Shire of Brookton

MINUTES

Ordinary Meeting of Council

Held **Thursday 24 September 2026**
Shire of Brookton Council Chambers
14 White Street, Brookton

These minutes were confirmed at the Ordinary Council Meeting held on 15 / 10 / 26

Presiding Member: ..... **Date:** 15/10/26

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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1.09.26 DECLARATION OF OPENING/ANNOUNCEMENT OF VISITORS

The Shire President, Cr Rod Wallis, declared the Meeting open at 3:05pm.

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.

2.09.26 RECORD OF ATTENDANCE/APOLOGIES/APPROVED LEAVE OF ABSENCE

Elected Members (Voting)

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

Staff (Non-Voting)

Mr GA Sherry	Chief Executive Officer
Mr S Billingham	Manager Corporate and Community
Ms J Mason	Governance Officer

Apologies

Mr K D'Alton	Acting Manager Infrastructure Works

Leave of Absence

Nil

Members of the Public

Ms K Clarke

3.09.26 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**
Nil.		

4.09.26 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**
A109	P2026/002	9043 Brookton Highway	Shed	24/08/2026

5.09.26 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.

6.09.26 PUBLIC QUESTION TIME

Nil.

7.09.26 APPLICATIONS FOR LEAVE OF ABSENCE

Nil.

8.09.26 PETITIONS/DEPUTATIONS/PRESENTATIONS

Nil.

9.09.26 CONFIRMATION OF MINUTES OF PREVIOUS MEETINGS

9.09.26.01 ORDINARY MEETING OF COUNCIL – 20 AUGUST 2026

Comment:
The published minutes of the August 2026 Council Meeting included an error at Council Decision OCM 08.26-13 where a portion of the decision currently reads:

CARRIED BY ABSOLUTE MAJORITY VOTE 6/2
For: Cr Andretta, Cr Copping, Cr Crouch, Cr Toop, Cr Wallis
Against: Cr McCabe, Cr Toop

This portion of Council Decision OCM 08.26-13 should correctly read:

CARRIED BY ABSOLUTE MAJORITY VOTE 4/2
For: Cr Andretta, Cr Copping, Cr Crouch, Cr Wallis
Against: Cr McCabe, Cr Toop

OFFICER'S RECOMMENDATION
That the minutes of the Ordinary Meeting of Council held in the Shire of Brookton Council Chambers, on 20th August 2026, be confirmed as a true and correct record of the proceedings with the amendment that Council Decision OCM 08.26-13 read:

CARRIED BY ABSOLUTE MAJORITY VOTE 4/2
For: Cr Andretta, Cr Copping, Cr Crouch, Cr Wallis
Against: Cr McCabe, Cr Toop

OCM 09.26-01
COUNCIL RESOLUTION
Moved Cr Crouch Seconded McCabe

That the Minutes of the Ordinary Meeting of Council held in the Shire of Brookton Council Chambers, on 20th August 2026, be confirmed as a true and correct record of the proceedings. with the amendment that Council Decision OCM 08.26-13 read:

CARRIED BY ABSOLUTE MAJORITY VOTE 4/2
For: Cr Andretta, Cr Copping, Cr Crouch, Cr Wallis
Against: Cr McCabe, Cr Toop

CARRIED BY SIMPLE MAJORITY VOTE 7/0

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

9.09.26.02 BUSHFIRE ADVISORY COMMITTEE MEETING – 2 SEPTEMBER 2026

OFFICER'S RECOMMENDATION

That the minutes of the Bushfire Advisory Committee Meeting held in the Shire of Brookton Council Chambers on 2nd September 2026 be received by Council.

OCM 09.26-02

COUNCIL RESOLUTION

Moved Cr Crouch Seconded Cr McCabe

That the minutes of the Bushfire Advisory Committee Meeting held in the Shire of Brookton Council Chambers on 2nd September 2026 be received by Council

CARRIED BY SIMPLE MAJORITY VOTE 7 /0

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

9.09.26.03 LOCAL EMERGENCY MANAGEMENT MEETING – 15 SEPTEMBER 2026

OFFICER'S RECOMMENDATION

That the minutes of the Local Emergency Management Committee Meeting held in the Shire of Brookton Council Chambers on 15th September 2026 be received by Council.

OCM 09.26-03

COUNCIL RESOLUTION

Moved Cr Crouch Seconded Cr Andretta

That the minutes of the Local Emergency Management Committee Meeting held in the Shire of Brookton Council Chambers on 15th September 2026 be received by Council.

CARRIED BY SIMPLE MAJORITY VOTE 7/0

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

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

The Minutes of the Audit, Risk & Improvement Committee Meeting scheduled to be held in the Shire of Brookton Council Chambers at 2pm on Tuesday 22nd September 2026 will be provided to Councillors quickly after that meeting and Councillors will be in a position to receive the Committee's Minutes at the Ordinary Council Meeting on Thursday 24 September 2026.

OFFICER'S RECOMMENDATION

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

The Minutes of the Audit, Risk & Improvement Committee Meeting held in the Shire of Brookton Council Chambers on 22nd September 2026 were not provided to Councillors in time to be received at this Council Meeting.

10.09.26 ANNOUNCEMENTS BY THE PRESIDING MEMBER WITHOUT DISCUSSION

Nil.

11.09.26 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
12.09.26.01	Cr McCabe	Direct Financial Interest	he is the property owner and developer

12.09.26 TECHNICAL & DEVELOPMENT SERVICES REPORTS

Cr McCabe declared a Direct Financial Interest in that he is the property owner and developer and left the Meeting at 3:09pm.

12.09.26.01 WORKFORCE ACCOMMODATION – LOT 1770 (NO. 11801) GREAT SOUTHERN HIGHWAY, BROOKTON

File No:	A2757, PLAN02
Date of Meeting:	24 September 2026
Location/Address:	Lot 1770 on Deposited Plan 74591 (No. 11801) Great Southern Highway, Brookton
Name of Applicant:	Lachlan McCabe
Name of Owner:	Lachlan McCabe
Author/s:	Gary Sherry – Chief Executive Officer
Authorising Officer:	Gary Sherry – Chief Executive Officer
Declaration of Interest:	Nil
Voting Requirements:	Simple Majority
Previous Report:	Nil

Summary of Item:
Council has received a Development Application for the development of workforce accommodation at Lot 1770 Great Southern Highway, Brookton.

Description of Proposal:
The applicant proposes to build workforce accommodation for rural and local industry workers and for workers connected with the applicant's farming operations. The application site is outlined in Attachment 12.09.26.01A.

Details submitted by the applicant are set out in 12.09.26.01B which provides background information which is not repeated in this report. The workforce accommodation consists of modular buildings to be built in 3 stages:

- 2 x 2 bedroom self-contained cottages (Stage 1);
- 1 x 4 bedroom house (Stage 2); and
- 2 x 2 bedroom self-contained cottages (Stage 3).

It is expected the buildings can accommodate up to 12 people.

The cottages associated with Stages 1 and 3 are proposed to be setback approximately 90 metres from the western property boundary (railway and Great Southern Highway). The house associated with Stage 2 is well setback from all boundaries.

Approval is sought for all three stages. However, only Stage 1 is proposed for immediate construction. Stages 2 and 3 are proposed to be constructed when required.

Background:
The site:

- Is situated approximately 5km south south-east of the Brookton townsite;
- Has an area of 61.42 hectares;
- Is dissected by an unnamed road reserve;
- Contains an existing dwelling and various sheds;

- Is dissected by Avon River South and a drainage line;
- Contains a mix of cleared areas used for rural operations and associated replanting for land management in the western section and predominantly remnant vegetation bordering Avon River South in the eastern section; and
- Adjoins Great Southern Highway and the railway line to the west. There is mature native vegetation in the road reserve to the west of the site.

The site is surrounded by 'Rural' zoned land. The locality has a rural character containing large open paddocks along with clusters of remnant vegetation.

Consultation:
The Shire sought comments for 42 days from:
- The community and stakeholder via information on the Shire's website;
- Adjoining and nearby landowners (within 1km of the proposed development);
- Main Roads Western Australia (MRWA) and the Department of Primary Industries and Regional Development (DPIRD); and
- Relevant Shire officers.

No objections were received. MRWA and DPIRD provided advice, included at Attachment 12.09.26.01C, which can be addressed by relevant development approval conditions and advice. Similarly, no Shire officers raised issues, with matters also able to be addressed through conditions and advice.

Statutory Environment:
Planning and Development Act 2005
Planning and Development (Local Planning Schemes) Regulations 2015
Shire of Brookton Local Planning Scheme No. 4 (LPS4)
Shire of Brookton Health Local Laws 2000

The site is zoned 'Rural'. LPS4 objectives for the 'Rural' zone include:

- To provide for the maintenance or enhancement of specific local rural character.
- To protect broad acre agricultural activities such as cropping and grazing and intensive uses such as horticulture as primary uses, with other rural pursuits and rural industries as secondary uses in circumstances where they demonstrate compatibility with the primary use.
- To maintain and enhance the environmental qualities of the landscape, vegetation, soils and water bodies, to protect sensitive areas especially the natural valley and watercourse systems from damage.
- To provide for the operation and development of existing, future and potential rural land uses by limiting the introduction of sensitive land uses in the Rural zone.
- To provide for a range of non-rural land uses where they have demonstrated benefit and are compatible with surrounding rural uses.

Workforce accommodation is generally consistent with the objectives of the 'Rural' zone.

As defined in LPS4, the use is best described as 'workforce accommodation'. This means 'premises, which may include modular or relocatable buildings, used –

(a) primarily for the accommodation of workers engaged in construction, resource, agricultural or other industries on a temporary basis; and

(b) for any associated catering, sporting and recreation facilities for the occupants and authorised visitors.'

'Workforce accommodation' is a 'A' land use within the 'Rural' zone under LPS4. This means that the use is not permitted unless the local government has exercised its discretion by granting development approval after giving notice in accordance with clause 64 of the deemed provisions.

Clause 53 of LPS4 sets out matters to consider for non-rural uses in the Rural zone. It is suggested the application addresses these matters.

The site is located in a designated bushfire prone area and bushfire attack level assessments have been provided.

Relevant Plans and Policy:
The proposed development suitably addresses relevant State Planning Policies (SPP). This includes *SPP 2.5 Rural Planning, SPP 2.9 Water, SPP 3.7 Bushfire* and *SPP 5.4 Road and Rail Noise.*

Financial Implications:
The applicant has paid the Development Application fee. The applicant has a right of review to the State Administrative Tribunal to review the Council's decision. If this occurred, the Shire would have associated costs.

Risk Assessment:
There is a Medium risk that the applicant may request a review of the Council's decision to SAT.

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

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

Community & Strategic Objectives:
This proposal aligns with Council's *Strategic Community Plan 2022-2032* including 'There are new or current people living in BROOKTON who work elsewhere.'

Comment:
Following assessment of the Development Application against LPS4 and the planning framework, the submissions and the site's context, it is concluded that the Development Application for the proposed workforce accommodation should be conditionally approved. The reasons for this include:

- It is a low-key scale development noting the site is 61.42 hectares in area;
- Agriculture will remain the predominant use of the site;
- There are generous setbacks to farming land not owned by the applicant or the applicant's family;
- It is overall consistent with the planning framework;
- Bushfire risks can be mitigated through constructing to the assigned BAL rating, maintaining the asset protection zones and preparation and implementation of a Bushfire Emergency Plan;
- There are expected to be manageable environmental impacts given the buildings are located on cleared land and wastewater disposal systems are required to comply with Shire and Department of Health requirements;
- The buildings are expected to have modest visual impacts, when viewed from the Great Southern Highway, noting the existing mature vegetation in the road reserve and proposed building setbacks;
- Traffic will use existing access arrangements to connect to Great Southern Highway and increased traffic can be accommodated on Great Southern Highway;
- It supports diversifying and growing the local economy;
- No objections were received from neighbours, the community, State Government agencies or from other Shire officers; and
- The development can be effectively managed through development conditions which are reinforced by other statutory regulations.

The Officer Recommendation sets out various conditions and advice notes to address matters including retaining amenity, addressing bushfire risks and emergency management, appropriate servicing and effective on-going management.

The *Planning and Development (Local Planning Schemes) Regulations 2015* list a number of matters that a local government is required to consider in its assessment of a Development Application. This list is included at Attachment 12.09.26.01D.

The Council has various options in determining the Development Application including approving with conditions, refusal or deferring the application. It is recommended the Development Application be conditionally approved.

OFFICER'S RECOMMENDATION

That Council grant development approval for workforce accommodation at Lot 1770 on Deposited Plan 74591 (No. 11801) Great Southern Highway, Brookton pursuant to Schedule 2, Part 9, Clause 77 of the Planning and Development (Local Planning Schemes) Regulations 2015 and subject to the following conditions and advice notes:

1. This approval shall expire if the development hereby approved has not been substantially commenced within a period of three years from the date hereof, or within any extension of that time (requested in writing prior to the approval expiring) that may be granted by the local government. Where the Development Approval has lapsed no further development is to be carried out.

2. The development hereby approved must be carried out in accordance with the plans submitted with the application, addressing all conditions, or otherwise amended by the local government and shown on the approved plans and these shall not be altered and/or modified without the prior knowledge and written consent of the local government.

3. A wastewater disposal system(s) approved by the local government and/or the Department of Health is installed prior to commencement of site works. The application to install an on-site wastewater disposal system(s) is to be accompanied by a geotechnical report, including providing soil absorptive capacity and winter high water table depth, to the satisfaction of the local government and/or the Department of Health.

4. The development is connected to a potable water supply to the satisfaction of the local government prior to occupation.

5. The development is constructed in accordance with the assigned construction standard in accordance with AS3959 Construction of Buildings in Bushfire Prone Areas. An Asset Protection Zone is permanently maintained around the workforce accommodation in accordance with the assigned BAL assessment.

6. A Bushfire Emergency Plan is to be approved by the local government and then implemented prior to occupation. Following this, measures in the approved Bushfire Emergency Plan are to be maintained to the satisfaction of the local government.

7. A smoke alarm must be installed, prior to occupation, on or near the ceiling:

    a. in every bedroom; and
    b. in every corridor or hallway associated with a bedroom or, if there is no corridor or hallway, in an area between the bedrooms and the remainder of the subject building.

8. A system of emergency lighting must be installed, prior to occupation, to assist evacuation of occupants in the event of fire and this lighting must:

    a. be activated by a smoke alarm(s) (required by the previous Condition); and
    b. consist of:

i. a light incorporated within the smoke alarm(s) itself; or
ii. lighting located within the corridor, hallway or area served by the required smoke alarm(s).

9. The vehicular access between the subject land and the Great Southern Highway is to use existing access arrangements.

10. Internal vehicle access ways and parking areas are to be designed, constructed and drained to the satisfaction of the local government prior to occupation. Thereafter, the applicant/landowner shall appropriately maintain the access ways and parking areas to the satisfaction of the local government.

11. The applicant is to submit and gain local government approval for a Management Plan, prior to occupation, which addresses the responsibility for the behaviour of guests and the management measures to be implemented to minimise adverse impacts on the amenity of the locality. The approved management details shall be implemented on an ongoing basis to the satisfaction of the local government.

12. The owner/operator is to ensure that noise levels from the development (including visitors and their pets) are considerate of adjoining properties and are to be especially low in volume between 7.00pm and 7.00am.

13. Any lighting device shall be positioned and shielded so as not to cause any direct, reflected or incidental light beyond the property boundaries. In particular, lighting should be designed in accordance with AS 4282-1997 Control of the Obtrusive Effects of Outdoor Lighting.

14. There is no clearing of trees with hollows (habitat trees) which are suitable for Federally protected Cockatoos.

Advice:

A. This is not a Building Permit. A Building Permit must be obtained before any building works commence.

B. The applicant is advised that the approved development must comply with all relevant provisions of the Health (Miscellaneous Provisions) Act 1911, Public Health Act 2016 and the Shire of Brookton Health Local Laws. Once the workforce accommodation has above 6 occupants, the development will be required to register as a Boarding House.

C. In relation to Condition 9, any works within land managed by Main Roads Western Australia requires approvals from Main Roads Western Australia.

D. In relation to Condition 11, the Management Plan is to address matters including:

- Address the responsibility for guest behaviour and management measures to be implemented to minimise adverse impact on the amenity of the locality;
- Seek the operation to be a good neighbour and be considerate including noise, trespass, litter and the approach to reducing fire risks;
- Consider and address impacts from guests including amplified music and other noise;

- Controlling pets;
- Safety associated with guests crossing the railway line;
- Not light any outside fires during periods of restricted and prohibited burning and bushfire warnings of any level. Use of firepits in restricted periods requires a permit; and
- Adhere to all fire risk regulations.

E. In relation to Condition 11, the applicant is also to make appropriate arrangements, prior to occupation, outlining how they will advise guests of the Management Plan. This should include information provided on the website and booking platforms and at the workforce accommodation.

F. The provision of food to any guests must be by way of a registered food business, registered for the activity/process of providing that particular type of food and method of provision. This may mean modification of any existing registration if not listed in the current registration.

G. The applicant should ensure that a suitable Public Liability Insurance Policy is always maintained while the workforce accommodation use is operating.

H. The property is within a bushfire prone area. Standards for access, turnarounds, water supply and asset protection zone are set out in the Western Australian Planning Commission's Planning for Bushfire Guidelines.

I. The development will be impacted by road and rail noise and may be impacted by vibration. It is suggested the building designs should ideally incorporate measures to reduce the impacts of road and rail noise and should be designed to take account of possible vibration impacts from railway freight.

J. The property is located in an agricultural area. The impacts of standard agricultural pursuits should be expected and tolerated.

K. If the applicant is aggrieved by this determination there is a right of review by the State Administrative Tribunal in accordance with the Planning and Development Act 2005 Part 14. An application must be made within 28 days of the determination.

(Simple majority Vote required)

OCM .09.26-05

COUNCIL RESOLUTION

Moved Cr Copping Seconded Cr Toop

That Council grant development approval for workforce accommodation at Lot 1770 on Deposited Plan 74591 (No. 11801) Great Southern Highway, Brookton pursuant to Schedule 2, Part 9, Clause 77 of the Planning and Development (Local Planning Schemes) Regulations 2015 and subject to the following conditions and advice notes:

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2. ***The development hereby approved must be carried out in accordance with the plans submitted with the application, addressing all conditions, or otherwise amended by the local government and shown on the approved plans and these shall not be altered and/or modified without the prior knowledge and written consent of the local government.***

3. ***A wastewater disposal system(s) approved by the local government and/or the Department of Health is installed prior to commencement of site works. The application to install an on-site wastewater disposal system(s) is to be accompanied by a geotechnical report, including providing soil absorptive capacity and winter high water table depth, to the satisfaction of the local government and/or the Department of Health.***

4. ***The development is connected to a potable water supply to the satisfaction of the local government prior to occupation.***

5. ***The development is constructed in accordance with the assigned construction standard in accordance with AS3959 Construction of Buildings in Bushfire Prone Areas. An Asset Protection Zone is permanently maintained around the workforce accommodation in accordance with the assigned BAL assessment.***

6. ***A Bushfire Emergency Plan is to be approved by the local government and then implemented prior to occupation. Following this, measures in the approved Bushfire Emergency Plan are to be maintained to the satisfaction of the local government.***

7. ***A smoke alarm must be installed, prior to occupation, on or near the ceiling:***

    a. ***in every bedroom; and***
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    a. ***be activated by a smoke alarm(s) (required by the previous Condition); and***

b. consist of:

i. a light incorporated within the smoke alarm(s) itself; or
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11. The applicant is to submit and gain local government approval for a Management Plan, prior to occupation, which addresses the responsibility for the behaviour of guests and the management measures to be implemented to minimise adverse impacts on the amenity of the locality. The approved management details shall be implemented on an ongoing basis to the satisfaction of the local government.

12. The owner/operator is to ensure that noise levels from the development (including visitors and their pets) are considerate of adjoining properties and are to be especially low in volume between 7.00pm and 7.00am.

13. Any lighting device shall be positioned and shielded so as not to cause any direct, reflected or incidental light beyond the property boundaries. In particular, lighting should be designed in accordance with AS 4282-1997 Control of the Obtrusive Effects of Outdoor Lighting.

14. There is no clearing of trees with hollows (habitat trees) which are suitable for Federally protected Cockatoos.

<u>Advice</u>:

A. This is not a Building Permit. A Building Permit must be obtained before any building works commence.

B. The applicant is advised that the approved development must comply with all relevant provisions of the Health (Miscellaneous Provisions) Act 1911, Public Health Act 2016 and the Shire of Brookton Health Local Laws. Once the workforce accommodation has above 6 occupants, the development will be required to register as a Boarding House.

C. In relation to Condition 9, any works within land managed by Main Roads Western Australia requires approvals from Main Roads Western Australia.

D. In relation to Condition 11, the Management Plan is to address matters including:

- ***Address the responsibility for guest behaviour and management measures to be implemented to minimise adverse impact on the amenity of the locality;***
- ***Seek the operation to be a good neighbour and be considerate including noise, trespass, litter and the approach to reducing fire risks;***

- ***Consider and address impacts from guests including amplified music and other noise;***
- ***Controlling pets;***
- ***Safety associated with guests crossing the railway line;***
- ***Not light any outside fires during periods of restricted and prohibited burning and bushfire warnings of any level. Use of firepits in restricted periods requires a permit; and***
- ***Adhere to all fire risk regulations.***

E. ***In relation to Condition 11, the applicant is also to make appropriate arrangements, prior to occupation, outlining how they will advise guests of the Management Plan. This should include information provided on the website and booking platforms and at the workforce accommodation.***

F. ***The provision of food to any guests must be by way of a registered food business, registered for the activity/process of providing that particular type of food and method of provision. This may mean modification of any existing registration if not listed in the current registration.***

G. ***The applicant should ensure that a suitable Public Liability Insurance Policy is always maintained while the workforce accommodation use is operating.***

H. ***The property is within a bushfire prone area. Standards for access, turnarounds, water supply and asset protection zone are set out in the Western Australian Planning Commission's Planning for Bushfire Guidelines.***

I. ***The development will be impacted by road and rail noise and may be impacted by vibration. It is suggested the building designs should ideally incorporate measures to reduce the impacts of road and rail noise and should be designed to take account of possible vibration impacts from railway freight.***

J. ***The property is located in an agricultural area. The impacts of standard agricultural pursuits should be expected and tolerated.***

K. ***If the applicant is aggrieved by this determination there is a right of review by the State Administrative Tribunal in accordance with the Planning and Development Act 2005 Part 14. An application must be made within 28 days of the determination.***

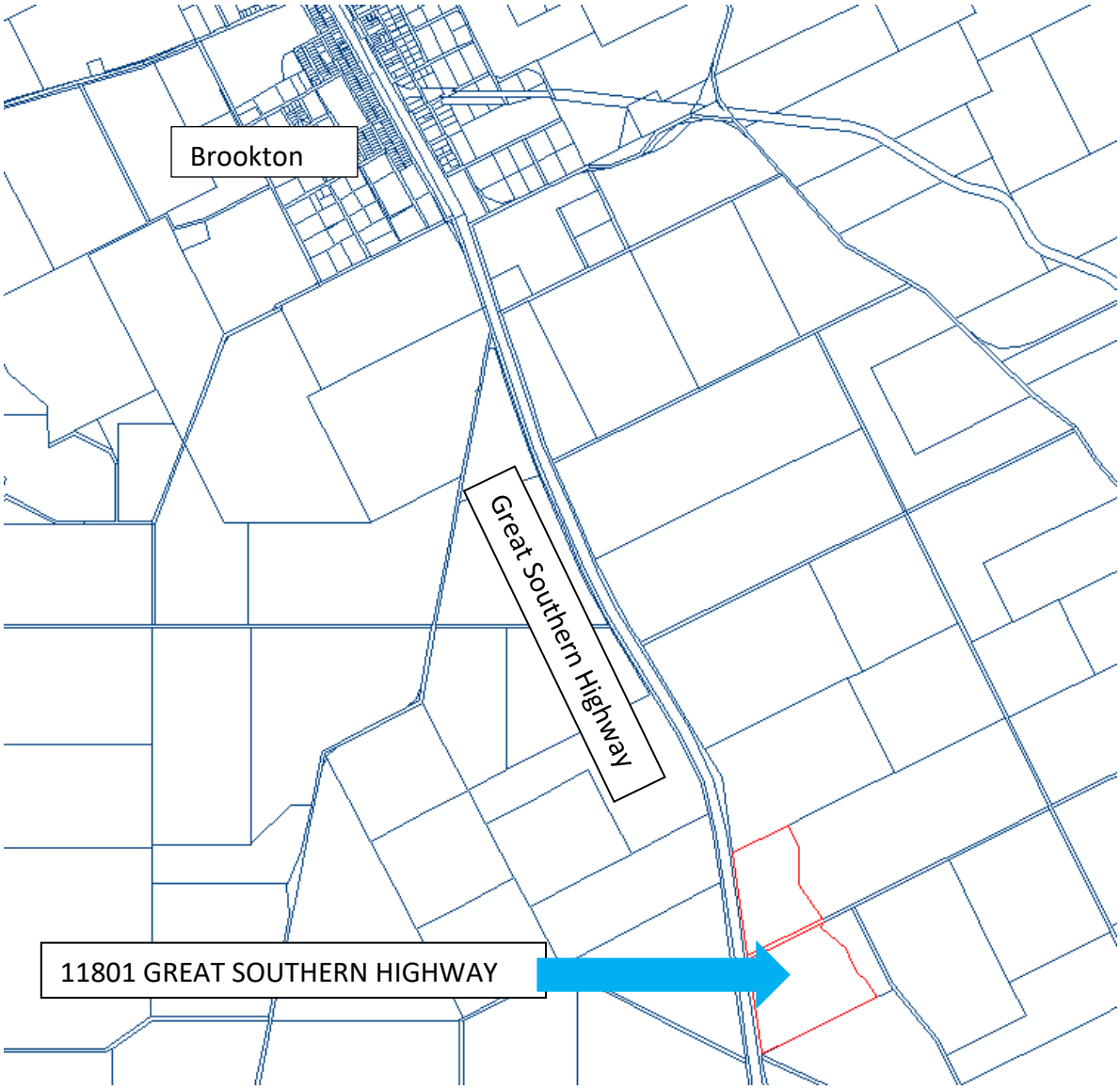
CARRIED BY SIMPLE MAJORITY VOTE 6/0

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

Cr McCabe returned to the Meeting at 3:18pm.

Attachments

Attachment 12.09.26.01A – Location Plan
Attachment 12.09.26.01B – Details from applicant
Attachment 12.09.26.01C – Submissions
Attachment 12.09.26.01D – Extract from *Planning and Development (Local Planning Schemes) Regulations 2015*


Brookton
Great Southern Highway
11801 GREAT SOUTHERN HIGHWAY

Development Application Supporting Statement

Proposed Staged Rural Accommodation

Development

Lot 1770, 11801 Great Southern Highway, Brookton WA 6306

1. Applicant and Land Details

This supporting statement is submitted in support of an Application for Development Approval for a staged rural accommodation development at:

Property: Lot 1770, 11801 Great Southern Highway, Brookton WA 6306
Landowner / Applicant: Lachlan McCabe
ABN: 44 531 063 087
Certificate of Title: Volume 2798 / Folio 989
Local Government: Shire of Brookton

The subject land forms part of a working rural property. The continued primary use of the land is, and will remain, primary production.

2. Proposed Land Use

The proposed use is best described as small-scale rural accommodation associated with the ongoing operation and diversification of the farming property.

The primary intended use is accommodation for rural and local industry workers, including workers associated with Balco Australia and workers connected with the applicant's farming operations. The accommodation may also be used for short-term accommodation where there is demonstrated community demand and where that use does not conflict with the ongoing rural use of the land.

The intent is to provide flexible accommodation that can respond to local needs, particularly where there is limited suitable accommodation available for workers, contractors and visitors supporting the local rural economy.

3. Existing Land Use and Site Context

The property is currently used for rural and primary production purposes. The proposed accommodation sites are located within a portion of the property that is constrained for broadacre cropping due to existing tree lines, shelter belts, undulation and the general layout of the land.

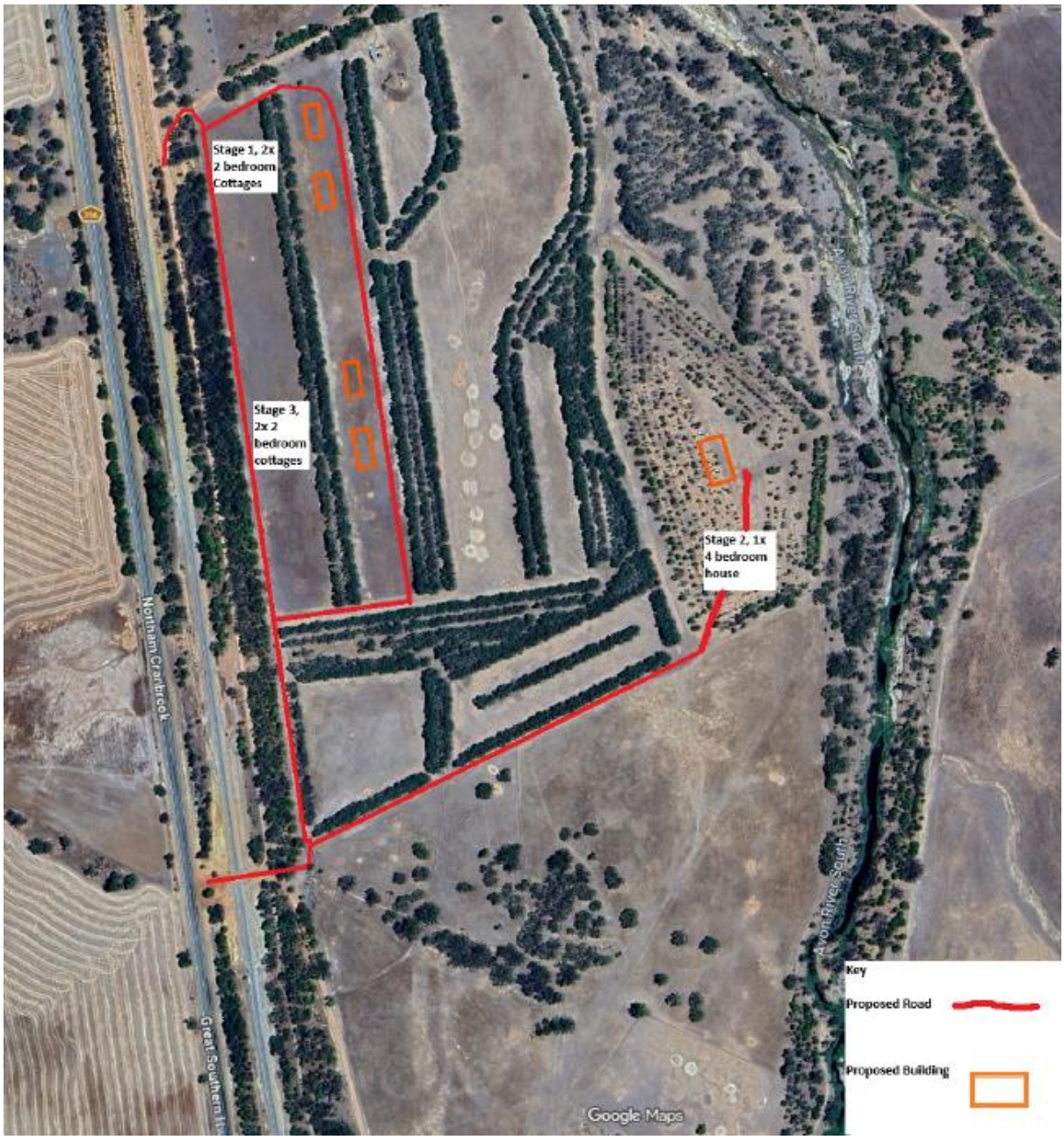
The proposed development has been deliberately located to avoid conflict with the main productive use of the farm. Primary production will remain the dominant land use.

