b) the Lessor is not liable to the Lessee for any loss or damage caused or contributed to by the termination.

16.2 Direct Supplies

If any Service is not provided by the Lessor, the Lessee must make the Lessee's own arrangements direct with the relevant supply authority.

17. Name of Building

17.1 If the Premises comprise the whole of the Land the Lessee may during the Term affix a sign of the Lessee's choice on the outside of the Building provided that the Lessee first obtains any necessary consent of an Authority.

17.2 On Termination, clause 10.2 applies to the sign.

18. Rent review

18.1 Rent Review

On each Rent Review Date, the Rent is to be determined by the method of review specified in the Particulars. Under no circumstances will the Rent at anytime be calculated or set for an amount less than the Rent applicable for the period prior to the Rent Review Date in question.

18.2 Market Rent Review

If the rent review method specified in Item 10 and 11 of the Particulars due on a Rent Review Date is Method A, Market Rent, then the reviewed rental is to be agreed between the Lessor and the Lessee and failing agreement, to be reviewed in the manner set out in clauses 18.2 to 18.9.

Not earlier than three (3) months before each Market Rent Review Date the Lessor may give to the Lessee a notice proposing the new Rent that is to apply from and including the relevant Market Rent Review Date. Failure to give a notice under this clause 18.2 before a Market Rent Review Date does not prevent the Lessor from giving the notice after the Market Rent Review Date.

18.3 Lessee disputing Lessor's proposed new Rent

If the Lessee does not agree to the proposed new Rent, the Lessee must, within then (10) Business Days after the date of service of the Lessor's notice, of which time is of the essence, give to the Lessor written notice disputing the proposed new Rent.

18.4 Deemed acceptance of proposed new Rent

If the Lessee does not give the dispute notice the Lessee is taken to agree to the Lessor's proposed new Rent.

18.5 Application of proposed new Rent

If the Lessee agrees to or is taken to agree to the Lessor's proposed new Rent, then that proposed new Rent applies from and including the relevant Market Rent Review Date.

18.6 Determination of Rent

If the Lessee gives a dispute notice to the Lessor as specified in clause 18.3, then the Rent applicable from and including the relevant Market Rent Review Date is to be the Rent determined in accordance with clause 18.7 to 18.9.

18.7 Market Rent

The Market Rent of the Premises is to be determined by a Valuer appointed by the President for the time being of the Australian Property Institute (WA Division) at the request of either the Lessor or the Lessee:

(a) having regard to the terms of this Lease; and

(b) assuming the Lessee and the Lessor have complied with all the terms of this Lease; and

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(c) assuming the Lessor is a willing but not anxious landlord and the Lessee is a willing but not anxious tenant and that the Lessee is being offered the Premises with vacant possession; and

(d) having regard to the current rental value of premises similar to the Premises; and

(e) taking no account of:

(i) the value of any personal goodwill attributable to the Lessee's Business and the value of the Lessee's Property;

(ii) any temporary disturbance resulting from maintenance of any part of the Premises or the Lessor's Property at any time carried out by the Lessor;

(iii) any values attaching to any licence or permit in respect of the Lessee's Business;

(iv) the value of permanent structural improvements erected or installed at the Lessee's expense and which the Lessee may not remove at termination; and

(f) having regard to all other relevant valuation principles.

18.8 Valuer as expert

In determining the Market Rent, the Appointed Valuer is to act as an expert and not an arbitrator and the Appointed Valuer's determination is conclusive and binding on the Lessor and the Lessee.

18.9 Valuer's costs

The Lessor and the Lessee must pay the Appointed Valuer's costs in equal shares.

18.10 CPI Rent Review

(a) If the rent review method specified in Item 10 and 11 of the Particulars due on a Rent Review Date is Method B, CPI Rent, then the reviewed rental on that Rent Review Date is determined in accordance with the following formula:

$$\text{CPI Rent} = R \times \frac{\text{Current CPI}}{\text{Previous CPI}}$$

Where R = the Rent payable immediately prior to the relevant Rent Review Date.

(b) If on a Rent Review Date the CPI number has not been published, or in the Lessor's opinion the CPI has materially changed since the later of the Date of Commencement or the last preceding Rent Review Date, the Lessor may appoint an actuary from the fellows of the Institute of Actuaries of Australia to select or determine an index which accurately reflects changes in the prevailing levels of prices in the category dealt with by the CP (before any material change) between the later of the Date of Commencement or the last preceding Rent Review Date and the relevant Rent Review Date and the actuary will use that index to certify the Current CPI and the Previous CPI.

(c) The actuary's certificate issued under clause 18.10(b) is final and binding on the Lessor and the Lessee.

18.11 Percentage Increase

If the rent review method specified in Item 10 and 11 of the Particulars due on a Rent Review Date is Method C, then the reviewed rental is the Rent applicable immediately before the Rent Review Date increased by the percentage specified in Item 11 of the Particulars on that Rent Review Date.

18.12 Greater of Market and CPI

If the rent review method specified in Item 10 and 11 of the Particulars due on a Rent Review Date is Method D, then the Reviewed Rental is the greater of the Method A – Market Rent and Method B – CPI Rent on that Rent Review Date.

18.13 Other Method of Review

If the rent review method specified in Item 10 and 11 of the Particulars due on a Rent Review Date is Method E, then the Rent applicable immediately before the Rent Review Date will be increased by that method specified in Method E on that Rent Review Date.

18.14 Payment of Rent before determination

Until the Reviewed Rent for the Premises is determined, the Lessee will pay the Lessor's proposed new Rent. The Reviewed Rent applies from and including the relevant Rent Review Date and any adjustment as between the Lessor and the Lessee with respect to the Reviewed Rent will be made on the first day of the month following agreement or determination of the Reviewed Rent.

19. Option

If:

(a) the Lessee at least three (3) months but not earlier than six (6) months prior to the expiry of the Term gives the Lessor notice to renew the Term for a Further Term; and

(b) no Event of Default has occurred which has not been remedied or waived; and

(c) the Guarantor executes a guarantee and indemnity in the same terms as the Guarantee and Indemnity in respect of the Further Term,

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the Lessor will at the Lessee's cost grant the Lessee a lease of the Premises for the next consecutive Further Term at the Rent and on the terms and conditions of this Lease other than this right of renewal unless there is more than one Further Term in which case the number of Further Terms is reduced by one.

20. Destruction or Damage to Building or Premises

20.1 Procedure following destruction or damage

If the Building is damaged or destroyed so that the Premises are rendered substantially unfit for occupation and use or the Lessee's Rights are substantially interfered with then the Lessor may give a notice to the Lessee within three (3) months after the damage which either:

(a) terminates this Lease on a date that is not less than one (1) month after the date of service of the notice but not more than six (6) months after the damage occurred; or

(b) informs the Lessee of the Lessor's intention to rebuild the Building or that part damaged and how long it is estimated to take.

20.2 Lessee's right to terminate Lease

The Lessee may terminate this Lease by notice to the Lessor if:

(a) the Lessor notifies the Lessee under clause 20.1(b) that the estimated time to rebuild the Building exceeds six (6) months from the date of the damage;

(b) the Lessor gives a notice under clause 20.1(b) and does not restore or reinstate the Building or make the Premises fit for use by the Lessee within the estimated time and continues to fail to restore or reinstate the Premises of the Building so as to make the Premises fit for use within three (3) months after the Lessee gives to the Lessor a notice of intention to terminate this Lease;

(c) the Lessor does not comply with clause 20.1; or

(d) the Premises remain unfit for occupation and use for a period of at least six (6) months from the date of the damage.

20.3 No liability as a result of termination

No liability attaches to the Lessor or the Lessee as a result of the termination of this Lease under clause 20.

20.4 Abatement of Rent

If:

(a) the Building is damaged or destroy so that the Premises are rendered substantially unfit for occupation and use or the Lessee's Rights are substantially interfered with; and

(b) payment of insurance money in respect of the damage or destruction is not at any time refused or withheld in whole or in part as a result of any act or omission of the Lessee,

the Rent or a fair and just proportion according to the nature and extent of the damage sustained will from the date of damage or destruction until the Premises are reinstated or restored abate and cease to be payable.

21. Act by Agents

All acts and things which the Lessor is required or empowered to do under this Lease may be done by the Lessor or the lawyer, agent, contractor or employee of the Lessor.

22. Lessee Liable for Licensees

The Lessee is liable for all acts or omissions of Licensees.

23. Assignment, Subletting and Charging

23.1 Prohibition

The Lessee may not grant to any person any interest in the Premises or in this Lease including without limitation, an assignment, a sublease or any other right to possess, use or occupy the Premises, or a charge, without the Lessor's consent.

23.2 Lessee's obligations

If the Lessee wishes to assign or sublet any interest in the Premises or in this Lease, then the Lessee must apply to the Lessor for its consent, at least twenty eight (28) days before the proposed date of change in possession of the Premises.

23.3 Conditions of Lessor's consent to assignment

The Lessor will consent to a proposed assignment if:

(a) the Lessee complies with clause 23.2;

(b) the Lessor is satisfied that the proposed assignee is a respectable and responsible person of good financial standing the onus of satisfying the Lessor in respect of those criteria being on the Lessee;

(c) all Money then due has been paid and there is no existing unremedied breach of the Lessee's Covenants;

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(d) the Lessee procures the execution by the proposed assignee of a deed of assignment to which the Lessor is a party prepared and completed by the Lessor's lawyers at the cost of the Lessee in all respects;

(e) the assignment contains a covenant by the assignee with the Lessor to pay all Money and to perform and observe the Lessee's Covenants;

(f) the Lessee has paid to the Lessor:

(i) the Lessor's reasonable expenses incurred in making enquiries to satisfy itself concerning matters specified in clause 23.3(b); and

(ii) the Lessor's costs and expenses in connection with the approval, preparation, negotiation, execution, stamping, registration and completion of the assignment and all relevant duty;

(g) any guarantee required under clause 23.11 is provided in accordance with that clause;

(h) no Event of Default has occurred which has not been remedied or waived;

(i) the Lessee has withdrawn any caveat lodged by the Lessee in respect of its interest in the Premises; and

(j) all rent reviews due as at or within thirty (30) days after the date of the change in possession of the Premises have been completed.

23.4 Conditions of Lessor's consent to subletting

The Lessor will consent to a proposed subletting if:

(a) the Lessee complies with clause 23.2;

(b) the Lessor is satisfied that the proposed sublessee is a respectable and responsible person of good financial standing the onus of satisfying the Lessor in respect of those criteria being on the Lessee;

(c) the Lessee procures the execution by the proposed sublessee of a sublease;

(d) the sublease:

(i) is approved by the Lessor;

(ii) is not inconsistent with this Lease; and

(iii) contains:

(A) provision for the review of the rent reserved by the sublease on the basis and on the dates on which the Rent is to be reviewed under this Lease;

(B) a covenant prohibiting the sublessee from doing or allowing any act or thing in relation to the sublet premises inconsistent with this Lease;

(C) a condition for re-entry by the sublessor on breach of any covenant by the sublessee; and

(D) the same restrictions on assignment, subletting, charging or parting with possession of the sublet premises as this Lease contains;

(e) the Lessee has paid to the Lessor:

(i) the Lessor's reasonable expenses incurred in making enquiries to satisfy itself concerning matters specified in clause 23.4(b) and

(ii) the Lessor's reasonable costs and expenses in connection with the approval, preparation, negotiation, execution, stamping, registration and completion of the sublease and all relevant duty;

(f) any guarantee required under clause 23.11 is provided in accordance with that clause.

23.5 No possession until consent

The Lessee must not give possession of or allow the proposed assignee or sublessee to occupy the Premises until the Lessor notifies the Lessee of its consent to the proposed assignment or sublease and the deed of assignment or sublease has been executed by the proposed assignee or sublessee and returned to the Lessor.

23.6 Consent to charge

If the Lessor consents to a charge or security interest by the Lessee of this Lease or of any of the fixtures which are Lessee's Property, that consent will be in a form approved by the Lessor in its absolute discretion.

23.7 Lessee remains liable

The Lessee remains fully liable under this Lease during the Term (including any Further Term) if the Lessee grants an interest in the Premises or in this Lease, including without limitation, an assignment, a sublease or any other right to possess, use or occupy the Premises, to any person whether or not the Lessee has obtained the Lessor's consent.

23.8 Payments

The only person entitled to receive payments from the Lessor under this Lease is the person who is the Lessee at the time those payments are made. That person is entitled to receive those payments even if the person was not the Lessee during any part of the period to which those payments relate. Each person who assigns this Lease releases the Lessor from liability to pay that person any amount under this Lease.

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23.9 Change in shareholding

If the Lessee is a corporation the shares in which are not quoted on any Stock Exchange in Australia, any change in control of the Lessee (or if the Lessee is a subsidiary, any change in control of its holding company) is taken to be an assignment of the Lessee's interest in this Lease. In this clause:

(a) "change in control" means change in control of the composition of the board of directors or control of more than 50% of the shares with the right to vote in general meetings of the company; and

(b) words used in this clause and defined in the *Corporations Act* have the meanings given to them in that Act.

23.10 Exclusion of the Property Law Act

Sections 80 and 82 of the *Property Law Act* 1969 are excluded from this Lease.

23.11 Guarantees required

In the case where the proposed assignee or sublessee is a corporation the share in which are not quoted on any Stock Exchange in Australia, the Lessee must obtain a guarantee from the principal director or majority shareholder for the benefit of the Lessor of:

(a) in the case of an assignment, the observance and performance by the assignee of the Lessee's Covenants; and

(b) in the case of a sublease, the observance and performance by the sublessee of the Lessee's Covenants except the covenant to pay the Money.

23.12 Covenants are supplementary

The covenants and agreements on the part of any assignee or sublessee are supplementary to the Lessee's Covenants and do not relieve the Lessee from the Lessee's Covenants.

24. Guarantee and Indemnity

24.1 Guarantee

The Guarantor guarantees unconditionally and irrevocably to the Lessor the due and punctual payment by the Lessee to the Lessor of all Money and the payment of Damages for breaches or non-performance of the Lessee's Covenants.

24.2 Indemnity

As a separate undertaking, the Guarantor:

(a) indemnifies unconditionally and irrevocably the Lessor against all Damages, loss, liability, cost or expense (collectively "the Lessor's Loss") incurred or suffered by the Lessor arising from or in connection with any Event of Default or as a consequence of a disclaimer of this Lease by a liquidator or trustee of the Lessee; and

(b) as principal debtor agrees to pay to the Lessor on demand a sum equal to the amount of the Lessor's Loss.