The existing tree lines and site undulation provide substantial visual screening from Great Southern Highway and surrounding public viewpoints. The accommodation sites are not expected to be visible from the road. The existing vegetation and landform also provide separation and sound buffering between the accommodation area, the road and adjoining rural areas.

4. Planning Rationale

The proposal is considered appropriate for the following reasons:

1. **Primary production remains the main land use**
   The accommodation is ancillary and complementary to the broader rural operation. The development does not displace productive cropping land in any meaningful way.
2. **The site is physically suited to low-impact accommodation**
   Existing tree lines, undulation and site separation reduce visual impact, noise transfer and land-use conflict.
3. **The proposal responds to local accommodation demands**
   The accommodation is intended to support rural workers, Balco workers, contractors and short-term accommodation demand within the Brookton district.
4. **The development is staged and controlled**
   Only Stage 1 is proposed for immediate construction. Future stages will occur only if demand supports them and subjects to the required approvals and servicing arrangements.
5. **The proposal supports farm business diversification**
   The project forms part of a broader transition and diversification strategy for the farming business while retaining primary production as the principal land use.
6. **The project has received Commonwealth Government grant support**
   The project has been awarded grant funding under the Farm Business Transition Program, supporting the construction of two self-contained cottages, access improvements, parking and safety signage, professional services, and power and water infrastructure.


Stage 1, 2x 2 bedroom Cottages
Stage 3, 2x 2 bedroom cottages
Stage 2, 1x 4 bedroom house
Northam Cranbrook
Great Southern
Avon River South
Key
Proposed Road
Proposed Building
Google Maps

From: Administration Officer
To: Gary Sherry; Tim Jurmann
Cc: Jennie Mason
Subject: FW: Development Application - 11801 Great Southern Hwy (Northam-Cranbrook)
Date: Monday, 3 August 2026 4:13:18 PM
Attachments: image074544.png
image560609.png
image227434.png
image946493.png
image050443.png

From: Meisha Kun Szabo <meisha.kunszabo@mainroads.wa.gov.au>
Sent: Monday, 3 August 2026 3:33 PM
To: Administration Officer <Mail@Brookton.wa.gov.au>
Subject: Development Application - 11801 Great Southern Hwy (Northam-Cranbrook)

You don't often get email from meisha.kunszabo@mainroads.wa.gov.au. Learn why this is important

OFFICIAL

Ref: PLAN02
Development Application for Proposed Rural Accommodation – 11801 Great Southern Hwy, BROOKTON – COMMENT SOUGHT

Good afternoon,

Thank you for the opportunity to review the abovementioned development application.

Our planning coordinator has reviewed the information and provides the following feedback:

Access to the development will be provided using existing access arrangements and internal farm tracks.

The proposal is for a staged rural accommodation development, with Stage 1 comprising two self-contained cottages generating low traffic volumes associated with rural accommodation use.

Existing access arrangements are proposed to be retained, and no new access to Great Southern Highway (Northam-Cranbrook) has been identified as part of the application.

Based on this information provided, Main Roads Western Australia (MRWA) raises no objection to the proposal.

However, MRWA recommends the following advice:

MRWA advises the landowner/applicant regarding the Great Southern Highway (Northam-Cranbrook) Road Reserve:

- No earthworks are to encroach onto the road reserve;

No stormwater drainage is to be discharged onto the road reserve; and

- The landowner/applicant shall make good any damage to existing verge vegetation within the road reserve.
- Any future modification to existing access arrangements or creation of a new access onto Great Southern Highway will require separate assessment and approval from MRWA
- Any future works within the MRWA road reserve will require prior approval from MRWA.

Kind regards,

Meisha Kun Szabo (she/her/hers)
Asset Management Officer
Wheatbelt Region
Regional Operations
Tel: +61 8 9622 4740



Main Roads acknowledges the traditional custodians throughout Western Australia and their continuing connection to the land, waters and community. We pay our respects to all members of the Aboriginal communities and their cultures; and to Elders both past and present.

Department of
Primary Industries and Regional Development
GOVERNMENT OF WESTERN AUSTRALIA

Your reference: PLAN02
Our reference: LUP 2463
Enquiries: Grant Stainer

Gary Sherry
Chief Executive Officer
Shire of Brookton
PO Box 42
Brookton, WA 6306
mail@brookton.wa.gov.au

Date: 5 August 2026

Dear Mr Sherry,

Development application for proposed rural accommodation – 11801 Great Southern Highway, Brookton

Thank you for inviting the Department of Primary Industries and Regional Development (DPIRD) to comment on the above proposal.

DPIRD does not object to the proposal and offers the following comments.

Land zoning
DPIRD notes that the proposal involves the establishment of sensitive land uses within a rural zoned area. These areas may be affected by existing operations on surrounding agricultural properties (e.g. spraying or livestock).

The *State Planning Policy 2.5 – Rural Planning*[1] is relevant to the proposal, in particular Section 5.3 on rural living. DPIRD encourages the Shire of Brookton to apply these requirements, so that the proposal does not conflict with the primary production of nearby land. The Department of Health website[2] also contains information about the separation of agricultural and residential land uses, including buffers.

[1] https://www.wa.gov.au/system/files/2021-06/SPP_2-5_Rural_Planning.pdf
[2] https://www.health.wa.gov.au/Articles/F_I/Guidelines-for-separation-of-agricultural-and-residential-land-uses

1 Nash Street, Perth WA 6330
Telephone 9368 3383 landuse.planning@dpird.wa.gov.au
dpird.wa.gov.au
ABN: 18 951 343 745

Soil landscape mapping
The mapped soil landscape unit[3] for the property is the Brookton 1 subsystem (257Br_1) which has a lower capability for agricultural pursuits, which is consistent with the proponent's statement that "constrained" for agricultural production.
It is worth noting that the soil landscape unit is prone to salinity and acidic soils[4], which could affect the proposed buildings. The proponent will need to bear this in mind when considering their building designs.

Native vegetation
The establishment of the rural accommodation is likely to require the clearing of native vegetation to establish the bushfire asset protection zones. DPIRD recommends that the proponent contact to Department of Water and Environmental Regulation (DWER) to assess the clearing permit requirements.

Waste and nutrient management
DPIRD notes that the proposal intends to use septic tank systems for wastewater. The final designs should ensure that there is no export of waste or nutrients to the surrounding landscape, particularly for Stage 2 given the proximity of the Avon River South to the east of the proposed development.

For future reference and to ensure we can respond in a timely and efficient manner, please send land use planning matters to landuse.planning@dpird.wa.gov.au rather than the general enquiries email address.

For more information, please contact Grant Stainer at grantley.stainer@dpird.wa.gov.au

Yours sincerely,



Anya Lam
Director, Agriculture Resource Management and Assessment
Fisheries and Sustainability

Planning and Development (Local Planning Schemes) Regulations 2015
Schedule 1 — Model provisions for local planning schemes

67. Consideration of application by local government

(1) Development approval cannot be granted on an application for approval of —
  (a) development that is a class X use in relation to the zone in which the development is located, unless —
    (i) the development relates to land that is being used for a non conforming use; and
    (ii) the local government considers that the proposed use of the land would be less detrimental than the non conforming use;
  or
  (b) development that otherwise does not comply with a requirement of this Scheme, unless —
    (i) this Scheme gives the local government discretion to waive or vary the requirement or to grant development approval despite non compliance with the requirement; or
    (ii) the development is permitted under a provision of this Scheme in relation to non conforming uses.

(2) In considering an application for development approval (other than an application on which approval cannot be granted under subclause (1)), the local government is to have due regard to the following matters to the extent that, in the opinion of the local government, those matters are relevant to the development the subject of the application —
  (a) the aims and provisions of this Scheme (including any planning codes that are read, with or without modifications, into this Scheme) and any other local planning scheme operating within the Scheme area;
  (b) the requirements of orderly and proper planning including any proposed local planning scheme or amendment to this Scheme that has been advertised under the Planning and Development (Local Planning Schemes) Regulations 2015 or any other proposed planning instrument that the local government is seriously considering adopting or approving;
  (c) any approved State planning policy;
  (d) any environmental protection policy approved under the Environmental Protection Act 1986 section 31(d);
  (e) any policy of the Commission;
  (f) any policy of the State;
  (fa) any local planning strategy for this Scheme endorsed by the Commission;
  (g) any local planning policy for the Scheme area;
  (h) any structure plan or local development plan that relates to the development;
  (i) any report of the review of the local planning scheme that has been published under the Planning and Development (Local Planning Schemes) Regulations 2015;
  (j) in the case of land reserved under this Scheme, the objectives for the reserve and the additional and permitted uses identified in this Scheme for the reserve;
  (k) the built heritage conservation of any place that is of cultural significance;
  (l) the effect of the proposal on the cultural heritage significance of the area in which the development is located;
  (m) the compatibility of the development with its setting, including —

(i) the compatibility of the development with the desired future character of its setting; and
(ii) the relationship of the development to development on adjoining land or on other land in the locality including, but not limited to, the likely effect of the height, bulk, scale, orientation and appearance of the development;

(n) the amenity of the locality including the following —
(i) environmental impacts of the development;
(ii) the character of the locality;
(iii) social impacts of the development;

(o) the likely effect of the development on the natural environment or water resources and any means that are proposed to protect or to mitigate impacts on the natural environment or the water resource;

(p) whether adequate provision has been made for the landscaping of the land to which the application relates and whether any trees or other vegetation on the land should be preserved;

(q) the suitability of the land for the development taking into account the possible risk of flooding, tidal inundation, subsidence, landslip, bush fire, soil erosion, land degradation or any other risk;

(r) the suitability of the land for the development taking into account the possible risk to human health or safety;

(s) the adequacy of —
(i) the proposed means of access to and egress from the site; and
(ii) arrangements for the loading, unloading, manoeuvring and parking of vehicles;

(t) the amount of traffic likely to be generated by the development, particularly in relation to the capacity of the road system in the locality and the probable effect on traffic flow and safety;

(u) the availability and adequacy for the development of the following —
(i) public transport services;
(ii) public utility services;
(iii) storage, management and collection of waste;

(iv) access for pedestrians and cyclists (including end of trip storage, toilet and shower facilities);

(v) access by older people and people with disability;

(v) the potential loss of any community service or benefit resulting from the development other than potential loss that may result from economic competition between new and existing businesses;

(w) the history of the site where the development is to be located;

(x) the impact of the development on the community as a whole notwithstanding the impact of the development on particular individuals;

(y) any submissions received on the application;

(za) the comments or submissions received from any authority consulted under clause 66;

(zb) any other planning consideration the local government considers appropriate.

(3) Subclause (1) has effect despite the zoning table for this Scheme.

[Clause 67 amended: SL 2020/252 r. 74; SL 2024/25 r. 55.]

12.09.26.02 APPROVAL OF REQUEST FOR TENDER SPECIFICATIONS - RFT 02/2026 MANAGEMENT OF THE BROOKTON REFUSE SITE

File No:	FIN012
Date of Meeting:	24 September 2026
Location/Address:	Not applicable
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:	16 July 2026

Summary of Report:
Council is requested to approve the specifications and conditions of Request for Tender RFT 02/2026 – Management of the Brookton Refuse Site, and authorise the Chief Executive Officer to advertise the tender to seek submissions from suitably qualified contractors.

Description of Proposal:
The Shire of Brookton has prepared Request for Tender RFT 02/2026 to appoint a contractor to manage and operate the Brookton Refuse Site.

At the Ordinary Council Meeting held on 16 July 2026, Council resolved through Motion 07.26-10 that staff proceed with advertising a public tender for the management and operation of the Brookton Refuse Site.

The proposed tender seeks a suitably qualified and experienced contractor to undertake the operational, administrative, environmental and regulatory responsibilities associated with the facility.

The successful tenderer will be responsible for the following activities:

1. Liaising with the Shire's designated representative to ensure the requirements of the contract are met.
2. Undertaking daily rubbish compaction.
3. Covering compacted putrescible waste, excluding separately stockpiled green waste, at the end of each operational week with suitable cover material at the depth specified in the Shire's Landfill Licence.
4. Providing landfill site attendants to:
    a. Segregate waste as required.
    b. Direct vehicles to the appropriate tipping locations.
    c. Refuse entry to, or dumping of, materials designated as unacceptable by the Shire, the Shire's Landfill Licence or facility signage.
    d. Identify and report matters presenting occupational health and safety or environmental risks.
5. Collecting windblown litter from the site boundaries monthly and returning the collected waste to the landfill cell.
6. Conducting effective vermin and fly control.
7. Establishing and maintaining the resource recovery area.
8. Separating waste for recycling and depositing it in the resource recovery area, as required.

9. Assisting with the development and implementation of landfill documentation in accordance with the relevant landfill licence conditions.
10. Conducting annual landfill volumetric surveys, including the Annual Waste Census where applicable.
11. Monitoring landfill cell capacity and projected requirements for the establishment of a new cell.
12. Preparing and reviewing the landfill management plan.
13. Recording incoming waste details, including tonnages and cubic metres, and providing monthly summaries to the Shire.
14. Identifying and monitoring environmental, occupational health and safety, and other operational impacts.
15. Responding immediately to incidents, including malicious damage, theft, injury or fire, notifying the relevant authorities and submitting incident reports to the Shire.
16. Assisting with the stockpiling of green waste in accordance with landfill licence conditions and Shire instructions.

The tender documents are provided at Attachment 12.09.26.02A.

Approval to advertise the tender will enable the Shire to obtain competitive submissions and assess the operational, service and financial implications of appointing an external contractor.

The principal options available to Council are:

- Option 1 – Approve the tender documents and proceed to public advertising: This will enable the Shire to seek competitive submissions and assess the feasibility of externally managed operations.

- Option 2 – Defer or decline the tender: The Shire would continue to manage the facility directly while Council considers alternative long-term management arrangements. This may delay the establishment of a longer-term operating model.

It is important to note that approval to advertise the tender does not constitute acceptance of a tender or a decision to appoint a contractor. Any tenders received will be assessed against the published evaluation criteria and presented to Council for consideration.

Background:
On 25 March 2026, representatives of the Shire of Brookton met with Mr Kevin Timms of Great Southern Waste to discuss the ongoing management and operation of the Brookton Refuse Site.

During the meeting, Mr Timms advised that Great Southern Waste intended to cease its management and operational responsibilities at the Brookton Refuse Site, effective from 1 May 2026.

This notification required the Shire to make alternative arrangements to ensure the continued operation of the facility and the uninterrupted provision of waste disposal services to the Brookton community.

From 1 May 2026, the Shire of Brookton assumed direct responsibility for the management and operation of the Brookton Refuse Site. This included responsibility for day-to-day

operations, staffing, plant and equipment, site management, waste handling and maintaining the facility in accordance with applicable operational and regulatory requirements.

The transition to direct Shire management provided an opportunity to review the facility's operational arrangements, costs, infrastructure requirements and longer-term management model.

At the Ordinary Council Meeting held on 16 July 2026, Council resolved through Motion 07.26-10 that staff proceed with advertising a public tender for the management and operation of the Brookton Refuse Site. In accordance with that resolution, staff have prepared RFT 02/2026 for Council's consideration and approval prior to advertising.

Consultation:
No external consultation has been undertaken in the preparation of this report. Following Council approval, the tender will be advertised in accordance with the applicable legislative and procurement requirements.

Statutory Environment:
Local Government Act 1995
Section 3.57 – Tenders for providing goods or services.

Local Government (Functions and General) Regulations 1996
Part 4, Division 2 – Tenders for providing goods or services.

The tender process will be undertaken in accordance with the applicable statutory requirements and the conditions contained in the approved tender documents.

Relevant Plans and Policy:
The proposed tender relates to the ongoing management and operation of a Shire facility and should be considered in the context of the Shire's longer-term financial and resource planning.

Financial Implications:
The proposed contract is expected to have financial implications for the Shire of Brookton over the proposed contract period.

The tender documentation provides for a contract period of five years. The source information identifies the relevant future budget years as 2026/27 to 2031/32; however, the precise contract commencement date and financial year allocation should be confirmed before the tender is finalised.

The Shire will need to make appropriate budget provisions for the contract if a tender is subsequently accepted.

Approval to advertise the tender does not commit the Shire to expenditure under the proposed contract. Any future contractual commitment will be subject to a further Council decision and the availability of appropriate budget funding.

Risk Assessment:
The risk associated with this proposal is assessed as Medium.

The risk assessment considers the potential operational, financial, environmental and regulatory implications of proceeding with, or delaying, the tender process.

Risk	Consequence	Likelihood	Mitigation
Failure to establish a suitable long-term management arrangement for the refuse site.	Minor	Likely	The Shire of Brookton can undertake Site management operations
Delayed procurement of an external management arrangement.	Minor	Likely	The Shire of Brookton can undertake Site management operations in the short term.
Inadequate contractor performance or failure to comply with landfill licence conditions.	Moderate	Unlikely	The Shire of Brookton can terminate the contract for a serious breach and undertake Site management operations
Increased operating costs or insufficient budget provision.	Minor	Possible	Operations may be amended to reduce costs to an acceptable level

The proposed tender process will assist in mitigating these risks by establishing clear contractual obligations, service requirements, performance expectations and evaluation criteria.

The tender documentation should also ensure that the successful contractor is required to comply with all applicable legislation, landfill licence conditions, occupational health and safety requirements and Shire directions.

The tender process will be undertaken in accordance with the Shire's risk management framework and applicable procurement 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:
The proposal supports the Shire of Brookton's Strategic Community Plan 2022–2032 and Corporate Business Plan 2022–2026 by supporting the continued provision of essential waste management services to the community.

Comment:
The proposed RFT 02/2026 provides Council with a formal and transparent procurement process to determine the future management and operation of the Brookton Refuse Site.

The Shire has directly managed the facility since 1 May 2026 following the cessation of services by Great Southern Waste. This arrangement has ensured continuity of an essential community service while Council considers the facility's longer-term management model.

Advertising the tender is consistent with Council's resolution of 16 July 2026, Motion 07.26-10, and will enable suitably qualified contractors to submit competitive proposals for the ongoing operation of the facility.

The tender documentation establishes the operational, environmental, administrative and reporting responsibilities expected of the successful contractor. It will also enable the Shire to assess the potential benefits, costs and risks associated with an externally managed arrangement.

It is recommended that Council approve the tender specifications and conditions and authorise the Chief Executive Officer to make minor amendments that do not materially alter the services requested, the obligations of the tenderer or the financial commitments of the Shire.

Any tenders received will be assessed against the criteria contained in the approved Request for Tender and presented to Council for consideration. Approval to advertise the tender does not bind Council to accept any submission or enter into a contract.

OFFICER'S RECOMMENDATION
That Council:

1. Approves the specifications and conditions of Request for Tender RFT 02/2026 – Management of the Brookton Refuse Site, included at Attachment 12.09.26.02A, for the purpose of public advertising.

2. Authorises the Chief Executive Officer to advertise RFT 02/2026, included at Attachment 12.09.26.02A, in accordance with the Local Government Act 1995, the Local Government (Functions and General) Regulations 1996 and the Shire's applicable procurement requirements.

3. Authorises the Chief Executive Officer to make minor amendments to RFT 02/2026, included at Attachment 12.09.26.02A, that do not materially alter the services requested, the obligations of the tenderer or the financial commitments of the Shire.

4. Notes that any tenders received will be assessed against the criteria contained in the approved tender documentation and presented to Council for further consideration.

OCM 09.26-06

COUNCIL RESOLUTION

Moved Cr Crouch Seconded Cr McCabe

That Council:

1. ***Approves the specifications and conditions of Request for Tender RFT 02/2026 – Management of the Brookton Refuse Site, included at Attachment 12.09.26.02A, for the purpose of public advertising.***

2. ***Authorises the Chief Executive Officer to advertise RFT 02/2026, included at Attachment 12.09.26.02A, in accordance with the Local Government Act 1995, the Local Government (Functions and General) Regulations 1996 and the Shire's applicable procurement requirements.***

3. ***Authorises the Chief Executive Officer to make minor amendments to RFT 02/2026, included at Attachment 12.09.26.02A, that do not materially alter the services requested, the obligations of the tenderer or the financial commitments of the Shire.***

4. ***Notes that any tenders received will be assessed against the criteria contained in the approved tender documentation and presented to Council for further consideration.***

CARRIED BY SIMPLE MAJORITY VOTE 7 /0

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

Attachments

Attachment 12.09.26.02A – RFT 02/2026 Management of the Brookton Refuse Site

Shire of Brookton

Request for Tender

RFT-02/2026
MANAGEMENT OF THE BROOKTON LANDFILL FACILITY

Request for Tender (RFT)	Management of The Brookton Landfill Facility
Issue date:	**####PM ##/##/2026**
Clarification Deadline:	**####PM ##/##/ 2026**
Submission Deadline:	**####PM ##/##/2026**
Address for Delivery:	14 White Street, Brookton, WA, 6306 tenders@brookton.wa.gov.au

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Part 1	READ AND KEEP THIS PART

1 Conditions of Tendering

1.1 Definitions

Below is a summary of some of the important defined terms used in this Request and not necessarily defined in the Conditions of Contract:

Addendum:	Additional information of clarification of information relating to the Request for Tender, provided by the Shire after the initial advertising date.
Assessment Criteria:	This is a set of assessment criteria. Refer to Section 5.3 SELECTION CRITERIA.
Canvassing:	Means directly or indirectly, discussing a Tender with any Councillor, or communicating with an employee of the Shire at any time in an attempt, in the Principal's opinion, to influence the decision making process in the award of that Tender. The Tender of any Respondent involved in canvassing activity will be rejected.
Clarification Deadline:	The date and time by which suppliers seeking clarification on the Specification must ask their queries. Clarifications sought after the Clarification Deadline will not be responded to by the Shire.
Collusive Tendering:	Means the participation in or condoning of collusive activity by a Respondent including but not limited to: • Any agreement as to who should be the successful Respondent; • Any meeting of Respondents to discuss their Tenders prior to submission to Council, unless Council is present at that meeting(s); • Any exchange of information between Respondents about their Tenders; • Any agreement for the payment of money or a reward or benefit for unsuccessful Respondents by the successful Respondent; • Any agreement or collaboration of Respondents to fix prices, rates of payment of industry association fees or conditions of contract; • The submission of a "cover Tender", being a Tender submitted as genuine but which has been deliberately priced not to win the contract.
Commissioning	The process of assuring that all systems and components of the buildings and plant are designed, installed, tested, operated, and fit for purpose according to the operational requirements of the Shire.
Conflict of Interest	A conflict of interest can be pecuniary (involving financial gain or loss) or non- pecuniary (based on animosity, friendship or family connection). A conflict of interest can also arise from avoiding personal losses as well as gaining personal advantage, financial or otherwise. Conflicts of interest can be actual, perceived, or potential.

Part 1	READ AND KEEP THIS PART

Contract:	A legally binding agreement resulting from acceptance of an offer by the Shire, including such modifications that may have been agreed by the Shire and the Respondent before that acceptance.
Contractor:	Means the person or persons, corporation or corporations whose Tender is accepted by the Principal, and includes the executors or administrators, successors and assigns of such person or persons, corporation or corporations.
Evaluation Panel:	Means the person or persons appointed by the Shire to undertake the evaluation of the Respondent's Offers.
General Conditions of Contract:	Means the Minor Works Contract and its Annexures.
Non-Conforming Tender:	A Tender that is not lodged prior to the Submission Deadline, or a Tender that does not contain all the information and documents required by the Request for Tender.
Offer OR Response OR Submission OR Tender:	An offer to supply the Requirements and includes prices, bids, Tenders and consultant proposals and means the lodgement of a Tender containing all requested information and accompanying documentation.
Principal OR Shire:	The Shire of Brookton or the Shire of Brookton's authorised representative as appropriate according to context.
Regional Business:	Is a business (Respondent) which has been operating continuously out of a premise in the Shire for at least six (6) months prior to the closing date of Tenders.
Regional Content:	Applies to non-Regional Businesses and is the value of goods or services purchased within the Shire locality.
Regional Price/Content Preference:	Is a price assessment discount that is applied to Regional Businesses / Regional Content at the time of Tender evaluation.
Request OR RFT:	This document, the Request for Tender.
Special Conditions of Contract:	Provisions of a Contract that are peculiar to the project under consideration and do not fall under the general conditions or supplementary conditions.
Specification	The statement outlining the details of the performance (supply of goods and/or services) under a contract, and may include technical references, drawings, or a consultant's brief.
Subcontractor	Means a Subcontractor contracted to the Contractor to provide goods or services to the Contractor for the latter to perform the Contract.
Submission Deadline:	The deadline for lodgement of your Tender.

Part 1	READ AND KEEP THIS PART

Respondent:	Someone who has or intends to submit a Tender to the Principal.
The Works:	Means the whole of the works to be carried out and completed in accordance with the Contract including variations.
Works Under Contract (WUC):	Means the work which the Contractor is or may be required to carry out and complete under the Contract and includes variations and remedial work.
Validity Period:	A period of time for which an offer will remain open for consideration and acceptance by the Shire.
Value for Money	The Shire will identify a preferred Contractor by determining relative value for money comprising 50% qualitative and 50% quantitative (price) evaluation criteria weighting. **The preferred Contractor may not necessarily be the lowest price offer.**

1.2 Tender Documents

This Request for Tender is comprised of the following parts:

Part 1 – Principal's Request (read and keep this part);
Part 2 – Conditions of Responding (read and keep this part);
Part 3 – Scope of Requirements (read and keep this part);
Part 4 – Conditions of Contract (read and keep this part);
Part 5 – Respondent's Offer;

Separate Documents

a) Addenda and any other special correspondence issued to Tenderers by the Principal.
b) Any other policy or document referred to but not attached to the Request.

1.3 How to Prepare Your Tender

a) Carefully read all parts of this document.
b) Ensure you understand the Requirements.
c) Complete and return the Offer (Part 3) in all respects and include all Attachments.
d) Make sure you have signed the Offer form and responded to all the Selection Criteria; and
e) Lodge your Tender before the Deadline.
f) Do not alter any response documents.
g) Use tenders@brookton.wa.gov.au for submitting tender documents.

1.4 Contact Persons

Tenderers should not rely on any information provided by any person other than the person listed below:

Name:	*Kevin D'Alton*
Telephone:	*08 9642 1106*
Email:	*Kevin.dalton@brookton.wa.gov.au*

Part 1	READ AND KEEP THIS PART

1.5 Clarification Deadline

Clarifications to this Request for Tender (RFT) shall be received up to the time nominated on page 2 of this request.

1.6 Mandatory Tender Briefing/Site Inspection

A mandatory tender briefing **WILL NOT BE HELD** by the Principal.

1.7 Respondents to inform themselves

Respondents will be deemed to have:

a) Examined the Request and any other information available in writing to Respondents for the purpose of Tendering;
b) Examined all further information relevant to the risks, contingencies, and other circumstances having an effect on their Tender which is obtainable by the making of reasonable enquires;
c) Satisfied themselves as to the correctness and sufficiency of their Tenders including quoted prices which will be deemed to cover the cost of complying with all the Conditions of Tendering and Conditions of Contract and of all matters and things necessary for the due and proper performance and completion of the work described therein;
d) Acknowledged that the Principal may enter into negotiations with a chosen Respondent and that negotiations are to be carried out in good faith;
e) Satisfied themselves that they have a full set of the Request documents and all relevant attachments; and
f) Satisfied themselves that they understand the requirements as per part 3 *"Specification"* of this document.

1.8 Form of Tender

In preparing a Submission, Respondents are to consult Part 5 to ensure all required components are included with the Submission.

1.9 Alternative Tenders

No tenders may be submitted as Alternative Tenders or made subject to conditions other than the Conditions of Contract.

1.10 Lodgement of Tenders

The Local Government (Functions and General) Regulations 1996 state that "A tender is required to be rejected unless it is submitted at a place, and within the time, specified in the invitation for tenders". In this regard the "place" shall be the Shire Brookton's tenders@brookton.wa.gov.au as titled on Page 2 of this Request and the "time" shall be before the Submission Deadline nominated in this Request for Tender, also on Page 2 of this Request.

Only those Tenders that are submitted to **tenders@brookton.wa.gov.au** at the time of closing will be assured of being regarded as being "submitted at a place, and within the time, specified".

The Principal will not be responsible for tenders which are not received in the electronic tender box by the closing date and time.

Part 1	READ AND KEEP THIS PART

1.11 Submission Deadline

Submissions must be received in the tenders@brookton.wa.gov.au inbox by no later than the time nominated on page 2 of this Request.

1.12 Costs of Tendering

The Principal will not be liable for payment to the Respondent for any costs, losses or expenses incurred by the Respondent in preparing their Tender or for providing additional information or Clarification during the evaluation of the Submission.

1.13 Tender Opening

All Respondents and members of the public may attend or be represented at the opening of Tenders.

Tenders will be opened electronically in the Principal's offices, following the advertised Submission Deadline.

The names of the Respondents who submitted a Tender by the Submission Deadline will be read out at the Tender opening. No discussions will be entered into between Respondents and the Principal's officers present or otherwise, concerning the Tenders submitted.

The Tender opening will be held immediately after the closing time of Tenders, at the Shire of Brookton's administration office, 14 White Street, Brookton.

1.14 Price Basis

Unless otherwise agreed by the Principal, all prices for goods/services offered by the Respondent or prescribed by the Principal in the Tender shall be fixed for the term of any resultant Contract.

Tendered prices must be exclusive of Goods and Services Tax (GST).

Unless otherwise indicated, prices outlined in the Submission shall include all overheads, including but not limited to, disbursements, allowances, printing, delivery, transport, training, equipment and all applicable fees, levies, duties, taxes and charges.

Any charge not stated in the Submission, as being additional will not be allowed as a charge for any transaction under any resultant Contract.

1.15 Rejection of Tenders

A Tender will be rejected without consideration of its merits in the event that:

a) It is not submitted before the deadline;
b) It is not submitted at the place specified in the request.

A Tender may be rejected if it fails to comply with any other requirements of the Request.

1.16 Selection Criteria

The Tendered prices will be assessed against qualitative and compliance criteria to determine the most advantageous outcome to the Principal. The extent to which a Tender demonstrates greater satisfaction of each of these criteria will result in a greater score. The aggregate score of each Tender will be used as one of the factors in the final overall assessment of value for money.

Part 1	READ AND KEEP THIS PART

1.17 Compliance Criteria

These criteria are detailed within Part 5 of this document and will not be point scored. Each Tender will be assessed on a **Yes**/**No** basis as to whether the criterion is satisfactorily met.

An assessment of **"No"** against any criterion may eliminate the Tender from further consideration.

1.18 Qualitative Criteria

In determining the most advantageous Tender, the Evaluation Panel will score each Respondent's Offer against the qualitative criteria as detailed within Part 5 of this document. Each criterion will be weighted to indicate the relative degree of importance that the Principal places on that aspect of the goods or services being purchased.

NOTE: It is essential that Respondents address each qualitative criterion and provide suitable evidence to satisfactorily address each criterion.

Information that is provided addressing each qualitative criterion will be point scored by the Evaluation Panel.

Failure to provide the specified information may result in elimination from the Tender evaluation process or may result in a low score.

The Principal may use any additional information available to it in its assessment of Offers.
Before responding to the selection criteria, Tenderers must note that:

a) All information relevant to the response to each criterion is to be contained within your Tender;
b) Tenderers are to assume that the Evaluation Panel has no previous knowledge of the Tenderer, its activities or experience; Tenderers are to provide full details for any claims, statements or examples used to address each criterion; and
c) Tenderers are to address each issue outlined within a qualitative criterion.

1.19 Evaluation Process

Tenders will be evaluated using information provided in the Tender and using other information or experience regarding the Respondent of which the Principal may be aware.

1.19.1 Step 1 – Compliance Criteria

The Evaluation Panel will assess Tenders for compliance with the requirements of the Conditions of Tender and all Contract requirements, including requirements included in this RFT, those detailed in the Specifications and in any Design drawings.

These criteria are detailed within Section 5 (Respondent's Offer) of this document and will not be point scored. Each Tender will be assessed on a **Yes**/**No** basis as to whether the criterion is satisfactorily met. An assessment of **No** (meaning non-conforming) against any criterion may, at the Principal's absolute discretion, eliminate the Tender from further consideration.

1.19.2 Step 2 – Qualitative Criteria

Qualitative Criteria will be assessed using a point scoring system with a score being awarded for each area of part of each criterion.

Submissions will be assessed substantially using information and evidence provided within the Submission. The score will be weighted as detailed within Section 5 of this document.

Scoring of the Non- Priced component will take into account those aspects of the Tender that do not readily translate into absolute dollar values but provide a measure of the Respondent's capacity to satisfactorily provide the requirements of the Tender.

Each criterion is weighted to reflect its relative importance. Weighted scores are then summed to yield a total score.

1.19.3 Step 4 – Priced Attribute

The non-weighted cost method is used where functional considerations such as capacity, quality and adaptability are seen to be crucial to the outcome of the contract.

1.19.4 Tender Evaluation Clarification Period

The Principal as part of the tender evaluation process may seek clarifications from Respondents on details of its tender submission. All clarification correspondence relevant to the successful Respondent will form part of the final contract.

1.19.5 Risk Assessment

The Principal may have access to and give consideration to:

a) Any risk assessment undertaken by any credit rating agency;
b) Any information produced by a Bank, financial institution, or accountant of a Respondent;
c) Any litigation history available to the Principal;
d) Reference to documented evidence information held by the Principal relating to the Respondent's past performance;
e) Performance references supplied by the Respondent; and
f) Any other information that the Principal may have available to it.

Respondents may be required to provide to the Principal (or its nominated agent) upon request all such information as the Principal reasonably requires to satisfy itself that Respondent is financially viable and has the financial and performance capabilities to provide the Services for which they are submitting and to meet their obligations under any proposed Contract. The Principal reserves the right to engage (at its own cost) an independent financial assessor as a nominated agent to conduct financial and performance assessments under conditions of strict confidentiality. For this assessment to be completed, a representative from the nominated agent may contact you concerning the financial and performance information that the Respondent is required to provide.

The financial assessment is specifically for use by the Principal for the purpose of assessing Respondents and will be treated as strictly confidential.

The Principal may consider information obtained as part of its risk assessment process prior to making a recommendation for award of tender. A Respondent, who at the Principal's discretion, is considered to pose an unacceptable risk will not be recommended for award of tender.

1.19.6 Step 5 – Value for Money

The evaluation panel will make a series of value judgements based on the capability of the Respondents to complete the Requirements and a number of factors will be considered including:

a) the qualitative ranking of each Respondent;
b) the pricing submitted by each Respondent;
c) a risk assessment;
d) the Principal's budget

Once Tenders have been ranked, the evaluation panel will make a value judgement as to the cost affordability, qualitative ranking and risk of each Tender in order to determine the Tender which is most advantageous to the Principal, for recommendation for award of Tender. This means that, although price is considered, the Tender containing the lowest price will not necessarily be accepted, nor will the Tender ranked the highest on the qualitative criteria.

1.20 Acceptance of Tenders

The Principal is not bound to accept the lowest price offered and may reject any or all Tenders submitted.

The Principal will not accept a tender for part of the Requirements.

1.21 Notification Of Acceptance

A Tender shall be deemed to be accepted when a notice in writing of such acceptance is emailed to the Respondent.

Unless and until a Formal Agreement is prepared and executed, the Tender including the Tender documents, together with Principal's written acceptance thereof shall constitute the Contract between the Principal and the Respondent (referred to in the Contract as the Contractor).

1.22 Execution Of Formal Instrument Of Agreement

After acceptance of a Tender, the successful Respondent shall execute the Contract within 7 days of receiving it from the Principal.

1.23 Tender Validity Period

All Tenders will remain valid and open for acceptance for a minimum period of ninety (90) days from the Submission Deadline unless extended by mutual agreement between the Principal and the Respondent in writing.

1.24 Disclosure Of Contract Information

Documents and other information relevant to the contract may be disclosed when required by law under the *Freedom of Information Act 1992* or under a Court order.

All Respondents will be given particulars of the successful Respondent(s) or advice that no Tender was accepted.

1.25 Precedence Of Documents

In the event of there being any conflict or inconsistency between the terms and conditions in this Request and those in the Conditions of Contract, the terms and conditions appearing in the Conditions of Contract will have precedence.

1.26 Ownership Of Tenders

All documents, materials, articles and information submitted by the Respondent as part of or in support of a Tender will become upon submission the absolute property of the Principal and will not be returned to the Respondent at the conclusion of the Tender process provided that the

Respondent be entitled to retain copyright and other intellectual property rights therein, unless otherwise provided by the Contract.

1.27 Canvassing Of Officials

A Tender will be rejected without consideration if the Principal is reasonably satisfied that the Respondent canvassed any Councillor or Shire officer. This does not include a bona fide demonstration of machinery, equipment or thing connected with the Tender.

1.28 Identity Of The Respondent

The identity of the Respondent and the Contractor is fundamental to the Principal. The Respondent will be the person, persons, corporation or corporations named as the Respondent in Part 5 and whose execution appears on the Offer Form in Section 5.1 of this Request. Upon acceptance of the Tender, the Respondent will become the Contractor.

1.29 Evidence Of Respondent's Registration

It is a statutory requirement of the State of Western Australia that a Contractor or Subcontractor be registered or licenced to carry out the Requirements as described in the Tender documents, Part 5.2.6 Evidence of Respondent's Registration shall be completed as applicable.

1.30 Subcontractors

The Respondent shall provide the details of any Subcontractors to be engaged for the Principal's approval.

1.31 In-House Tenders

The Principal does intend to submit an in-house Tender.

1.32 Land Tenure

N/A

Part 2	READ AND KEEP THIS PART

2 Scope of Requirements

2.1 Introduction

An invitation is extended to submit a written tender for the following:
The Shire of Brookton is seeking submissions from suitably experienced organisations for the provision of Landfill Site Management service based on a five (5) year performance contract, with the option to extend for a further five (5) year period at the discretion of Council.

Quotations must be in accordance with the Specification, Scope of Works and Criteria. Please ensure your written Quotation is lodged prior to the Closing Time and date, being XXXXXXXXXXX
Other parameters are included as part of the evaluation process, please see section 5 for further details.

2.2 Submission Response

The following checklist has been provided to assist you with your submission. Where it is necessary to provide additional information, please ensure that all documents are clearly marked with the relevant Attachment title to assist the evaluation panel with their assessment.

ORGANISATIONAL PROFILE		
Attach a copy of your organisation structure and provide background information on your company and label it "Organisation Structure".	**"Organisation Structure"**	Tick if attached ☐
If companies are involved, attach their current ASC company extracts search including latest annual return and label it "ASC Company Extracts".	**"ASC Company Extracts"**	Tick if attached ☐
REFEREES		
Attach details of your referees and label it "Referees". You should give examples of work provided for your referees where possible.	**"Referees"**	Tick if attached ☐
AGENTS		
Are you acting as an agent for another party?	Yes / No	
If Yes, attach details (including name and address) of your principal and label it "Agents".	**"Agents"**	Tick if attached ☐
TRUSTS		
Are you acting as a trustee of a trust?	Yes / No	
If Yes, in an attachment labelled "Trusts": give the name of the trust and include a copy of the trust deed (and any related documents);and if there is no trust deed, provide the names and addresses of beneficiaries.	**"Trusts"**	Tick if attached ☐
SUBCONTRACTORS		
Do you intend to subcontract any of the Requirements?	Yes / No	
If Yes, in an attachment labelled "Subcontractors" provide details of the subcontractor(s) including:	**"Subcontractors"**	Tick if attached ☐

Part 2 READ AND KEEP THIS PART

the name, address and the number of people employed; and the Requirements that will be subcontracted.		
CONFLICTS OF INTEREST		
Will any conflict of interest in the performance of your obligations exist if you are awarded the Contract, or are any such conflicts of interest likely to arise during the Contract?	Yes / No	
FINANCIAL POSITION		
Are you presently able to pay all your debts in full as and when they fall due?	Yes / No	
Are you currently engaged in litigation as a result of which you may be liable for $50,000 or more?	Yes / No	
If you are awarded the Contract, will you be able to fulfil the Requirements from your own resources or from resources readily available to you and remain able to pay all of your debts in full as and when they fall due?	Yes / No	
In order to demonstrate your financial ability to undertake this contract, in an attachment labelled "Financial Position" include a profit and loss statement and the latest financial return for you and each of the other proposed contracting entities, together with a list of financial referees from your bank and/or accountant.	**"Financial Position"**	Tick if attached ☐
INSURANCE COVERAGE		
The insurance requirements for this Request are stipulated in the Special Conditions. Tenderers are to supply evidence of their insurance coverage in a format as outlined below or in an attachment labelled "Insurance Coverage". A copy of the Certificate of Currency is to be provided to the Principal within fourteen days of acceptance.	**"Insurance Coverage"**	Tick if attached ☐

Type	Insurer – Broker	Policy Number	Value ($)	Expiry Date
Public Liability				
Contractors Risk				
Workers Compensation				
Professional Indemnity				
Volunteer Personal Accident				
Motor Vehicle & Plant Insurance				

Part 3	READ AND KEEP THIS PART

3 Specifications

3.1 Introduction

The Shire of Brookton operates a municipal sanitary landfill site on Reserve 24588 (Loc 7857) Brookton Highway – Brookton, with the established facility required to operate in accordance with the Department of Environmental Regulation's (DER) Landfill Licence for this facility.

Accordingly, this contract applies to management of the landfill facility on behalf of and acting as the agent for the Shire of Brookton, to ensure delivery of services to residents and businesses within this municipality in conformity with the DER Landfill Licence conditions.

3.2 Scope of Work

The Contractor shall be responsible for all operations, labour, materials, supervision, administration and all other tasks aligned to the following activities at the Brookton landfill site:

a) Liaise with the Shire's designated representative, as required, to ensure the requirements of this contract are being met;
b) Undertake daily rubbish compaction;
c) Cover all compacted deposited material (other than separately stockpiled green waste) at the end of each operational week with suitable cover material at the required depth of cover as specified in the Shire's Landfill Licence;
d) Import suitable fill material as necessary (having at least 2 weeks stockpile on hand);
e) Provision of landfill site attendants to:
    i. segregate wastes as required,
    ii. direct all vehicles to the correct tipping locations,
    iii. refuse entry to or the dumping of any materials designated from time to time by the Shire as unacceptable materials, as defined in the Shire's Landfill Licence and/or displayed on signs within the facility;
    iv. identify and report matters that present an occupational, safety, health or environmental risk.
f) Collect windblown litter from the site boundaries once a month and deposit the collected rubbish back in the landfill cell;
g) Effect vermin and fly control;
h) Establish and maintain the resource recovery area at the site;
i) Separate wastes for recycling and deposit in resource recovery area, as required;
j) Assist with the development and implementation of the Shire's landfill documentation, in accordance with the DER Landfill Licence conditions, including:
    - conduct of annual landfill volumetric surveys, such as the Annual Waste Census;
    - monitoring of each landfill cell in relation to holding capacity and projected need for a new cell to be established;
    - preparation and review of the landfill management plan;
    - recording of all incoming rubbish details, including tonnages and cubic metres and provision of monthly summaries to the Shire ;
    - identification and monitoring of impacts (environmental harm, OHS, etc).
k) Immediately respond to any incidents (such as malicious damage, theft, injury or fire), notify respective authorities and complete and submit an incident report to the Shire;
l) Assist with the stock piling of green waste in accordance with DER licence conditions and Shire instructions

Part 4	READ AND KEEP THIS PART

4 Landfill Operational Requirements

4.1 Attendance

The Contractor shall at its expense engage attendant staff to always be present on site when the landfill facility is open to the public to:

- Check ratepayers' tip passes.
- Direct users with regard to disposal of waste.
- Administer the charging of applicable fees (including completing relevant paperwork) for the disposal of various types waste in accordance with the Shire's Schedule of Fees and Charges applicable to each financial year of operation.

4.2 Opening Times

In relation to opening times for the Landfill Facility the following shall apply:

a) The site shall be kept open to the public from 9:00 am to 3.00pm on Saturdays and Mondays and 10:00am to 3:00pm on Sunday.

b) The site shall be closed on Christmas Day, New Year's Day and by default on Good Friday.

c) Any variations by the Contractor to these times must first be approved in writing by the Shire and advertised at the Contractor's expense in the local Brookton newspaper using the Shire's logo.

d) The Shire may vary these times but must give the Contractor at least 1 months' notice where the Shire will advertise the variation at its expense.

e) Where a public holiday falls on a Monday (other than Christmas Day and New Year's Day) the Contractor shall make arrangements for the site to be open and attended by a person engaged by the Contractor.

4.3 Access to site outside of contract hours

The Shire reserves the right to enter the site outside of contract hours for the purpose of depositing Shire generated waste and to allow others to deposit such waste and on such occasions as directed by the Chief Executive Officer (CEO). Such other occasions will be limited to needs of an urgent or special nature and will be supervised by Council staff to ensure appropriate dumping occurs.

4.4 Access to site by authorised persons outside of contract hours

The CEO has authorised the following persons to enter the site outside of contract hours to dispose of the following waste:

- The proprietor of Brookton Quality Meats for the disposal of animal carcasses and animal offal; and
- The proprietor of Brookton Plumbing Services for the disposal of contents of septic tanks, the pump outs from holding tanks or an apparatus for the treatment of sewerage.

4.5 Security and Fencing

The Contractor shall maintain the existing perimeter fences and lockable gate to the present condition, carry out a monthly inspection of the perimeter fence and advise the Shire where repairs are necessary. All gates must be locked outside of opening hours.

4.6 Dust Nuisance and Litter Control

The Contractor shall:

- At all times conduct the landfill operations in a manner so as to minimise nuisance from dust, noise and windblown litter;

-
- Ensure sufficient fencing is erected around the tipping face to prevent windblown litter from escaping the site, and remove all litter from these fences on a weekly basis.
- Clean up the landfill site on a monthly basis or at such other times as required or directed by the Shire's representative to remove litter that has escaped the boundary perimeter fence.

4.7 Pest and Vermin Control

All waste deposited shall on the day of delivery be sorted and separated, compacted and covered in the manner described in this document to minimise exposure to vermin.

4.8 Fire Protection

Fire protection of the site shall be the Contractor's responsibility, with:

- Burning of sanitary landfill waste under any circumstances being forbidden.
- Burning of stockpiled green waste only permitted in accordance with Department of Environment Licence conditions, as well as conditions contained on an appropriate burning permit obtained from the Shire.

The Contractor shall on the days of operation be responsible for immediately notifying all relevant firefighting authorities and the Shire, should a fire occur on landfill site Reserve 24588 (Loc 7857).

4.9 Earthworks

The following earthworks shall be performed by the Contractor as part of the landfill operations:

a) The digging of the waste disposal cells. The length of the active tip face for each cell shall be restricted to a maximum of 10 metres to ensure optimum control of dust, pests, litter and odour. The tipping face shall be compacted to a slope not greater than one (1) vertical to three (3) horizontal. At the end of the day's compaction the horizontal face and the top third of the vertical face is to be covered with fill. There shall be only one tipping face operational at one time (in addition to items for segregation). No excavation or rubbish disposal shall be conducted within thirty-five metres of any of the perimeter site boundaries.

b) The Contractor shall spread and compact the deposited waste in layers not exceeding 500mm. Successive layers shall be built up until each stage has reached a maximum depth of 2 metres before a new level or platform is to be created. The compacted rubbish shall be covered daily, with a minimum of 150mm of fill, immediately prior to the closure of the Site for the Day. If the rubbish is not compacted within 72 hours of being deposited, then Council may arrange to have the rubbish covered and recover the costs thereof from the Contractor.

c) Burials of Class 4 waste such as offal, carcasses, asbestos, medical waste and others as nominated from time to time by the Shire shall be conducted as a single operation in the minimum amount of time so as to prevent exposure, odours and pests. Asbestos is to be buried in a designated sign posted area, nominated by the Shire's Representative. An asbestos register book is to be kept and maintained by the Contractor and presented to the Shire or DER representative on request.

d) Final cover shall consist of a minimum of 0.5 metres of sandy loam or finer material. Side batters shall be no steeper than one (1) vertical to three (3) horizontal. Final cover earth works shall be neatly back bladed to ensure no windrows greater than 150mm exist.

Part 4	READ AND KEEP THIS PART

4.10 Site Drainage

The Contractor shall maintain existing drainage at the site in a working condition. Stormwater entry to the working section of the site shall be minimised. The Contractor shall also undertake such internal drainage measures as necessary to ensure continued accessibility at all times that the site is open to the public.

4.11 Contractor's Staff

The Contractor shall be responsible and accountable for:

a) The employment of suitably qualified and competent staff with required licenses and training to use and/or operate all relevant plant/equipment for the operations of the landfill facility as to be performed and observed by the Contractor. Staff qualifications shall be produced within 48 hours at the request of the Shire.

b) The induction of new staff at work at the landfill facility, including ensuring a full understanding of Occupational Health and Safety responsibilities and procedures.

c) The honesty, sobriety and good conduct of all persons engaged by the Contractor in or around the site, and shall ensure all staff act in a civil and obliging manner as prescribed by the Shire's Code of Conduct appended to the Landfill Operations Contract and that may be amended from time to time.

d) The Shire may by writing require the Contractor to remove from the site any employees or contractors the Shire considers unfit to carry out the work, or who for other good and reasonable cause should be removed. On receipt of such notice the Contractor shall remove the said employee from the site forthwith.

4.12 Green Waste

The Contractor shall ensure that the green waste is separately stockpiled from all other types of waste. Prior to entry to the site all green waste is to be checked for rubbish contamination. Any rubbish found is to be removed from the green waste prior to disposal.

4.13 Recycling

The Contractor shall administer a recycling/re-use program to minimum landfill, and in doing so:

a) Has full salvage rights and is entitled to all revenue collected from the recycling or re-use of waste materials disposed of at the landfill facility.

b) The Contractor shall maintain the site in a neat and accessible manner. The Contractor may sublet the collection of recyclables. Accurate figures of amounts of recyclables processed must be kept and presented to the Shire as part of the landfill report. All recyclable materials shall be located in a designated recycling area.

c) Under the direction of the CEO the Contractor shall cooperate with any trials or experiments involving the treatment, processing or recycling of any waste at the landfill site at not cost to Contractor.

4.14 Hazardous Materials

- Contractor shall not store any materials on the site without the written approval of the Shire, including any recyclables and storage of fuel.

- The Contractor shall not permit waste appearing to be toxic or noxious to be deposited Environmental Health Officer.

Part 5	READ AND KEEP THIS PART

5 Contract Administration

5.1 Performance Audits

The Shire may audit, or engage a third party to audit, the performance of the Contractor in performing the management responsibilities of the Landfill facility at any time, without notice to the Contractor.

The Contractor shall, where requested, provide assistance to the Shire in performing the compliance audit, without limiting the obligations of the Contractor.

5.2 Payment

The Contractor shall be paid based on:

- A contractual rate per month for the days of operation as prescribed in Section 3.2 of this specification.
- An annual adjustment to the contract rate of a 2 per cent increase or the Perth CPI as calculated at 1 July each year as published by the Western Australian Treasury Department, whichever is the greater.
- Invoicing to be submitted to Shire on a monthly basis that details the days and hours of operation for the previous month.

5.3 Insurances

The Contractor shall maintain and provide to the Shire, on an annual basis, "Certificate of Currency" to the following insurance policies:

a) Public liability insurance in the sum of at least $20,000,000 in respect of any one occurrence and for an unlimited number of claims.

b) Workers Compensation or Personal Accident Insurance cover as required by law (whichever may apply).

5.4 Termination

The Contractor shall do all things necessary and as reasonably requested by the Shire to enable and ensure all contractual obligations are met to a satisfactory standard. However, if the Contractor fails to comply with the obligations of this contract, the Shire may:

a) Give written direction to the Contractor to remedy the standard of collection service immediately or within a reasonable time frame as specified by the Shire.

b) Terminate the contract in accordance with the contract conditions that includes a minimum notice period of five (5) working d

Part 6	COMPLETE AND RETURN THIS PART

6 Respondent's Offer

6.1 Offer Form

The Chief Executive Officer
Shire of Brookton
14 White St
Brookton WA 6306

I/We (BLOCK LETTERS) Of (ADDRESS) ABN/GST Status ..... ACN (if any) :

Telephone No:

Postal Address (*if different*): .....

E-mail: .....

In response to this Request 02/2026 MANAGEMENT FOR THE BROOKTON LANDFILL FACILITY
I/We agree that I am/We are bound by and will comply with this Request and its associated schedules, appendices, attachments, all in accordance with the Conditions of Responding contained in this signed and completed Request.

The quoted price is valid up to ninety (90) calendar days from the date of the Response closing unless extended by mutual agreement between the Principal and the Respondent in writing.
I/We agree that there will be no cost payable by the Principal towards the preparation or submission of this Response irrespective of its outcome.

The tendered consideration is as provided under the Schedule of Prices in the prescribed format and submitted with this Response.

Dated this ..... day of .....20.....

Signature of authorised signatory of Tenderer: .....

Name of authorised signatory (BLOCK LETTERS): .....

Position: .....

Telephone Number: .....

Authorised signatory Postal address: .....

Email Address:.....

6.2 Respondent's Response

Response forms are to be submitted to tenders@brookton.wa.gov.au
Where requested to provide additional information, ensure that all documents are clearly marked with the relevant attachment title to assist the evaluation panel with their assessment.

Part 6	COMPLETE AND RETURN THIS PART

Failure to provide any of the information where requested may result in the termination of assessment and rejection of the submission.

(NOTE: All pages within Part 5 must be completed and returned to the Principal via tenders@brookton.wa.gov.au as they form part of the Tender submission).

6.3 Contact Details

Name of Tenderer's contact person for RFT enquiries	
Telephone number of Tenderer's contact person for RFT enquiries	
Email address of Tenderer's contact person for RFT enquiries	

6.4 Completion Date

Is the Respondent able to guarantee completion of the Works in accordance with Specification requirements, the nominated time frames and the Conditions of Contract?	Yes / No

6.5 Referees

Provide details of at least two referees, in an attachment labelled **"Referees"**. Examples of work for the referees should be provided where possible. Details provided are to include referee contact phone numbers.

NOTE: The Shire of Brookton may be cited as a referee if appropriate. Do not nominate a specific officer of the Shire. If the Shire is cited, an additional referee may be required.

6.6 Agents

Are you acting as an agent for another party?	Yes / No
If Yes, provide details (including name and address) of your Principal in an attachment labelled **"Agents"**.	

6.7 Subcontractors

Do you intend to subcontract any of the Requirements?	Yes / No
If Yes, in an attachment labelled **"Subcontractors"** provide details of the subcontractor(s) including: (a) the name, address and the number of people employed; and (b) The Requirements that will be subcontracted.	

Part 6	COMPLETE AND RETURN THIS PART

6.8 Respondent's Registration

Do all employees and proposed Sub-contractors hold current licenses and qualifications for all of the respective work areas? *(Copies of all licenses and qualifications and will be required prior to the commencement of Works)*	Yes / No

6.9 Conflicts Of Interest

Would there be any actual or potential conflict of interest for your organisation in the performance of a Contract resulting from this RFT, or are any such conflicts of interest likely to arise during such a Contract?	Yes / No
If Yes, please supply in an attachment labelled **"Conflicts of Interest"**, details of any actual or potential conflict of interest and the way in which any conflict would be dealt with.	

6.10 Financial Position

1. Are you presently able to pay all your debts in full as and when they fall due?	Yes / No
2. Are you currently engaged in litigation as a result of which you may be liable for $50,000 or more? If Yes please supply in an attachment labelled **"Current Litigation"**, details of current litigation which includes supporting court documentation and expected approximate value of settlement, costs and likely disbursements.	Yes / No
3. If you are awarded the Contract, will you be able to fulfil the Requirements from your own resources or from resources readily available to you and remain able to pay all of your debts in full as and when they fall due?	Yes / No

6.11 Mandatory Site Inspection And Briefing

DELETED – THIS CRITERION IS NOT APPLICABLE TO THIS TENDER.	N/A

6.12 INSURANCE COVERAGE

The insurance requirements for this Request are stipulated in the General Conditions of Contract. Tenderers are to supply evidence of their insurance coverage in a format as outlined below by supplying an attachment labelled "**Insurance**". A blank formatted attachment (Insurance.docx) is available to download from 360. Insurance.docx is to be completed and uploaded to 360 at this clause.

A copy of the Certificate of Currency is to be provided to the Principal prior to the commencement of works.

Part 6 COMPLETE AND RETURN THIS PART

Type	*Insurer – Broker*	*Policy Number*	*Value ($)*	*Expiry Date*
Public Liability				
Contract Works				
Workers Compensation				
Vehicle and Equipment				

6.13 Compliance With The Conditions Of Contract

Respondents are required to indicate their agreement to be bound by and comply with the Contractual Conditions outlined in this Request for Tender. The Contractual Conditions outlined in this Request for Tender are hereby agreed and understood.	Yes / No

6.14 Regional Price Preference

Is your business eligible for the application of the Regional Price Preference? *There are two (2) levels of preference; Regional Business and Regional Content. Consult Part 2.17.4 for more information.*	Yes / No
If Yes, please refer to the **"Regional Price Preference Form"** contained in Part 6 for more information on claiming the Preference.	

6.15 5.2.13 Electronic Signature Consent

If successful, do you consent to signing the contract electronically? *The Principal uses Adobe Sign to facilitate its Contract execution process for consenting signatories. Use is free for signatories, however consent must be substantiated to validate signatures under the Electronic Transactions Act 2011.*	Yes / No
If Yes, the details of your authorised signatory(s) will be requested upon award	

Part 7	COMPLETE AND RETURN THIS PART

7 Selection Criteria

7.1 Compliance Criteria

Please select either **yes** or **no** below to indicate compliance with the following Compliance Criteria.

An assessment of **"No"** against any of the compliance criteria below may result in the termination of assessment and rejection of the submission.

	Description of Compliance Criteria	
1)	Did the Respondent indicate compliance with the Completion Date?	Yes / No
2)	Have details of two **referees** been provided?	Yes / No
3)	Has section **5.2.4 Agents** been complied with?	Yes / No
4)	Has section **5.2.5 Subcontractors** been complied with?	Yes / No
5)	Has section **5.2.6 Respondents Registration** been responded to in the affirmative (Yes)?	Yes / No
6)	Has section **5.2.7 Conflicts of Interest** been complied with?	Yes / No
7)	Has section **5.2.8 Financial position** 1) been responded to in the affirmative (Yes)?	Yes / No
8)	Has section **5.2.8 Financial position** 2) been complied with?	Yes / No
9)	Has section **5.2.8 Financial position** 3) been responded to in the affirmative (Yes)?	Yes / No
10)	Have details of **Insurance Coverage** been provided?	Yes / No
11)	Has section **5.2.12 Compliance with Conditions of Contract** been responded to in the affirmative (Yes)?	Yes / No
12)	Did the Respondent provide a properly completed **Offer Form, Pricing Schedule** and **Safety Management Questionnaire**?	Yes / No
13)	Are the provided documents unaltered other than for the addition of requested information?	Yes / No

7.2 Qualitative Criteria

Before responding to the following qualitative criteria, Respondents must note the following:

- All information relevant to responses to each criterion are to be contained within the Tender;
- Respondents are to assume that the Evaluation Panel has no previous knowledge of the organisation, its activities or experience, although the Evaluation Panel may use any additional information available to it in its assessment of Tenders;
- Respondents are to provide full details in support of any claims, statements or

Part 7	COMPLETE AND RETURN THIS PART

examples used to address the qualitative criteria; and

- Respondents are to address each issue outlined within each qualitative criterion.