24.3 Continuing guarantee and indemnity

The guarantee and indemnity contained in this clause 24:

(a) is a continuing guarantee and indemnity and not discharged by any intermediate payment or settlement of account; and

(b) continues in full force and effect during the Term and while the Lessee occupies or is entitled to occupy the Premises under this Lease or any other form of tenancy or right of occupation or as a trespasser or other unauthorised occupier or unregistered equitable lease or informal tenancy or an equitable interest in the Premises under an agreement for lease or as a periodical tenant or is holding over,

until the Guarantor is expressly released by the Lessor.

24.4 Waiver of prior proceedings

The Guarantor's obligations under this clause 24 are principal obligations and the Lessor is not required to commence proceedings or enforce its rights against the Lessee before claiming under this guarantee and indemnity.

24.5 Liability and rights not affected

The Guarantor's obligations under this clause 24 are not affected by anything which might otherwise affect them under the law relating to sureties, including but not limited to, one or more of the following:

(a) the Lessor granting time or any other concession to or compromising with or releasing in any way the Lessee or a Co-surety;

(b) acquiescence, delay, acts or omissions on the part of the Lessor;

(c) a variation of this Lease with or without the consent of the Guarantor;

(d) the death, mental or physical disability, insolvency or dissolution of the Lessee or any Co-surety;

(e) the entry by the Lessee into any arrangement, assignment or composition for the benefit of creditors, liquidation, scheme of arrangement, deed of company arrangement, reduction of capital, capital reconstruction, or the appointment of a receiver or receiver and manager of the Lessee whether by the court or under the powers contained in any instrument or the appointment of a voluntary administrator by the Lessee;

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(f) the fact that a Co-surety may never execute this Lease or that the execution of this Lease by any Co-surety is void or voidable;

(g) the invalidity or unenforceability of an obligation or liability of the Lessee or a Co-surety under this Lease;

(h) a disclaimer of this Lease by a liquidator or trustee of the Lessee or any other person; and

(i) the Lessor releasing, disposing of or dealing in any other way with any security interest it may hold which is given by the Lessee or any Co-surety.

24.6 Guarantor not to prove in competition

The Guarantor must not prove or claim in any bankruptcy, liquidation, composition, arrangement or assignment of or in relation to the Lessee in competition with the Lessor and the Guarantor holds in trust for the Lessor any proof or claim any dividend received by it until all Moneys have been paid.

24.7 Reinstatement of guarantee

If a claim that a payment to the Lessor in connection with this Lease is void or voidable under laws relating to insolvency or protection of creditors is upheld, conceded or compromised, the Lessor is immediately entitled as against the Guarantor to the rights to which it would have been entitled under this clause if all or part of the payment had not been made.

24.8 Costs and expenses

The Guarantor must pay to the Lessor on demand the Lessor's reasonable costs and expenses, including reasonable legal costs and expenses relating to any action in connection with this guarantee and indemnity including its enforcement and money paid to the Lessor by the Guarantor is to be applied firstly against costs and expenses payable under this clause 24.8 and then against other obligations under this guarantee and indemnity.

24.9 Assignment

If the benefit of this Lease is transferred to assigned by the Lessor to any person, the benefit of this guarantee and indemnity extends to and is taken to be assigned to and enforceable by the Lessor's transferee or assignee.

25. Lessee's Trust

If the Lessee enters into this Lease as trustee of a trust ("Trust"), the Lessee:

(a) confirms that it enters into this Lease as trustee of the Trust both for its beneficiaries and for itself and in this Lease, each reference to the Lessee is a reference to it in each capacity; and

(b) warrants to the Lessor that:

(i) it is the only trustee of the Trust;

(ii) no action has been taken or proposed to remove it as trustee of the Trust;

(iii) it has power under the trust deed relating to the Trust to enter into and observe the Lessee's Covenants;

(iv) it has a right to be fully indemnified out of the trust fund of the Trust in respect of its obligations to perform and observe the Lessee's Covenants;

(v) the assets of the Trust are sufficient to satisfy the Lessor's right of indemnity in clause 9.1;

(vi) it is not in default under the terms of the Trust; and

(vii) the Lessor's Rights rank in priority to the interests of the beneficiaries of the Trust.

26. Notice

All notices, requests, demands, consents, approvals, agreements or other communications to or by a party to this Lease:

(a) must by in writing:

(i) (if served or made in person or by post) addressed to:

A. the address of the recipient shown in this Lease;

B. if the recipient is a corporation, its registered office, postal address or principal place of business; or

C. any other address as the recipient may have notified the sender; or

(ii) (if served or made by facsimile or email) addressed to the facsimile number or email address specified in Items 1, 2 or 3 of the Particulars or any number nominated by the recipient to the sender;

(b) may be signed:

(i) if given by a natural person, by the sender or the sender's lawyer; or

(ii) if given by a corporation, by a director, secretary, manager or lawyer for the sender;

(c) is deemed duly given or made:

(i) (if served or made in person or by post) when delivered to the recipient at an address specified in paragraph (a)(i); or

(ii) (if served or made by facsimile) upon transmission being completed,

but if delivery or receipt is later than 4.00pm (local time) on a day on which business is generally carried on in the place to which the communication is sent, it is deemed to have been duly given or made at the commencement of business on the next such day in that place.

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(d) the parties consent to email service of notices.

27. Special Clauses

The Terms and Conditions include the Special Clauses in Item 20 of the Particulars (if any) and if there is any inconsistency between the Special Clauses and the other Terms and Conditions, the Special Clauses prevail to the extent of the inconsistency.

28. Proper Law and Arbitration

28.1 Proper Law

This Lease is governed by the Laws of Western Australia.

28.2 Arbitration

(a) Except as otherwise provided, any dispute arising out of this Lease is to be determined by a single arbitrator under the provisions of the *Commercial Arbitration Act* 2012 and the Lessor and Lessee may each be represented at their own cost and expenses by a lawyer of their choice; and

(b) the Lessee must pay the Money without abatement or deduction until whichever is the earlier of:

(i) the date of the award of the arbitrator; or

(i) agreement between the parties,

when the Lessor will refund to the Lessee any money paid by the Lessee not required to be paid within the terms of the award of the arbitrator or the agreement between the Lessor and the Lessee.

29. Strata Title Provisions

29.1 Strata Title Provisions

If at any time the Premises comprise a strata lot this Lease is taken to be amended as follows:

(a) Grant of Lease and Lessee's Rights

(i) The grant of this Lease is subject to all easements rights reservations and powers mentioned in the Strata Titles Act so far as they are not excluded or modified and to all easements shown on the strata plan.

(ii) The Lessee and the Licensees have the right in common with the Lessor and the Registered Proprietors to use the common property on the strata plan subject to the by-laws of the strata company and all rules and regulations made by the strata company.

(b) Definitions

(i) The following definitions are added:

"Strata Titles Act" means the *Strata Titles Act* 1985;

"Registered Proprietor" means the registered proprietor of a lot comprised in a strata plan; and

words and expressions defined in the Strata Titles Act have the same meaning in this clause.

(ii) The following definitions in clause 1 are modified:

"Building" to mean to building in which the Premises or part of the Premises are situated;

"Event of Default" to include the following:

"(f) if the strata company lawfully institutes legal proceedings against the Lessor as the result of default on the part of the Lessee in the payment of any contribution levied by the strata company pursuant to Section 36 of the Strata Titles Act or in carrying out any obligation imposed on the Lessor under Section 38 of the Strata Titles Act.".

(c) Strata company

The Lessee must pay to the Lessor all the contributions levied by the strata company.

(d) By-laws, rules and regulations

The Lessee must comply on time with all the strata company's by-laws and all rules and regulations made by the strata company under its by-laws and the *Strata Titles Act*.

(e) Air Conditioning Plant

Clause 4.4 does not apply.

(f) Named Building

Clause 17 does not apply.

(g) Destruction or damage to Building or Premises

Clause 20 of the Lease is amended as follows:

"20.1 Procedure following destruction or damage

If the Building is damaged or destroyed so that the Premises are rendered substantially unfit for occupation and use or the Lessee's Rights are substantially interfered with then the Lessor may give a notice to the Lessee within three (3) weeks after the damage which either:

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(a) *terminates this Lease on a date that is not less than one (1) month after the date of service of the notice but not more than three (3) months after the damage occurred; or*

(b) *informs the Lessee of the strata company's intention to rebuild the Building or that part damaged and how long it is estimated to take.*

20.2 *Lessee's right to terminate Lease*

The Lessee may termination this Lease by notice to the Lessor if:

(a) *the Lessor notifies the Lessee under clause 20.1(b) that the estimated time to rebuild the Building exceeds three (3) months from the date of the damage;*

(b) *the Lessor gives a notice under clause 20.1(b) and the strata company does not restore or reinstate the Building or make the Premises fit for use by the Lessee within the estimated time and continues to fail to restore or reinstate the Premises or the Building so as to make the Premises fit for use within one (1) month after the Lessee gives to the Lessor a notice of intention to terminate this Lease;*

(c) *the Lessor does not comply with clause 20.1; or*

(d) *the Premises remain unfit for occupation and use for a period of at least three (3) months.*

20.3 *No liability as a result of termination*

No liability attaches to the Lessor or the Lessee as a result of the termination of this Lease under clause 20.

20.4 *Abatement of Rent*

If:

(a) *the Building or any part of the Building is so destroyed or damaged as to render the Premises substantially unfit for occupation and use or interfere substantially with the Lessee's Rights; and*

(b) *payment of insurance money in respect of the damage or destruction is not at any time refused or withheld in whole or in part as a result of any act or omission of the Lessee,*

the Rent or a fair and just proportion according to the nature and extent of the damage sustained will from the date of damage or destruction until the Building is reinstated or restored abate and cease to be payable."

(h) Further Provisions

(i) Neither this Lease nor the Term is affected by any order made by any Court or Tribunal pursuant to the *Strata Titles Act* varying the strata scheme or substituting a new strata scheme for or terminating the strata scheme unless the order is for the termination of the strata scheme in consequence of damage to or the destruction of the Building.

(ii) The Lessee has no claims or rights against the Lessor in consequence of the exercise by the strata company of any of the strata company's rights, duties or powers under the *Strata Titles Act*.

(iii) Where any right or power granted to the Lessor or obligation imposed upon the Lessor under this Lease may only be exercised or carried out by the strata company or with the approval of the strata company, then the Lessor has no duty to perform or observe that obligation unless the strata company gives any necessary approval and in the appropriate case, must use reasonable endeavours to ensure that the strata company carries out or observes that obligation. For the purposes of this provision, "*reasonable endeavours*" is limited to the exercise by the Lessor of its voting rights in relation to the act or matter in question.

30. GST

30.1 GST payable

The Lessee must pay to the Lessor any GST payable by the Lessor in accordance with the requirements of the *GST Act*. The payments are to be made by the Lessee prior to the date for payment of the GST by the Lessor or on the dates for the payment of Rent, Outgoings, Services or Managing Agents fees, whichever is the earlier.

30.2 GST exclusive

Any Rent or other payment obligation stated or referred to in this Lease does not include GST unless it is expressly included and GST must be paid in addition to that Rent or payment obligation and the consideration for any supply by the Lessor to the Lessee is increased by an amount equal to the amount of that consideration multiplied by the rate at which GST is imposed in respect of that supply.

30.3 Tax invoice

If registered for GST, the Lessor must provide to the Lessee a GST tax invoice as required by the *GST Act*.

31. Security Bond

31.1 Amount of security

The Lessee will pay to the Lessor before the Date of Commencement the Security Bond specified in Item 18 of the Particulars to be held by the Lessor as and by way of bond and security for the performance by the Lessee of the Lessee's Covenants in this Lease.

31.2 Interest bearing

The Security Bond may be held in an interest bearing bank account in the name of the Lessor. Any interest earned on it will accrue to the Lessee but be paid in accordance with this clause.

31.3 Applied to arrears

The Security Bond and any interest on it may at any time during the currency of or after the determination of the tenancy created by this Lease be applied by the Lessor towards arrears of Rent, Damages or losses caused by or arising out of any breach of the Lessee's Covenants or the payment of any other monies payable by the Lessee to the Lessor pursuant to the Lease and any costs relating to and arising out of the same. The Lessee will not be entitled to offset the Security Bond against any obligation under this Lease.

31.4 Return

Provided the Lessee is not then in default under the terms of the Lease, the Lessor will pay to the Lessee the balance of the Security Bond and interest (if any) remaining after the determination of the Lease.

31.5 Further monies

Where the Lessor applies the Security Bond pursuant to this clause, the Lessor may call upon the Lessee by notice in writing to deposit further monies into the Security Bond to make it equal to the full amount of it and the failure of the Lessee to comply with such notice will constitute a breach of the Lease. Any application of the Security Bond by the Lessor in accordance with this clause will not prejudice the Lessor or any of the Lessor's rights apart from the Lessor's rights to recover the amounts received out of the Security Bond. The failure of the Lessor to apply the Security Bond in respect of any matters which may call for its application will not in any way whatsoever represent a waiver or estoppel or otherwise prejudice the right of the Lessor to take any action permitted by the Lease including the application of the Security Bond in accordance with this clause.

32. Bank guarantee

32.1 Bank guarantee

The Lessee must arrange for the issue and delivery to the Lessor prior to the Commencement Date, of a Bank Guarantee as security for payment by the Lessee of all Rent and other money which may become payable by the Lessee to the Lessor and the performance of the Lessee's obligations under this Lease.

32.2 Form of Bank Guarantee

The Bank Guarantee is to be an irrevocable and unconditional guarantee:

(a) on terms acceptable to the Lessor;

(b) issued in favour of the Lessor by a bank licensed to carry on banking business in Australia and having a branch office in Perth, Western Australia;

(c) which contains no expiry date; and

(d) in the amount specified in Item 19 of the Particulars subject to variation under clause 32.3.

32.3 Increase in amount of Bank Guarantee

The Lessee within one (1) month from the date of a request by the Lessor is to procure the guaranteed amount of the Bank Guarantee to be increased, or the Bank Guarantee to be replaced with a Bank Guarantee in the sum of the increased amount. The new amount specified by the Lessor is not to exceed the amount previously guaranteed plus a percentage equal to the percentage increase in the Rent since the later of the request for the initial Bank Guarantee and the last request by the Lessor for an increase in the guaranteed amount.

32.4 Assignment by Tenant

If the Lessee assigns this Lease with the consent of the Lessor, and if:

(a) the Lessee has:

(i) paid all money payable by the Lessee accrued up to and including the assignment date; and

(ii) performed all other obligations under this Lease arising for performance both prior to the assignment date and arising out of or in relation to the assignment; and

(b) the Lessor has received a Bank Guarantee in respect of the assignee's obligations as Lessee in the terms of this clause 32,

the Lessor will release the Bank Guarantee provided by the Lessee and deliver it to the Lessee.

32.5 Presentation of Bank Guarantee

The Lessee acknowledges and agrees that:

(a) the Lessee provides the Bank Guarantee to the Lessor as security for all of the Lessee's obligations under this Lease;

(b) the Lessor may, acting in good faith and without notice to the Lessee:

(i) present the Bank Guarantee to recover the Lessor's loss due to the Lessee's breach of this Lease; and

(ii) apply the proceeds of the Bank Guarantee as its own property;

(c) it is not a precondition to the exercise of the Lessor's rights under this clause that a court or other Authority determines whether the Lessee is in actual breach of this Lease; and

(d) by presenting the Bank Guarantee under this clause the Lessor does not waive the Lessee's breach or affect any of the Lessor's rights arising from the Lessee's breach.

32.6 Replacement of Bank Guarantee

The Lessee must promptly (and in any event within 14 days of demand) upon the Lessor presenting the Bank Guarantee under clause 32.5 provide to the Lessor a replacement Bank Guarantee so that the amount of the Bank Guarantee held by the Lessor is the amount specified in Item 19 of the Particulars (varied as set out in clause 32.3).

32.7 New Landlord

If a Lessor ceases to be the Lessor, the Lessee promptly after being requested to do so by either the Lessor or the new Lessor is to arrange for the Bank Guarantee to be replaced with a Bank Guarantee in favour of the new Lessor. The Lessee will not be required to provide a replacement Bank Guarantee if the terms and conditions of the existing Bank Guarantee extend to, are for the benefit of and may be called upon by any successor in title of the Lessor.

32.8 Costs of Bank Guarantee

The costs of the issue, maintenance or variation of a Bank Guarantee including duty assessed on the Bank Guarantee are to be paid by the Lessee on demand.

32.9 Return of Bank Guarantee

The Lessor must return the Bank Guarantee to the Lessee within a reasonable time of the last to occur of:

(a) this Lease ending and the Lessee vacating the Premises; and

(b) the Lessor (acting reasonably) being satisfied that the Lessee has complied with all of the Tenant's obligations under this Lease,

unless the Bank Guarantee is needed to recover the Lessor's loss or damage.

32.10 Insurance Bond or eGuarantee

This clause 32 will apply to any Insurance Bond or eGuarantee set out in Item 19 of the Particulars except that instead of "*Bank Guarantee*" it will be read as "*Insurance Bond or eGuarantee*" and clause 32.2(b) will not apply.

33. PPSA

33.1 Definitions

In this clause 33,

(a) "PPSA" means the *Personal Property Securities Act 2009* (Cth); and

(b) words and phrases that have defined meanings in the PPSA have the same meanings as in the PPSA.

33.2 Security interests

(a) The Lessee acknowledges and agrees that this Lease is a security agreement under the PPSA in relation to each security interest created over the relevant collateral, including, without limitation, any purchase money security interest.

(b) Upon execution, and without limiting the generality of clause 33.2(a), this Lease creates an enforceable security interest over each of the following:

(i) the Lessor's Property, including, without limitation, any improvements undertaken to the Premises by the Lessor or the Lessee attaching to, and forming part of, the Premises, or with respect to which the Lessor has provided a financial contribution or incentive, including any fitout; and

(ii) any Security Bond or other similar security deposit provided by the Lessee to the Lessor.

(c) If the Lessor has any rights in addition to the rights provided under Chapter 4 of the PPSA, those additional rights continue to apply.

33.3 Registration

(a) The Lessee acknowledges and agrees that, in relation to each security interest created by this Lease:

(i) the Lessor may register any document, including, without limitation, any financing statement or financing change statement, and do anything which the Lessor considers necessary or desirable; and

(ii) the Lessee will do anything which the Lessor reasonably asks,

to ensure that the Lessor's security interest:

(iii) is enforceable, perfected and otherwise effective; and

(iv) has priority over all other security interests.

(b) The Lessee must pay on demand all reasonable fees and expenses (including legal fees) incurred by the Lessor in doing any of the things referred to in clause 33.3(a).

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33.4 Waiver of notice and rights and modification of PPSA

(a) To the extent permitted by law, the Lessee waives its right to receive any notice (including notice of a verification statement) that is required by the PPSA, including without limitation sections 95, 121(4), 130, 132(3)(d), 132(4) and 135 of the PPSA. However, this does not prevent the Lessor from giving a notice under the PPSA or otherwise.

(b) The Lessor's obligation to comply with section 125 of the PPSA is excluded. The Lessor may exercise any rights given to the Lessor under sections 96, 117, 118, 120, 123, 126, 128, 129, 134(1), 142 and 143 of the PPSA, however the Lessor may, to the extent permitted by section 115 of the PPSA, treat those sections as modified or excluded to the extent that the Lessor considers that those sections would otherwise restrict the Lessor's rights.

(c) The Lessee agrees not to exercise its rights to make any request of the Lessor under section 275 of the PPSA. However, this does not limit the Lessee's rights to request information other than under section 275 of the PPSA.

33.5 Disclosure

Neither the Lessee nor the Lessor will disclose any information of the kind mentioned in section 275(1) of the PPSA, except where disclosure is required by section 275(7) of the PPSA. The Lessee will not authorise the disclosure of any information under section 275(1) or waive any duty of confidence that would otherwise permit non-disclosure under that section.

33.6 Restrictions on dealings

(a) The Lessee must not sell, transfer, lease, encumber, part with possession of, create or allow any interest in, or otherwise deal with any of its rights and interest in any relevant collateral, including, without limitation, any purchase money security interest, or any part of it, or otherwise allow the relevant collateral, including, without limitation, any purchase money security interest, to become an accession to, or comingled with, any property other than the Premises, without the prior written consent of the Lessor.

(b) The Lessee must notify the Lessor if anything mentioned in clause 33.6(a) occurs, or is anticipated to occur, immediately upon the Lessee becoming aware of it.

33.7 Change of details

(a) The Lessee must notify the Lessor at least 14 days before it does any of the following:

(i) changes its name;

(ii) changes its place of registration or incorporation; or

(iii) changes or applies for an ACN, ABN, ARBN or ARSN.

(b) The Lessee must notify the Lessor if anything mentioned in clause 33.7(a) occurs, or is anticipated to occur, immediately upon the Lessee becoming aware of it.

34. Car Parking Bay

34.1 If Item 22 in the Particulars set out an Exclusive Car Parking Licence then the Lessor grants to the Lessee an exclusive licence to use the Car Parking Bays for the parking of the number of vehicles set out in Item 22 of the Particulars only for the Term of the Lease and any extension or renewal of the Lease ("Car Park Licence") for the Car Park Licence Fee set out in Item 23 of the Particulars plus GST and additionally any Authority levies ("Car Park Licence Fee") payable on the same day of each month in the same manner as the Rent. The Car Park Licence will be located in the position set out in Item 24 of the Particulars but the Lessor reserves the right to reposition the Car Park Licence to an alternative area.

34.2 The Car Park Licence Fee will be reviewed in the same manner as the Rent is reviewed during the Term and any extensions and renewals. The provisions of the Lease relating to Rent Reviews apply exactly the same to the reviews of the Car Park Licence Fee.

34.3 Provided that the Lessee has complied with all of the Lessee's obligations under this Lease, then the Lessee is entitled to the Car Park Licence.

34.4 The Lessee will at its own cost, keep the Car Parking Bays in a clean and tidy condition, removing any oil spills, rubbish and any abandoned vehicles left in the Car Parking Bays.

34.5 The provisions contained in this Lease apply fully with respect to the Car Parking Bays including the obligation to obtain and maintain insurance to cover the use of the Car Parking Bays by the Lessee, the Lessee's employees, contractors and invitees.

34.6 Should the Lessor not be entitled to, or at any time in the future be no longer entitled to license the Car Parking Bays to the Lessee for any reason whatsoever, then the Car Park Licence will immediately and automatically come to an end whether or not the Lessor gives notice of such termination.

35. Miscellaneous

35.1 Accrual on a daily basis

Money accrues daily under this Lease.

35.2 Statutory Powers

The powers conferred on the Lessor by or under any Act are in addition to the Lessor's Rights except to the extent inconsistent with this Lease.

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35.3 Moratorium not to apply

Unless application is mandatory by law the provisions of any Act do not apply to this Lease so as to abrogate, extinguish, postpone or otherwise prejudicially affect the Lessor's Rights.

35.4 Severance

If any part of this Lease is, or becomes, void or unenforceable that part is severed from this Lease so that all parts that are not void or unenforceable remain in full force and effect and are unaffected by that severance.

35.5 Waivers

(a) A failure to exercise or delay in exercising any right, power or privilege in this Lease by any party, is not a waiver of that right, power or privilege.

(b) A partial exercise of any right, power or privilege does not preclude any further exercise of that right, power or privilege, or the exercise of any other right, power or privilege.

35.6 Variation

This Lease may be varied only be deed executed by all of the parties.

35.7 Further Assurances

The parties must execute and do all acts and things necessary or desirable to implement and give full effect to the provisions and purpose of this Lease.

35.8 Counterparts

This Lease may be executed in any number of counterparts each of which is an original and all of which constitutes one and the same instrument.

35.9 Payment of Money

Any sum of money to be paid to the Lessor must be paid to the Lessor at the Address or as otherwise directed by the Lessor by notice from time to time.

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SIGNED BY THE LESSOR
(individual)

SIGNED by

(FULL NAME)

Signature

in the presence of:

Signature of Witness

Full name of Witness

Address of Witness

Occupation of Witness

(Corporation)

Full Name of Corporation

ACN/ABN

EXECUTED BY THE LESSOR PURSUANT TO ITS CONSTITUTION AND THE CORPORATIONS ACT)

Sole / Director

Full Name of Director

SIGNED BY THE LESSOR
(individual)

SIGNED by

(FULL NAME)

Signature

in the presence of:

Signature of Witness

Print full name of Witness

Address of Witness

Occupation of Witness

(Corporation)

Full Name of Corporation

ACN/ABN

EXECUTED BY THE LESSOR PURSUANT TO ITS CONSTITUTION AND THE CORPORATIONS ACT)

Director / Secretary

Full Name of Director / Secretary

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SIGNED BY THE LESSEE

(individual)

SIGNED by

(FULL NAME)

Signature

in the presence of:

Signature of Witness

Full name of Witness

Address of Witness

Occupation of Witness

(Corporation)

Full Name of Corporation

ACN/ABN

EXECUTED BY THE LESSEE PURSUANT TO ITS CONSTITUTION AND THE CORPORATIONS ACT)

Sole / Director

Full Name of Director

SIGNED BY THE LESSEE

(individual)

SIGNED by

(FULL NAME)

Signature

in the presence of:

Signature of Witness

Print full name of Witness

Address of Witness

Occupation of Witness

(Corporation)

Full Name of Corporation

ACN/AEN

EXECUTED BY THE LESSEE PURSUANT TO ITS CONSTITUTION AND THE CORPORATIONS ACT)

Director / Secretary

Full Name of Director / Secretary

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SIGNED BY THE GUARANTOR
(individual)

SIGNED by

(FULL NAME)

Signature

in the presence of:

Signature of Witness

Full name of Witness

Address of Witness

Occupation of Witness

(Corporation)

Full Name of Corporation

ACN/ABN

EXECUTED BY THE GUARANTOR PURSUANT TO ITS CONSTITUTION AND THE CORPORATIONS ACT)

Sole / Director

Full Name of Director

SIGNED BY THE GUARANTOR
(individual)

SIGNED by

(FULL NAME)

Signature

in the presence of:

Signature of Witness

Print full name of Witness

Address of Witness

Occupation of Witness

(Corporation)

Full Name of Corporation

ACN/ABN

EXECUTED BY THE GUARANTOR PURSUANT TO ITS CONSTITUTION AND THE CORPORATIONS ACT)

Director / Secretary

Full Name of Director / Secretary

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15.08.26.04 MAKING OF THE SHIRE OF BROOKTON BUSH FIRE BRIGADE LOCAL LAW 2026

File No:	REG017
Date of Meeting:	20 August 2026
Location/Address:	Shire of Brookton
Name of Applicant:	Shire of Brookton
Name of Owner:	Shire of Brookton
Author/s:	Leanne Parola – LG Best Practices
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:	21 May 2026

Summary of Report:
This report seeks Council's consideration of the submission received during the public advertising process for the proposed Shire of Brookton Bush Fire Brigades Local Law 2026, endorsement of the Officer response to the submission, and resolution to make the local law with two minor drafting amendments.

Description of Proposal:
The proposed Shire of Brookton Bush Fire Brigades Local Law 2026, included at Attachment 15.08.26.04A, was advertised for public comment in accordance with section 3.12 of the *Local Government Act 1995*.

The public submission period has concluded and Council is now required to consider the submission received before determining whether to proceed with making the local law.

One submission was received from the Commissioner of the Department of Fire and Emergency Services (DFES), included at Attachment 15.08.26.04B. No submissions were received from the Department of Local Government, Industry Regulation and Safety or from members of the public.

The DFES submission generally supports the proposed local law and provides a number of comments for consideration. These include:

- reference to the WALGA Model Bush Fire Brigades Local Law;
- potential provisions relating to cadet and youth members;
- membership application forms; and
- a number of drafting and administrative matters.

The Officer response to the DFES submission is provided at Attachment 15.08.26.04C.

Following consideration of the DFES comments, Officers recommend two minor drafting amendments to the proposed local law:

1. references to the *Bush Fires Act 1954* and *Local Government Act 1995* in Part 1 be italicised; and
2. the definition of "Bush Fire Operating Procedure" be removed, as the term is not subsequently used within the local law.

The proposed amendments are administrative and drafting matters only and do not materially alter the operation, intent or effect of the proposed local law.

The proposed local law is intended to provide a contemporary framework for the establishment, organisation, maintenance, administration and funding of bush fire brigades within the Shire of Brookton.

An alternative option available to Council is to defer making the local law and request further amendments or consultation. This is not considered necessary, as the only submission received does not object to the proposed local law and the matters raised by DFES have been considered by Officers.

Council could also resolve not to make the local law. This would result in the existing 1993 by-law continuing to apply and would delay the replacement of an outdated local law with a contemporary framework.

The proposed local law is considered the preferred option as it provides a modern and appropriate regulatory framework for the Shire's bush fire brigades and reflects current legislative and operational requirements.

The Presiding Member should read aloud the following purpose, effect and justification for the proposed local law:

> *Purpose of the local law*
> To make provisions for the establishment, organisation and maintenance, administration and funding of bush fire brigades.
>
> *Effect of the local law*
> To align existing Local Laws with changes in the law and operational practice.
>
> *Justification for the local law*
> It will provide rules to a bush fire brigade governing the operation of a bush fire brigade pursuant to the Bush Fires Act 1954 and the provisions of its subsidiary legislation.

Background:
At the Ordinary Meeting of Council held on 21 May 2026, Council resolved to give local public notice of its intention to make the Shire of Brookton Bush Fire Brigades Local Law 2026 and invite public submissions.