1) **Relevant Experience**	**50%**
Respondents should, as a minimum, address the following: (a) Provide details of similar project works that the organisation has undertaken. Details to include: i. Client; ii. Length of the Contract; iii. Approximate value of Contract; iv. Scope of Contract; and v. Client contact details (email address and phone number) *Note: Supply details in an attachment labelled "**Relevant Experience**".*	**Tick if attached** ☐

2) **Methodology**	**30%**
Respondents should describe their proposed methodology. Respondents should, as a minimum, address the following information: (a) Provide a detailed description of the proposed methodology that the organisation proposes to employ to undertake the works; (b) Provide details of the organisation's quality assurance policy or quality assurance systems. *Note: Supply details in an attachment labelled "**Methodology**"*	**Tick if Attached** ☐

3) **Resources**	**20%**
Respondents should, as a minimum, address the following: (a) Provide a copy of the organisation structure chart and provide background information on the organisation; (b) Plant and equipment inventory; (c) Information of personnel (d) Any contingency measures or back up of resources including personnel and machinery; and (e) Current Capacity: Provide a list of current contract commitments including commencement and programed completion dates. *Note: Supply details in an attachment labelled "**Resources**".*	**Tick if Attached** ☐

Part 7	COMPLETE AND RETURN THIS PART

4) Safety Management	Non-weighted

This questionnaire forms part of the Principal's Tender assessment and is to be completed and submitted by the Respondent. The objective of the questionnaire is to provide an overview of the status of the Respondent's safety management system. Respondents may be required to verify their responses in the questionnaire if required by the Principal. **Note: Supply details in an attachment labelled "Safety Management".**

1	OHS Policy and Management	YES	NO	Tick if att.
1.1	**Is there a written company health and safety policy?** If yes, provide a copy of the policy			☐
1.2	**Does the Respondent have an OHS Management System?** If yes, provide details			☐
1.3	**Is the OHS Managements System audited or reviewed on a regular basis?** If yes, provide a copy of the last audit			☐
2	**Safe Work Practices and Procedures**	**YES**	**NO**	**Tick if att.**
2.1	**Has the Respondent prepared safe operating procedures or specific safety instructions relevant to its operations?** If yes, provide a summary listing of procedures or instructions			☐
2.2	**Are there company safety induction programs for employees and/or Subcontractors.** If Yes, provide details			☐
2.3	**Please provide a completed training/qualification list for employees who will be carrying out work against Contract.**			☐
2.4	**Is there a documented incident investigation procedure?** If yes, provide a copy of a standard incident report form			☐
3	**Safety and Health Workplace Inspections**	**YES**	**NO**	**Tick if att.**
3.1	**Are regular health and safety inspections at worksites undertaken?** If yes, provide a copy of the workplace inspection process			☐
3.2	**Is there a procedure by which employees can report hazards at workplaces?** If yes, provide hazard report form			☐

Part 7	COMPLETE AND RETURN THIS PART

7.3 Price Information – Quantitative Criteria

All prices are to be tendered exclusive of GST.
Pricing is required to design and construct the three buildings as per the specification at Part 3; so that all buildings are able to be commissioned this financial year.

PRICING	NON-WEIGHTED
Tender	Lump sum Price Ex. GST
RFT 02/2026 MANAGEMENT OF THE BROOKTON LANDFILL FACILITY	$
TOTAL	$
Itemise any other applicable costs	
GRAND TOTAL	$

7.4 Schedule Of Rates

PRICING – schedule of rates			NON-WEIGHTED	NON-WEIGHTED
Key personnel	Role	Experience (in years) and qualifications	Hourly rate (ex GST)	Daily rate (ex GST)

13.09.26 COMMUNITY SERVICES REPORTS

13.09.26.01 COMMUNITY CHEST FUNDING APPLICATION – ANNUAL COMMUNITY FUNDING – BROOKTON COMMUNITY INCORPORATED

File No:	FIN008D
Date of Meeting:	24 September 2026
Location/Address:	N/A
Name of Applicant:	Brookton Community Incorporated
Name of Owner:	N/A
Author/s:	Jessika Ashworth – Community Development Officer
Authorising Officer:	Jessika Ashworth – Community Development Officer
Declaration of Interest:	The author and authorising officer do not have an interest in this item
Voting Requirements:	Simple Majority
Previous Report:	Nil

Summary of Report:
Council is to consider the application of the Brookton Community Inc. for the Community Chest Funding under Policy 2.14 – Annual Community Funding – Not for Profit Community organisation - Assistance.

Description of Proposal:
Brookton Community Inc. is seeking Council's consideration for a grant of $1,000 under the Community Chest Fund for funding assistance towards its annual public liability and organisational insurance costs.

The applicant advises that BCI supports the ongoing sustainability of local community organisations and assists groups to continue delivering activities and projects that benefit Brookton residents. The application notes that BOTT and BCG have secured grant funding for community projects and delivered a range of free and low-cost community events. Continued operation of BCI is intended to support further community development, volunteer participation and local initiatives.

The Community Chest Fund Application form is attached. Attachment 13.09.26.01A.

Background:
BCI was established in 2019 to support local not-for-profit groups through shared resources, volunteers, and reduced overhead costs. The organisation aims to strengthen existing community groups, encourage the formation of new groups, and reduce operating expenses such as insurance, lease fees and association costs. Current member groups include Brookton Onward Town Team (BOTT) and Brookton Community Garden (BCG)

Consultation:
There has been no consultation regarding this matter.

Statutory Environment: Nil.

Relevant Plans and Policy:
Policy 2.14 – Community Chest Fund applies, with assessment against the relevant selection criteria detailed below:

Funding Category	Funding Amount	Guidelines
Not for Profit Community Organisation - Assistance	Maximum $1,000 per annum	• Only available to incorporated bodies. • Funding toward offsetting the cost of Shire rates, building utilities (gas, electricity, water), and / or insurance costs incurred by the organisation who own and occupy their own building within the Shire of Brookton. • Satisfactory evidence of such costs being incurred by the organisation in the same financial year must be produced. Invoices must be in the name of the organisation applying. • The organisation must demonstrate financial need for such support.

Financial Implications:
The Community Chest Fund was set at $20,000 for the 2026/27 financial year.

Funding applications totalling $2,666 are being presented for approval at this meeting. This leaves a balance of $17,334 for the remainder of the financial year.

Risk Assessment:
The risk in relation to this matter is assessed as "Low".

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

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

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

Comment:
On assessment the application adequately addresses the stated criteria under Policy 2.14 – Annual Community Funding – Not for Profit Community Organisation - Assistance. It is recommended Council endorse the grant of $1,000 from the Community Chest Fund.

OFFICER'S RECOMMENDATION

That Council approves the application from Brookton Community Inc., included at Attachment 13.09.26.01A, for funding of $1,000 from the Community Chest Fund to assist with Brookton Community Inc.'s eligible insurance costs.

OCM 09.26-07

COUNCIL RESOLUTION

Moved Cr McCabe Seconded Cr Copping

That Council approves the application from Brookton Community Inc., included at Attachment 13.09.26.01A, for funding of $1,000 from the Community Chest Fund to assist with Brookton Community Inc.'s eligible insurance costs.

CARRIED BY SIMPLE MAJORITY VOTE 7 /0

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

Attachments

Attachment 13.09.26.01A – Brookton Community Incorporated Community Chest Fund Application

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Community Chest Fund Application Form

Post your completed application to:

PO Box 42, Brookton, WA 6306

Or deliver to:

Shire of Brookton, 14 White Street, Brookton

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

OFFICIAL

Community Chest Fund

Application Form

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

NAME OF ORGANISATION: .Brookton Community Inc.

CONTACT PERSON: Naomi Eyre

POSITION: Vice President

POSTAL ADDRESS: 103 Robinson Road, Brookton

PHONE: N/A **MOBILE:0438090702**

EMAIL: BCI_Secretary@outlook.com

ORGANISATION'S ABN: 25679014767

REGISTERED FOR GST? NO **IS YOUR ORGANISATION INCORPORATED** YES

NAME OF PROJECT OR EVENT: BCI Insurance

ESTIMATED START DATE: Insurance 2027 ESTIMATED COMPLETION DATE: 2027.

REQUESTED COMMUNITY CHEST FUNDS: $1000

Please tick which funding category you are applying for
Please review the Community Chest Fund Policy on the Shire of Brookton's website www.brookton.wa.gov.au for comprehensive grant guidelines.

Annual Community Funding		Individual Funding	
☐	Community & Strategic Partnership Grants	☐	Individual
☐	Community Support	☐	Not for Profit Community organisation – member
☐	Equipment Purchase	☐	Youth Leadership Development
X	Not for Profit Community Organisation – Assistance		

Shire of Brookton
Growing the future

1. BRIEF DESCRIPTION OF PROJECT/EVENT:

BCI was started in 2019 as a way to help local not-for-profit community groups share resources and volunteers in the climate of low man-power and less disposable income. This type of assistance is still needed for community groups in Brookton, and BCI is now in a position to expand our group membership and to provide opportunities for existing Brookton groups as well as the formation and nurturing of new groups. We are working on multiple strategies for growing our member ranks and thereby lowering the contributory cost of overheads such as insurance, lease fees, association fees, etc. for each group. Keeping overhead costs reasonable would incentivise the creation of new community groups, new membership of existing local groups, and benefit our existing member groups Brookton Onward Town Team (BOTT) and Brookton Community Garden (BCG).

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

The funds will go towards payment of our $2070.25 insurance premium. This was the cost for 2026, we anticipate a similar cost next year.

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

BCI was created in 2019 for community benefit, and our objective, as stated in our Rules of Association, is to help existing groups keep functioning in the Shire as well as to encourage new groups to start. Our current members, BCG and BOTT, contribute, by design, significantly to the community. In the past year over $10,196.50 worth of grants have been brought into the Shire of Brookton by these two groups alone, and both groups have held multiple free or low-cost community-wide events. BOTT was successful in fulfilling a Town Team Movement/RAC/Main Roads WA grant under the Streets Alive program for traffic calming Masterplan for Robinson Rd, with this project completed BOTT our now in the process to begin applying for stage 2 grants for ongoing road safety projects in conjunction with Main Roads WA and the Shire of Brookton. BOTT also consistently collaborates with other local organisations such as the OTMS, the CRC, the Country Club, Seabrook Aboriginal Corporation, BDHS and BCG as volunteers on tap to deliver their respective programs and events. BCG has held multiple seasonal events in the Community Garden, is now working with Brookton District High school students each week to help them connect to the community in a productive way. This is all happening while they continue to transform the old tennis courts into a space for everyone in Brookton to enjoy with the added benefit of low-cost by donation fresh seasonal produce.

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

This project aligns with Brookton15 by incentivizing and supporting the growth and health of BCI, which connects to three main areas of BROOKTON15 but has almost unlimited potential. As it stands, BCI contributes to Community Spirit (community connectiveness and volunteer engagement), Celebrated Life (all age well-being) and Celebrated Place (Environment). Current BOTT and BCG events and activities will also help make Brookton a beautiful, welcoming and safe Stop-over Destination.

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

Now that the stable future of BCI is secured, our organization is once again positioned to grow.
BCI are pro-active in working with the CRC and other community groups to encourage and increase future BCI memberships.

6. ACKNOWLEDGEMENT OF SHIRE OF BROOKTON SPONSORSHIP

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

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

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

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- ☐ Verbal announcements at the project/event.
- ☒ Other.

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INCOME	$	EXPENDITURE	$
Applicant's cash contributions		Materials	
Sponsorship		Labour	
Donations in cash		Hire of Equipment	
Other grants		Office/Administration	
Catering Sales		Venue hire	
Fees and Charges e.g. stalls		Advertising	
Gate/Door entry fees		Catering Costs	
		Entertainment	
Other Income **(Please List)**		Other Expenditure **(Please List)**	
BOTT Fundraising	$535.15	Current Insurance Quote	$2070.25
BCG Fundraising	$535.15		
Community Chest Fund	$1000		
Total of Community Chest Funds requested in cash*			
Total of Community Chest Funds requested in-kind (e.g. Town Hall hire fee waived if applicable/required)			
TOTAL INCOME	2070.25	**TOTAL EXPENDITURE**	2070.25

YOUR INCOME MUST EQUAL YOUR EXPENDITURE

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

7. HAS YOUR ORGANISATION RECEIVED COMMUNITY CHEST FUNDING IN THE PREVIOUS FINANCIAL YEAR YES

HAS THE ACQUITTAL PROCESS BEEN COMPLETED? Yes

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

$1000.00

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

.....

.....

8. FUNDING CONDITIONS:

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

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

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

PRINT NAME: Naomi Eyre .....

POSITION: **Vice President** .....

SIGNATURE: ..... **DATE:** 20/8/2026.....

13.09.26.02 COMMUNITY CHEST FUNDING APPLICATION – ANNUAL COMMUNITY FUNDING – BROOKTON COUNTRY WOMEN'S ASSOCIATION

File No:	FIN008D
Date of Meeting:	24 September 2026
Location/Address:	N/A
Name of Applicant:	Brookton Country Women's Association
Name of Owner:	N/A
Author/s:	Jessika Ashworth – Community Development Officer
Authorising Officer:	Jessika Ashworth – Community Development Officer
Declaration of Interest:	The author and authorising officer do not have an interest in this item
Voting Requirements:	Simple Majority
Previous Report:	Nil

Summary of Report:
This item relates to the application made by the Brookton Country Women's Association (CWA) for the Community Chest Funding under Policy 2.14 – Annual Community Funding – Community Support.

Description of Proposal:
Brookton CWA is seeking Council's consideration for a grant of $1,666 under the Community Chest Fund to fund catering costs to help celebrating 100 years of service to the Brookton community in 2026. The total project budget is $2,500, with the Brookton CWA contributing $834 toward the overall cost.

The proposed Centenary Celebration will bring together past and present members, invited guests and community members to recognise the significant contribution of the CWA to the Brookton community over the past century. Activities will include a morning tea and luncheon, providing an opportunity for attendees to reflect on the organisation's history, acknowledge volunteer contributions and celebrate its ongoing role within the community.

The Community Chest Fund Application form is attached. Attachment 13.09.26.02A.

Background:
The Brookton CWA is celebrating 100 years of service to the Brookton community in 2026, providing social connection, volunteer support and community development opportunities for local residents.

The proposed Centenary Celebration aims to recognise this significant milestone by bringing together past and present members, community members and invited guests to acknowledge the Brookton CWA's contribution to Brookton social history and community wellbeing.

Consultation: Nil
Statutory Environment: Nil.

Relevant Plans and Policy:
Policy 2.14 – Community Chest Fund applies, with assessment against the relevant selection criteria detailed below:

Funding Category	Funding Amount	Guidelines
Community Support	Maximum $6,000 cash support per financial year.	• Only available to incorporated bodies. • Available to applicants to support a community project, program, or event (excludes capital works to buildings). • Funding requires matched funding of 1/3 – Community Group 2/3 Shire Grant. • Applicants must demonstrate their ability to match (cash/in-kind) Shire of Brookton grant support. • Applications can be made at any time throughout the year.

Financial Implications:
The Community Chest Fund was set at $20,000 for the 2026/27 financial year.

Funding applications totalling $2,666 are being presented for approval at this meeting. This leaves a balance of $17,334 for the remainder of the financial year.

Risk Assessment:
The risk in relation to this matter is assessed as "Low".

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

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

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

Comment
On assessment the application adequately addresses the stated criteria under Policy 2.14 – Annual Community Funding – Community Support. It is recommended Council endorse the grant of $1,666.00 from the Community Chest Fund.

OFFICER'S RECOMMENDATION

That Council approves the application from Brookton Country Women's Association, included at Attachment 13.09.26.02A, for funding of $1,666 from the Community Chest Fund to assist with catering costs associated with the Brookton CWA Centenary Celebration.

OCM 09.26-08

COUNCIL RESOLUTION

Moved Cr Andretta Seconded Cr Copping

That Council approves the application from Brookton Country Women's Association, included at Attachment 13.09.26.02A, for funding of $1,666 from the Community Chest Fund to assist with catering costs associated with the Brookton CWA Centenary Celebration.

CARRIED BY SIMPLE MAJORITY VOTE 7 /0

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

Attachments

Attachment 13.09.26.02A – Brookton Country Women's Association Community Chest Fund Application

Shire of Brookton
Growing the future

Community Chest Fund Application Form

Post your completed application to:

PO Box 42, Brookton, WA 6306

Or deliver to:

Shire of Brookton, 14 White Street, Brookton

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

Community Chest Fund

Application Form

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

NAME OF ORGANISATION: Brookton Country Womens Association

CONTACT PERSON: Jackie Allington

POSITION: President

POSTAL ADDRESS: PO Box 160, Brookton WA 6306

PHONE: **MOBILE:** 0400 421 373

EMAIL: djallington@bigpond.com

ORGANISATION'S ABN: 75 087 227 582

REGISTERED FOR GST? ☑ YES ☐ NO **IS YOUR ORGANISATION INCORPORATED** ☑ YES ☐ NO

NAME OF PROJECT OR EVENT: Centenary Celebration

ESTIMATED START DATE: 21/10/26 **ESTIMATED COMPLETION DATE:** 22/10/26

REQUESTED COMMUNITY CHEST FUNDS:

Please tick which funding category you are applying for
Please review the Community Chest Fund Policy on the Shire of Brookton's website www.brookton.wa.gov.au for comprehensive grant guidelines.

Annual Community Funding		Individual Funding	
☐	Community & Strategic Partnership Grants	☐	Individual
☒	Community Support	☐	Not for Profit Community organisation – member
☐	Equipment Purchase	☐	Youth Leadership Development
☐	Not for Profit Community Organisation – Assistance		

1. BRIEF DESCRIPTION OF PROJECT/EVENT:

Celebration of 100 years of CWA in Brookton. Gathering Community, past and present CWA members to come together for a morning tea and lunch.

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

Catering for the morning tea and lunch for attendees.

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

This event will benefit the Brookton community by bringing people together to celebrate 100 years of the CWA Brookton Branch and recognise its contribution to the community. It provides an opportunity for residents to connect, celebrate local history and acknowledge the organisation's ongoing service to Brookton.

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

This event aligns with Brookton15 Pillar 7, Connecting Brookton, by bringing the community together and recognising the strong connection the CWA Brookton Branch has with the town. It also aligns with Pillar 8, Volunteer Engagement, by acknowledging and celebrating the significant volunteer contribution the CWA has made to the Brookton community over the past 100 years.

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

Through the local Telegraph and invitations will be sent out

6. ACKNOWLEDGEMENT OF SHIRE OF BROOKTON SPONSORSHIP

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

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

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

INCOME	$	EXPENDITURE	$
Applicant's cash contributions	$834	Materials	
Sponsorship		Labour	
Donations in cash		Hire of Equipment	
Other grants		Office/Administration	
Catering Sales		Venue hire	
Fees and Charges e.g. stalls		Advertising	
Gate/Door entry fees		Catering Costs	$2,500
		Entertainment	
Other Income **(Please List)**		Other Expenditure **(Please List)**	
Total of Community Chest Funds requested in cash*	$1,666		
Total of Community Chest Funds requested in-kind (e.g. Town Hall hire fee waived if applicable/required)			
TOTAL INCOME	$2,500	**TOTAL EXPENDITURE**	$2,500

YOUR INCOME MUST EQUAL YOUR EXPENDITURE

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

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

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

.....

.....

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

Volunteer hours = 20

.....

.....

9. **FUNDING CONDITIONS:**

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

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

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

PRINT NAME: JACQUELINE ARLINGTON

POSITION: PRESIDENT

SIGNATURE: ..... **DATE:** 15/9/26

Jessika Ashworth

From: Jennifer Brown <delilahblue1107@outlook.com>
Sent: Wednesday, 16 September 2026 8:56 AM
To: Jessika Ashworth
Subject: Fw: CWA Catering Quote

Follow Up Flag: Follow up
Flag Status: Flagged

From: Christina Pech <chrisssi623@gmail.com>
Sent: Monday, July 27, 2026 11:56 AM
To: delilahblue1107@outlook.com <delilahblue1107@outlook.com>
Subject: CWA Catering Quote

Hi Jenny

please see Quote from the Brookton P&C, for the 100 Year Anniversary Celebration for the Brookton CWA below. If you would like to change any of the Menu items please let me know and we can adjust it.

CWA 100 Year Anniversary Menu
80 people

Main

Roast Beef
Roast Chicken
Gravy

Potato Bake
Coleslaw
Garden Salad
Roast Pumpkin, Spinach, Feta and Pine Nut Salad
Balsamic Dressing

Bread (different sorts)

Desert

Fruit Salad & Ice Cream
Apple Crumble and Ice Cream + Cream

Cost : $29 a head (includes all labour and extras)
Total cost for 80 people : $2320

Happy to discuss further
Warm regards,
Christina

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14.09.26 CORPORATE SERVICES REPORTS

14.09.26.01 LIST OF PAYMENTS – AUGUST 2026

File No:	N/A
Date of Meeting:	24 September 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:	20 August 2026

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

Description of Proposal:
The accounts paid under Delegation 1.1, Power to Make Payments, are included within Attachment 14.09.26.01A.

A detailed transaction listing of credit card expenditure paid for the period ended 31 August 2026 is contained within Attachment 14.09.26.01B.

No purchasing card expenditure occurred in the period ended 31 August 2026.

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 sub regulation (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 $308,9470.05 paid under delegated authority in accordance with Regulation 13(1) of the Local Government (Financial Management) Regulations 1996 for the month of August 2026, as contained within Attachment 14.09.26.01A; and
2. the list of credit card transactions, totalling $2,224.55 paid in August 2026, as contained within Attachment 14.08.26.01B.

(Simple majority vote required)

OCM 09.26-09
COUNCIL RESOLUTION
Moved Cr McCabe Seconded Cr Crouch

1. ***the list of accounts, totalling $308,9470.05 paid under delegated authority in accordance with Regulation 13(1) of the Local Government (Financial Management) Regulations 1996 for the month of August 2026, as contained within Attachment 14.09.26.01A; and***

2. ***the list of credit card transactions, totalling $2,224.55 paid in August 2026, as contained within Attachment 14.08.26.01B.***

CARRIED BY SIMPLE MAJORITY VOTE 7 /0

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

Attachments

Attachment 14.09.26.01A – List of Accounts Paid.
Attachment 14.09.26.01B – Credit Card Transactions.

List of Payments Paid in August 2026

Chq/EFT	Date	Name	Description	Amount
EFT18655	06/08/2026	BROOKTON WOMEN'S HOCKEY CLUB INC	BOND REFUND BUS HIRE JULY 26	$350.00
EFT18656	06/08/2026	RABOBANK AUSTRALIA PTY LTD	BOND REFUND FACILITY HIRE NO ALCOHOL JULY 26	$250.00
EFT18657	13/08/2026	AC ELECTRICS WA	INSPECT AIR CONDITIONER, SUPPLY & REPLACE JULY 26 28AWSOP, REPLACE KITCHEN DOWNLIGHTS AUGUST 26 10MAOP, REPLACE FAULTY KITCHEN LIGHT AUGUST 26 U333WS, INSPECTION & REPAIRS TO AIR CONDITIONER JULY 26 10MAOP	$6,320.24
EFT18658	13/08/2026	AMPAC DEBT RECOVERY	RATES DEBT RECOVERY FEE JULY 26 CERTIFIED COPY OF ORDER A2919, MEMORANDUM OF CONSENT ORDER A137, PALISADE PROFESSIONAL FEES A388 & A2682	$982.70
EFT18659	13/08/2026	ATKINS MECHANICAL SERVICE	140000KM SERVICE & REPAIRS JULY 26 PT14, REPAIR 2X TYRES & REPLACE BEARINGS JULY 26 PM3, TOW HITCH / EXHAUST BRAKE / TRANSMISSION PT18 JULY 26, INSTALL FIRE EXTINGUISHER JULY 26 PPT8, INVESTIGATE REAR LIGHT NOT WORKING PU44 JULY 26, FUEL WATER SENSOR & GLOBE REPLACEMENT JUNE 26 PTR5, AIR FILTER HOUSING & FITTING JUNE 26 PM9, OIL CHANGE AND REPAIRS PG8 JUNE 26	$9,023.96
EFT18660	13/08/2026	B & N EYRE BROOKTON NEWSAGENCY	ADMIN MONTHLY PURCHASES JULY 26 WEST AUSTRALIAN, ENVELOPES, A4 PAPER, SHEET PROTECTORS	$73.90
EFT18661	13/08/2026	BEDFORD ARMS HOTEL	ELECTED MEMBER REFRESHMENTS AUGUST 26	$284.00
EFT18662	13/08/2026	BNB PRODUCTS	SHAMPOO, BODYWASH, CONDITIONER FOR CARAVAN PARK JULY 26	$327.13

Chq/EFT	Date	Name	Description	Amount
EFT18663	13/08/2026	BOB WADDELL & ASSOCIATES PTY LTD	ASSISTANCE PROVIDED WITH ANNUAL BUDGET 0.25HRS, EOY ACCRUALS 5.25HRS JULY 26, ASSISTANCE WITH EOY ACCRUALS & ASSETS 2.50HRS, JULY MONTHLY FINANCIALS 2.50HRS AUGUST 26, ASSISTANCE PROVIDED WITH JUNE BAS 1.5HRS, ANNUAL FINANCIAL REPORT 1.50HRS, ANNUAL BUDGET 1.25HRS JULY 26	$2,596.00
EFT18664	13/08/2026	BOC GASES	MOTHLY SERVICE CHARGES JULY 26 OXYGEN INDUST G SIZE, DISSOLVED ACETYLENE E SIZE, ARGOSHIELD UNIVERSAL E2 SIZE, OXYGEN MEDICAL C SIZE	$59.93
EFT18665	13/08/2026	BOOKEASY AUSTRALIA PTY LTD	ONLINE BOOKING SYSTEM MONTHLY SUBSCRIPTION JULY 26 CARAOP	$242.00
EFT18666	13/08/2026	BROOKTON PLUMBING	PUMP OUT DUMP POINT X2 JULY 26 CARAOP, BACKFLOW TESTS & SERVICE 193003 RPZD CNR RICHARDSON & LENNARD ST & B844 RPZD EAST OF DRIVEWAY OFF LENNARD ST JULY 26	$2,771.00
EFT18667	13/08/2026	BROOKTON WEST VOLUNTEER FIRE BRIGADE	BRIGADES ASSISTANCE WITH BUSHFIRE MITIGATION BURNS WASTE DISPOSAL SITE & GOLF CLUB 06.04.25	$10,000.00
EFT18668	13/08/2026	CHILD SUPPORT AGENCY EMPLOYER SERVICES	PAYROLL DEDUCTIONS	$292.04
EFT18669	13/08/2026	CORPORATE TRAVEL MANAGEMENT	CARAVAN PARK REFUND #16237010 1X NIGHT POWDERBARK CHALET 03.08.26	$151.00
EFT18670	13/08/2026	EDWARDS ISUZU UTE	30000KM SERVICE PU40 JULY 26	$671.00
EFT18671	13/08/2026	FUEL DISTRIBUTORS OF WA	5000L DIESEL @ $1.99646 P/L JULY 26	$9,982.30
EFT18672	13/08/2026	GARY SHERRY	50% REIMBURSEMENT OF ELECTRICITY CHARGES CEO AS PER EMPLOYMENT CONTRACT TO 29.07.26	$180.23
EFT18673	13/08/2026	GREAT SOUTHERN SUPPLIES T/AS G&M DETERGENTS	MONTHLY CLEANING SUPPLIES ORDER JULY 26 CARAOP, DEPOOP, RRTLOP, WBOP, MHALLOP, ADMIOP, BCRC	$921.83
EFT18674	13/08/2026	LANDGATE (DOLA)	UV INTERIM RURAL AREAS SCHEDULE R2026/3 23.05.26 - 03.07.26	$448.20

Chq/EFT	Date	Name	Description	Amount
EFT18675	13/08/2026	LEIGH ANDERSON	REIMBURSEMENT REQUEST FO-P PARKING & MEAL COSTS HR TRAINING 22-23.07.26	$87.06
EFT18676	13/08/2026	LG BEST PRACTICES	RATES OFFICER RATES END OF YEAR TASK TRAINING & ASSISTANCE JULY 26	$544.50
EFT18677	13/08/2026	LINKWEST INCORPORATED	RENEWAL OF BCRC SECTOR SUPPORT PACKAGE 01.07.26 - 30.06.27	$2,200.00
EFT18678	13/08/2026	LOCAL GOVERNMENT PROFESSIONALS AUSTRALIA WA	BCRCC AFFILIATE MEMBERSHIP 2026/27	$190.00
EFT18679	13/08/2026	METROWEST	CARAVAN PARK REFUND REQUEST #16712611, 16712612 1X NIGHT POWDERBARK CHALET & 1X NIGHT SHEOK CHALET 20.08.26	$385.00
EFT18680	13/08/2026	PORTER CONSULTING ENGINEERS	CONCEPT DESIGN BROOKTON HIGHWAY DRAINAGE REVIEW JULY 26	$4,675.00
EFT18681	13/08/2026	REDFISH TECHNOLOGIES PTY LTD	ANNUAL SUBSCRIPTION & LICENCES CCTV CAMERAS 01.06.26 - 31.05.27	$6,336.33
EFT18682	13/08/2026	SHIRE OF BROOKTON	PAYROLL DEDUCTIONS	$2,900.00
EFT18683	13/08/2026	SONIC HEALTH PLUS PTY LTD	OUTSTANDING OCCUPATIONAL NOISE ASSESSMENT WITH REVIEW X3 WORKS CREW MEMBERS JULY 26	$297.00
EFT18684	13/08/2026	STEPHEN CARRICK ARCHITECTS PTY LTD AS TRUSTEE FOR THE S&S CARRICK FAMILY TRUST	CONTRACT ADMINISTRATION BROOKTON RAILWAY STATION REFURBISHMENT JULY 26	$15,856.90
EFT18685	13/08/2026	STUART BILLINGHAM	REIMBURSEMENT REQUEST MCC STAFF FAREWELL GIFT AUGUST 26	$48.00
EFT18686	13/08/2026	TELSTRA DAMAGES	DAMAGE TO TELSTRA CABLE DURING GRADING ON STRANGE ROAD JULY 26	$2,282.82
EFT18687	13/08/2026	TOLL TRANSPORT PTY LTD	DELIVERY COST FOR DOG WASTE BAGS AUGUST 26	$61.11
EFT18688	13/08/2026	WA CONTRACT RANGER SERVICES	RANGER SERVICES 29.07.26 3HRS & 05.08.26 3.5HRS	$795.65
EFT18689	13/08/2026	WA LOCAL GOVERNMENT ASSN	WALGA SUBSCRIPTIONS 2026/27 ASSOCIATIONS, TAX SERVICES, PROCUREMENT SERVICES, GOVERNANCE, LOCAL LAWS	$17,323.71