The proposed local law is intended to replace the existing Shire of Brookton By-law from 1993 relating to the establishment, maintenance and equipment of Bush Fire Brigades.
The existing 1993 by-law no longer adequately reflects contemporary legislative requirements, bush fire brigade administration or operational practices.

The public comment period closed on 15 July 2026.

Consultation:
The proposed local law was advertised through:

- Local public notice on the Shire's website
- The Shire's Facebook page
- Newspaper advertising in *The West Australian* on 30 May 2026 and
- Notification to the Minister for Local Government

Statutory Environment:
The proposed Shire of Brookton Bush Fire Brigades Local Law 2026 is made pursuant to section 3.12 – Procedure for making local laws of the *Local Government Act 1995* and section 62 – Establishment and maintenance of bush fire brigades of the *Bush Fires Act 1954*.

Section 3.12 of the *Local Government Act 1995* establishes the statutory process for making local laws, including public notice, consideration of submissions and the subsequent publication and notification requirements.

Section 62 of the *Bush Fires Act 1954* provides the legislative basis for local governments to establish and maintain bush fire brigades and make provision for their organisation and administration.

Following the making of the local law, the CEO must undertake the actions required under section 3.12(7) of the *Local Government Act 1995*, including publication of the local law in the *Government Gazette* and giving notice of the making of the local law.

An absolute majority of Council is required to make the local law.

Relevant Plans and Policy:
No Shire of Brookton plans or policies are directly applicable to the making of this local law.

Financial Implications:
Provision has been made within the 2026/27 budget for the costs associated with advertising, gazettal and implementation of the local law.

Risk Assessment:

Under the Shire of Brookton's Risk Framework,

1. the consequence rating of the Compliance risk associated with not having a Bush Fire Brigade Local Law is assessed as Major. The likelihood of these consequences is assessed as Almost Certain.

2. The consequence rating of the Financial risk associated with the draft local law being refused by the Delegated Legislation Committee of State Parliament 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:
The proposed local law supports the objectives of the Shire of Brookton Strategic Community Plan 2021–2032 and Corporate Business Plan 2022–2026 by supporting effective governance, community safety and the appropriate management of emergency services within the district.

In particular, the local law contributes to the Shire's role in maintaining effective bush fire brigade arrangements and supporting the community's capacity to respond to bush fire and other emergencies.

Comment
The statutory consultation process required under the *Local Government Act 1995* has been completed.

Only one submission was received from the Commissioner of DFES. Importantly, the submission does not object to the proposed local law and generally supports its intent.

The matters raised by DFES have been carefully considered by Officers. While DFES identified a number of matters for consideration, Officers do not consider that these matters require substantive changes to the proposed local law.

The proposed local law will replace the Shire's 1993 by-law and provide a contemporary framework for the establishment, organisation, maintenance, administration and funding of bush fire brigades. This is considered important given the age of the existing by-law and changes to legislation and operational practices since it was made.

The Officer's Recommendation is therefore considered the superior option because it enables Council to respond appropriately to the consultation undertaken, address the minor drafting matters identified, and progress the making of a contemporary Bush Fire Brigades Local Law without unnecessary delay.

OFFICER'S RECOMMENDATION

That Council, pursuant to section 3.12(4) of the Local Government Act 1995 and section 62 of the Bush Fires Act 1954:

1. Notes the submission received during the public advertising period for the proposed Shire of Brookton Bush Fire Brigades Local Law 2026 included at Attachment 15.08.26.04B;

2. Endorses the Officer responses to those submissions included at Attachment 15.08.26.04C;

3. Amends the proposed local law to:
    a. italicise references to the Bush Fires Act 1954 and Local Government Act 1995; and
    b. remove the definition of "Bush Fire Operating Procedure";

4. Makes the Shire of Brookton Bush Fire Brigades Local Law 2026 as included at Attachment 15.08.26.04A ;

5. Specifies that the purpose of the local law is:
    To make provisions for the establishment, organisation and maintenance, administration and funding of bush fire brigades;

6. Specifies that the effect of the local law is:
    To align existing local laws with changes in legislation and operational practice; and

7. Authorises the Chief Executive Officer to undertake all actions necessary to give effect to the making of the local law, including publication in the Government Gazette and giving notice in accordance with section 3.12(7) of the Local Government Act 1995.

(Absolute majority vote required)

OCM 08.26-12
COUNCIL RESOLUTION
Moved Cr Crouch Seconded Cr Andretta

That Council, pursuant to section 3.12(4) of the Local Government Act 1995 and section 62 of the Bush Fires Act 1954:

1. Notes the submission received during the public advertising period for the proposed Shire of Brookton Bush Fire Brigades Local Law 2026 included at Attachment 15.08.26.04B;

2. Endorses the Officer responses to those submissions included at Attachment 15.08.26.04C;

3. Amends the proposed local law to:

a. italicise references to the Bush Fires Act 1954 and Local Government Act 1995; and
b. remove the definition of "Bush Fire Operating Procedure";

4. Makes the Shire of Brookton Bush Fire Brigades Local Law 2026 as included at Attachment 15.08.26.04A ;

5. Specifies that the purpose of the local law is:
To make provisions for the establishment, organisation and maintenance, administration and funding of bush fire brigades;

6. ***Specifies that the effect of the local law is:***
   To align existing local laws with changes in legislation and operational practice; and

7. ***Authorises the Chief Executive Officer to undertake all actions necessary to give effect to the making of the local law, including publication in the Government Gazette and giving notice in accordance with section 3.12(7) of the Local Government Act 1995.***

CARRIED BY ABSOLUTE MAJORITY VOTE 6/0

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

Attachments

Attachment 15.08.26.04A – proposed Shire of Brookton Bush Fire Brigade Local Law 2026
Attachment 15.08.26.04B – Public Submissions Received
Attachment 15.08.26.04C – Officer Comment on Submissions

BUSH FIRES ACT 1954
LOCAL GOVERNMENT ACT 1995

SHIRE OF BROOKTON

BUSH FIRE BRIGADES LOCAL LAW 2026

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BUSH FIRES ACT 1954
LOCAL GOVERNMENT ACT 1995

SHIRE OF BROOKTON

BUSH FIRE BRIGADES LOCAL LAW

Under the powers conferred by the *Bush Fires Act 1954*, the *Local Government Act 1995* and under all other powers enabling it, the Council of the Shire of Brookton resolved on _____ to make the following local law.

PART 1 - PRELIMINARY

1.1 Citation

This local law may be cited as the Shire of Brookton Bush Fire Brigades Local Law 2026.

1.2 Commencement

This local law will come into operation 14 days after its publication in the Government Gazette.

1.3 Repeal

The *By-law relating to the establishment, maintenance and equipment of Bush Fire Brigades 1993* is repealed.

1.4 Application

This local law applies throughout the district.

1.5 Definitions

In this local law unless the context otherwise requires –

Act means the *Bush Fires Act 1954*;

bush fire brigade has the meaning given to it in section 7 of the Act;

bush fire brigade area has the meaning given to it in clause 2.2b;

bush fire brigade member means a volunteer fire fighter having current membership of a bush fire brigade;

bush fire brigade officer means a person holding a position referred to in clause 3.3(1);

bush fire control officer means a person appointed by the local government to exercise the powers of a bush fire control officer or bush fire officer in accordance with the Act and this local law;

Captain means the person holding or acting in that position in a bush fire brigade;

CBFCO means the Chief Bush Fire Control Officer;

CEO means the Chief Executive Officer of the local government;

Council means the Council of the local government;

district means the district of the local government;

Lieutenant means the person holding that position in a bush fire brigade;

local government means the Shire of Brookton;

normal brigade activities has the meaning given to it in section 35A of the Act;

President means President of the Council;

Regulations means Regulations made under the Act; and

volunteer fire fighter has the meaning given to it in section 35A of the Act.

PART 2 - ESTABLISHMENT OF BUSH FIRE BRIGADES

2.1 Establishment of a bush fire brigade

(1) The local government may establish a bush fire brigade for the purpose of carrying out normal brigade activities.

(2) A bush fire brigade is established on the date of the local government's decision under subclause (1).

2.2 Name and area of bush fire brigade

On establishing a bush fire brigade under clause 2.1(1) the local government is to –

a. give a name to the bush fire brigade; and
b. specify the area in which the bush fire brigade is primarily responsible for carrying out the normal brigade activities.

2.3 Objects of bush fire brigades

The objects of the bush fire brigade are to carry out –

a. the normal brigade activities; and
b. the functions of the bush fire brigade which are specified in the Act, the Regulations and this local law.

2.4 Chain of command during normal brigade activities

(1) Subject to the Act, the chain of command to apply during normal brigade activities is –
   a. bush fire control officers in order of seniority;
   b. bush fire brigade officers in order of seniority; and
   c. all other volunteer fire fighters.

(2) The person in command has full control over other persons fighting the fire and is to issue instructions as to the methods to be adopted by the fire fighters and may exercise all the powers and duties provided for by the Act.

2.5 Existing bush fire brigades

A bush fire brigade established prior to the day on which this local law comes into operation –

a. is to be taken to be a bush fire brigade established under and in accordance with this local law;

b. the provisions of this local law apply to the bush fire brigade save for clause 2.1; and

c. any rules governing the operation of the bush fire brigade are repealed and substituted with the provisions of this local law.

2.6 Dissolution of bush fire brigade

In accordance with section 41(3) of the Act, the local government may cancel the registration of a bush fire brigade if it is of the opinion that the bush fire brigade is not complying with the Act, this local law, or is not achieving the objectives for which it was established.

2.7 New arrangement after dissolution

If a local government cancels the registration of a bush fire brigade, alternative fire control arrangements are to be made in respect of the brigade area.

PART 3 - ORGANISATION OF BUSH FIRE BRIGADES

3.1 Local government responsible for structure

The local government is to ensure that there is an appropriate structure through which the organisation of bush fire brigades is maintained.

3.2 Appointment of bush fire control officers

(1) The local government may appoint bush fire control officers in their absolute discretion and apply conditions as considered appropriate.

(2) Where only one person is appointed as a bush fire control officer, that person is the CBFCO for the purposes of this local law.

(3) Where more than one person is appointed as a bush fire control officer, the local government shall determine seniority as CBFCO, Deputy CBFCO, and further seniority as is considered appropriate.

(4) When considering the appointment of a person as a bush fire control officer, the local government is to have regard to the qualifications, training and experience which may be advisable to fill the position.

3.3 Appointment of bush fire brigade officers

(1) The local government shall appoint the following bush fire brigade officers in their absolute discretion –

a. a bush fire control officer from the bush fire brigade area to be Captain;

b. where there are two or more bush fire control officer in a bush fire brigade area, a bush fire control officer from the bush fire brigade area as first lieutenant;

c. where there is not more than one bush fire control officer in a bush fire brigade area, an appropriate person from the bush fire brigade area as first lieutenant; and

b. where there are three or more bush fire control officer in a bush fire brigade area, a bush fire control officer from the bush fire brigade area as second lieutenant;

d. where there is not more than two bush fire control officer in a bush fire brigade area, an appropriate person from the bush fire brigade area as second lieutenant.

(2) When considering the appointment of persons to the positions in subclause (1), the local government and bush fire brigade are to have regard to the qualifications, training and experience which may be advisable to fill each position.

(3) The local government may remove any appointed person from any position.

3.4 Managerial role of CBFCO

Subject to any directions by the local government, the CBFCO –

a. has primary managerial responsibility for the organisation and maintenance of bush fire brigades;

b. is to support Captains and bush fire brigade officers in their roles; and

c. where a vacancy in the position of Captain appointed under clause 3.3(1)a., or in order of seniority, other appointed bush fire brigade officer willing to act in that position, the CBFCO is to act as Captain until an appointment is made by the local government to the position.

3.5 Duties of Captain and bush fire brigade officers

(1) The duties of the Captain include –

a. to provide leadership to bush fire brigades;

b. to monitor bush fire brigades' resourcing, equipment and training levels;

c. to liaise with the local government concerning –

(i) fire prevention or fire suppression matters generally;
(ii) directions to be issued by the local government to bush fire control officers (including those who issue permits to burn);
(iii) bush fire brigades; or
(iv) bush fire brigade officers;

d. to ensure that lists of bush fire brigade members are maintained in accordance with clause 4.3(1);

e. to report annually to the local government, in a manner and form determined by the CEO, the names the office bearers of the bush fire brigade;

e. to ensure fire reports are made;

f. to report to the local government not later than 30 April each year, for consideration and appropriate provision being made in the next local government budget, the status of a bush fire brigade's –

(i) training and readiness;
(ii) protective clothing;
(iii) equipment; and
(iv) vehicles and appliances;

g. to consider the nomination of persons to the local government for appointment as bush fire control officers by the local government;

h. to arrange for normal brigade activities as authorised by the Act or by the local government;

i. where a vacancy occurs in a position appointed under clause 3.3(1)b. or c., to –
(i) advise the CEO of the vacancy as soon as practicable ; and,
(ii) make alternate suitable arrangements for that position until an appointment is made by the local government; and

j. to make recommendations to the local government for endorsement prior to implementation.

(2) The duties of other bush fire brigade officers are to support the CBFCO and Captain in their roles.

3.6 Training of bush fire control officers

(1) The local government is to supply each bush fire control officer and Captain with information and training materials which may be relevant to the performance of the bush fire brigade officers' functions, and any amendments made from time to time.

(2) Bush fire control officers are required to complete appropriate training as determined by the CEO, and which may include recognised prior learning, within 12 months of appointment, unless a course has been completed within the 9 years prior to appointment as a bush fire control officer.

(3) Bush fire control officers are required to complete appropriate training as determined by the CEO, and which may include recognition of prior learning, at least once every 10 years.

PART 4 - MEMBERSHIP

4.1 Types of membership of bush fire brigades

(1) The membership of a bush fire brigade consists of:

a. fire fighting members;

b. associate members; and

d. honorary life members.

(2) Registration as a volunteer fire fighter does not commit the person to participating in all normal brigade activities.

4.2 Membership applications

The decision on admission of a bush fire brigade member for any class of membership, with or without conditions or restrictions, may be made by –

a. either the Captain or CBFCO; jointly with

b. either the CEO or President.

4.3 Membership – review, refusal, suspension or termination

(1) At least once each year, the Captain is to review the membership and report to the CEO and CBFCO the name and contact details of each bush fire brigade member.

(2) If circumstances warrant, membership of the bush fire brigade may be refused or suspended or terminated at any time for a period considered appropriate in the opinion of –

a. either the Captain or CBFCO; jointly with

b. either the CEO or President.

(3) Membership of the bush fire brigade terminates if the member –

a. dies;

b. gives written notice of resignation to the Captain or CEO;

c. is permanently incapacitated by mental or physical ill-health; or

d. is no longer a resident or a landowner or occupier in the district, or for other sufficient reason.