Chq/EFT	Date	Name	Description	Amount
EFT18690	13/08/2026	WALLIS COMPUTER SOLUTIONS	XENEX BUSINESS FIXED WIRELESS 100/100 MBPS ADMIN AUGUST 26	$148.50
EFT18691	13/08/2026	WESTATE EMBROIDERY	SHIRT & JACKET EMBROIDERY BMO AUGUST 26	$74.80
EFT18692	13/08/2026	WHEATBELT STEEL PTY LTD	CARAVAN PARK REFUND REQUEST #16611712 2X NIGHTS SHEAOK CHALET 07.08.26 - 09.08.26	$455.00
EFT18693	13/08/2026	WOODLANDS DISTRIBUTORS & AGENCIES PTY LTD	COMPOSTABLE DOG WASTE BAGS JULY 26 TOWNOP	$209.66
EFT18694	20/08/2026	ATO	BAS RETURN JULY 26	$4,632.00
EFT18695	25/08/2026	SHAYE DUNSTAN	GYM KEY BOND REFUND AUGUST 26	$70.00
EFT18696	25/08/2026	SUSANNA KIISA	GYM KEY BOND REFUND	$70.00
EFT18697	25/08/2026	VAUGHAN WILLIAM BAKER	FACILITY HIRE NO ALCOHOL BOND REFUND	$258.00
EFT18698	25/08/2026	VINCE TUCCI	GYM KEY BOND REFUND	$70.00
DD9429.1	04/08/2026	AWARE SUPER PTY LTD	PAYROLL DEDUCTIONS	$6,210.09
DD9429.2	04/08/2026	COLONIAL FIRST STATE CHOICE WHOLESALE PERSONAL SUPER	PAYROLL DEDUCTIONS	$638.76
DD9429.3	04/08/2026	PRIME SUPER	SUPERANNUATION CONTRIBUTIONS	$425.80
DD9429.4	04/08/2026	MLC NOMINEES PTY LIMITED	SUPERANNUATION CONTRIBUTIONS	$840.69
DD9429.5	04/08/2026	HUB24 SUPERFUND	SUPERANNUATION CONTRIBUTIONS	$404.72
DD9429.6	04/08/2026	AUSTRALIAN SUPER PTY LTD	SUPERANNUATION CONTRIBUTIONS	$3,162.49
DD9429.7	04/08/2026	THE TRUSTEE FOR JOHNS FAMILY SUPER FUND	SUPERANNUATION CONTRIBUTIONS	$593.39
DD9429.8	04/08/2026	EQUIP SUPER	SUPERANNUATION CONTRIBUTIONS	$631.02
DD9429.9	04/08/2026	REST INDUSTRY SUPER	SUPERANNUATION CONTRIBUTIONS	$876.06
DD9433.1	04/08/2026	TELSTRA CORPORATION	SIM & INTERNET CHARGES 16.07.26 - 15.08.26 SEWEOP, OVALOP, PT19, PT20, RWPKOP, MADIOP	$85.12
DD9433.2	03/08/2026	TYRO PAYMENTS LIMITED	EFTPOS MACHINE RENTAL & TRANSACTION FEES 28.06.26 - 27.07.26 BCRC	$32.14
DD9438.1	06/08/2026	SYNERGY	ELECTRICITY CHARGES 19.05.26 - 15.07.26 EBSHEDOP	$268.50
DD9444.1	07/08/2026	WATER CORPORATION OF WA	WATER CHARGES 12.05.26 - 31.08.26 U1MSUOP	$3,097.18
DD9444.2	07/08/2026	SYNERGY	ELECTRICITY CHARGES 23.05.26 - 17.07.26 HAPPY VALLEY BORE FIELD	$258.42

Chq/EFT	Date	Name	Description	Amount
DD9447.1	11/08/2026	TELSTRA CORPORATION	MOBILE CHARGES 23.07.26 - 22.08.26 HARVEST & FIRE BANS MESSAGE BANK	$6.00
DD9447.2	11/08/2026	WATER CORPORATION OF WA	WATER CHARGES 11.05.26 - 20.07.26 BCRC	$829.16
DD9449.1	12/08/2026	WATER CORPORATION OF WA	WATER CHARGES 12.05.26 - 31.08.26 MENSSHED	$5,177.63
DD9453.1	13/08/2026	WATER CORPORATION OF WA	WATER CHARGES 12.05.26 - 31.08.26 25WHITOP	$13.54
DD9455.1	18/08/2026	AWARE SUPER PTY LTD	PAYROLL DEDUCTIONS	$6,300.44
DD9455.2	18/08/2026	MLC NOMINEES PTY LIMITED	SUPERANNUATION CONTRIBUTIONS	$779.15
DD9455.3	18/08/2026	AUSTRALIAN SUPER PTY LTD	SUPERANNUATION CONTRIBUTIONS	$3,109.40
DD9455.4	18/08/2026	THE TRUSTEE FOR JOHNS FAMILY SUPER FUND	SUPERANNUATION CONTRIBUTIONS	$593.39
DD9455.5	18/08/2026	HUB24 SUPERFUND	SUPERANNUATION CONTRIBUTIONS	$404.72
DD9455.6	18/08/2026	REST INDUSTRY SUPER	SUPERANNUATION CONTRIBUTIONS	$876.06
DD9455.7	18/08/2026	COLONIAL FIRST STATE CHOICE WHOLESALE PERSONAL SUPER	SUPERANNUATION CONTRIBUTIONS	$638.76
DD9455.8	18/08/2026	HOSTPLUS	SUPERANNUATION CONTRIBUTIONS	$546.44
DD9455.9	18/08/2026	PRIME SUPER	SUPERANNUATION CONTRIBUTIONS	$425.80
DD9458.1	18/08/2026	WATER CORPORATION OF WA	WATER CHARGES 22.06.26 - 20.07.26 CARAOP, WBOP	$66.26
DD9458.2	14/08/2026	WATER CORPORATION OF WA	WATER CHARGES 11.05.26 - 31.08.26 STANDPIPE 50MM	$105.88
DD9458.3	14/08/2026	SHIRE OF BROOKTON - MASTERCARD - CEO	CEO CREDIT CARD PURCHASES JULY 26 STARLINK - INTERNET CHARGES WB EVA PAVILION, WBSHEDOP, EBSHEDOP, CESM VEHICLE 06/07/26 - 05/08/2026, SINCH MESSAGE MEDIA - MONTHLY ACCESS FEE 01/07/26 - 31/07/26, TTLOCK - USER MANAGEMENT PROGRAM FOR GYM DOOR, VISTAPRINT - BUSINESS CARDS MCC, CR ANDRETTA	$976.55

Chq/EFT	Date	Name	Description	Amount
DD9458.4	14/08/2026	SHIRE OF BROOKTON - MASTERCARD - MIW	MIW CREDIT CARD PURCHASES JULY 26 AUSTRALIAN REFRIGERATION COUNCIL - DE GAS ACCREDITATION TIO, REMOTE PRO - FOB FOR GARAGE DOOR U333WS, WATTLE GROVE MOTEL - TRAFFIC MANAGEMENT COURSE ACCOMMODATION X2 PLANT OPERATOR/GENERAL HAND	$1,244.00
DD9458.5	14/08/2026	SHIRE OF BROOKTON - MASTERCARD - MCC	MCC CREDIT CARD PURCHASES JULY 26 FEES ONLY	$4.00
DD9460.1	17/08/2026	3E ADVANTAGE PTY LTD	PHOTOCOPYING/PRINTING ADMIN & BCRC JULY 26	$3,848.26
DD9462.1	19/08/2026	SYNERGY	ELECTRICITY CHARGES 29.05.26 - 28.07.26 MADIOP RETIC	$389.94
DD9470.1	20/08/2026	SYNERGY	ELECTRICITY CHARGES 30.05.26 - 29.07.26 OVALOP	$5,728.03
DD9473.1	21/08/2026	TELSTRA CORPORATION	MOBILE CHARGES 02.08.26 - 01.09.26 BMO, CEO, WC, MCC, MP, CARAOP, CESM, POOLGO, TIO	$657.79
DD9479.1	26/08/2026	SYNERGY	ELECTRICITY CHARGES STREETLIGHTS = 185 25 JUNE 2026 TO 24 JULY 2026	$3,175.89
DD9482.1	31/08/2026	TYRO PAYMENTS LIMITED	EFTPOS MACHINE RENTAL & TRANSACTION FEES ADMIN AUGUST 26	$117.03
DD9429.10	04/08/2026	HOSTPLUS	SUPERANNUATION CONTRIBUTIONS	$553.64
DD9429.11	04/08/2026	AUSTRALIAN RETIREMENT TRUST	SUPERANNUATION CONTRIBUTIONS	$502.58
1600.1	04/08/2026	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	$27.10
1600.1	03/08/2026	CBA MERCHA - BANK FEE - MERCHANT FEE	BANK FEE - MERCHANT FEE	$2.00
1600.1	03/08/2026	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	$33.57
1600.1	01/08/2026	CBA MERCHA - BANK FEE - MERCHANT FEE	BANK FEE - MERCHANT FEE	$50.00
1601.1	05/08/2026	CBA MERCHA - BANK FEE - MERCHANT FEE	BANK FEE - MERCHANT FEE	$3.50
1601.1	05/08/2026	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	$7.15
1602.1	10/08/2026	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	$44.56
1602.1	07/08/2026	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	$5.30
1602.1	06/08/2026	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	$11.09

Chq/EFT	Date	Name	Description	Amount
1603.1	11/08/2026	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	$46.63
1604.1	12/08/2026	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	$18.42
1605.1	13/08/2026	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	$11.43
1606.1	19/08/2026	CBA MERCHA - BANK FEE - MERCHANT FEE	BANK FEE - MERCHANT FEE	$3.30
1606.1	19/08/2026	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	$8.23
1606.1	18/08/2026	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	$10.51
1606.1	14/08/2026	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	$2.58
1607.1	20/08/2026	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	$48.49
1608.1	21/08/2026	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	$10.30
1609.1	24/08/2026	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	$4.00
1610.1	28/08/2026	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	$12.75
1610.1	27/08/2026	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	$16.32
1610.1	26/08/2026	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	$17.35
1611.1	31/08/2026	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	$176.87
PAYJRUN*1339	04/08/2026	SALARIES & WAGES	WEEK 6 - PPE 04/08/2026	$75,853.57
PAYJRUN*1341	18/08/2026	SALARIES & WAGES	WEEK 8 - PPE 18/08/2026	$72,021.81
				$308,940.05

List of Credit Card Transactions Paid in August 2026

Shire of Brookton - Bendigo Bank Mastercard – MIW

Direct Debit	Date	Description	Amount
DD9458.4	14.08.26	04.07.26 - AUSTRALIAN REFRIGERATION COUNCIL - REFRIGERATION DE GAS ACCREDITATION TIO	$37.00
		08.07.26 - REMOTE PRO - FOR GARAGE DOOR	$58.00
		15.07.26 - WATTLE GROVE HOTEL - ACCOMMODATION FOR TRAINING X2 PLANT OPERATOR/GENERAL HAND	$1,145.00
		30.07.26 - CREDIT CARD FEE	$4.00
		TOTAL	**$1,244.00**

Shire of Brookton - Bendigo Bank Mastercard - MCC

Direct Debit	Date	Description	Amount
DD9458.5	14.08.26	30.07.26 CREDIT CARD FEE	$4.00
		TOTAL	**$4.00**

Shire of Brookton - Bendigo Bank Mastercard - CEO

Direct Debit	Date	Description	Amount
DD9458.3	14.08.26	06.07.26 STARLNIK - INTERNET CHARGES WB EVA PAVILION 05.06.26 - 05.07.26	$84.01
		06.07.26 STARLINK - INTERNET CHARGES WEST BROOKTON FIRE SHED 05.06.26 - 05.07.26	$84.01
		06.07.26 STARLINK - INTERNET CHARGES EAST BROOKTON FIRE SHED 05.06.26 - 05.07.26	$84.01
		08.07.26 STARLINK - INTERNET CHARGES CESM VEHICLE 05.06.26 - 05.07.26	$85.00
		15.07.26 SINCH MESSAGE MEDIA - MONTHLY ACCESS FEE 01.07.26 - 31.07.26	$487.73
		16.07.26 TTLOCK - USER MANAGEMENT PROGRAM FOR GYM DOOR HANDLE + INTERNATIONAL TRANSACTION FEE	$71.82
		25.07.26 VISTAPRINT - BUSINESS CARDS CR ANDRETTA	$37.99
		25.07.26 VISTAPRINT - BUSINESS CARDS MCC	$37.98
		30.07.26 CREDIT CARD FEE	$4.00
		TOTAL	**$976.55**

14.09.26.02 STATEMENT OF FINANCIAL ACTIVITY FOR THE PERIOD ENDED 31 AUGUST 2026

File No:	FIN007
Date of Meeting:	24 September 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:	20 August 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 August 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 August 2026, as included at Attachment 14.09.26.02A.

(Simple majority vote required)

OCM 09.26-10

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 August 2026, as included at Attachment 14.09.26.02A.

CARRIED BY SIMPLE MAJORITY VOTE 7 /0

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

Attachment

Attachment 14.09.26.02A – Statement of Financial Activity for 31 August 2026.

Attachment 14.09.26.02A

Shire of Brookton
Growing the future

SHIRE OF BROOKTON

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

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

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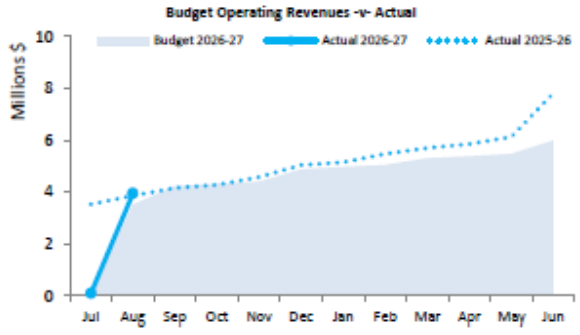
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MONTHLY FINANCIAL REPORT
FOR THE PERIOD ENDED 31 AUGUST 2026

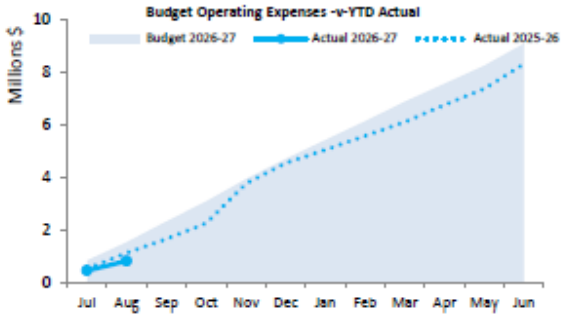
SUMMARY INFORMATION - GRAPHS

OPERATING ACTIVITIES

OPERATING REVENUE

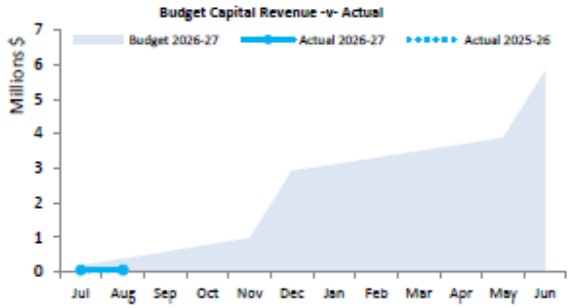


OPERATING EXPENSES

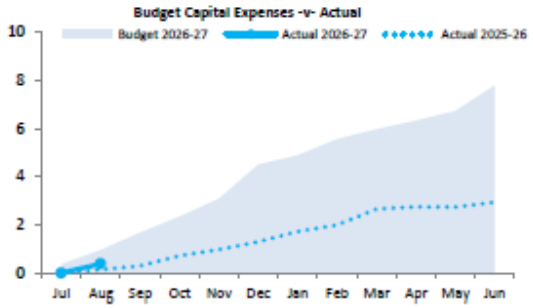


INVESTING ACTIVITIES

CAPITAL REVENUE

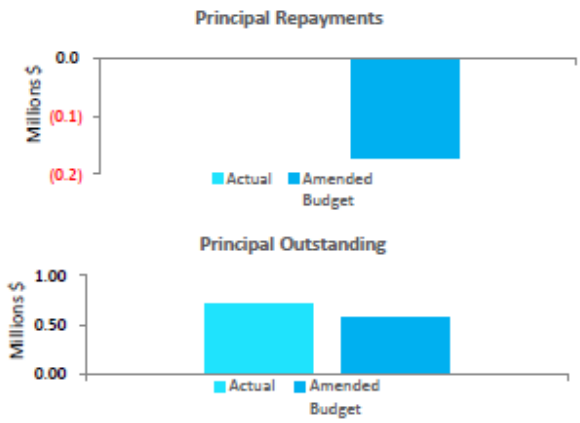


CAPITAL EXPENSES

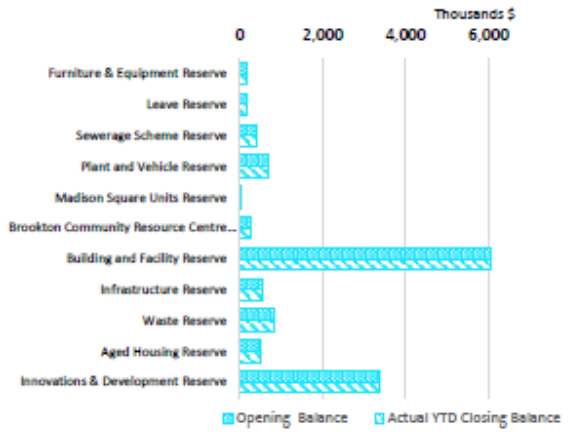


FINANCING ACTIVITIES

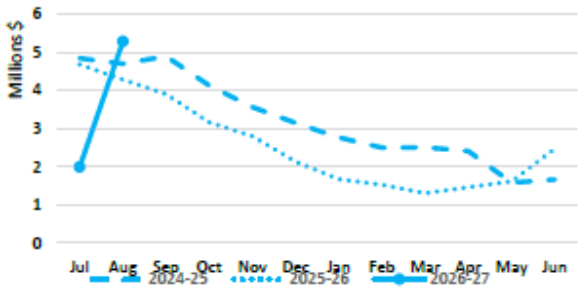
BORROWINGS



RESERVES



Closing funding surplus / (deficit)



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

MONTHLY FINANCIAL REPORT
FOR THE PERIOD ENDED 31 AUGUST 2026

EXECUTIVE SUMMARY

Funding surplus / (deficit) Components

Funding surplus / (deficit)

	Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. $ (b)-(a)
Opening	$2.42 M	$2.42 M	$2.47 M	$0.04 M
Closing	$0.00 M	$4.28 M	$5.27 M	$0.99 M

Refer to Statement of Financial Activity

Cash and cash equivalents

	$15.03 M	% of total
Unrestricted Cash	$2.04 M	13.6%
Restricted Cash	$12.99 M	86.4%

Refer to Note 2 - Cash and Financial Assets

Payables

	$0.47 M	% Outstanding
Trade Payables	$0.31 M	
0 to 30 Days		93.8%
Over 30 Days		5.9%
Over 90 Days		0.3%

Refer to Note 5 - Payables

Receivables

	$4.38 M	% Collected
Rates Receivable	$3.99 M	-0.7%
Trade Receivable	$0.38 M	% Outstanding
Over 30 Days		2.7%
Over 90 Days		4.1%

Refer to Note 3 - Receivables

Key Operating Activities

Amount attributable to operating activities

Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. $ (b)-(a)
($0.47 M)	$2.43 M	$3.14 M	$0.71 M

Refer to Statement of Financial Activity

Rates Revenue

YTD Actual	$3.42 M	% Variance
YTD Budget	$3.22 M	6.1%

Refer to Statement of Financial Activity

Grants, Subsidies and Contributions

YTD Actual	$0.19 M	% Variance
YTD Budget	$0.17 M	13.8%

Refer to Note 13 - Operating Grants and Contributions

Fees and Charges

YTD Actual	$0.31 M	% Variance
YTD Budget	$0.08 M	281.2%

Refer to Statement of Financial Activity

Key Investing Activities

Amount attributable to investing activities

Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. $ (b)-(a)
($3.83 M)	($0.57 M)	($0.33 M)	$0.24 M

Refer to Statement of Financial Activity

Proceeds on sale

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

Refer to Note 7 - Disposal of Assets

Asset Acquisition

YTD Actual	$0.37 M	% Spent
Adopted Budget	$6.16 M	(93.9%)

Refer to Note 8 - Capital Acquisitions

Capital Grants and Contributions

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

Refer to Note 8 - Capital Acquisitions

Key Financing Activities

Amount attributable to financing activities

Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. $ (b)-(a)
$1.88 M	$0.00 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 AUGUST 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 AUGUST 2026

BY NATURE

	Ref Note	Adopted Budget (a)	Amended Budget	YTD Budget (b)	YTD Actual (c)	Variance $ (c) - (b)	Variance % ((c) - (b))/(b)	Var.
		$	$	$	$	$	%	
OPERATING ACTIVITIES								
Revenue from operating activities								
Rates		3,457,408	3,457,408	3,220,339	3,417,130	196,791	6.11%	
Grants, subsidies and contributions	13	874,352	874,352	170,084	193,483	23,399	13.76%	▲
Fees and charges		777,958	777,958	81,664	311,278	229,614	281.17%	▲
Service charges		0	0	0	0	0	0.00%	
Interest revenue		504,957	504,957	8,648	8,266	(382)	(4.42%)	
Other revenue		380,983	380,983	36,560	21,673	(14,887)	(40.72%)	▼
Profit on disposal of assets	7	0	0	0	0	0	0.00%	
Gain on LG house Trust - Non cash		0	0	0	0			
		5,995,658	5,995,658	3,517,295	3,951,828	434,533	12.35%	
Expenditure from operating activities								
Employee costs		(3,347,863)	(3,347,863)	(538,976)	(438,779)	100,197	18.59%	▲
Materials and contracts		(2,460,453)	(2,460,453)	(383,130)	(246,731)	136,399	35.60%	▲
Utility charges		(264,662)	(264,662)	(44,052)	(8,560)	35,492	80.57%	▲
Depreciation		(2,580,718)	(2,580,718)	(430,082)	0	430,082	100.00%	▲
Finance costs		(39,399)	(39,399)	(13,266)	0	13,266	100.00%	▲
Insurance expenses		(225,233)	(225,233)	(101,300)	(118,225)	(16,925)	(16.71%)	▼
Other expenditure		(128,939)	(128,939)	(10,362)	(4,461)	5,901	56.95%	
Loss on disposal of assets	7	(34,996)	(34,996)	0	0	0	0.00%	
Loss on LG house Trust - Non cash		0	0	0	0	0	0.00%	
		(9,082,263)	(9,082,263)	(1,521,168)	(816,757)	704,411	(46.32%)	
Non-cash amounts excluded from operating activities	1(a)	2,615,714	2,615,714	430,082	0	(430,082)	(100.00%)	▼
Amount attributable to operating activities		(470,891)	(470,891)	2,426,209	3,135,071	708,862	29.22%	
INVESTING ACTIVITIES								
Inflows from investing activities								
Proceeds from capital grants, subsidies and contributions	14	2,277,477	2,277,477	372,126	44,695	(327,431)	(87.99%)	▼
Proceeds from disposal of assets	7	20,000	20,000	0	0	0	0.00%	
Proceeds from financial assets at amortised cost - self supporting loans	9	34,355	34,355	0	0	0	0.00%	
		2,331,832	2,331,832	372,126	44,695	(327,431)	(87.99%)	
Outflows from investing activities								
Payments for inventories, property, plant and equipment and infrastructure	8	(6,163,393)	(6,163,393)	(941,671)	(374,938)	566,733	60.18%	▲
Payments for financial assets at amortised cost - self supporting loans	9	0	0	0	0	0	0.00%	
		(6,163,393)	(6,163,393)	(941,671)	(374,938)	566,733	(60.18%)	▲
		(3,831,561)	(3,831,561)	(569,545)	(330,244)	239,301	(42.02%)	▲
Non-cash amounts excluded from investing activities	1(b)	0	0	0	0	0	0.00%	
Amount attributable to investing activities		(3,831,561)	(3,831,561)	(569,545)	(330,244)	239,301	(42.02%)	▲
FINANCING ACTIVITIES								
Inflows from financing activities								
Proceeds from new debentures	9	0	0	0	0	0	0.00%	
Transfer from reserves	11	3,498,298	3,498,298	0	0	0	0.00%	
Transfer from Restricted Cash - Other						0	0.00%	
		3,498,298	3,498,298	0	0	0	0.00%	
Outflows from financing activities								
Repayment of borrowings	9	(171,874)	(171,874)	0	0	0	0.00%	
Payments for principal portion of lease liabilities	10	(1,677)	(1,677)	0	0	0	0.00%	
Transfer to reserves	11	(1,446,403)	(1,446,403)	0	0	0	0.00%	
Transfer to Restricted Cash - Other						0	0.00%	
		(1,619,954)	(1,619,954)	0	0	0	0.00%	
Amount attributable to financing activities		1,878,344	1,878,344	0	0	0	0.00%	
MOVEMENT IN SURPLUS OR DEFICIT								
Net current assets at start of financial year - surplus/(deficit)	1(c)	2,424,108	2,424,108	2,424,108	2,467,193	43,085	1.78%	
Amount attributable to operating activities		(470,891)	(470,891)	2,426,209	3,135,071	708,862	29.22%	
Amount attributable to investing activities		(3,831,561)	(3,831,561)	(569,545)	(330,244)	239,301	(42.02%)	▲
Amount attributable to financing activities		1,878,344	1,878,344	0	0	0	0.00%	
Net current assets at end of financial year - surplus/(deficit)	1(c)	0	0	4,280,772	5,272,021	991,249	(23.16%)	▲

KEY INFORMATION

▲▼ Indicates a variance between Year to Date (YTD) Budget and YTD Actual data as per the adopted materiality threshold.
Refer to Note 17 for an explanation of the reasons for the variance.
This statement is to be read in conjunction with the accompanying Financial Statements and Notes.

KEY TERMS AND DESCRIPTIONS

FOR THE PERIOD ENDED 31 AUGUST 2026

STATUTORY REPORTING PROGRAMS

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

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

STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 AUGUST 2026

BY PROGRAM

	Note	Adopted Annual Budget	Amended Annual Budget (d)	YTD Budget (a)	YTD Actual (b)	Var. $ (b)-(a)	Var. % (b)-(a)/(a)	Var. ▲▼	Significant Var. s
		$	$	$	$	$	%		
OPERATING ACTIVITIES									
Revenue from operating activities									
Governance		5,010	5,010	166	30	(136)	(81.93%)	▼	
General Purpose Funding - Rates	6	3,457,408	3,457,408	3,220,339	3,417,130	196,791	6.11%	▲	
General Purpose Funding - Other		636,145	636,145	15,246	(88,183)	(103,429)	(678.40%)	▼	s
Law, Order and Public Safety		350,373	350,373	18,366	27,202	8,836	48.11%	▲	
Health		300	300	50	65	15	30.92%	▲	
Education and Welfare		62,780	62,780	10,462	13,212	2,750	26.28%	▲	
Housing		136,186	136,186	15,330	22,673	7,343	47.90%	▲	
Community Amenities		496,905	496,905	5,378	473,955	468,577	8712.85%	▲	s
Recreation and Culture		36,769	36,769	4,146	4,469	323	7.79%	▲	
Transport		150,482	150,482	140,982	0	(140,982)	(100.00%)	▼	s
Economic Services		548,136	548,136	67,640	73,697	6,057	8.95%	▲	
Other Property and Services		115,164	115,164	19,190	7,578	(11,612)	(60.51%)	▼	s
		5,995,658	5,995,658	3,517,295	3,951,828	434,533	12.35%	▲	
Expenditure from operating activities									
Governance		(819,141)	(819,141)	(122,075)	(93,622)	28,453	23.31%	▲	s
General Purpose Funding		(531,881)	(531,881)	(88,046)	(58,071)	29,975	34.04%	▲	s
Law, Order and Public Safety		(653,383)	(653,383)	(112,971)	(83,245)	29,726	26.31%	▲	s
Health		(24,674)	(24,674)	(4,006)	(3,222)	784	19.57%	▲	
Education and Welfare		(135,458)	(135,458)	(23,513)	(9,729)	13,784	58.62%	▲	s
Housing		(190,236)	(190,236)	(33,644)	(21,029)	12,615	37.50%	▲	s
Community Amenities		(851,729)	(851,729)	(150,997)	(83,572)	67,425	44.65%	▲	s
Recreation and Culture		(1,257,789)	(1,257,789)	(193,069)	(70,048)	123,021	63.72%	▲	s
Transport		(3,594,993)	(3,594,993)	(602,180)	(302,008)	300,172	49.85%	▲	s
Economic Services		(966,218)	(966,218)	(150,845)	(85,702)	65,143	43.19%	▲	s
Other Property and Services		(56,761)	(56,761)	(39,822)	(6,508)	33,314	83.66%	▲	s
		(9,082,263)	(9,082,263)	(1,521,168)	(816,757)	704,411	46.31%	▲	
Non-cash amounts excluded from operating activities	1(a)	2,615,714	2,615,714	430,082	0	(430,082)	(100.00%)	▼	
Amount attributable to operating activities		**(470,891)**	**(470,891)**	**2,426,209**	**3,135,071**	708,862	29.22%		
INVESTING ACTIVITIES									
Inflows from investing activities									
Proceeds from capital grants, subsidies and contributions	14	2,277,477	2,277,477	372,126	44,695	(327,431)	(87.99%)	▼	s
Proceeds from Disposal of Assets	7	20,000	20,000	0	0	0			
Proceeds from financial assets at amortised cost - self supporting loans	9	34,355	34,355	0	0	0			
		2,331,832	2,331,832	372,126	44,695	(327,431)	(87.99%)	▼	
Outflows from investing activities									
Payments for inventories, property, plant and equipment and infrastructure	8	(6,163,393)	(6,163,393)	(941,671)	(374,938)	566,733	60.18%	▲	s
		(6,163,393)	(6,163,393)	(941,671)	(374,938)	566,733	(60.18%)	▲	
Amount attributable to investing activities		**(3,831,561)**	**(3,831,561)**	**(569,545)**	**(330,244)**	239,301	(42.02%)	▲	
FINANCING ACTIVITIES									
Inflows from financing activities									
Transfer from Reserves	11	3,498,298	3,498,298	0	0	0			
		3,498,298	3,498,298	0	0	0			
Outflows from financing activities									
Repayment of borrowings	9	(171,874)	(171,874)	0	0	0			
Payments for principal portion of lease liabilities	10	(1,677)	(1,677)	0	0	0			
Transfer to Reserves	11	(1,446,403)	(1,446,403)	0	0	0			
		(1,619,954)	(1,619,954)	0	0	0			
Amount attributable to financing activities		**1,878,344**	**1,878,344**	**0**	**0**	0			
MOVEMENT IN SURPLUS OR DEFICIT									
Net current assets at start of financial year - surplus/(deficit)	1	2,424,108	2,424,108	2,424,108	2,467,193	43,085	1.78%	▲	
Amount attributable to operating activities		(470,891)	(470,891)	2,426,209	3,135,071	708,862	29.22%		
Amount attributable to investing activities		(3,831,561)	(3,831,561)	(569,545)	(330,244)	239,301	(42.02%)	▲	
Amount attributable to financing activities		1,878,344	1,878,344	0	0	0	0.00%		
Net current assets at end of financial year - surplus/(deficit)	1	**0**	**0**	**4,280,772**	**5,272,021**	991,249	(23.16%)	▲	

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

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 August 2026

NOTE 1
STATEMENT OF FINANCIAL ACTIVITY INFORMATION

(a) Non-cash items excluded from operating activities

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

Non-cash items excluded from operating activities	Notes	Adopted Budget	Amended Budget	YTD Budget (a)	YTD Actual (b)
		$	$	$	$
Adjustments to operating activities					
Add: Loss on asset disposals	7	34,996	34,996	0	0
Add: Depreciation on assets		2,580,718	2,580,718	430,082	0
Total non-cash items excluded from operating activities		2,615,714	2,615,714	430,082	0

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

The following current assets and liabilities have been excluded from the net current assets used in the Statement of Financial Activity in accordance with *Financial Management Regulation 32* to agree to the surplus/(deficit) after imposition of general rates.		Adopted Budget Opening 30 June 2026	Amended Budget Opening 30 June 2026	Last Year Closing 30 June 2026	Year to Date 31 August 2026
Adjustments to net current assets					
Less: Reserves - restricted cash	11	(12,989,417)	(12,989,417)	(12,989,417)	(12,989,417)
Less: - Financial assets at amortised cost - self supporting loans	4	(34,355)	(34,355)	(34,355)	(34,355)
Add: Borrowings	9	171,874	171,874	171,874	171,874
Add: Lease liabilities	10	1,677	1,677	1,677	1,677
Total adjustments to net current assets		(12,850,221)	(12,850,221)	(12,850,221)	(12,850,221)

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

Current assets					
Cash and cash equivalents	2	2,639,462	2,639,462	2,639,462	4,366,403
Financial assets at amortised cost	4	12,989,417	12,989,417	12,989,417	10,663,519
Rates receivables	3	241,461	241,461	241,461	3,921,514
Receivables	3	242,293	242,293	239,423	384,276
Other current assets	4	101,416	101,416	112,169	107,817
Less: Current liabilities					
Payables	5	(233,429)	(233,429)	(233,430)	(474,894)
Borrowings	9	(171,874)	(171,874)	(171,874)	(171,874)
Contract liabilities	12	(130,512)	(130,512)	(95,309)	(270,614)
Lease liabilities	10	(1,677)	(1,677)	(1,677)	(1,677)
Provisions	12	(402,228)	(402,228)	(402,228)	(402,228)
Less: Total adjustments to net current assets	1(b)	(12,850,221)	(12,850,221)	(12,850,221)	(12,850,221)
Closing funding surplus / (deficit)		2,424,108	2,424,108	2,467,193	5,272,021

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.