(4) A decision to terminate membership under subclause (3)c. or (3)d. is to be made by –

a. either the Captain or CBFCO; jointly with

b. either the CEO or President.

(5) Where a decision under subclause (2), (3)c. or (3)d. is unable to be agreed, the matter is to be referred to the local government.

(6) The decision of the local government shall be final.

(7) Members are eligible to reapply where membership has ceased for any reason.

4.4 Right to object to or review of decision

(1) If an application for membership is refused under clause 4.2, the CEO is to notify the applicant in writing as soon as practicable after the decision is made, of –

a. the reasons for the refusal; and

b. the right to object to the local government within 14 days of the date of notice.

(2) If it is proposed that a bush fire brigade member is to be suspended or terminated under clause 4.3(2) or terminated under clause 4.3(3)c. or 4.3(3)d., the CEO is to notify the

bush fire brigade member in writing as soon as practicable after the decision is made, of –

a. the reasons for the intention to suspend or terminate the bush fire brigade member;

b. the opportunity to respond and answer any matters which might give grounds for suspension or termination –

(i) in person or in writing to the CEO; or
(ii) to meet with a minimum of any three of the Captain, CBFCO, CEO; or President; and

c. the right to object to the local government within 14 days of the date of notice, or such other time as may be agreed.

(3) The decisions of any meeting in accordance with subclause (2)b.(ii) of a bush fire brigade member with a minimum of any three of the Captain, CBFCO, CEO; or President –

a. are to be made by simple majority; and

b. may revoke, vary or confirm the original decision to suspend or terminate the bush fire brigade member.

(4) The bush fire brigade member is to be notified in writing as soon as practical after a decision under subclause (3) is made, of –

a. the decision and the reasons for the decision; and

b. the right to object to the local government within 14 days of the date of notice.

(5) The local government may dispose of an objection by –

a. dismissing the objection;

b. varying the decision objected to; or

c. revoking the decision objected to, with or without –

(i) substituting for it another decision; or
(ii) referring the matter, with or without directions, for another decision by a minimum of any three of the Captain, CBFCO, CEO; or President.

(6) If a person makes and objection under subclause (4)b. the local government shall give written advice of any decision made under subclause (5) to the person.

4.5 Existing liabilities to continue

The resignation, suspension or termination of a member under clause 4.3 does not affect any liability of the bush fire brigade member arising prior to the date of resignation, suspension or termination of membership.

4.6 Disagreements

(1) Any disagreement between bush fire brigade members regarding normal brigade activities may be referred to the Captain.

(2) Where a disagreement in subclause (1) is considered by the Captain to be of importance to the interests of the bush fire brigade, then the Captain may refer the disagreement to the CBFCO or to the local government.

(3) Where a disagreement is referred to the CBFCO, the CBFCO may –

a. determine the disagreement; or

b. refer the matter to the local government.

(4) The local government is the final authority on matters affecting the bush fire brigade, and may resolve any disagreement referred to it.

PART 5 - GENERAL

5.1 Administration

All administrative matters of a bush fire brigade are to be managed by the local government, other than bush fire brigade specific internal arrangements.

5.2 Finances

All financial matters of a bush fire brigade are to be managed by the local government, other than bush fire brigade specific internal arrangements.

5.3 Equipment

All equipment purchased by the local government is the property of, and shall be insured by, the local government.

5.4 Consideration in the local government budget

In addition to funding made available through emergency services grants, the local government may provide further funding depending upon the assessment of budget priorities for the year in question.

Dated

The Common Seal of the Shire of Brookton was affixed by authority of a resolution of Council in the presence of –

President
Chief Executive Officer.

OFFICIAL

Government of **Western Australia**
Department of **Fire & Emergency Services**

DFES
Department of Fire & Emergency Services

Our Ref: D27965/ 26/122396

Mr Gary Sherry
Chief Executive Officer
Shire of Brookton
PO Box 42
14 White Street
BROOKTON WA 6308

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

Dear Mr Sherry

SHIRE OF BROOKTON BUSH FIRE BRIGADE LOCAL LAW 2026

I refer to the Shire's correspondence dated 28 May 2026 regarding your proposed *Bush Fire Brigades Local Law 2026* (**Proposed Law**).

I acknowledge the Shires Ordinary Council Meeting Minutes from 21 May 2026 outlining the purpose of the Proposed Law and that the Proposed Law is based on a contemporary local law adopted by another regional local government.

I have reviewed the Proposed Law, and while unable to provide legal advice, I make the following further general comments for the Shire's consideration, and recommend that the Shire obtain its own independent legal advice as it determines necessary:

- The Western Australian Local Government Association (**WALGA**) has developed a comprehensive 'model' local law for use by local authorities that has been consistently approved by the Joint Standing Committee on Delegated Legislation. The Shire may wish to consider the WALGA model local law as a template for its local law, in particular:
    - First Schedule - Rules governing the operation of bush fire brigades;
    - Part 4 – Membership – cadet members;
    - Appendix I, II and III – Application for Membership forms.
- The *Fire Brigades Regulations 1943* (WA) stipulate eligibility criteria for volunteer brigades formed under the *Fire Brigades Act 1954* (WA). Regulation 159C provides for the eligibility of probationary members from 16 years if they have parental / guardian consent and the brigade's captain is satisfied that the prospective member is able to perform the requisite duties. As a matter of policy, the Shire may wish to consider adding these protective mechanisms for prospective members aged between 16 and 18 years.

Emergency Services Complex I 20 Stockton Bend Cockburn Central WA 6164 I PO Box P1174 Perth WA 6844
Tel (08) 9395 9300 I Fax (08) 9395 9384 I dfes@dfes.wa.gov.au I www.dfes.wa.gov.au
ABN 39 563 851 304

- Italicise *Bush Fires Act 1954* and *Local Government Act 1995* at Part 1.
- 'Bush Fire Operating Procedure' is defined in cl 1.5 Definitions, however, isn't mentioned throughout the document.

I trust this information is of assistance.

Yours sincerely



DARREN KLEMM AFSM
COMMISSIONER

2 July 2026

Proposed Shire of Brookton Bush Fire Brigades Local Law 2026 – Shire of Brookton Response to Submission

Commissioner Comment	Shire of Brookton Comment	Action
The Western Australian Local Government Association (WALGA) has developed a comprehensive 'model' local law for use by local authorities that has been consistently approved by the Joint Standing Committee on Delegated Legislation. The Shire may wish to consider the WALGA model local law as a template for its local law, in particular First Schedule - Rules governing the operation of bush fire brigades.	Schedule 1 of WALGA Model includes requirements for administration of a Brigade that are currently not used by all Shire of Brookton Brigades. The administration organisation of a Brigade is best left to each individual Brigade. Proposed Local Law Clause 4.6 Disagreements will decide any disputes should they arise.	Nil
The Shire may wish to consider the WALGA model local law as a template for its local law, in particular Part 4 - Membership - cadet members.	Shire of Brookton Brigades do not currently have or have ever asked to have cadet members (Aged 11 to 15 years). None of the current brigades are currently active or likely to be active in a manner that would provide age appropriate experiences suitable for cadet members.	Nil
The Shire may wish to consider the WALGA model local law as a template for its local law, in particular Appendix I, II and Ill - Application for Membership forms.	The Shire of Brookton uses the standard DFES Membership application form for all membership applications. Include the format of a membership form has potential to result in future confusion	Nil
The Fire Brigades Regulations 1943 (WA) stipulate eligibility criteria for volunteer brigades formed under the Fire Brigades Act 1954 (WA). Regulation 159C provides for the eligibility of probationary members from 16 years if they have parental/ guardian consent and the brigade's captain is satisfied that the prospective member is able to perform the requisite duties. As a matter of policy, the Shire may wish to consider adding these protective mechanisms for prospective members aged between 16 and 18 years.	The Shire of Brookton does not currently have members aged 16 to 18 years. Given the current age demographic of the Brookton community, this is extremely unlikely to change. Proposed Local Law Clause 4.2 Membership Applications allows Shire policy to set conditions for membership by applicants aged 16 to 18 years.	Nil

Commissioner Comment	Shire of Brookton Comment	Action
Italicise Bush Fires Act 1954 and Local Government Act 1995 at Part 1.	Noted.	Italicise Bush Fires Act 1954 and Local Government Act 1995 at Part 1.
Bush Fire Operating Procedure' is defined in cl 1.5 Definitions, however, isn't mentioned throughout the document.	Noted.	Remove 'Bush Fire Operating Procedure' at cl 1.5 Definitions.

15.08.26.05 MAKING OF THE SHIRE OF BROOKTON PARKING LOCAL LAW 2026

File No:	REG017
Date of Meeting:	20 August 2026
Location/Address:	Shire of Brookton
Name of Applicant:	Shire of Brookton
Name of Owner:	Shire of Brookton
Author/s:	Leanne Parola – LG Best Practices
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:	21 May 2026

Summary of Report:
Council is to consider the outcome of the public advertising process for the proposed Shire of Brookton Parking Local Law 2026 and, having received no submissions, Council's resolution to make the local law pursuant to section 3.12 of the Local Government Act 1995.

Description of Proposal:
The Shire of Brookton does not currently have a Parking Local Law. The proposed Shire of Brookton Parking Local Law 2026, included at Attachment 15.08.26.05A, has been developed to establish a regulatory framework for the parking of vehicles within the Shire's designated parking region and to provide for the management and operation of parking facilities occupied by the Shire.

The proposed local law was publicly advertised in accordance with section 3.12 of the Local Government Act 1995, with the public submission period closing on 15 July 2026.

No submissions were received during the public advertising period.

Council now has the opportunity to consider the outcome of the consultation process and determine whether to make the proposed local law.

The proposed Parking Local Law will provide the Shire with a formal local law framework to:
- constitute a parking region;
- regulate the parking of vehicles within the parking region;
- provide for the management and operation of parking facilities occupied by the Shire; and
- establish requirements that apply to persons parking vehicles within the parking region.

The principal advantage of making the local law is that it provides the Shire with a clear and contemporary regulatory framework for managing parking within the district. It also provides greater clarity for members of the public regarding parking requirements and the Shire's ability to manage parking facilities.

An alternative option would be not to make the local law. This option does not permit Council to regulate parking.

Given that the proposed local law has been subject to the required public consultation process and no submissions or objections have been received, it is considered appropriate for Council to proceed with making the local law.

The Presiding Member should read out the following purpose and effect for the proposed local law:

Purpose of the local law:
To constitute a parking region, enable the local government to regulate the parking of vehicles within the parking region and provide for the management and operation of parking facilities occupied by the local government.

Effect of the local law:
A person parking a vehicle within the parking region is to comply with the provisions of this Local Law.

Background:
At the Ordinary Meeting of Council held on 21 May 2026, Council resolved to give local public notice of its intention to make the Shire of Brookton Parking Local Law 2026 and seek public submissions. The Shire does not currently have a Parking Local Law.

The public comment period closed on 15 July 2026.

No submissions were received from the Department of Local Government, Industry Regulation or from members of the public.

Consultation:
The proposed local law was advertised through:
- Local public notice on the Shire's website
- The Shire's Facebook page
- Newspaper advertising in *The West Australian* on 30 May 2026 and
- Notification to the Minister for Local Government

No submissions were received from the Department of Local Government, Industry Regulation or any members of the public.

Statutory Environment:
The proposed Shire of Brookton Parking Local Law 2026 is made pursuant to section 3.12 of the *Local Government Act 1995*.

Upon making the local law, the CEO must undertake the steps required by section 3.12(7) of the Local Government Act 1995, including publication in the Government Gazette and giving notice of the making of the local law.

Relevant Plans and Policy:
There are no plans or policies applicable to this matter.

Financial Implications:
Provision has been made within the 2026/27 budget for the costs associated with advertising, gazettal and implementation of the local law.

Risk Assessment:
Under the Shire of Brookton's Risk Framework,

3. the consequence rating of the Service Delivery risk associated with not having a Parking Local Laws is assessed as Minor. The likelihood of these consequences is assessed as Almost Certain.

4. the consequence rating of the People risk associated with not having a Parking Local Laws is assessed as Major. The likelihood of these consequences is assessed as Possible.

5. The consequence rating of the Financial risk associated with the draft local law being refused by the Delegated Legislation Committee of State Parliament 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:
The proposal supports the Shire of Brookton's broader objective of maintaining effective local government services, sound governance and appropriate management of public facilities.

The matter is consistent with the objectives of the Shire of Brookton Strategic Community Plan 2021–2032 and Corporate Business Plan 2022–2026, particularly the objectives relating to:

- effective and accountable governance;
- the provision and management of appropriate community infrastructure and facilities; and
- maintaining a safe, accessible and well-managed community environment.

While the Parking Local Law does not relate directly to a specific strategic project, it provides a regulatory framework that supports the effective management of Shire facilities and public areas.

Comment
The proposed Parking Local Law 2026 has been subject to the statutory public consultation process required under the Local Government Act 1995. The consultation process provided members of the public and relevant government authorities with an opportunity to make submissions.

No submissions were received.

The absence of submissions provides no identified community objection to the proposed local law and there are no consultation matters requiring Council to amend the proposed instrument.

The making of the Parking Local Law will provide the Shire with a dedicated and contemporary framework for regulating parking and managing parking facilities within the parking region. It will also provide greater certainty and transparency for the community regarding the rules applying to parking.

OFFICER'S RECOMMENDATION

That Council, pursuant to section 3.12(4) of the Local Government Act 1995,

1. Notes that no submissions were received during the public advertising period for the proposed Shire of Brookton Parking Local Law 2026;

2. Makes the Shire of Brookton Parking Local Law 2026 as included at Attachment 15.08.26.05A;

3. Specifies that the purpose of the local law is:

   To constitute a parking region, enable the local government to regulate the parking of vehicles within the parking region and provide for the management and operation of parking facilities occupied by the local governments;

4. Specifies that the effect of the local law is:

   A person parking a vehicle within the parking region is to comply with the provisions of this Local Law; and

5. Authorises the Chief Executive Officer to undertake all actions necessary to give effect to the making of the local law, including publication in the Government Gazette and giving notice in accordance with section 3.12(7) of the Local Government Act 1995.