NOTE 1

STATEMENT OF FINANCIAL ACTIVITY INFORMATION (ALTERNATE PRESENTATION)

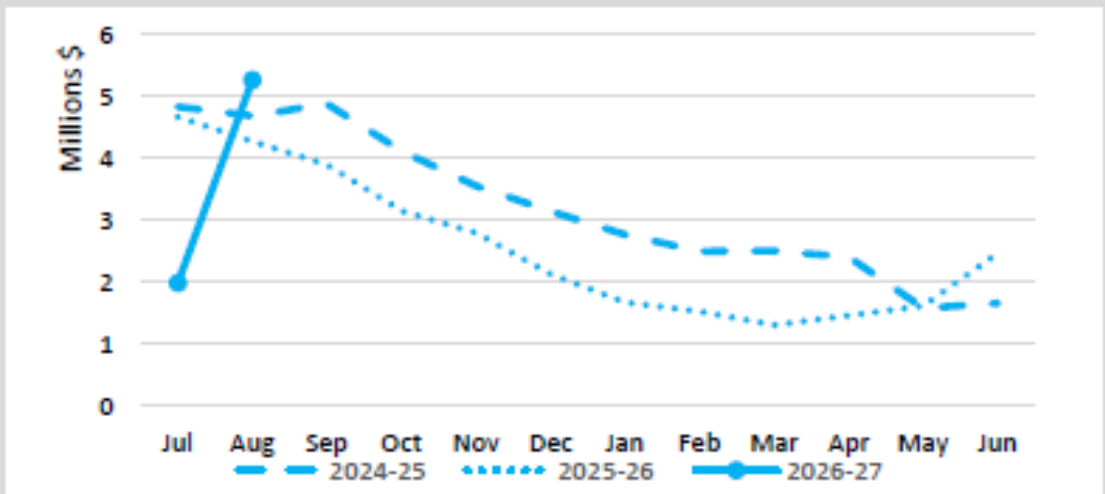
Adjusted Net Current Assets	Note	Last Years Closing 30/06/2026	This Time Last Year 31/08/2025	Year to Date Actual 31/08/2026
		$	$	$
Current Assets				
Cash Unrestricted	2	2,639,462	1,961,996	2,040,505
Cash Restricted - Reserves	2	12,989,417	12,600,298	12,989,417
Receivables - Rates	3	241,461	2,566,213	3,921,514
Receivables - Other	3	239,423	585,870	384,276
Other Financial Assets	4	34,355	32,086	34,355
Other Assets Other Than Inventories	4	11,952	0	10,753
Inventories	4	65,862	62,793	62,710
		16,221,932	**17,809,256**	**19,443,529**
Less: Current Liabilities				
Payables	5	(212,730)	(184,963)	(452,931)
Contract Liabilities/Capital Grant and Contribution Liabilities	12	(95,309)	(318,134)	(270,614)
Bonds & Deposits	5	(20,700)	(20,208)	(21,963)
Loan and Lease Liability	9	(173,551)	(194,052)	(173,551)
Provisions	12	(402,228)	(372,824)	(402,228)
		(904,517)	**(1,090,181)**	**(1,321,287)**
Less: Cash Reserves	11	(12,989,417)	(12,600,298)	(12,989,417)
Add Back: Loan and Lease Liability		173,551	194,052	173,551
Less : Loan Receivable - clubs/institutions		(34,355)	(32,086)	(34,355)
Net Current Funding Position		**2,467,193**	**4,280,744**	**5,272,021**

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)
$5.27 M

Last Year YTD
Surplus(Deficit)
$4.28 M

OPERATING ACTIVITIES
NOTE 2
CASH AND FINANCIAL ASSETS

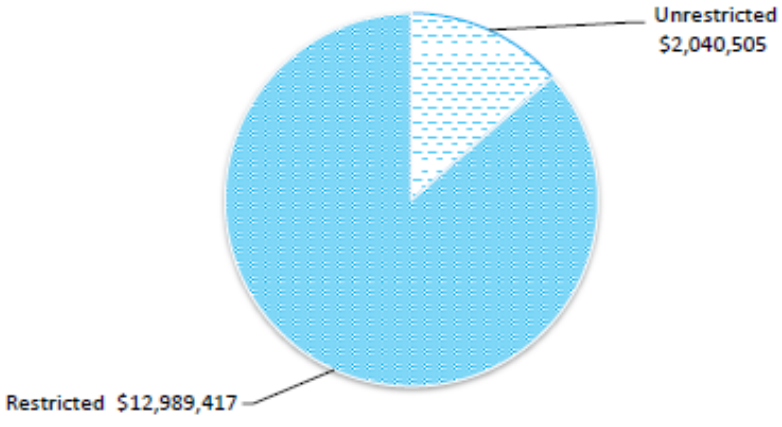
Description	Classification	Unrestricted	Restricted	Total Cash	Trust	Institution	Interest Rate	Maturity Date
		$	$	$	$			
Cash on hand								
Cash Floats	Cash and cash equivalents	550		550		N/A	NIL	On hand
At Call Deposits								
Municipal Cash At Bank	Cash and cash equivalents	177,602		177,602		Bendigo	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	20,530		20,530		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		**2,040,505**	**12,989,417**	**15,029,922**	**0**			
Comprising								
Cash and cash equivalents		2,040,505	2,325,898	4,366,403	0			
Financial assets at amortised cost		0	10,663,519	10,663,519	0			
		2,040,505	**12,989,417**	**15,029,922**	**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.

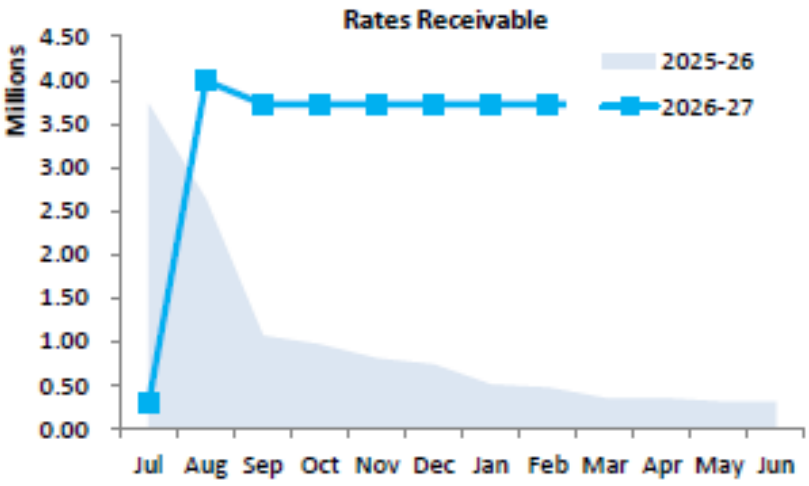
The local government classifies financial assets at amortised cost if both of the following criteria are met:
- the asset is held within a business model whose objective is to collect the contractual cashflows, and
- the contractual terms give rise to cash flows that are solely payments of principal 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 Aug 2026
	$	$
Opening arrears previous years	221,097	313,061
Levied this year	3,502,934	3,653,278
Less - collections to date	(3,410,970)	26,776
Gross rates collectable	313,061	3,993,115
Net rates collectable	**313,061**	**3,993,115**
% Collected	91.6%	-0.7%



Receivables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	$	$	$	$	$	$
Receivables - general	(369)	260,092	7,423	0	11,535	278,680
Percentage	(0.1%)	93.3%	2.7%	0%	4.1%	
Balance per trial balance						
Sundry receivable						278,680
GST receivable						31,345
Other Receivables						18,890
Receivable - Employee Related Provisions - Current						55,361
Total receivables general outstanding						384,276

Amounts shown above include GST (where applicable)

KEY INFORMATION

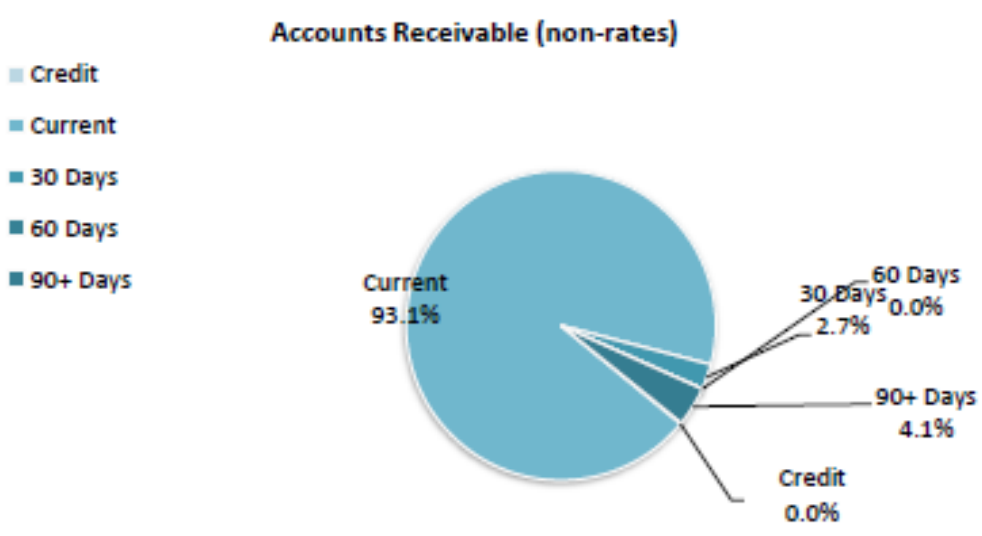
Trade and other receivables include amounts due from ratepayers for unpaid rates and service charges and other amounts due from third parties for goods sold and services performed in the ordinary course of business.

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 August 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	(3,152)	62,710
Accrued income/prepayments	1,199	0	(1,199)	0
Contract assets				
Contract assets	10,753	0	0	10,753
Total other current assets	**112,169**	**0**	**(4,352)**	**107,817**

Amounts shown above include GST (where applicable)

KEY INFORMATION

Other financial assets at amortised cost

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

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

Inventory

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

Contract assets

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

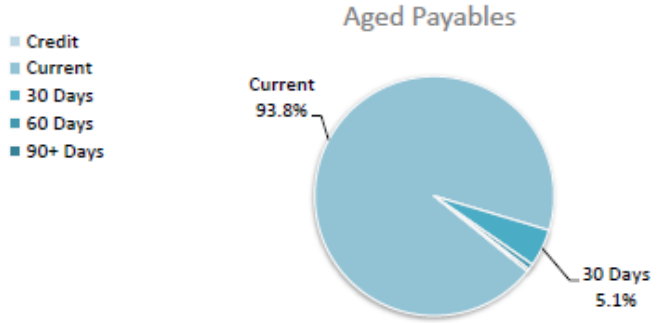
OPERATING ACTIVITIES
NOTE 5
PAYABLES

Payables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	$	$	$	$	$	$
Payables - general	0	291,453	15,812	2,410	1,084	310,759
Percentage	0%	93.8%	5.1%	0.8%	0.3%	
Balance per trial balance						
Sundry creditors						310,759
Other creditors						60,362
ATO liabilities						25,222
Payroll creditors						42,620
Bonds and deposits held						21,963
Prepaid (Excess) Rates						4,575
Total payables general outstanding						474,894

Amounts shown above include GST (where applicable)

KEY INFORMATION

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



OPERATING ACTIVITIES
NOTE 6
RATE REVENUE

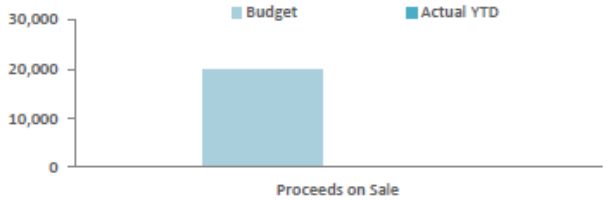
General rate revenue				Budget				YTD Actual			
	Rate in $ (cents)	Number of Properties	Rateable Value	Rate Revenue	Interim Rate	Back Rate	Total Revenue	Rate Revenue	Interim Rates	Back Rates	Total Revenue
RATE TYPE				$	$	$	$	$	$	$	$
Gross rental value											
Residential	0.076516	260	5,068,920	387,853	0	0	387,853	387,853.46	0	0	387,853
Industrial	0.076516	5	106,990	8,186	0	0	8,186	8,186.46	0	0	8,186
Commercial	0.076516	18	903,650	69,144	0	0	69,144	69,143.69	0	0	69,144
GRV	0.076516	2	387,500	29,650	0	0	29,650	29,649.95	0	0	29,650
Unimproved value											
Unimproved	0.005010	200	456,618,000	2,287,656	0	0	2,287,656	2,287,656.18	0	0	2,287,656
Sub-Total		485	463,085,060	2,782,489	0	0	2,782,489	2,782,490	0	0	2,782,490
Minimum payment	Minimum $										
Residential	1,055	71	237,058	74,905	0	0	74,905	74,905	0	0	74,905
Industrial	1,055	2	10,920	2,110	0	0	2,110	2,110	0	0	2,110
Commercial	1,055	14	93,680	14,770	0	0	14,770	14,770	0	0	14,770
GRV	1,055	1	8,100	1,055	0	0	1,055	1,055	0	0	1,055
Unimproved value											
Unimproved	1,763	173	33,301,527	304,999	0	0	304,999	304,999			304,999
Sub-total		261	33,651,285	397,839	0	0	397,839	397,839	0	0	397,839
		746	496,736,345	3,180,328	0	0	3,180,328	3,180,329	0	0	3,180,329
Concession							(1,900)				0
Amount from general rates							3,178,428				3,180,329
Specified area rates - Sewerage rates											
Sewerage - GRV - Rate in Dollar	0.057357	163	3,673,815	210,719	0	0	210,719	210,451	0	0	210,451
Sewerage Rates Minimium	775	34	190,314	26,350	0	0	26,350	26,350	0	0	26,350
Ex-gratia rates											
Ex-gratia rates (CBH) Tonnage	0.106267226	2	394,395	41,911	0	0	41,911				0
Total general rates							3,457,408		0	0	3,417,130
Total		746					3,457,408				3,417,130

KEY INFORMATION

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

OPERATING ACTIVITIES
NOTE 7
DISPOSAL OF ASSETS

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



INVESTING ACTIVITIES
NOTE 8
CAPITAL ACQUISITIONS

Capital acquisitions	Adopted Budget	Amended Budget	YTD Budget	YTD Actual	YTD Actual Variance
	$	$	$	$	$
Buildings	2,667,224	2,667,224	567,198	365,799	(201,399)
Furniture and equipment	80,150	80,150	6,440	11	(6,429)
Plant and equipment	590,000	590,000	98,332	0	(98,332)
Infrastructure - roads	2,535,403	2,535,403	210,890	9,128	(201,762)
Infrastructure - footpaths	54,932	54,932	9,152	0	(9,152)
Infrastructure - parks and gardens	12,457	12,457	12,457	0	(12,457)
Infrastructure - sewerage	223,227	223,227	37,202	0	(37,202)
Payments for Capital Acquisitions	**6,163,393**	**6,163,393**	**941,671**	**374,938**	**(566,733)**
Capital Acquisitions Funded By:					
	$	$	$	$	$
Capital grants and contributions	2,277,477	2,277,477	321,512	44,695	(276,817)
Other (disposals & C/Fwd)	20,000	20,000	0	0	0
Plant and Vehicle Reserve	590,000	590,000	0	0	0
Furniture & Equipment Reserve	179,098	179,098	0	0	0
Sewerage Scheme Reserve	158,160	158,160	0	0	0
Building and Facility Reserve	963,500	963,500	0	0	0
Waste Reserve	43,000	43,000	0	0	0
Innovations & Development Reserve	1,564,540	1,564,540	0	0	0
Contribution - operations	367,618	367,618	620,159	330,244	(289,915)
Capital funding total	**6,163,393**	**6,163,393**	**941,671**	**374,938**	**(566,733)**

SIGNIFICANT ACCOUNTING POLICIES

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

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

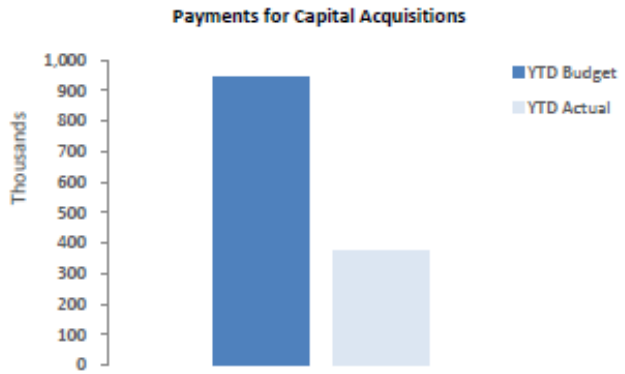
Where multiple individual low value assets are purchased together as part of a larger asset or collectively forming a larger asset exceeding the threshold, the individual assets are recognised as one asset and capitalised.

Initial recognition and measurement for assets held at cost

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

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

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



INVESTING ACTIVITIES
NOTE 8
CAPITAL ACQUISITIONS (CONTINUED)

Capital expenditure total
Level of completion indicators

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

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

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

Account Number	Job Number	Balance Sheet Category	Account/Job Description	Adopted Budget	Amended Budget	YTD Budget	YTD Actual	Variance [Under]/Over
				$	$	$	$	$
Buildings								
Housing								
E091511	SHCOSFC3	9230	HOUSING PROGRAM ADDITIONAL STAFF HOUSING	(500,000)	(500,000)	(250,000)	0	(250,000)
E092510	RLANDCAP	9230	PURCHASE ADDITIONAL RESIDENTIAL LAND - STOCK	(45,000)	(45,000)	(7,500)	0	(7,500)
Total - Housing				(545,000)	(545,000)	(257,500)	0	(257,500)
Community Amenities								
E105510	CEMECAP	9230	CEMETERY NEW NICHE WALL AND SHELTER	(49,000)	(49,000)	(8,166)	0	(8,166)
E101510		9230	PURCHASE BUILDINGS	(43,000)	(43,000)	0	0	0
Total - Community Amenities				(92,000)	(92,000)	(8,166)	0	(8,166)
Recreation And Culture								
E111512		9230	KWEDA HALL RENEWAL	(8,500)	(8,500)	(1,416)	0	(1,416)
E111511	MHALLSFC	9230	MEMORIAL HALL RENEWALS	(100,000)	(100,000)	0	0	0
E112510	POOLCAP	9230	POOL - CAPITAL	(229,500)	(229,500)	(21,416)	0	(21,416)
E112510	STBLOC	9230	STARTING BLOCKS - POOL	(20,000)	(20,000)	0	0	0
E115510	RWSTCAP	9230	RAILWAY STATION BUILDING REFURBISHMENT	(1,582,224)	(1,582,224)	(263,704)	(365,799)	102,095
E112510	POOLFP	9230	FOOTPATHS BROOKTON AQUATIC CENTRE	(20,000)	(20,000)	(3,332)	0	(3,332)
Total - Recreation And Culture				(1,960,224)	(1,960,224)	(289,868)	(365,799)	75,931
Economic Services								
E132510		9230	PURCHASE BUILDINGS	(20,000)	(20,000)	(3,332)	0	(3,332)
E136510	INDLCAP	9230	LAND FOR BROOKTON COMMERCIAL/INDUSTRIAL HUB	(50,000)	(50,000)	(8,332)	0	(8,332)
Total - Economic Services				(70,000)	(70,000)	(11,664)	0	(11,664)
				0	0	0	0	0
Total - Buildings				(2,667,224)	(2,667,224)	(567,198)	(365,799)	(201,399)
Plant & Equipment								
Community Amenities								
Total - Community Amenities				0	0	0	0	0
Other Property & Services								
E143530	PTA21	9234	PURCHASE P&E - REPLACEMENT PT15 TRUCK	(100,000)	(100,000)	(16,666)	0	(16,666)
E143530	PLA8	9234	PURCHASE P&E - NEW LOADER	(360,000)	(360,000)	(60,000)	0	(60,000)
E143530	PTA22	9234	PURCHASE P&E - NEW TRACTOR	(130,000)	(130,000)	(21,666)	0	(21,666)
Total - Other Property & Services				(590,000)	(590,000)	(98,332)	0	(98,332)
Total - Plant & Equipment				(590,000)	(590,000)	(98,332)	0	(98,332)
Furniture & Equipment								
Governance								
E042520	ELECCAP	9232	CAPEX - ELECTRONIC EQUIPMENT	(39,150)	(39,150)	(774)	0	(774)
Total - Governance				(39,150)	(39,150)	(774)	0	(774)
Recreation & Culture								
E115520	ARTCAP	9232	ARTWORK - PUBLIC AND VISUAL	(16,000)	(16,000)	(2,666)	(11)	(2,655)
E116520		9232	PURCHASE FURNITURE & EQUIPMENT	(18,000)	(18,000)	(3,000)	0	(3,000)
E113520		9232	PURCHASE FURNITURE & EQUIPMENT	(7,000)	(7,000)	0	0	0
Total - Recreation & Culture				(41,000)	(41,000)	(5,666)	(11)	(5,655)
Total - Furniture & Equipment				(80,150)	(80,150)	(6,440)	(11)	(6,429)
Infrastructure - Roads								
Transport								
E121555	YORKRRG	9250	YORK-WILLIAMS ROAD	(1,270,000)	(1,270,000)	0	0	0
E121555	BRKWRRG	9250	BROOKTON-KWEDA ROAD (RRG)	(865,012)	(865,012)	(144,164)	(836)	(143,328)
E121560	ROBIR2R	9250	ROBINSON ROAD	(85,800)	(85,800)	(14,300)	0	(14,300)
E121560	AVONR2R	9250	AVON BANK AND KORRINONG STREET	(179,037)	(179,037)	(29,836)	0	(29,836)
E121560	WILLR2R	9250	WILLS ROAD	(135,554)	(135,554)	(22,590)	(8,292)	(14,298)
Total - Transport				(2,535,403)	(2,535,403)	(210,890)	(9,128)	(201,762)
Total - Infrastructure - Roads				(2,535,403)	(2,535,403)	(210,890)	(9,128)	(201,762)
Infrastructure - Sewerage								
Community Amenities								
E102541	SEWPIPE	9254	SEWERAGE PIPE RELINING/UPGRADE	(94,000)	(94,000)	(15,666)	0	(15,666)
E102540	SEWEFE	9254	BROOKTON WASTEWATER (EFFLUENT) OXIDATION POND - FENCE	(103,130)	(103,130)	(17,188)	0	(17,188)
E102540	SEWEDS	9254	BROOKTON WASTEWATER (EFFLUENT) OXIDATION POND - DESLUDGING	(26,097)	(26,097)	(4,348)	0	(4,348)
Total - Community Amenities				(223,227)	(223,227)	(37,202)	0	(37,202)
Total - Infrastructure - Sewerage				(223,227)	(223,227)	(37,202)	0	(37,202)
Infrastructure - Footpaths								
Transport								
E121575	FOOT01	9252	FOOTPATH CONSTRUCTION	(54,932)	(54,932)	(9,152)	0	(9,152)
Total - Transport				(54,932)	(54,932)	(9,152)	0	(9,152)
Total - Infrastructure - Footpaths				(54,932)	(54,932)	(9,152)	0	(9,152)
Infrastructure - Parks & Gardens								
Recreation And Culture								
E111550	WBSPCAP	9256	WB EVA SPORT PAVILION	(12,457)	(12,457)	(12,457)	0	(12,457)
Total - Recreation And Culture				(12,457)	(12,457)	(12,457)	0	(12,457)
Total - Infrastructure - Parks & Gardens				(12,457)	(12,457)	(12,457)	0	(12,457)
Grand Total				(6,163,393)	(6,163,393)	(941,671)	(374,938)	(566,733)

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	(52,088)	(52,088)	526,080	473,992	473,992	0	(26,526)	(26,526)
Recreation and culture														
Sport & Recreation	81	130,385		0	0	0	(85,431)	(85,431)	130,385	44,954	44,954	0	(8,815)	(8,815)
		656,465	0	0	0	0	(137,519)	(137,519)	656,465	518,946	518,946	0	(35,348)	(35,348)
Self supporting loans														
General purpose funding														
Country Club	82	52,432		0	0	0	(34,355)	(34,355)	52,432	50,162	50,162	0	(3,546)	(3,546)
		52,432	0	0	0	0	(34,355)	(34,355)	52,432	50,162	50,162	0	(3,546)	(3,546)
Total		708,898	0	0	0	0	(171,874)	(171,874)	708,897.80	569,108	569,108	0	(38,894)	(38,894)
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 August 2026
		$	$	$	$
Effluent Loan	2/09/2024	61,500	0	0	61,500
		61,500	0	0	61,500

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

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

Movement in carrying amounts

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

All lease repayments were financed by general purpose revenue.