(Absolute majority vote required)

OCM 08.26-13

COUNCIL RESOLUTION

Moved Cr Copping Seconded Cr Crouch

That Council, pursuant to section 3.12(4) of the Local Government Act 1995,

1. ***Notes that no submissions were received during the public advertising period for the proposed Shire of Brookton Parking Local Law 2026;***

2. ***Makes the Shire of Brookton Parking Local Law 2026 as included at Attachment 15.08.26.05A;***

3. ***Specifies that the purpose of the local law is:***

   To constitute a parking region, enable the local government to regulate the parking of vehicles within the parking region and provide for the management and operation of parking facilities occupied by the local governments;

4. ***Specifies that the effect of the local law is:***

   A person parking a vehicle within the parking region is to comply with the provisions of this Local Law; and

5. ***Authorises the Chief Executive Officer to undertake all actions necessary to give effect to the making of the local law, including publication in the Government Gazette and giving notice in accordance with section 3.12(7) of the Local Government Act 1995.***

CARRIED BY ABSOLUTE MAJORITY VOTE 6/2

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

Attachment

Attachment 15.08.26.05A – proposed Shire of Brookton Parking Local Law 2026

LOCAL GOVERNMENT ACT 1995

SHIRE OF BROOKTON

PARKING LOCAL LAW 2026

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LOCAL GOVERNMENT ACT 1995

SHIRE OF BROOKTON

PARKING LOCAL LAW 2026

Under the powers conferred by the *Local Government Act 1995* and under all other powers enabling it, the Council of the Shire of Brookton resolved on _____2026 to make the following local law.

Part 1 - Preliminary

1.1 Citation

This local law may be cited as the *Shire of Brookton Parking Local Law 2026*.

1.2 Commencement

This local law comes into operation 14 days after the date of its publication in the *Government Gazette*.

1.3 Application

This local law applies throughout the district.

1.4 Definitions

(1) In this local law unless the context otherwise requires –

Act means the *Local Government Act 1995*;

authorised person means a person appointed by the local government to perform any of the functions of an authorised person under this local law;

authorised vehicle means a vehicle authorised by the local government, CEO, authorised person or by any written law to stop or park on a thoroughfare or on a parking facility;

bicycle has the meaning given to it by the Code;

bicycle path has the meaning given to it by the Code;

built-up area has the meaning given to it by the Code;

bus stop has the meaning given to it by the Code;

bus zone has the meaning given to it by the Code;

caravan has the meaning given to it by section 5 of the *Caravan Parks and Camping Grounds Act 1995*;

carriageway has the meaning given to it by the Code;

CBD means the area of Brookton townsite bounded by, and including both sides of the thoroughfares –

(a) Robinson Road;

(b) Lennard Street;

(c) Williams Street; and

(d) the western boundary of Great Southern railway;

centre in relation to a carriageway, has the meaning given to it by the Code;

CEO means the Chief Executive Officer of the local government;

children's crossing has the meaning given to it by the Code;

Code means the *Road Traffic Code 2000*;

commercial vehicle –

(a) means a vehicle constructed for the conveyance of goods or merchandise, or for the conveyance of materials used in any trade, business, industry or work whatsoever, other than a vehicle for the conveyance of passengers; and

(b) includes any vehicle that is designed primarily for the carriage of persons, but which has been fitted or adapted for the conveyance of the goods, merchandise or materials referred to, and is in fact used for that purpose;

disability parking permit has the meaning given to it by the *Local Government (Parking for People with Disabilities) Regulations 2014*;

district means the district of the local government;

dividing line has the meaning given to it in the Code;

driver means any person driving or in control of a vehicle;

edge line has the meaning given to it by the Code;

emergency vehicle has the meaning given to it by the Code;

footpath has the meaning given to it by the Code;

GVM or "gross vehicle mass" has the meaning given to it by the *Road Traffic (Vehicles) Act 2012*;

heavy vehicle has the meaning given to it by the Code;

infringement notice means the notice referred to in clause 7.5;

keep clear marking has the meaning given to it by the Code;

kerb means the constructed border or edge of the portion of a road paved for the use of vehicular traffic where any constructed border exists at the edge of the paved road and whether any footpath has been constructed or not;

level crossing has the meaning given to it by the Code;

loading zone has the meaning given to it by the Code;

local government means the Shire of Brookton;

local planning scheme means a local planning scheme and includes any structure plan adopted or approved by the local government made under the *Planning and Development Act 2005*;

median strip has the meaning given to it by the Code;

motorcycle has the meaning given to it by the Code;

motorised scooter has the meaning given to it by the Code, and includes a motorised wheelchair that is designed so as to be not capable of a speed exceeding 10 kilometres per hour;

nature strip has the meaning given to it in the Code;

no parking area has the meaning given to it in the Code;

no parking sign means –

(a) a sign with the words "no parking" in red letters on a white background, or

(b) the letter "P" within a red annulus and a red diagonal line across it on a white background;

no stopping area has the meaning given to it in the Code;

no stopping sign means a sign with –

(a) the words "no stopping" or "no standing" in red letters on a white background;

(b) the words "no stopping" or "no standing" in white letters on a red background; or

(c) the letter "S" within a red annulus and a red diagonal line across it on a white background;

occupier has the meaning given to it in section 1.4 of the Act;

owner where used in relation to –

(a) a vehicle licensed under the *Road Traffic (Vehicles) Act 2012*, means the person in whose name the vehicle has been registered under the *Road Traffic (Vehicles) Act 2012*;

(b) any other vehicle, means the person who owns, or is entitled to possession of that vehicle; and

(c) land, has the meaning given to it in section 1.4 of the Act;

park has the meaning given to it by the Code;

parking area has the meaning given to it by the Code;

parking bay and ***parking lane*** means a section or part of a thoroughfare or of a parking station which is marked or defined by painted lines, metallic studs, coloured bricks or pavers or similar devices for the purpose of indicating where a vehicle may be parked;

parking control sign has the meaning given to it by the Code;

parking facilities includes –

(a) land, buildings, shelters, places, parking bays, parking lanes and other facilities open to the public generally for the parking of vehicles with or without charge; and

(b) signs, notices and facilities used in connection with the parking of vehicles;

path has the meaning given to it in the Code;

pedestrian crossing has the meaning given to it by the Code;

permit parking area has the meaning given to it by the *Local Government (Parking for People with Disabilities) Regulations 2014*;

public bus has the meaning given to it by the Code, and includes a school bus in the performance of its duties;

public place means any place to which the public has access whether or not that place is on private property;

reserve means any land—

(a) which belongs to the local government;

(b) of which the local government is the management body under the *Land Administration Act 1997*; or

(c) which is an otherwise unvested facility within section 3.53 of the *Local Government Act 1995*;

right of way means a thoroughfare separating 2 portions of land by a public reserve, road, laneway, pedestrian access way, and includes the access leg of a battle-axe lot or the equivalent not more than 6m in width;

Schedule means a Schedule to this local law;

school bus means a vehicle that is used solely or principally for the carriage of children to and from school, and is equipped to seat 8 or more persons, including the driver;

shared zone has the meaning given to it by the Code;

sign includes a parking control sign or other sign, inscription, road marking, painted line, mark, structure or other device or method approved by the local government on which may be shown words, numbers, expressions or symbols, and which is placed on or near a thoroughfare or within a parking facilities or reserve for the purpose of prohibiting, regulating, guiding, directing or restricting the stopping and parking of vehicles;

special purpose vehicle has the meaning given to it by the Code;

stop in relation to a vehicle, has the meaning given to it by the Code;

symbol has the meaning given to it by the Code ;

taxi has the meaning given to it by the Code;

taxi zone has the meaning given to it by the Code;

thoroughfare has the meaning given to it in section 1.4 of the Act;

traffic island has the meaning given to it by the Code;

trailer has the meaning given to it by the Code;

vehicle has the meaning given to it in the *Road Traffic (Administration) Act 2008,* but does not include a motorised scooter; and

verge has the same meaning as *nature strip*.

(2) Unless the context otherwise requires, where a term is used, but not defined, in this local law, and that term is defined in the *Road Traffic Act 1974, the Road Traffic (Administration) Act 2008, the Road Traffic (Vehicles) Act 2012* or in the Code, then the term shall have the meaning given to it in that Act or the Code.

Part 2 – Administration

2.1 Powers of the local government

(1) The local government may, by resolution, prohibit or regulate, including but not limited to –

(a) the stopping or parking of any vehicle or any class of vehicle;

(b) parking bays;

(c) parking facilities;

(d) permitted time and conditions of parking in parking bays and parking facilities which may vary with the locality;

(e) permitted classes of vehicle which may park in parking bays and parking facilities;

(f) permitted classes of persons who may park in specified parking bays or parking facilities; and

(g) the manner of parking in parking bays and parking facilities.

(2) Where the local government makes a resolution under subclause (1), it must erect signs to give effect to the resolution.

2.2 Thoroughfares under control of Commissioner of Main Roads

(1) Subject to subclause 2, this local law does not apply to –

(a) the approach and departure prohibition areas of all existing and future traffic control signal installations as determined by the Commissioner of Main Roads;

(b) prohibition areas applicable to all existing and future bridges and subways as determined by the Commissioner of Main Roads; and

(c) any road which comes under the control of the Commissioner of Main Roads.

(2) Upon request of the local government, the control of parking and parking facilities on a thoroughfare under the control of the Commissioner of Main Roads may be delegated by the Commissioner of Main Roads to the local government.

2.3 Parking not under the control of the local government

(1) This local law does not apply to a parking bay, parking lane or parking facility that is not occupied, managed or controlled by the local government, unless the local government and the owner or occupier of that land or facility have agreed in writing that this local law will apply to that land or facility.

(2) The agreement referred to in subclause (1) may be made on such terms and conditions as the parties may agree.

2.4 Classes of vehicle

For the purpose of this local law, vehicles are divided into the following classes –

(a) public buses and school buses;

(b) commercial vehicles;

(c) motorcycles and bicycles;

(d) taxis; and

(e) all other vehicles.

Part 3 - Parking throughout the district

Division 1 – District generally

3.1 Application of Part 3

This Part applies to the whole of the district.

3.2 Parking for people with disabilities

For avoidance of doubt, and notwithstanding clause 2.3(1), the provisions of the *Local Government (Parking for People with Disabilities) Regulations 2014*, apply throughout the district to all parking bays, parking lanes or parking facilities, whether under the control of the local government or not, which are a public place.

3.3 Parking vehicles on a carriageway

A person parking a vehicle on a carriageway other than in a parking bay shall park it –

(a) in the case of a two-way carriageway, so that it is as near as practicable to and parallel with, the left boundary of the carriageway and headed in the direction of the movement of traffic on the side of the thoroughfare on which the vehicle is parked;

(b) in the case of a one-way carriageway, so that it is as near as practicable to and parallel with either boundary of the carriageway and headed in the direction of the movement of traffic on the side of the thoroughfare on which the vehicle is parked;

(c) so that at least 3 metres of the width of the carriageway lies between –

  (i) the vehicle and the farther boundary of the carriageway, any dividing line or median strip, or

  (ii) the vehicle and a vehicle parked on the farther side of the carriageway;

(d) so that the front and the rear of the vehicle respectively is not less than 1 metre from any

other vehicle, except a motorcycle without a trailer, or a bicycle parked in accordance with this local law; and

(e) so that it does not obstruct any vehicle on the carriageway.

3.4 Parking near a railway level crossing

A person shall not park a vehicle so that any portion of the vehicle is within 20 metres of either the approach side or the departure side of the nearest rail of a railway level crossing.

3.5 Parking on reserves

No person other than an employee of the local government in the course of his or her duties or a person authorised by the local government shall drive or park a vehicle upon or over any portion of a reserve other than upon an area specifically set aside for that purpose.

3.6 General prohibitions on parking

(1) This clause does not apply to a vehicle parked in a parking bay nor to a bicycle in a bicycle rack.

(2) Subclauses (3)(c), (e) and (g) do not apply to a public bus or school bus which parks in a bus zone.

(3) Subject to any applicable law, unless a sign or markings on the carriageway indicate otherwise, a person shall not park a vehicle so that any portion of the vehicle is –

(a) between any other stationary vehicles and the centre of the carriageway, except where –

(i) a driver stopped in traffic; or

(ii) a driver angle parking on the side of the carriageway or in a median strip parking area, in accordance with this local law;

(b) on or adjacent to a median strip;

(c) obstructing a right of way, private drive or carriageway or so close as to deny a vehicle reasonable access to or egress from the right of way, private drive or carriageway;

(d) alongside or opposite any excavation, works, hoarding, scaffolding or obstruction on the carriageway, if the vehicle would obstruct traffic;

(e) on or within 10 metres of any portion of a carriageway bounded by a traffic island;

(f) on any footpath, children's crossing or pedestrian crossing;

(g) between the boundaries of a carriageway and any double longitudinal line consisting of 2 dividing lines or between a double longitudinal line consisting of a dividing line and a broken or dotted line and the boundary of a carriageway nearer to the dividing line, unless there is a distance of at least 3 metres clear between the vehicle and the double longitudinal line;

(h) on an intersection, except adjacent to a carriageway boundary that is not broken by an intersecting carriageway;

(i) within 1 metre of a fire hydrant or fire plug, or of any sign or mark indicating the

existence of a fire hydrant or fire plug; or

(j) within 10 metres of the nearer property line of any thoroughfare intersecting the thoroughfare on the side on which the vehicle is parked.

(4) A person shall not park a vehicle so that any portion of the vehicle is within 20 metres of the approach side or within 10 metres of the departure side of –

(a) a sign inscribed with the words "Bus Stop" or "Hail Bus Here" (or with equivalent symbols depicting these purposes) unless the vehicle is a public bus or school bus stopped to take up or set down passengers; or

(b) a children's crossing or pedestrian crossing.

3.7 Restrictions on parking in particular areas

(1) Subject to subclause (2), a person shall not park a vehicle in a thoroughfare, part of a thoroughfare, or part of a parking facility –

(a) if by a sign it is set apart for the parking of vehicles of a different class;

(b) if by a sign it is set apart for the parking of vehicles by persons of a different class; or

(c) during any period when the parking of vehicles is prohibited by a sign.

(2) The driver may park a vehicle in a thoroughfare or a part of a thoroughfare or part of a parking facility, except in a thoroughfare or a part of a thoroughfare or part of a parking facility to which a disabled parking sign relates for twice the period indicated on the sign, if –

(a) the driver's vehicle displays a valid disability parking permit sticker; and

(b) a person with a disability to which the valid disability parking permit relates is either the driver of the vehicle or a passenger in the vehicle.

(3) A person shall not park a vehicle in a parking bay marked "M/C" unless it is a motorcycle without a sidecar or a trailer, or it is a bicycle.

(4) A person shall not, without the prior permission of the local government, the CEO, or an authorised person, park a vehicle in an area designated by a sign stating "Authorised Vehicles Only".

3.8 Vehicles not to obstruct a thoroughfare or public place

A person shall not leave a vehicle, or any part of a vehicle, in a thoroughfare or public place including a right of way, so that it obstructs the use of any part of that thoroughfare or public place without the permission of the local government or unless authorised under any written law.

3.9 Authorised person may order vehicle on thoroughfare to be moved

The driver of a vehicle shall not park that vehicle on any part of a thoroughfare in contravention of this local law after an authorised person has directed the driver to move it.

3.10 Suspension of parking limitations for urgent, essential or official duties

(1) Where by a sign the parking of vehicles is permitted for a limited time on a portion of a thoroughfare or parking facility, the local government, the CEO or an authorised person may, subject to the Code, permit a person to park a vehicle in that portion of the

thoroughfare or parking facility for longer than the permitted time in order that the person may carry out urgent, essential or official duties.

(2) Where permission is granted under subclause (1), the local government, the CEO or an authorised person may prohibit the use by any other vehicle of that portion of the thoroughfare or parking facility to which the permission relates, for the duration of that permission.

Division 2 – No Parking and No Stopping

3.11 No parking

A driver shall not park on a length of carriageway or in an area to which a "no parking" sign applies, unless the driver is –

(a) is dropping off, or picking up, passengers or goods;

(b) remains within 3 metres of the vehicle at all times; and

(c) completes the dropping off, or picking up, of the passengers or goods within 2 minutes of stopping and drives on.

3.12 No stopping

(1) A driver shall not stop on a length of carriageway, or in an area, to which a "no stopping" sign applies or in an area with keep clear markings.

(2) A driver must not stop at the side of a carriageway marked with a continuous yellow edge line.

3.13 Application of particular definitions

For the purposes of the application of clause 3.11 and clause 3.12 an arrow inscribed on a sign erected at an angle to the carriageway is deemed to be pointing in the direction in which it would point, if the signs were turned at an angle of less than 90 degrees until parallel with the carriageway.

Division 3 – Stopping in particular circumstances

3.14 Stopping near an obstruction

A driver shall not stop on a carriageway near an obstruction on the carriageway in a position that further obstructs traffic on the carriageway.

3.15 Stopping on a bridge, etc.

A driver shall not stop a vehicle on a bridge, causeway, ramp or similar structure unless –

(a) the carriageway is at least as wide on the structure as it is on each of the approaches and a parking control sign does not prohibit stopping or parking; or

(b) the driver stops at a place on a length of carriageway, or in an area, to which a parking control sign applies and the driver is permitted to stop at that place under this local law.

3.16 Stopping on crests, curves, etc.

(1) A driver shall not stop a vehicle on, or partly on, a carriageway, in any position where it is not visible to the driver of an overtaking vehicle, from a distance of 50 metres within a built-up area, and from a distance of 150 metres outside a built-up area.

(2) A driver may stop on a crest or curve on a carriageway if the driver stops at a place on the carriageway to which a parking control sign applies and the driver is permitted to stop at that place under this local law.

3.17 Stopping near a fire hydrant, etc.

A driver shall not stop a vehicle so that any portion of the vehicle is within 1 metre of a fire hydrant or fire plug, or of any sign or mark indicating the existence of a fire hydrant or fire plug, unless –

(a) the driver is driving a public bus, and the driver stops in a bus zone or at a bus stop and remains within 3 metres of the vehicle at all times; or

(b) the driver is driving a taxi, and the driver stops in a taxi zone and remains within 3 metres of the vehicle at all times.

3.18 Obstructing access to and from a path, driveway, etc.

A driver shall not stop a vehicle so that any portion of the vehicle is in front –

(a) of a path, in a position that obstructs access by vehicles or pedestrians to or from that path;

(b) on or across a driveway or other way of access for vehicles travelling to or from adjacent land; unless –

(c) the driver is dropping off, or picking up, passengers; or

(d) the driver stops in a parking bay and the driver is permitted to stop in the parking bay under this local law.

Division 4 – Signs

3.19 Part of thoroughfare to which sign applies

Where under this local law the parking of vehicles in a thoroughfare is controlled by a sign, the sign shall be read as applying to that part of the thoroughfare which –

(a) lies beyond the sign;

(b) lies between the sign and the next sign beyond that sign; and

(c) is on that side of the thoroughfare nearest to the sign.

3.20 Pre-existing signs

(1) A sign is deemed for the purposes of this local law to have been erected by the local government under the authority of this local law where that sign –

(a) was erected by the local government or the Commissioner of Main Roads prior to the commencement of this local law; and

(b) relates to the parking of vehicles within the district.

(2) An inscription, word, number, expression or symbol on a sign referred to in subclause (1) operates and has effect according to its tenor, and where the inscription, word, number, expression or symbol relates to the stopping of vehicles, it is to be deemed for the purposes of this local law to operate and have effect as if it related to the parking of vehicles.

3.21 Signs must be complied with

An inscription or symbol on a sign operates and has effect according to its tenor and a person contravening the direction on a sign commits an offence under this local law.

3.22 Unauthorised signs and defacing of signs

A person shall not without the authority of the local government –

(a) mark, set up or exhibit a sign purporting to be or resembling a sign marked, set up or exhibited by the local government under this local law;

(b) remove, deface or misuse a sign or property, set up or exhibited by the local government under this local law or attempt to do any such act; or

(c) affix a board, sign, placard, notice or other thing to or paint or write upon any part of a sign set up or exhibited by the local government under this local law.

3.23 General provisions about signs

(1) A sign marked, erected, set up, established or displayed on or near a thoroughfare is, in the absence of evidence to the contrary presumed to be a sign marked, erected, set up, established or displayed under the authority of this local law.

(2) The first 3 letters of any day of the week when used on a sign indicate that day of the week.

Division 5 – Zones for particular vehicles

3.24 Stopping in a loading zone

A person shall not stop a vehicle in a loading zone unless it is –

(a) a vehicle used for commercial or trade purposes engaged in the picking up or setting down of goods; or

(b) a vehicle that completes the dropping off or picking up of passengers within 2 minutes of stopping and then drives on,

but, in any event, shall not remain in that loading zone –

(c) for longer than a time indicated on the "loading zone" sign; or

(d) longer than 30 minutes, if no time is indicated on the sign.

3.25 Stopping in a taxi zone or a bus zone

(1) A driver shall not stop in a taxi zone, unless the driver is driving a taxi.

(2) A driver shall not stop in a bus zone unless the driver is driving a public bus or a school bus.

3.26 Stopping in a shared zone

A driver shall not stop in a shared zone unless –

(1) the driver stops at a place on a length of carriageway, or in an area, to which a parking control sign applies and the driver is permitted to stop at that place under this local law;

(2) the driver stops in a parking bay and the driver is permitted to stop in the parking bay under this local law;

(3) the driver is dropping off, or picking up, passengers or goods; or

(4) the driver is engaged in door-to-door delivery or collection of goods, or in the collection of waste or garbage.

3.27 Other limitations in zones

A person shall not stop a vehicle in a zone to which a sign applies if stopping the vehicle would be contrary to any limitation in respect to classes of persons or vehicles, or specific activities allowed, as indicated by additional words on a parking control sign that applies to the zone.

Part 4 - Parking in built-up areas

Division 1 – Built-up areas generally

4.1 Application of Part 4

This Part applies to built up areas of the district.

4.2 No parking of vehicles exposed for sale and other circumstances

A person shall not park a vehicle on any portion of a thoroughfare –

(a) for the purpose of exposing it for sale;

(b) if that vehicle is not licensed under the *Road Traffic (Vehicles) Act 2012*;

(c) if that vehicle is a trailer or a caravan unattached to a vehicle; or

(d) for the purpose of effecting repairs to it, other than the minimum repairs necessary to enable the vehicle to be moved to a place other than a thoroughfare.

4.3 Parking on a carriageway with heavy and long vehicles

(1) Unless engaged in the picking up or setting down of goods, a person shall not park on any part of a carriageway for any period exceeding 1 hour, a vehicle or any combination of vehicles, that together with any projection on, or load carried by, the vehicle or combination of vehicles, is 7.5 metres or more in length or exceeds a GVM of 4.5 tonnes.

(2) Nothing in this clause affects the operation of any other clause in this local law or any other written law relating to the parking or stopping of vehicles.

4.4 Event parking

(1) The local government may determine that all or part of a parking facility, thoroughfare or public place is set aside, during the period indicated in a sign, for the parking of vehicles by persons attending a particular event.

(2) The local government may issue to a person a permit in respect of all or part of a parking facility, thoroughfare or public place for an event referred to in subclause (1).

(3) A person must not park or stop a vehicle, or permit a vehicle to remain parked, in any area that is set aside under subclause (1) unless the permit issued under subclause (2) for the relevant event is displayed inside the vehicle so that it is clearly visible to an authorised person examining the ticket from outside the vehicle.

Division 2 – Parking bays, parking lanes, and parking facilities

4.5 Vehicles to be within parking bays or parking lanes on thoroughfare

(1) Subject to subclause (2) and (3), a person shall not park a vehicle in a parking bay in a thoroughfare otherwise than –

(a) parallel to and as close to the kerb as is practicable;

(b) wholly within the parking bay or parking lane; and

(c) headed in the direction of the movement of traffic on the side of the thoroughfare in which the parking bay is situated.

(2) If a vehicle is too long or too wide to fit completely within a single parking bay then the person parking the vehicle shall do so within the minimum number of parking bays needed to park that vehicle.

(3) A person shall not park a vehicle partly within and partly outside a parking area.

4.6 Parking prohibitions and restrictions

(1) A person shall not –

(a) park a vehicle so as to obstruct an entrance to, or an exit from parking facilities, or an access way within parking facilities;

(b) except with the permission of the local government or an authorised person, park a vehicle on any part of a parking facility contrary to a sign referring to that part;

(c) permit a vehicle to park in any part of parking facilities, if an authorised person directs the driver of such vehicle to move the vehicle; or

(d) park or attempt to park a vehicle in a parking bay in which another vehicle is parked, unless –

(i) parking of a motorcycle and a bicycle together in a parking bay marked "M/C", and

(ii) the bicycle is parked in accordance with subclause (2).

(2) A person must not park a bicycle –

(a) in a parking bay other than in a parking bay marked for motorcycles only; and

(b) other than against the kerb.

(3) Notwithstanding the provisions of subclause (1)(b) a driver may park a vehicle in a parking bay or facility (except in a parking area for people with disabilities) for twice the length of time allowed, provided that –

(a) the driver's vehicle displays a valid disability parking permit; and

(b) a person with a disability to which a valid disability parking permit relates is either the driver of or a passenger in the vehicle.

4.7 Angle parking

(1) This clause does not apply to –

(a) a vehicle with a mass including any load, of over 4.5 tonnes; or

(b) a person parking either a motorcycle without a trailer or a bicycle.

(2) Where a sign associated with a parking area is inscribed with the words “angle parking”, or with an equivalent symbol depicting this purpose, a person stopping or parking a vehicle shall stop or park the vehicle at an angle and in the position indicated by the inscription on the parking sign or by marks on the carriageway.

Division 3 – Stopping in particular circumstances

4.8 Stopping at or near a bus stop

A driver shall not stop a vehicle so that any portion of the vehicle is within 20 metres of the approach side of a bus stop, or within 10m of the departure side of a bus stop, measured in the direction of traffic movement on that portion of the thoroughfare, unless –

(a) the vehicle is a public bus or school bus stopped to take up or set down passengers; or

(b) the driver stops at a place on a length of carriageway, or in an area permitted by a parking control sign.

4.9 Stopping on a path, median strip, or traffic island

The driver of a vehicle (other than a bicycle or an animal) shall not stop so that any portion of the vehicle is on a path, traffic island or median strip, unless permitted by a parking control sign.

4.10 Stopping on verge

(1) A person shall not stop so that any portion of the following is on or projects over a verge –

(a) a vehicle (other than a bicycle);

(b) a commercial vehicle or any combination of vehicles that exceeds 4.5 tonnes GVM, a public bus, a trailer or caravan unattached to a vehicle; or

(c) any vehicle (other than a bicycle) during any period when the stopping of vehicles on that verge is prohibited by a sign adjacent and referable to that verge.

(2) Subclause (1)(a) does not apply to the person if he or she is the owner or occupier of the land adjacent to that verge, or is a person authorised by the occupier of that land to stop the vehicle so that any portion of it is on the verge.

(3) Subclause (1)(b) does not apply to a commercial vehicle or any vehicle with a GVM that exceeds 4.5 tonnes when it is being loaded or unloaded with reasonable expedition with goods, merchandise or materials collected from or delivered to the land adjacent to the portion of the verge on which the vehicle is parked, provided no obstruction is caused to the passage of any vehicle or person using a carriageway or a path.

4.11 Stopping on a carriageway with motorcycle parking sign

The driver of a vehicle shall not stop on a length of carriageway, or in an area, to which a “motorcycle parking” sign applies, or an area marked “M/C” unless –

(a) the vehicle is a motorcycle; or

(b) the driver is dropping off, or picking up, passengers.

4.12 Stopping on a carriageway with a bicycle sign

Unless dropping off or picking up passengers, the driver of a vehicle (other than a bicycle) must not stop on a length of carriageway to which any of the following apply –

(a) a “bicycle path” sign;

(b) a “bicycle parking” sign; or

(c) a “dual use path” or other sign indicating bicycles are permitted to use the path.

Part 5 - Parking in the CBD

5.1 Application of Part 5

This Part applies to the thoroughfares and parking facilities within the CBD.

5.2 Timed parking

(1) Where indicated by a sign, timed parking applies to CBD thoroughfares from 8.00 am to 6.00 pm Monday to Friday and 8.00 am to 12.30 pm Saturday, except public holidays.

(2) The period for which parking is permitted is that indicated on the sign.

5.3 Authorised person may mark tyres

(1) An authorised person may mark the tyres of a vehicle parked in a parking facility with chalk or any other non-indelible substance for a purpose connected with or arising out of his or her duties or powers.

(2) A person shall not remove a mark made by an authorised person so that the purpose of the making the mark is defeated or likely to be defeated.

5.4 No movement of vehicles to avoid time limitation

(1) Where the parking of vehicles in a thoroughfare or parking facility is permitted for a limited time, a person shall not move a vehicle within the thoroughfare or parking facility so that the total time of parking exceeds the maximum time allowed for parking in the thoroughfare or parking facility.

(2) Where the parking of vehicles in a thoroughfare is permitted for a limited time, a person shall not move a vehicle to another parking bay within 50 metres so that the total time of parking exceeds the maximum time permitted, unless the vehicle has first been removed from the vicinity for at least 30 minutes.

Part 6 - Miscellaneous

6.1 Removal of notices on vehicle

A person, other than the driver of the vehicle or a person acting under the direction of the driver of the vehicle, shall not remove from the vehicle any notice put on the vehicle by an authorised person.

6.2 Emergency and special purpose vehicles

Notwithstanding anything to the contrary in this local law, the driver of –

(a) an emergency vehicle may, in the course of their duties and when it is expedient and safe to do so or where they believe that it is expedient and safe to do so, stop, or park the vehicle at any place, at any time; and

(b) a special purpose vehicle may, only in the course of his or her duties and when it is necessary and safe to do so, stop, or park the vehicle in any place, at any time.