KEY INFORMATION

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

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

Reserve accounts

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

OPERATING ACTIVITIES
NOTE 12
OTHER CURRENT LIABILITIES

Other current liabilities	Note	Opening Balance 1 July 2026	Liability Increase	Liability Reduction	Closing Balance 31 Aug 2026
		$	$	$	$
Other liabilities					
- Contract liabilities		50,614	0	0	50,614
- Capital grant/contribution liabilities		44,695	220,000	(44,695)	220,000
Total other liabilities		95,309	220,000	(44,695)	270,614
Employee Related Provisions					
Annual leave		175,646	0	0	175,646
Long service leave		184,456	0	0	184,456
Provision for long service leave oncosts - Current		16,615	0	0	16,615
Provision for annual leave oncosts - Current		25,511	0	0	25,511
Total Employee Related Provisions		402,228	0	0	402,228
Total other current assets		497,536	220,000	(44,695)	672,842

Amounts shown above include GST (where applicable)

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

KEY INFORMATION

Provisions

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

Employee Related Provisions

Short-term employee benefits

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

Other long-term employee benefits

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

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

Contract liabilities

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

Capital grant/contribution liabilities

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

NOTE 13
GRANTS, SUBSIDIES AND CONTRIBUTIONS

Provider	Unspent grant, subsidies and contributions liability				Grants, subsidies and contributions revenue			
	Liability 1 July 2026	Increase in Liability	Liability Reduction (As revenue)	Current Liability 31 Aug 2026	Adopted Budget Revenue	Adopted YTD Budget	Amended Annual Budget	YTD Revenue Actual
	$	$	$	$	$	$	$	$
General purpose funding								
Grants Commission - General (WALGGC)	0	0	0	0	215,888	0	215,888	53,126
Grants Commission - Roads (WALGGC)	0	0	0	0	112,277	0	112,277	18,694
Grants Commission - Bridges (WALGGC)	0	0	0	0	0	0	0	68,000
Law, order, public safety	0					0		
DFES Grant - Fire Mitigation Activity Fund 24/25	0	0	0	0	109,558	18,258	109,558	0
DFES Grant - ESL operating Grant	0	0	0	0	88,320	0	88,320	21,404
Transport	0							
MRWA Direct Grant Funding	0	0	0	0	140,982	140,982	140,982	0
Economic services	0			0				
Seniors Week Event	0	0	0	0	1,000	0	1,000	0
Other Community Events Revenue	0	0	0	0	100	16	100	0
Community Christmas Party Revenue	0	0	0	0	2,000	0	2,000	0
Nadc (National Australia Day Council)	0	0	0	0	10,000	0	10,000	0
Youth Week Event Revenue	0	0	0	0	2,000	0	2,000	0
Grant Revenue - Stay On Your Feet	0	0	0	0	5,000	832	5,000	0
Grant Revenue -Dpird Crc Development Grant	0	0	0	0	3,000	500	3,000	0
Grant Revenue - Fitness Initiatives	0	0	0	0	5,000	832	5,000	0
Grant Revenue - End of Life Planning Capacity	614	0	0	614	0	0	0	0
CRC Operating Grant Revenue	0	0	0	0	127,227	0	127,227	32,259
Grant Funding The Lbw Trust Library Grant	0	0	0	0	2,000	332	2,000	0
DPIRD Regional Traineeship Program Funding	50,000	0	0	50,000	50,000	8,332	50,000	0
	50,614	0	0	50,614	874,352	170,084	874,352	193,483

NOTE 14
CAPITAL GRANTS, SUBSIDIES AND CONTRIBUTIONS

Provider	Capital grant/contribution liabilities				Capial grants, subsidies and contributions revenue			
	Liability 1 July 2026	Increase in Liability	Liability Reduction (As revenue)	Current Liability 31 Aug 2026	Adopted Budget Revenue	Adopted YTD Budget	Amended Annual Budget	YTD Revenue Actual
	$	$	$	$	$	$	$	$
Capial grants and subsidies								
WBDC & BPFS - Railway Station Building Refurbishment	44,695	0	(44,695)	**0**	44,695	0	44,695	**44,695**
Transport								
Avonbank Street - R2R Income	0	0	0	**0**	179,037	29,838	179,037	**0**
Robinson Street - R2R Income	0	0	0	**0**	85,800	14,300	85,800	**0**
Wills Road - R2R Income	0	0	0	**0**	135,554	22,592	135,554	**0**
York Williams Road RRG	0	0	0	**0**	1,270,000	211,666	1,270,000	**0**
Brookton-Kweda Road RRG	0	220,000	0	**220,000**	562,391	93,730	562,391	**0**
	44,695	**220,000**	**(44,695)**	**220,000**	**2,277,477**	**372,126**	**2,277,477**	**44,695**

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY FOR THE PERIOD ENDED 31 AUGUST 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 Aug 2026
	$	$	$	$
Restricted Cash - Bonds and Deposits				
Bus Bonds	1,750	350	(350)	**1,750**
Facility Hire Bonds	9,000	508	(1,008)	**8,500**
Gym Bonds	9,650	840	(210)	**10,280**
Other Bonds	300	0	(300)	**0**
Sub-Total	**20,700**	**1,698**	**(1,868)**	**20,530**
	20,700	**1,698**	**(1,868)**	**20,530**

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

NOTE 16
BUDGET AMENDMENTS

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

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

NOTE 17
EXPLANATION OF MATERIAL VARIANCES

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

				Explanation of positive variances		Explanation of negative variances	
Nature or type	Var. $	Var. %		Timing	Permanent	Timing	Permanent
	$	%					
Revenue from operating activities							
Grants, subsidies and contributions	23,399	13.76%	▲	Financial Assistance Grants and CRC operating grant revenue received ahead of budget phasing.		ESL operating grant revenue and the MRWA direct grant revenue behind budget phasing.	
Fees and charges	229,614	281.17%	▲	Refuse fees and charges revenue received ahead of budget phasing.			
Other revenue	(14,887)	(40.72%)	▼			Various other revenue funds budgeted have yet to be received.	
Expenditure from operating activities							
Employee costs	100,197	18.59%	▲	Various Salaries & Wages expenditure accounts currently behind budget.			
Materials and contracts	136,399	35.60%	▲	Various Materials & Contract expenditure accounts currently behind budget.			
Utility charges	35,492	80.57%	▲	The budget phasing of utility expenditure is currently ahead of actual expenditure.			
Depreciation	430,082	100.00%	▲	Depreciation is not run until after the 25/26 AFR is adopted			
Finance costs	13,266	100.00%	▲	The budget phasing of finance cost expenditure is currently ahead of actual expenditure.			
Insurance expenses	(16,925)	(16.71%)	▼			Insurance premium expenditure incurred ahead of budget phasing.	
Non-cash amounts excluded from operating activities	(430,082)	(100.00%)	▼			Non-cash expense which is added back in the financial statement. The main variance relates to Depreciation, as this is not run until after the 25/26 AFR is adopted	
Investing activities							
Proceeds from capital grants, subsidies and contributions	(327,431)	(87.99%)	▼			Variance due to Accounting Standard AASB15 and AASB1058. Recognition of revenue happens when associated expenditure on project has ocurred.	
Payments for inventories, property, plant and equipment and infrastructure	566,733	60.18%	▲	The variance relates to capital projects expenditure being behind budget phasing (Refer to Note 8 for details)			

14.09.26.03 – 2025 COMPLIANCE AUDIT RETURN

File No:	GOV-026
Date of Meeting:	24 September 2026
Location/Address:	N/A
Name of Applicant:	N/A
Name of Owner:	Shire of Brookton
Author/s:	Stuart Billingham – Manager Corporate and Community
Authorising Officer:	Gary Sherry – Chief Executive Officer
Declaration of Interest:	The author and authorising officer do not have an interest in this item
Voting Requirements:	Absolute Majority
Previous Report:	Nil

Summary of Report:
Council is to consider the Audit, Risk and Improvement Committee's (ARIC) recommendation to adopt the Shire of Brookton's 2025 Compliance Audit Return (CAR) and authorise its submission to the Local Government Inspector.

Description of Proposal:
The ARIC has review the completed 2025 Compliance Audit Return and has recommended that Council:

1. adopt the completed CAR;
2. authorise the Shire President and Chief Executive Officer to jointly certify the CAR; and
3. direct the Chief Executive Officer to submit the certified CAR, together with the relevant Council minutes, to the Local Government Inspector by 30 September 2026.

The 2025 CAR comprises 120 questions relating to legislative compliance across the seven legislative instruments prescribed under the Local Government (Audit) Regulations 1996.

The completed 2025 CAR is provided at Attachment 14.09.26.03A in the format approved by the Local Government Inspector.

Background:
The Compliance Audit Return is an annual statutory assessment of a local government's compliance with prescribed requirements under the Local Government Act 1995 and associated regulations.

Following amendments to the Local Government Act 1995 and the commencement of the Local Government Inspector, administration of the Compliance Audit Return process has transitioned to the Inspector, including responsibility for the administration of the CAR and approval of the form and questions.

The audit period for the 2025 CAR is 1 January 2025 to 31 December 2025.

The 2025 CAR contains 120 questions covering the following legislation:

- Local Government Act 1995;
- Local Government (Financial Management) Regulations 1996;
- Local Government (Functions and General) Regulations 1996;
- Local Government (Administration) Regulations 1996;
- Local Government (Elections) Regulations 1997;

- Local Government (Constitution) Regulations 1998; and
- Local Government (Audit) Regulations 1996.

The statutory process requires the completed CAR to be:
1. presented to ARIC for review and consideration;
2. considered by ARIC, with a recommendation made to Council;
3. adopted by Council;
4. jointly certified by the Shire President and Chief Executive Officer; and
5. submitted to the Local Government Inspector, together with a copy of the relevant Council minutes and any required additional information, by 30 September 2026.

Consultation:
Following receipt of the 2025 CAR questions and the opening of the Compliance Audit Return portal by the Local Government Inspector, the Chief Executive Officer, Executive Staff and relevant Council Officers reviewed the questions and determined the appropriate responses based on the Shire's records, processes and activities during the audit period.

Statutory Environment
Local Government (Audit) Regulations 1996
Regulation 14 requires a local government to carry out an annual compliance audit for the period 1 January to 31 December in a form approved by the Local Government Inspector.

Regulation 14 also requires the completed CAR to be reviewed by the Audit, Risk and Improvement Committee, with the results of the review reported to Council. The CAR is then to be adopted by Council, with the adoption recorded in the minutes of the Council meeting.

Regulation 15 requires that, following adoption by Council, a certified copy of the CAR, signed by the Shire President and Chief Executive Officer, together with a copy of the minutes of the Council meeting at which the CAR was adopted and any additional required information, be submitted to the Local Government Inspector by 30 September 2026.

Relevant Plans and Policy: Nil
Financial Implications: Nil

Risk Assessment:
Failure to complete/adopt/certify/lodge the 2025 Compliance Audit Return would result in noncompliance with the requirements of the *Local Government (Audit) Regulations 1996*. Approval of this item will mitigate the consequence.

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 the delivery of core governance and statutory responsibilities and supports the governance objectives contained within the Shire of Brookton Strategic Community Plan – June 2032, duly incorporated into the Brookton Corporate Business Plan July 2022 to June 2032.

Comment:
The 2025 Compliance Audit Return has been completed based on the information and records available to the Shire for the compliance audit period of 1 January 2025 to 31 December 2025.

The completed CAR is presented to Council with an A for review and consideration before being presented to Council with an ARIC recommendation to adopt and submit the CAR to the Local Government Inspector.

The CAR provides a structured assessment of the Shire's compliance with a range of statutory requirements applying to local government operations. The responses have been determined through consideration of relevant Shire records, policies, procedures and operational practices.

Subject to Council's adoption of the CAR, the Shire President and Chief Executive Officer will jointly certify the return before it is submitted to the Local Government Inspector.

The statutory deadline for submission is 30 September 2026. Adoption and certification of the CAR within the required timeframe is therefore necessary to enable the Shire to meet its statutory obligations.

AUDIT, RISK AND IMPROVEMENT COMMITTEE'S RECOMMENDATION:
That Council:

1. Adopt the Shire of Brookton's 2025 Compliance Audit Return, as detailed in Attachment 14.09.26.03A;

2. Authorise the Shire President and Chief Executive Officer to jointly certify the 2025 Compliance Audit Return;

3. Direct the Chief Executive Officer to submit the certified 2025 Compliance Audit Return, together with a copy of the minutes of the Council meeting at which the return is adopted and any required additional information, to the Local Government Inspector by 30 September 2026, in accordance with the Local Government (Audit) Regulations 1996; and

4. The administration further clarifies the CAR question 5.36(4) & 5.37(3) for further information to be provided to Council on 24 September 2026.

(Absolute majority vote required)

OCM 09.26-11
COUNCIL RESOLUTION
Moved Cr Copping Seconded Cr Crouch

That Council:

1 Adopt the Shire of Brookton's 2025 Compliance Audit Return, as detailed in Attachment 14.09.26.03A;

2. Authorise the Shire President and Chief Executive Officer to jointly certify the 2025 Compliance Audit Return;

3. Direct the Chief Executive Officer to submit the certified 2025 Compliance Audit Return, together with a copy of the minutes of the Council meeting at which the return is adopted and any required additional information, to the Local Government Inspector by 30 September 2026, in accordance with the Local Government (Audit) Regulations 1996; and

4. The administration further clarifies the CAR question 5.36(4) & 5.37(3) for further information to be provided to Council on 24 September 2026.

CARRIED BY ABSOLUTE MAJORITY VOTE 7/0

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

Attachments

Attachment 14.09.26.03A – 2025 Compliance Audit Return

Local Government Inspector

GOVERNMENT OF WESTERN AUSTRALIA

2025 Compliance Audit Return

Local Government Authority: The Shire of Brookton

Local Government Act 1995

s. 2.29

Has every person elected or appointed to a mayor, president, deputy, or councillor role made the required declaration in the prescribed form before a prescribed person, prior to acting in the office?

Response: Yes

s. 3.16

Has the local government reviewed local laws, which have not been reviewed in the previous 8 years, to ensure compliance with Schedule 9.3, Clause 65?

Response: Yes

Comments: Council resolution 15.04.26.02

s.3.57

Subject to Local Government (Functions and General) Regulations 1996, regulation 11(2), did the local government invite tenders for all contracts for the supply of goods or services where the consideration under the contract was, or was expected to be, worth more than the consideration stated in regulation 11(1) of the Regulations?

Response: Yes

s. 3.58(3)

Where the local government disposed of property other than by public auction or tender, did it dispose of the property in accordance with section 3.58(3) of the Local Government Act 1995 (unless section 3.58(5) applies)?

Response: Yes

s. 3.58(4)

Where the local government disposed of property under section 3.58(3) of the Local Government Act 1995, did it provide details, as prescribed by section 3.58(4) of the Act, in the required local public notice for each disposal of property?

Response: Yes

s. 3.59(2)(a)

Has the local government prepared a business plan for each major trading undertaking that was not exempt in 2025?

Response: N/A

s. 3.59(2)(b)

Has the local government prepared a business plan for each major land transaction that was not exempt in 2025?

Response: N/A

s. 3.59(2)(c)

Has the local government prepared a business plan before entering into each land transaction that was preparatory to entry into a major land transaction in 2025?

Response: N/A

s. 3.59(4)

Has the local government complied with public notice and publishing requirements for each proposal to commence a major trading undertaking or enter into a major land transaction or a land transaction that is preparatory to a major land transaction for 2024?

Response: N/A

s. 3.59(5)

During 2025, did the council resolve to proceed with each major land transaction or trading undertaking by absolute majority?

Response: N/A

s. 5.16 (1)

Were all delegations to committees resolved by absolute majority?

Response: Yes

s. 5.16 (2)

Were all delegations to committees in writing?

Response: Yes

s. 5.17

Were all delegations to committees within the limits specified in section 5.17 of the Local Government Act 1995?

Response: Yes

s. 5.18

Were all delegations to committees recorded in a register of delegations?

Response: Yes

s. 5.36(4) and s. 5.37(3)

Were all CEO and/or senior employee vacancies advertised in accordance with Local Government (Administration) Regulations 1996, regulation 18A?

Response: Yes

s. 5.37(2)

Did the CEO inform council of each proposal to employ or dismiss senior employee?

Response: Yes

Where council rejected a CEO's recommendation to employ or dismiss a senior employee, did it inform the CEO of the reasons for doing so?

Response: N/A

s. 5.39B

Has the local government adopted and maintained model standards that incorporate the prescribed model standards within required timeframes (including amendments), ensured adoption by absolute majority, published an up-to-date version on its official website, and avoided including any inconsistent additional provisions?

Response: Yes

s. 5.42

Were all delegations to the CEO resolved by an absolute majority?

Response: Yes

Were all delegations to the CEO in writing?

Response: Yes

s. 5.43

Did the powers and duties delegated to the CEO exclude those listed in section 5.43 of the Local Government Act 1995?

Response: Yes

s. 5.44(2)

Were all employees delegated authority by the CEO under Section 5.44(1), issued with a written instrument of delegation?

Response: Yes

s. 5.45(1)(b)

Were all decisions by the Council to amend or revoke a delegation made by absolute majority?

Response: Yes

s. 5.46

Has the CEO kept a register of all delegations made under Division 4 of the Act to the CEO and to employees?

Response: Yes

Were all delegations made under Division 4 of the Act reviewed by the delegator at least once during the 2024/2025 financial year?

Response: Yes

Did all persons exercising a delegated power or duty under the Act keep, on all occasions, a written record in accordance with Local Government (Administration) Regulations 1996, regulation 19?

Response: Yes

s. 5.50

If the local government paid a finishing employee an amount in addition to their entitlement, did the local government follow a policy it had adopted and published on its website outlining the circumstances in relation to payments made to terminated employees?

Response: N/A

If the local government made a payment to a finishing employee that is more than the amount set out in the policy, was local public notice given?

Response: N/A

s. 5.51A

Has the CEO prepared and implemented a code of conduct to be observed by employees of the local government?

Response: Yes

Has the CEO published an up-to-date version of the code of conduct for employees on the local government's website?

Response: Yes

s. 5.67

Where a council member disclosed an interest in a matter and did not have participation approval under sections 5.68 or 5.69 of the Local Government Act 1995, did the council member ensure that they did not remain present to participate in discussion or decision making relating to the matter?

Response: Yes

s. 5.68(2)

Were all decisions regarding participation approval in relation to Section 5.68(2), including the extent of participation allowed and, where relevant, the information required by the Local Government (Administration) Regulations 1996 regulation 21A, recorded in the minutes of the relevant council or committee meeting?

Response: Yes

s. 5.69(5)

Were all decisions regarding participation approval in relation to Section 5.69(5), including the extent of participation allowed recorded in the minutes of the relevant council or committee meeting?

Response: Yes

s. 5.70

Where an employee had an interest in any matter in respect of which the employee provided advice or a report directly to council or a committee, did that person disclose the nature and extent of that interest when giving the advice or report?

Response: Yes

s. 5.71B(5) and (7)

Where council applied to the Minister to allow the CEO to provide advice or a report to which a disclosure under section 5.71A(1) of the Local Government Act 1995 relates, did the application include details of the nature of the interest disclosed and any other information required by the Minister for the purposes of the application?

Response: N/A

Was any decision made by the Minister under section 5.71B(6) of the Local Government Act 1995, recorded in the minutes of the council meeting at which the decision was considered?

Response: N/A

s. 5.73

Were disclosures under sections 5.65, 5.70 or 5.71A(3) of the Local Government Act 1995 recorded in the minutes of the meeting at which the disclosures were made?

Response: Yes

s. 5.75

Was a primary return in the prescribed form lodged by all relevant persons within three months of their start day?

Response: Yes

s. 5.76

Was an annual return in the prescribed form lodged by all relevant persons by 31 August 2025?

Response: Yes

s. 5.77

On receipt of a primary or annual return, did the CEO, or the Mayor/President, as the case may be, give written acknowledgment of having received the return?

Response: Yes

s. 5.88

Did the CEO keep a register of financial interests which contained the returns lodged under sections 5.75 and 5.76 of the Local Government Act 1995?

Response: Yes

Did the CEO keep a register of financial interests which contained a record of disclosures made under sections 5.65, 5.70, 5.71 and 5.71A of the Local Government Act 1995, in the form prescribed in the Local Government (Administration) Regulations 1996, regulation 28?

Response: Yes

After a person ceased to be a person required to lodge a return under sections 5.75 and 5.76 of the Local Government Act 1995, did the CEO remove from the register all returns relating to that person?

Response: Yes

Have all returns removed from the register in accordance with section 5.88(3) of the Local Government Act 1995 been kept for a period of at least five years after the person who lodged the return(s) ceased to be a person required to lodge a return?

Response: Yes

s. 5.89A

Did the CEO keep a register of gifts which contained a record of disclosures made under sections 5.87A and 5.87B of the Local Government Act 1995, in the form prescribed in the Local Government (Administration) Regulations 1996, regulation 28A?

Response: Yes

Did the CEO publish an up-to-date version of the gift register on the local government's website?

Response: Yes

s. 5.90A

Did the local government prepare, adopt by absolute majority and publish an up-to-date version on the local government's website, a policy dealing with the attendance of council members and the CEO at events?

Response: Yes

s. 5.94

Does the local government have information available for members of the public to inspect, free of charge as prescribed under section 5.94 and Admin Reg 29, except where restricted under this section?

Response: Yes

s. 5.96

Where a person is entitled to inspect information under this Division, can the local government confirm that copies are available and that the price at which it sells copies does not exceed the cost of providing them, (unless prescribed otherwise)?

Response: Yes

s. 5.96A

Did the CEO publish information on the local government's website in accordance with sections 5.96A(1), (2), (3), and (4) of the Local Government Act 1995?

Response: Yes

s. 5.104

Did the local government prepare and adopt, by absolute majority, a code of conduct to be observed by council members, committee members and candidates that incorporates the model code of conduct?

Response: Yes

Did the local government adopt additional requirements in addition to the model code of conduct?

Response: Yes

Does it comply with section 5.104(3) and (4) of the Local Government Act 1995?

Response: Yes

Has the CEO published an up-to-date version of the code of conduct for council members, committee members and candidates on the local government's website?

Response: Yes

s. 5.128

Did the local government prepare and adopt (by absolute majority) a policy in relation to the continuing professional development of council members?

Response: Yes

s. 7.12A(3), (4) and (5)

Where the local government determined that matters raised in the auditor's report prepared under section 7.9(1) of the Local Government Act 1995 required action to be taken, did the local government ensure that appropriate action was undertaken in respect of those matters?

Response: N/A

Where matters identified as significant were reported in the auditor's report, did the local government prepare a report that stated what action the local government had taken or intended to take with respect to each of those matters?

Response: N/A

Within 14 days after the local government gave a report to the Minister under section 7.12A(4)(b) of the Local Government Act 1995, did the CEO publish a copy of the report on the local government's official website?

Response: N/A

Local Government (Administration) Regulations 1996

r. 18F

Were the remuneration and other benefits paid to a CEO on appointment the same remuneration and benefits advertised for the position under section 5.36(4) of the Local Government Act 1995?

Response: N/A

r. 19AB

Does the code of conduct contain the requirement that a local government employee (not including the CEO) must not accept a prohibited gift from an associated person?

Response: Yes

r. 19AC

Does the local government's code of conduct include requirements for the recording, storing, disclosure, and use of information relating to gifts accepted by local government employees (excluding the CEO) from associated persons, in accordance with regulatory requirements?

Response: Yes

r. 19AE

Does the local government's code of conduct include requirements addressing employee behaviour in the performance of duties, interactions with others, use and disclosure of information, use of local government resources and finances, the keeping of records, and the reporting and management of suspected breaches and misconduct, in accordance with regulatory requirements?

Response: Yes

r. 19B

Did the local government include in its annual report all information required under section 5.53(2)(g) and (i) and regulation 3A(2), including number of employee's in salary bands over $130,000, remuneration and allowances paid, ordered payments, CEO remuneration, council member meeting attendance, available demographic information about council members, and details of any modifications to the strategic community plan or significant modifications to the corporate business plan?

Response: Yes

r. 19C

Has the local government adopted by absolute majority a strategic community plan?

Response: Yes

Adoption date or the date of the most recent review: 17/11/2022

r. 19DA

Has the local government reviewed its corporate business plan in accordance with Admin Regulation 19DA(4)?

Response: No

Comments: New Strategic Resource Plan Adopted to replace

Does the corporate business plan comply with the requirements of Local Government (Administration) Regulations 1996 19DA(2) & (3)?

Response: Yes

Comments: Endorsed by Council 17/11/2022

r. 22

No response required. This is covered by s5.75.

r. 23

No response required. This is covered by s5.76.

r. 28

No response required. This is covered by s5.88(1).

r. 28A

No response required. This is covered by s5.89A(1).

r. 29

No response required. This is covered by s5.94.

r. 29C

Does the local government publish all prescribed information on its official website— including up-to-date policies, required details of council member and employee returns, council member fees and allowances, and relevant public notices—within the specified timeframes and in accordance with legislative requirements?

Response: Yes

r. 35

Has every local government council member completed and passed the Council Member Essentials course, consisting of the five required modules and delivered by an approved provider, within 12 months of being elected?

Response: Yes

r. 36

Does the local government appropriately identify and document council members who are exempt from the training requirements under section 5.126(1), including verifying that the member:

- has completed an approved course within the specified 5-year period prior to election, or
- completed the LGASS00002 Elected Member Skill Set before 1 July 2019 within the relevant timeframe, or
- qualifies for the transitional exemption applicable to council members in office at the commencement of the 2019 regulatory amendments?

Response: N/A

Local Government (Audit) Regulations 1996

r. 10

Was the auditor's report for the financial year ending 30 June 2025 received by the local government within 30 days of completion of the audit?

Response: Yes

r. 17

Did the CEO review the appropriateness and effectiveness of the local government's systems and procedures in relation to risk management, internal control and legislative compliance in accordance with Local Government (Audit) Regulations 1996 regulation 17 within the three financial years prior to 31 December 2025?

Response: No

Comments: AMD Reg 17 review dated December 2023 adopted by Council 15/02/2024

Local Government (Constitution) Regulations 1998

r. 11FA

Did the CEO provide the Minister a report as to the result of the election within 14 days of the declaration and in the form of Form 20 of the Local Government (Elections) Regulations 1997, modified as necessary?

Response: Yes

r. 13

Were all required oaths, affirmations and declarations under section 2.42 (in relation to Commissioners) made in the correct form (Form 8), before the appropriate authorised person?

Response: Yes

Local Government (Elections) Regulations 1997

r. 30G

Did the CEO establish and maintain an electoral gift register and ensure that all disclosure of gifts forms completed by candidates and donors and received by the CEO were placed on the electoral gift register at the time of receipt by the CEO and in a manner that clearly identifies and distinguishes the forms relating to each candidate in accordance with regulations 30G(1) and 30G(2) of the Local Government (Elections) Regulations 1997?

Response: Yes

Did the CEO remove any disclosure of gifts forms relating to an unsuccessful candidate, or a successful candidate that completed their term of office, from the electoral gift register, and retain those forms separately for a period of at least two years in accordance with regulation 30G(4) of the Local Government (Elections) Regulations 1997?

Response: Yes

Did the CEO publish an up-to-date version of the electoral gift register on the local government's official website in accordance with regulation 30G(5) of the Local Government (Elections) Regulations 1997?

Response: Yes

Local Government (Financial Management) Regulations 1996

r. 5

Has the CEO ensured efficient systems and procedures are established under provisions set out in Financial Management Regulations 5(1)(a) to (g)?

Response: Yes

r. 6

Has the local government ensured that any employee delegated responsibility for day-to-day accounting or financial management operations is not also delegated the responsibility for conducting internal audits, reviewing their own duties, or for managing, directing or supervising someone who carries out these functions?

Response: Yes

r. 7

Did the local government ensure it has regard to the needs of the inhabitants of the district as a whole and not keep separate ward accounts or determine expenditure on the basis of revenue from a ward?

Response: Yes

r. 8

Does the local government maintain separate accounts with a bank or other financial institution for money to be held in the municipal fund, trust fund and for reserve account purposes?

Response: Yes

r. 9

Did the local government keep separate financial records for each trading undertaking and each major land transaction?

Response: N/A

r. 11

Has the local government developed procedures for the authorisation of, and the payment of, accounts in accordance with Local Government (Financial Management) Regulations 11(1), (2) and (3)?

Response: Yes

r. 12

Were payments made from the municipal fund or trust fund made by the CEO under a delegated authority or authorised, in accordance with regulation 13(2), in advance by a council resolution?

Response: Yes

r. 13

Can the local government confirm that, where the CEO has been delegated authority to make payments from the municipal or trust fund, the CEO prepared accurate monthly lists that are presented at the next ordinary council meeting and recorded in the minutes?

- includes the payee's name, payment amount, payment date, and sufficient information to identify each transaction where payments have already been made; or
- includes the payee's name, payment amount, sufficient information to identify each transaction, and the date of the council meeting (to which the list will be presented) for accounts requiring council approval.

Response: Yes

r. 13A

Did the local government prepare a list each month of all payments made using employee-authorised credit, debit or other purchasing cards, and include the payee's name, the amount of the payment, the date of the payment, sufficient information to identify the payment, and present the list at the next ordinary council meeting (and record in the minutes)?

Response: Yes

r. 19

Has the local government established and documented internal control procedures to enable identification of the nature and location of all investments and any related transactions?

Response: Yes

r. 19C

Has the local government ensured that all investments made under section 6.14(1) comply with statutory restrictions set out in Financial Management Reg. 19C?

Response: Yes

Local Government (Functions and General) Regulations 1996

r. 7

No response required. This is covered by s3.59(2).

r. 9

No response required. This is covered by s3.59(2).

r. 10

No response required. This is covered by s3.59(2).

r. 11A

Did the local government comply with its current purchasing policy, adopted under the Local Government (Functions and General) Regulations 1996, regulations 11A(1) and (3) in relation to the supply of goods or services where the consideration under the contract was, or was expected to be, $250,000 or less or worth $250,000 or less?

Response: Yes

r. 11

No response required. This is covered by s3.57.

r. 12

Did the local government consider the implications of Local Government (Functions and General) Regulations 1996, Regulation 12 when deciding to enter into multiple contracts rather than a single contract?

Response: Yes

r. 14(1), (3) and (5)

If the local government sought to vary the information supplied to tenderers, was every reasonable step taken to give each person who sought copies of the tender documents, or each acceptable tenderer notice of the variation?

Response: Yes

r. 15

Did the local government's procedure for receiving and opening tenders comply with the requirements of Local Government (Functions and General) Regulations 1996, Regulation 15 and 16?

Response: Yes

r. 16

No response required. This is covered by r. 15.

r. 17

Did the information recorded in the local government's tender register comply with the requirements of the Local Government (Functions and General) Regulations 1996, Regulation 17 and did the CEO make the tenders register available for public inspection and publish it on the local government's official website?

Response: Yes

r. 18(1) and (4)

Did the local government reject any tenders that were not submitted at the place, and within the time, specified in the invitation to tender?

Response: Yes

Were all tenders that were not rejected assessed by the local government via a written evaluation of the extent to which each tender satisfies the criteria for deciding which tender to accept?

Response: Yes

r. 19

Did the CEO give each tenderer written notice containing particulars of the successful tender or advising that no tender was accepted?

Response: Yes

r. 21

Does the local government's advertising and expression of interest processes for limiting who can tender comply with the requirements of the Local Government (Functions and General) Regulations 1996, Regulations 21 and 22?

Response: Yes

r. 22

No response required. This is covered by r. 21.

r. 23

Did the local government reject any expressions of interest that were not submitted at the place, and within the time, specified in the notice or that failed to comply with any other requirement specified in the notice?

Response: Yes

Were all expressions of interest that were not rejected under the Local Government (Functions and General) Regulations 1996, Regulation 23(1) & (2) assessed by the local government? Did the CEO list each person as an acceptable tenderer?

Response: Yes

r. 24

Did the CEO give each person who submitted an expression of interest a notice in writing of the outcome in accordance with Local Government (Functions and General) Regulations 1996, Regulation 24?

Response: Yes

r. 24AD(2), (4) and (6)

Did the local government invite applicants for a panel of pre-qualified suppliers via Statewide public notice in accordance with Local Government (Functions & General) Regulations 1996 regulations 24AD(4) and 24AE?

Response: N/A

If the local government sought to vary the information supplied to the panel, was every reasonable step taken to give each person who sought detailed information about the proposed panel or each person who submitted an application notice of the variation?

Response: N/A

r. 24AE

No response required. This is covered by r. 24AD(2), (4) and (6).

r. 24AF

No response required. This is covered by r. 24AD(2), (4) and (6).

r. 24AG

Did the information recorded in the local government's tender register about panels of pre-qualified suppliers comply with the requirements of Local Government (Functions and General) Regulations 1996, Regulation 24AG?

Response: N/A

r. 24AH(1) and (3)

Did the local government reject any applications to join a panel of prequalified suppliers that were not submitted at the place, and within the time, specified in the invitation for applications?

Response: N/A

Were all applications that were not rejected assessed by the local government via a written evaluation of the extent to which each application satisfies the criteria for deciding which application to accept?

Response: N/A

r. 24AI

Did the CEO send each applicant written notice advising them of the outcome of their application?

Response: N/A

r. 24E

Where the local government gave regional price preference, did the local government comply with the requirements of Local Government (Functions and General) Regulations 1996, Regulation 24E and 24F?

Response: Yes

r. 24F

No response required. This is covered by r. 24E.

I certify this is a true and accurate copy of the 2025 Compliance Audit Return, as adopted by Council at the meeting of _____ 2026.