6.3 Removal and impounding of vehicles

(1) The impounding of vehicles and other goods shall be carried out in accordance with Part 3 Division 3 Subdivision 4 of the Act and regulation 29 of the *Local Government (Functions and General) Regulations 1996*.

(2) An employee authorised specifically for the purposes of section 3.39 of the Act and this clause may remove and impound any vehicle that is involved in a contravention that can lead to impounding.

(3) A person authorised to impound a vehicle in accordance with subclause (2) may use reasonable force to exercise the power given by that clause.

(4) The form of the notice referred to in section 3.42 of the Act is set out in Schedule 1.

6.4 Notice to owner of vehicle involved in offence

The owner of a vehicle may be required to identify the driver or person in charge of a vehicle at the time when an offence is alleged to have been committed by sending a notice in the form of Form 1 of Schedule 1 of the *Local Government (Functions and General) Regulations 1996*.

Part 7 - Enforcement

7.1 Legal proceedings

Evidentiary provisions relating to offences involving vehicles are contained in Division 3 of Part 9 of the Act.

7.2 Offences

A person who breaches a provision of this local law commits an offence.

7.3 General penalty

A person who commits an offence under this local law is liable, on conviction, to a penalty not exceeding $5,000 and if the offence is of a continuing nature, to an additional penalty not exceeding $500 for each day or part of the day during which the offence has continued.

7.4 Modified penalties

(1) The offences contained in the Schedule 2 are offences in relation to which a modified penalty may be imposed.

(2) The amount appearing in the final column of Schedule 2 directly opposite a clause specified in that Schedule is the modified penalty for an offence against that clause.

7.5 Form of notices

For the purposes of this local law –

(a) the form of the notice referred to in section 9.13 of the Act is that of Form 1 in Schedule 1 of the *Local Government (Functions and General) Regulations 1996*;

(b) the form of the infringement notice referred to in section 9.17 of the Act is that of Form 2 in Schedule 1 of the *Local Government (Functions and General) Regulations 1996*; and

(c) the form of the notice referred to in section 9.20 of the Act is that of Form 3 Schedule 1 of the *Local Government (Functions and General) Regulations 1996*.

Schedule 1 – Notification of impoundment of vehicle

[cl. 6.3]

Shire of Brookton

To (full name/s) –	
Of (address) –	
	Department of Transport records indicate that you are the registered owner of the vehicle detailed below and notice is hereby given that the vehicle has been impounded in accordance with the provisions of the *Local Government Act 1995*.
Make –	
Model –	
Registration –	
Impounded from –	
Positioned at/near –	
Date impounded –	
Time impounded –	
	The vehicle has been taken to a secure facility.
Facility address –	
	IT IS A REQUIREMENT THAT ALL PAYMENTS ARE RECEIVED PRIOR TO THE RELEASE OF THE VEHICLE.
Documentation required –	The following must be produced before payment can be accepted and release of the vehicle is permitted— • Current vehicle registration document. • Drivers licence or other legal form of identification. • Payment receipt (required for vehicle release at secure facility).
Payment in person only –	Chief Executive Officer Shire of Brookton, 14 White Street, (PO Box 42), BROOKTON 6306 Between – 8.00am and 4.15pm Monday to Friday (except public holidays) Payments by cash, cheque or EFTPOS.
	The vehicle will then be available for release, by contacting the Shire to make the necessary arrangements.
Vehicle impound fee –	
Additional days storage fee or part thereof –	

Vehicle impound fee –	
Additional days storage fee or part thereof –	

(1) Subject to clause 2 below, if your vehicle is not collected within 2 months after the date of this notice the Shire may either –

(a) under section 3.46 of the *Local Government Act 1995* refuse to allow the vehicle to be collected until the Shire's costs of removing and keeping the vehicle have been paid to the Shire; or

(b) under section 3.47 of the *Local Government Act 1995* sell or otherwise dispose of the vehicle and credit the money received from that sale or disposal to the Shire's Trust Fund except to the extent required to meet the cost and expenses incurred by the Shire in removing, impounding and selling of the vehicle.

(2) If the Local Government has made a declaration that in accordance with 3.40A(4) of the *Local Government Act 1995* the vehicle is an abandoned wreck then the vehicle may be disposed of within 7 days of that declaration being made.

If you are convicted of an offence against this Local Law, section 3.48 of the *Local Government Act 1995* allows the Shire to recover from you its outstanding expenses incurred in the removing, impounding and selling of the vehicle.

Take note –	Unless all fees are paid for and the vehicle collected within 2 months from the date of impounding, the Shire may sell the subject vehicle.
Authorised person – Name	
Signature	
Title	
Date issued –	

Schedule 2 – Prescribed offences

[cl. 7.4]

Item	Clause	Nature of offence	Modified penalty $
1	3.3(a)	Failure to park on the left of a two-way carriage way	50
2	3.3(b)	Failure to park on the left of a one-way carriageway	50
3	3.3(c)	Parking when the distance from farther boundary is less than 3 metres	50
4	3.3(d)	Parking closer than 1 metre from any other vehicle	50
5	3.3(e)	Causing obstruction	50
6	3.4	Parking within 20 metres of a railway level crossing	100
7	3.5	Driving or parking on a reserve	50
8	3.6(3)(a)	Double parking	50
9	3.6(3)(b)	Parking on or adjacent to a median strip	50
10	3.6(3)(c)	Obstructing a private driveway or right of way	50
11	3.6(3)(d)	Parking beside excavation or obstruction so as to obstruct traffic	50
12	3.6(3)(e)	Parking within 10 metres of traffic island	50
13	3.6(3)(f)	Parking on footpath, children's crossing or pedestrian crossing	50
14	3.6(3)(g)	Parking contrary to continuous line markings	50
15	3.6(3)(h),	Parking on an intersection	50
16	3.6(3)(i)	Parking within 1 metre of a fire hydrant	50
17	3.6(3)(j),	Parking within 10 metres of an intersection	50
18	3.6(4)(a) or (b)	Parking vehicle within 10 metres of departure side of bus stop, children's crossing or pedestrian crossing	50
19	3.6(4)(a) or (b)	Parking vehicle within 20 metres of approach side of bus stop, children's crossing or pedestrian crossing	50
20	3.7(1)	Parking contrary to signs on thoroughfare or parking facility	50
21	3.7(2)	Parking contrary to limitations on thoroughfare or parking facility	50
22	3.7(3)	Parking vehicle in a parking bay marked "M/C" that is not a motorcycle or bicycle	50
23	3.7(4)	Parking without permission in an area designated for "Authorised Vehicles Only"	50
24	3.8	Vehicle obstructing a thoroughfare or public place	100
25	3.9	Failure to comply with instruction of authorised person	100
26	3.10(1)	Failure to obtain permission to park a vehicle other than as provided by this local law	50

27	3.10(2)	Failure to comply with conditions of suspension of parking requirements	100
28	3.11	Failure to comply with “no parking” sign	50
29	3.12	Failure to comply with “no stopping” sign	50
30	3.14	Stopping near an obstruction	50
31	3.15	Stopping on a bridge, etc.	100
32	3.16	Stopping on crests, curves, etc.	100
33	3.17	Stopping near fire hydrant	50
34	3.18	Obstructing path, a driveway etc	50
35	3.21	Failure to comply with sign	50
36	3.22	Unauthorised placement, misuse or obstruction of a sign	100
37	3.24	Stopping unlawfully in a loading zone	50
38	3.25	Stopping unlawfully in a taxi or bus zone	50
39	3.26	Stopping in a shared zone	50
40	3.27	Stopping in a zone contrary to a sign	50
41	4.2(a)	Parking in thoroughfare for purpose of sale	50
42	4.2(b)	Parking unlicensed vehicle in thoroughfare	50
43	4.2(c)	Parking a trailer or caravan on thoroughfare	50
44	4.2(d)	Parking in thoroughfare for purpose of repairs	50
45	4.3	Failure to comply with limitations on heavy and long vehicles	100
46	4.4(1)	Failure to comply with event parking sign	50
47	4.54(3)	Failure to display required event permit information	50
48	4.5	Failure to wholly within parking bay or lane	50
49	4.6(1)(a)	Causing obstruction at parking facilities	50
50	4.6(1)(b)	Parking contrary to a sign at a parking facility	50
51	4.6(1)(c)	Failure to comply with directions of an authorised person in a parking facility	50
52	4.6(1)(d)	Parking or attempting to park a vehicle in a bay occupied by another vehicle	50
53	4.6(2)	Incorrect parking of a bicycle in a parking facility	50
54	4.6(3)	Unauthorised extended parking in a facility	50
55	4.7	Failure to comply with angle parking	50
56	4.8	Stopping at or near bus stop	50
57	4.9	Stopping on path, median strip or traffic island	50
58	4.10	Stopping on verge	50
59	4.11	Stopping in a motorcycle parking area	50
60	4.12	Stopping in a bicycle area	50
61	5.2	Parking vehicle in excess of maximum time	50

62	5.3(2)	Removing mark of authorised person	100
63	5.4	Moving vehicle to avoid time limitations	50
64	6.1	Removing notice from vehicle	100
65	6.2(b)	Unauthorised parking of special purpose vehicle	50
66	7.2	All other offences not specified	50

Dated _____2026

The Common Seal of the Shire of Brookton was affixed by authority of a resolution of Council in the presence of –

R. J. WALLIS, Shire President

G. A. SHERRY, Chief Executive Officer.

16.08.26 ELECTED MEMBERS MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN

Nil.

17.08.26 NEW BUSINESS OF AN URGENT NATURE INTRODUCED BY DECISION OF MEETING

Nil.

12.08.26.03 2026/27 – PURCHASE NEW HOLLAND T5.110S EC FWA TRACTOR AND AUSCUT SLASHER

File No:	Not applicable
Date of Meeting:	20 August 2026
Location/Address:	Not applicable
Name of Applicant:	Not applicable
Name of Owner:	Not applicable
Author/s:	Kevin D'Alton – Acting Manager Infrastructure & Works
Authorising Officer:	Gary Sherry – Chief Executive Officer
Declaration of Interest:	Nil
Voting Requirements:	Simple Majority
Previous Report:	Nil

Summary of Report:
Council is requested to consider the purchase of one New Holland T5.110S EC FWA Tractor and Auscut Slasher attachment.

Description of Proposal:
Request for Quotation RFQ 21-2025 – Supply of Tractor and Slasher was undertaken to identify suitably specified equipment that would meet the Shire's operational requirements while providing appropriate warranty protection, servicing support and long-term reliability.

Three conforming quotations were received from Boekeman Machinery, H Rushton & Co and AFGRI Equipment. All three respondents submitted equipment that complied with the mandatory operational requirements of the RFQ and were therefore progressed to detailed evaluation.

The submissions were assessed against five equally weighted qualitative criteria:

- Operational Suitability – 20%;
- Compliance with Operational Requirements – 20%;
- Warranty and After Sales Support – 20%;
- Dealer / Service Capability – 20%; and
- Supplier Experience and Proven Reliability – 20%.

The evaluation methodology recognised that differences in equipment specifications were not considered a disadvantage where the proposed equipment met or exceeded the operational intent of the RFQ and did not introduce an operational limitation. Scores were reduced where differences increased operational risk, reduced warranty protection or dealer support, or otherwise reduced the overall outcome for the Shire.

All three suppliers received full scores for operational suitability and compliance with the operational requirements, confirming that each proposed tractor and slasher combination was considered capable of performing the intended functions.

The principal differences between the submissions related to warranty coverage, local dealer and service capability, and the level of supporting information provided. Boekeman Machinery offered a six-year gearbox warranty and three-year deck warranty and demonstrated strong local dealer support through its Brookton branch. H Rushton & Co also demonstrated strong local dealer support; however, its proposed slasher was supported by a 12-month warranty, which was significantly shorter than the RFQ requirement and competing submissions. AFGRI Equipment offered a six-year gearbox warranty and two-year deck warranty, together with regional servicing capability; however, the absence of a Brookton branch was identified as potentially resulting in longer service response times.

Following completion of the qualitative evaluation, the submissions were ranked as follows:

Rank	Supplier
1	Boekeman Machinery
2	H Rushton & Co
3	AFGRI Equipment

The Prices, GST Exclusive included in the Submissions were:

COMPANY	TRACTOR	SLASHER	TOTAL
BOEKEMANS	$111,968.19	$24,469.00	$136,437.19
RUSHTONS	$115,500.00	$13,750.00	$129,250.00
AFGRI	$176,549.99	$25,300.00	$201,849.99

Background:
As part of the Shire of Brookton's plant procurement process, the Shire sought quotations for the supply of a tractor and slasher to improve the management of parks, reserves, roadside and general maintenance operations.

Consultation:
CEO, MCC, AMIW, WC, TIC

Statutory Environment:
Local Government Act 1995; Local Government (Functions and General) Regulations 1996; Council Policy 2.36 Procurement.

Relevant Plans and Policy:
Corporate Business Plan;
Plant Replacement Program;
Procurement Policy.

Financial Implications:
This purchase has been included in the Draft Council Budget.

Risk Assessment:
The risk in relation to this matter is assessed as "Medium" as quantities and costings are provided as a confidential attachment.

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:
Maintains an efficient plant fleet to support infrastructure delivery and improved community services.

Comment:
Boekeman Machinery was identified as the highest-ranked respondent. The evaluation determined that its submission provided the strongest overall balance of operational suitability, warranty protection, local dealer support and supplier capability.

On this basis, it is proposed that the Shire proceed with the purchase of the tractor and slasher from Boekeman Machinery, subject to Council approval and the applicable budget allocation.

OFFICER'S RECOMMENDATION

That Council accept the quotation submitted by Boekemans Machinery and purchase the New Holland T5.110S EC FWA Tractor and Auscut Slasher for $136,437.19 in accordance with RFQ 21/2025.

(Simple majority vote required)

OCM 08.26-14

COUNCIL RESOLUTION

Moved Cr Copping Seconded Cr Crouch

That Council accept the quotation submitted by Boekemans Machinery and purchase the New Holland T5.110S EC FWA Tractor and Auscut Slasher for $136,437.19 in accordance with RFQ 21/2025.

CARRIED BY SIMPLE MAJORITY VOTE 6/0

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

Attachments

Confidential Attachment 12.08.26.03A Evaluation
Confidential Attachment 12.08.26.03B AFGRI Equipment
Confidential Attachment 12.08.26.03C Boekemans Machinery
Confidential Attachment 12.08.26.03D H Rushton & Co

18.08.26 CONFIDENTIAL REPORTS

Nil.

19.08.26 NEXT MEETING & CLOSURE

The next Ordinary meeting of the Council will be held on Thursday 24th September in the Council Chambers at the Shire Administration Centre commencing at 3:00pm.

There being no further business, Deputy President Cr McCabe, declared the meeting closed at 7:12pm.