CEO	Date
Mayor or President	Date

15.09.26 GOVERNANCE REPORTS

15.09.26.01 FIREBREAK ORDER 2026/27

File No:	EME001
Date of Meeting:	24 September 2026
Location/Address:	N/A
Name of Applicant:	N/A
Name of Owner:	N/A
Author/s:	Sandie Spencer – Executive Governance 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 the recommendations of the Shire of Brookton's Bush Fire Advisory Committee (BFAC) to adopt the Firebreak Order 2026/27.

Description of Proposal:
The Firebreak Notice 2026/27 is Council's declaration of the conditions required for compliance by landowners for this forthcoming fire season.

The draft Firebreak Notice 2026/27, included at Attachment 15.09.26.01A, is very similar to that from previous years. The draft Firebreak Notice 2026/27 includes additions from 2024/25 in red and deletions struck out.

The draft Firebreak Notice 2026/27 addresses only Section 33 fire-break requirements. Other compliance issues will be separately considered in a separate report.

The Shire will again extensively advertise the adopted Fire Break Order 2026/27. With approval by Council, the draft Firebreak Notice 2026/27 will be:

1. prepared in a professional looking document with additional, pertinent, local fire prevention information;
2. made publicly available on Council's website; and
3. incorporated into a folded DL size pamphlet similar to previous years. Council will provide this pamphlet:
    a. to local residents by direct mail at the Brookton Post Office;
    b. to absentee owners by addressed mail; and
    c. from the Shire Administration and Brookton CRC office counters.

The Shire will consider gazettal of the Firebreak notice to improve the process of conducting enforcement of non-compliance. This process will come with significant additional cost.

Background:
The Shire of Brookton's Bush Fire Advisory Committee held a meeting on Wednesday 2nd September 2026. Unconfirmed minutes of that meeting have been separately provided to Councillors and are available on the Shire of Brookton website.

Consultation:
The Shire of Brookton BFAC have endorsed the draft Firebreak Order 2026/27 included at Attachment 15.09.26.01A.

Statutory Environment:
Bush Fires Act 1954
33. Local government may require occupier of land to plough or clear fire break

(1) Subject to subsection (2) a local government at any time, and from time to time, may, and if so required by the Minister shall, as a measure for preventing the outbreak of a bush fire, or for preventing the spread or extension of a bush fire which may occur, give notice in writing to an owner or occupier of land situated within the district of the local government or shall give notice to all owners or occupiers of land in its district by publishing a notice in the Government Gazette and in a newspaper circulating in the area requiring him or them as the case may be within a time specified in the notice to do or to commence to do at a time so specified all or any of the following things —
   (a) to plough, cultivate, scarify, burn or otherwise clear upon the land fire breaks in such manner, at such places, of such dimensions, and to such number, and whether in parallel or otherwise, as the local government may and is hereby empowered to determine and as are specified in the notice, and thereafter to maintain the fire breaks clear of inflammable matter;
   (b) to act as and when specified in the notice with respect to anything which is upon the land, and which in the opinion of the local government or its duly authorised officer, is or is likely to be conducive to the outbreak of a bush fire or the spread or extension of a bush fire,

   and the notice may require the owner or occupier to do so —
   (c) as a separate operation, or in coordination with any other person, carrying out a similar operation on adjoining or neighbouring land; and
   (d) in any event, to the satisfaction of either the local government or its duly authorised officer, according to which of them is specified in the notice.

(2) A notice in writing under subsection (1) may be given to an owner or occupier of land by posting it to him at his last postal address known to the local government and may be given to an owner of land by posting it to him at the address shown in the rate record kept by the local government pursuant to the Local Government Act 1995, as his address for the service of rate notices.

(2a) The provisions of subsection (2) are in addition to and not in derogation of those of sections 75 and 76 of the Interpretation Act 1984.

(3) The owner or occupier of land to whom a notice has been given under subsection (1) and who fails or neglects in any respect duly to comply with the requisitions of the notice is guilty of an offence.
   Penalty: $5,000.

(4) Where an owner or occupier of land who has received notice under subsection (1) fails or neglects to comply with the requisitions of the notice within the time specified in the notice —
   (a) the local government may direct its bush fire control officer, or any other officer of the

local government, to enter upon the land of the owner or occupier and to carry out the requisitions of the notice which have not been complied with; and

(b) the bush fire control officer or other officer may, in pursuance of the direction, enter upon the land of the owner or occupier with such servants, workmen, or contractors, and with such vehicles, machinery, and appliances as he deems fit, and may do such acts, matters and things as may be necessary to carry out the requisitions of the notice.

(5) The amount of any costs and expenses incurred by the bush fire control officer or other officer in doing the acts, matters, or things provided for in subsection (4) —

(a) shall be ascertained and fixed by the local government and a certificate signed by the mayor or president of the local government shall be prima facie evidence of the amount; and

(b) may be recovered by the local government in any court of competent jurisdiction as a debt due from the owner or occupier of land to the local government.

(5a) A local government may make local laws in accordance with subdivision 2 of Division 2 of Part 3 of the Local Government Act 1995 —

(a) requiring owners and occupiers of land in its district to clear fire breaks in such manner, at such places, at such times, of such dimensions and to such number, and whether in parallel or otherwise, as are specified in the local laws and to maintain the fire¬ breaks clear of inflammable matter;

(b) providing that things required by the local laws to be done shall be done to the satisfaction of the local government or its duly authorised officer.

(5b) Where an owner or occupier of land fails or neglects in any respect to comply with the requirements of local laws made under subsection (5a) the provisions of subsections (3), (4) and (5) apply mutatis mutandis as if those requirements were the requisitions of a notice given under subsection (1).

(5c) Nothing in subsection (5a) affects the power of a local government to give notice under subsection (1) nor its duty to do so if so required by the Minister.

(5d) Where the provisions of local laws made under subsection (5a) are inconsistent with those of a notice given under subsection (1) or under section 34 or 35, the provisions of that notice shall, to the extent of the inconsistency, prevail.

(6) A local government may, at the request of the owner or occupier of land within its district, carry out on the land, at the expense of the owner or occupier, any works for the removal or abatement of a fire danger, and the amount of the expense, if not paid on demand, may be recovered from the owner or occupier by the local government in a court of competent jurisdiction as a debt due from the owner or occupier to the local government.

(7) Nothing in this section authorises a local government —

(a) to set fire to the bush, or to require an owner or occupier of land to set fire to the bush, contrary to the provisions of section 17; or

(b) to make local laws authorising or requiring bush to be set on fire contrary to the provisions of section 17.

(8) Any amount recoverable by a local government under this section as a debt due from the owner or occupier of land is, until paid in full —

(a) a debt due from each subsequent owner in succession; and
(b) a charge against the land with the same consequences as if it were a charge under the Local Government Act 1995 for unpaid rates; and
(c) recoverable by the local government in the same manner as rates imposed in respect of the land are recoverable under that Act.

(9) In this section —
owner or occupier of land includes a prescribed department of the Public Service that occupies land or a prescribed State agency or instrumentality that owns or occupies land.

Relevant Plans and Policy: Nil at this time

Financial Implications:
Council will develop the Fire Break Notice into a pamphlet with other fire prevention information. This information will be direct mailed to every resident receiving mail from the Brookton Post Office and to every ratepayer with a mailing address outside the Shire of Brookton.

The labour cost of enforcement of the conditions included in the Shire of Brookton's draft Firebreak Order 2026/27 will be significant for the Shire of Brookton staff and volunteers.

Risk Assessment:
Council's Firebreak Order 2026/27 Information is a risk management strategy to:
- ameliorate the risks to the community of bush fire; and
- reduce liability of Council's responsibilities arising in the Bush Fire Act 1954.

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

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

Community & Strategic Objectives:
This proposal relates to delivery of core business and responsibility of the Shire of Brookton.

Comment: Nil

BUSH FIRE ADVISORY COMMITTEE'S RECOMMENDATION
That Council adopt the Firebreak Order 2026/27 as included at Attachment 15.09.26.01A.

(Simple majority vote required)

OCM 09.26-12
COUNCIL RESOLUTION
Moved Cr Crouch Seconded Cr McCabe

That Council adopt the Firebreak Order 2026/27 as included at Attachment 15.09.26.01A.

CARRIED BY SIMPLE MAJORITY VOTE 7 /0

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

Attachments
Attachment 15.09.26.01A – Firebreak Order 2026/27.

Attachment 15.09.26.01A

2026/27 Shire of Brookton Fire Break Order

Pursuant to section 33(1) of the Bush Fires Act 1954, the Shire of Brookton gives notice that the owners and/or occupiers of land within the district are required to undertake the following works on land owned or occupied by them –

TOWNSITE LAND

Properties equal to or less than 2,023m^2 in size are required to be fire hazard reduced by:

- Reduction of the vegetation fire hazard to a maximum height of 75mm and all slashed material is to be removed.

Properties over 2,023m^2 in size are required to be fire hazard reduced by:

- Construction and maintenance of a 3m wide minimum bare earth unobstructed trafficable firebreak within 3m of the property boundaries; or
- Reduction of the vegetation fire hazard to a maximum height of 75mm including the removal of slashed material.

RURAL LAND

Properties equal to or less than 100 hectares in size are required to be fire hazard reduced by:

- Construction and maintenance of a 3m wide minimum bare earth unobstructed trafficable firebreak within 30m of the boundary of the property.

- Construction of a 5m wide minimum bare earth unobstructed trafficable firebreak within 15m of and surrounding all buildings, sheds, fuel storage including drums and flammable chemicals, silos and fodder stacks as well as hay stacks within a shed or within 400m from any infrastructure including operational generators and stationary motors.

Properties and aggregated land over 100 hectares in size are required to be fire hazard reduced by:

- construction of a 5m wide minimum bare earth, unobstructed trafficable firebreak within 15m of and surrounding all buildings, sheds, fuel storage including drums and flammable chemicals, silos and fodder stacks as well as hay stacks within a shed or within 400m from any infrastructure including operational generators and stationary motors. Seed cleaners are excluded.

- Hay and straw stacks in open paddock areas awaiting pickup and removal are not required to be surrounded by a firebreak.

PLANTATIONS

A plantation is an area of planted trees, other than a windbreak, within the gazetted townsites exceeding 3 hectares and outside of a townsite exceeding 10 hectares.

Plantations are required to be fire hazard reduced by:

A. Boundary firebreaks: a 15m clear area is required on all boundaries of plantations and along public roads. This clear area must have a trafficable surface of at least 5m width of clear bare earth and a minimum vertical clearance of 4m. The remaining 10m must be maintained in a low fuel condition.

B. Compartment firebreaks: internal firebreaks between compartments of up to 30 hectares must be a minimum of 6m wide and for compartments over 30 hectares a minimum of 10m wide. In all cases a 5m trafficable surface and a minimum 4m vertical clearance should be maintained to allow access by firefighting appliances.

15.09.26.02 FIRE PREVENTION REQUIREMENT NOTICE

File No:	EME001
Date of Meeting:	24 September 2026
Location/Address:	N/A
Name of Applicant:	N/A
Name of Owner:	N/A
Author/s:	Sandie Spencer – Executive Governance 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 Council is to consider the recommendations of the Shire of Brookton's Bush Fire Advisory Committee (BFAC) to landowners to complete or refrain from certain activities during the Restricted Burning and Prohibited Burning periods.

Description of Proposal:
The Shire of Brookton completes an annual Firebreak Notice declaring the declaration of the conditions required for compliance by landowners for this forthcoming fire season. In previous years Council included in the Fire Break Notice the requirement to complete or refrain from certain activities during the Restricted Burning and Prohibited Burning periods in that notice.

Under Section 27 of the BFA and Regulation 39A of the Bushfire Regulations a local government or a bush fire control officer may prohibit the carrying out of an activity or operation either absolutely or except in accordance with conditions specified in the notice or direction by which the prohibition is imposed or in the regulations.

These notices were previously included in the Shire of Brookton Fire Break Notice. In 2026/27 it is recommended that these notices, although not included in the formal Fire Break Notice, they will be included in the materials mailed to all landowners and occupiers.

At their September 2026 Meeting the BFAC recommended that the Shire of Brookton give notice:

1. to prohibit the use of slasher and rotary mowers from 1st December to 28th February during the hours of 6:00am to 6:00pm with exceptions for reticulated areas.

2. that landowners must provide an operational, independent, mobile, water filled, firefighting unit with a water capacity of not less than 450 litres at all times on any property of aggregated land over 100 hectares in size throughout the restricted and prohibited burning period.

3. During any period when harvesting operations are being conducted an operational, independent, mobile firefighting unit must be located in the same paddock, or within 50m of the paddock.

4. during any operations throughout the restricted and prohibited burning period that may start a fire on any rural property of aggregated land equal to or less than 100 hectares in size, the operation must be accompanied by at least:

a. a trailer type fire unit attached to a towing vehicle and/or
b. a slip-on fire unit that must be attached to the tray of an operational vehicle in accordance with manufacturer's instructions.

Background:
The Shire of Brookton's BFAC held a meeting on Wednesday 2nd September 2026. Unconfirmed minutes of that meeting have been separately provided to Councillors and are available on the Shire of Brookton website.

Consultation:
The Shire of Brookton BFAC have made the recommendation to Council to require these actions.

The Shire will advertise the requirements of these notices by a mail out to all residents and land owners and promote the requirements through the restricted and prohibited burning periods.

Statutory Environment:
Bush Fires Act 1954
27. Prohibition on use of tractors or engines except under certain conditions
(7) Regulations made under subsection (6) may —
(a) authorise a local government or a bush fire control officer to prohibit the carrying out of an activity or operation either absolutely or except in accordance with conditions specified in the notice or direction by which the prohibition is imposed or in the regulations;
(b) prohibit the carrying out of an activity or operation without the consent of a local government or bush fire control officer;
(c) provide that an act or thing shall be done subject to the approval or to the satisfaction of a local government or a bush fire control officer;
(d) provide as the penalty for a breach of any regulation so made a maximum penalty of $5 000.

Bush Fires Regulations 1954
38A. Vehicles etc., power to prohibit etc. use of in restricted or prohibited burning times
(1) Where a bush fire control officer is of the opinion that the use or operation of any engines, vehicles, plant or machinery during the prohibited burning times or restricted burning times, or both, is likely to cause a bush fire, or would be conducive to the spread of a bush fire, the bush fire control officer may by notice or direction prohibit or regulate the carrying out of any activity or operation in a specified area either absolutely or except in accordance with conditions specified in the notice or direction or without the consent of the local government or bush fire control officer.

39A. Motor vehicles, use of in crops etc.
(2) A person operating a motor vehicle within the district of a local government shall comply with any requisition of the local government or a bush fire control officer which is made under the Act and communicated to him by an officer of the local government or the bush fire control officer.

Relevant Plans and Policy: Nil at this time.

Financial Implications:
In September 2026, Council will again develop a pamphlet with fire prevention information, including the statutory notices. This information will be direct mailed to every resident receiving mail from the Brookton Post Office and to every ratepayer with a mailing address outside the Shire of Brookton.

Risk Assessment:
Council's fire prevention activities, including the Firebreak Order 2026/27 and these area activity notices are a risk management strategy to:

- ameliorate the risks to the community of bush fire; and
- reduce liability of Council's responsibilities arising in the Bush Fire Act 1954.

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

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

Community & Strategic Objectives:
This proposal relates to delivery of statutory requirement of the Shire of Brookton and core business and responsibility of the Shire of Brookton.

Comment:
The requirements of this Recommendation, although now separately presented, are unchanged from previous years.

<u>BUSH FIRE ADVISORY COMMITTEE'S RECOMMENDATION</u>
That Council:

1. The use of slasher and rotary mowers is prohibited:
   a. from 1st December to 28th February during the hours of 6:00am to 6:00pm; and
   b. from 6:00pm on the day before an extreme or above fire danger rating is forecast from Bureau of Meteorology,

   unless that use is:
   a. on a property within a townsite of any size that is reticulated or;
   b. on a property outside the townsite, with the area being slashed or mowed is irrigated or reticulated and is less than 1 hectare.

2. Landowners must provide an operational, independent, mobile, water filled, firefighting unit with a water capacity of not less than 450 litres at all times on any property of aggregated land over 100 hectares in size throughout the restricted and prohibited burning period.

3. During any period when harvesting operations are being conducted:
   a. an operational, independent, mobile firefighting unit must be located in the same paddock, or within 50m of the paddock and
   b. that unit must be kept full of water at all times.

   The responsibility to supply the firefighting unit is that of the person conducting harvesting operations. Harvesting operations includes the use of augers and seed cleaning units, other than when used in a silo compound where surrounded by more than 15 metres cleared area.

4. during any operations throughout the restricted and prohibited burning period that may start a fire on any rural property of aggregated land equal to or less than 100 hectares in size, the operation must be accompanied by at least:
   a. a trailer type fire unit attached to a towing vehicle and/or
   b. a slip-on fire unit that must be attached to the tray of an operational vehicle in accordance with manufacturer's instructions.

   Operations likely to cause a fire includes, but is not limited to welding, use of an abrasive cutting disc or driving recreational vehicles though a paddock.

(Simple majority vote required)

OCM 09.26-13

COUNCIL RESOLUTION

Moved Cr Crouch Seconded Cr McCabe

That Council:

1. ***The use of slasher and rotary mowers is prohibited:***
   - ***a. from 1st December to 28th February during the hours of 6:00am to 6:00pm; and***
   - ***b. from 6:00pm on the day before an extreme or above fire danger rating is forecast from Bureau of Meteorology,***

   unless that use is:
   - ***a. on a property within a townsite of any size that is reticulated or;***
   - ***b. on a property outside the townsite, with the area being slashed or mowed is irrigated or reticulated and is less than 1 hectare.***

2. ***Landowners must provide an operational, independent, mobile, water filled, firefighting unit with a water capacity of not less than 450 litres at all times on any property of aggregated land over 100 hectares in size throughout the restricted and prohibited burning period.***

3. ***During any period when harvesting operations are being conducted:***
   - ***a. an operational, independent, mobile firefighting unit must be located in the same paddock, or within 50m of the paddock and***
   - ***b. that unit must be kept full of water at all times.***

   The responsibility to supply the firefighting unit is that of the person conducting harvesting operations. Harvesting operations includes the use of augers and seed cleaning units, other than when used in a silo compound where surrounded by more than 15 metres cleared area.

4. ***During any operations throughout the restricted and prohibited burning period that may start a fire on any rural property of aggregated land equal to or less than 100 hectares in size, the operation must be accompanied by at least:***
   - ***a. a trailer type fire unit attached to a towing vehicle and/or***
   - ***b. a slip-on fire unit that must be attached to the tray of an operational vehicle in accordance with manufacturer's instructions.***

   Operations likely to cause a fire includes, but is not limited to welding, use of an abrasive cutting disc or driving recreational vehicles though a paddoc*k.*

CARRIED BY SIMPLE MAJORITY VOTE 7 /0

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

15.09.26.03 APPOINTMENT OF FIRE CONTROL OFFICERS

File No:	EME 002
Date of Meeting:	24 September 2026
Location/Address:	N/A
Name of Applicant:	N/A
Name of Owner:	N/A
Author/s:	Sandie Spencer – Executive Governance Officer
Authorising Officer:	Gary Sherry – Chief Executive Officer
Declaration of Interest:	Nil
Voting Requirements:	Simple Majority
Previous Report:	N/A

Summary of Report:
Council is to consider the reviewed recommendation of the Shire of Brookton Bush Fire Advisory Committee (BFAC) for appointment of Fire Control Officers (FCOs).

Description of Proposal:
A BFAC Meeting was held on Wednesday 2nd September 2026, to recommend FCOs for appointment for the 2026/27 fire season.

The BFAC recommended that the appointment of volunteers who have valid training records showing completion of the FCO Course.

Position	Nominee(s)
Chief Bush Fire Control Officer	Travis Eva
Deputy Chief Bush Fire Control Officer(s)	Tim Evans / Brad Bassett
FCO's – Central Brigade	Troy Bassett, Brad Bassett, Murray Hall.
FCO's – East Brigade	Bevan Walters, Travis Eva, Darrell Turner, Michael Eva, Jarrad Turner
FCO's – West Brigade	Tim Evans, Mark Whittington, Len Simmons, Tristan Guinness, Toby Blechynden
FCO – Shire of Brookton	Mark Charles, Sandie Spencer, Jennifer Mason, Gary Sherry
Fire Weather Officers	1. Travis Eva 2. Brad Bassett 3. Tim Evans
Dual FCO – Shire of Beverley	Brad Bassett
Dual FCO – Shire of Corrigin	Bevan Walters, Travis Eva, Darrell Turner
Dual FCO – Shire of Pingelly	Tim Evans, Murray Hall
Dual FCO – Shire of Wandering	Tim Evans

Background:
The Shire of Brookton considers annually the appointment of Fire Control Officers (FCO) recommended by the Shire of Brookton's Bush Fire Advisory Committee (BFAC).

Consultation:
The BFAC's Recommendation reflects the Minutes of the Shire of Brookton Bushfire Advisory Committee Meeting held on 2nd September 2026.

Statutory Environment:
Bush Fires Act 1954
38. Local government may appoint Bush Fire Control Officer
(1) A local government may from time to time appoint such persons as it thinks necessary to be its bush fire control officers under and for the purposes of this Act, and of those officers shall subject to section 38A(2) appoint 2 as the Chief Bush Fire Control Officer and the Deputy Chief Bush Fire Control Officer who shall be first and second in seniority of those officers, and subject thereto may determine the respective seniority of the other bush fire control officers appointed by it.

(17) A fire weather officer of an approved local government, or a deputy of that fire weather officer while acting in the place of that officer, may authorise a person who has received a permit under section 18(6)(a), to burn the bush in the district of the local government notwithstanding that for any day, or any period of a day, specified in the notice the fire danger forecast issued by the Bureau of Meteorology in Perth, in respect to the locality where the bush proposed to be burnt is situated, is "catastrophic", "extreme" or "high", and upon the authority being given the person, if the person has otherwise complied with the conditions prescribed for the purposes of section 18, may burn the bush.

40. Local governments may join in appointing and employing bush fire control officers
(1) Two or more local governments may by agreement join in appointing, employing and remunerating bush fire control officers for the purposes of this Act.
(2) Bush fire control officers so appointed may exercise their powers and authorities and shall perform their duties under this Act in each and every one of the districts of the local governments which have joined in appointing them.

Relevant Plans and Policy:
The Shire of Brookton has two policies that are aligned to these appointments being:
- 4.4 – Use of Council Equipment and Machinery for Bushfire Control; and
- 4.5 – Expenditure Limit – Bush Fire Control Officers.

Financial Implications: Nil

Risk Assessment:
Without the required authorisation from Council there is a perceived medium level risk in relation to the duties performed by the newly appointed Fire Control Officers, which could be deemed unlawful and potentially invalid should their actions be challenged through a judicial process. Therefore, the level of risk is assessed against the following matrix table as 'Medium'.

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

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

Community & Strategic Objectives: Nil

Comment: Nil

BUSH FIRE ADVISORY COMMITTEE'S RECOMMENDATIONS

That Council make the following appointments for the 2026/27 fire season.

Position	Nominee(s)
Chief Bush Fire Control Officer	Travis Eva
Deputy Chief Bush Fire Control Officer(s)	Tim Evans / Brad Bassett
FCO's – Central Brigade	Troy Bassett, Brad Bassett, Murray Hall.
FCO's – East Brigade	Bevan Walters, Travis Eva, Darrell Turner, Michael Eva, Jarrad Turner
FCO's – West Brigade	Tim Evans, Mark Whittington, Len Simmons, Tristan Guinness, Toby Blechynden
FCO – Shire of Brookton	Mark Charles, Sandie Spencer, Jennifer Mason, Gary Sherry
Fire Weather Officers	1. Travis Eva 2. Brad Bassett 3. Tim Evans
Dual FCO – Shire of Beverley	Brad Bassett
Dual FCO – Shire of Corrigin	Bevan Walters, Travis Eva, Darrell Turner
Dual FCO – Shire of Pingelly	Tim Evans, Murray Hall
Dual FCO – Shire of Wandering	Tim Evans

(Simple majority vote required)

OCM 09.26-14

COUNCIL RESOLUTION

Moved Cr McCabe Seconded Cr Andretta

That Council make the following appointments for the 2026/27 fire season.

Position	*Nominee(s)*
Chief Bush Fire Control Officer	*Travis Eva*
Deputy Chief Bush Fire Control Officer(s)	*Tim Evans / Brad Bassett*
FCO's – Central Brigade	*Troy Bassett, Brad Bassett, Murray Hall.*
FCO's – East Brigade	*Bevan Walters, Travis Eva, Darrell Turner, Michael Eva, Jarrad Turner*
FCO's – West Brigade	*Tim Evans, Mark Whittington, Len Simmons, Tristan Guinness, Toby Blechynden*
FCO – Shire of Brookton	*Mark Charles, Sandie Spencer, Jennifer Mason, Gary Sherry*
Fire Weather Officers	*1. Travis Eva* *2. Brad Bassett* *3. Tim Evans*
Dual FCO – Shire of Beverley	*Brad Bassett*
Dual FCO – Shire of Corrigin	*Bevan Walters, Travis Eva, Darrell Turner*
Dual FCO – Shire of Pingelly	*Tim Evans, Murray Hall*
Dual FCO – Shire of Wandering	*Tim Evans*

CARRIED BY SIMPLE MAJORITY VOTE 7/0

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

15.09.26.04 APPOINTMENT OF DUAL FIRE CONTROL OFFICERS

File No:	EME002
Date of Meeting:	24 September 2026
Location/Address:	N/A
Name of Applicant:	Shire of Corrigin
Name of Owner:	N/A
Author/s:	Sandie Spencer – Executive Governance Officer
Authorising Officer:	Gary Sherry – Chief Executive Officer
Declaration of Interest:	Nil
Voting Requirements:	Simple Majority
Previous Report:	N/A

Summary of Item:
Council is to consider formally the consideration of Dual Fire Control Officers (FCO) from adjoining Local Governments.

Description of Proposal:
The Shire of Corrigin have requested that Council appoint Dual FCOs for the Shire of Brookton.
The nominated FCOs are:

Shire of Corrigin	Greg Evans, Braden Grylls.

Background:
The *Bush Fires Act 1954* permits the appointment of Dual FCOs to be authorised between adjoining Local Governments.

Council has been requested by the Shire of Corrigin to appoint Dual FCOs under the *Bush Fires Act, 1954,* to empower these volunteers to act in their appointed roles across the municipal boundary to the Shire of Brookton.

Consultation:
The Shire of Brookton Bush Fire Advisory Committee (BFAC) has considered these applications and made recommendation to Council to make these appointments.

Statutory Environment:
The appointment of Dual FCOs for the 2026/27 Bush Fire season is undertaken in accordance with Sections 38, 39, 40 and 56 – Appointment of Bush Fire Control Officers of the *Bush Fires Act, 1954.*

Relevant Plans and Policy:
Council Policies 4.3 – Use of Council Equipment and Machinery for Bushfire Control.

Financial Implications:
There are no direct financial implications of this matter.

Risk Assessment:
The appointment of Dual FCOs encourages cross border liaison between volunteer bush fire brigades, reducing the organisation risks associated with deployment to fire emergencies.

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

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

Community & Strategic Objectives: Nil.

Comment: Nil

BUSH FIRE ADVISORY COMMITTEE'S RECOMMENDATIONS

That the Council make the following appointments of Dual Fire Control Officers for the 2026/27 fire season:

Shire of Corrigin Greg Evans, Braden Grylls

(Simple majority vote required)

OCM 09.26-15

COUNCIL RESOLUTION

Moved Cr McCabe Seconded Cr Crouch

That the Council make the following appointments of Dual Fire Control Officers for the 2026/27 fire season:

Shire of Corrigin Greg Evans, Braden Grylls

CARRIED BY SIMPLE MAJORITY VOTE 7/0

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

15.09.26.05	COMMUNITY EMMERGENCY SERVICES MANAGER – SHARED SERVICE MEMORANDUM OF UNDERSTANDING
File No:	EME026
Date of Meeting:	24 September 2026
Location/Address:	Shire of Brookton
Name of Applicant:	Shire of Brookton
Name of Owner:	Shire of Brookton
Author/s:	Gary Sherry – Chief Executive Officer
Authorising Officer:	Gary Sherry – Chief Executive Officer
Declaration of Interest:	The author and authorising officer do not have an interest in this item
Voting Requirements:	Simple Majority
Previous Report:	N/A

Summary of Report:
This report seeks Council's endorsement of a revised Memorandum of Understanding (MOU) between the Department of Fire and Emergency Services (DFES) and the Shires of Brookton, Corrigin and Pingelly for the continuation of the Community Emergency Services Manager (CESM) service.

Description of Proposal:
The CESM program has operated successfully across the Shires of Brookton, Corrigin and Pingelly for approximately six years and has provided a coordinated approach to emergency management, preparedness, prevention, response and volunteer support across the participating local governments.

The proposed revised MOU has been prepared by DFES in consultation with the Shire of Brookton, as the host local government. It establishes the respective roles and responsibilities of DFES and the three participating local governments in the management and delivery of the CESM service.

The proposed MOU provides for a three-year term from the date of signing, with an option for a further three-year term.

The key objectives of the CESM service are to:
- increase the capacity and capability of emergency service volunteers and provide on-ground support to Incident Controllers during emergency incidents;
- coordinate emergency prevention and preparedness programs to reduce the incidence and impact of emergencies;
- support consistent emergency management protocols, procedures and equipment standards;
- improve communication and coordination between emergency management organisations;
- support volunteer recruitment, retention and organisational development;
- coordinate appropriate training to ensure volunteers have the competencies required for the risks present within the participating local government areas;
- develop a partnership between DFES and the participating local governments that supports effective and consistent emergency service delivery; and
- strengthen community participation in fire prevention, emergency preparedness and resilience activities.

The CESM will be employed by the Shire of Brookton and operate under the supervision of the Shire, with operational input and support from DFES and the participating local governments.

The current arrangement for the CESM to provide dedicated support to the Shire of Corrigin for three days per fortnight is proposed to continue.

Continuation of the existing arrangement provides the participating local governments with a shared specialist resource while retaining the financial and operational benefits of the established partnership with DFES.

Background:
The Shires of Brookton, Corrigin and Pingelly initially entered into a three-year MOU with DFES in 2020 for the establishment of a shared CESM position. The arrangement was based on the 60/40 funding model offered by the DFES Commissioner, with DFES contributing 60% of the cost and the participating local governments collectively contributing the remaining 40%.

The MOU was subsequently reviewed and renewed in 2024 for a further three-year period.
The CESM arrangement has provided a dedicated resource to support the participating local governments and their emergency service organisations in areas including emergency preparedness, bushfire prevention, volunteer development, training, incident response and community resilience.

The existing MOU and associated Business Plan have now been reviewed and updated to reflect the commencement of the new CESM and the continuation of the shared service arrangement.

The Shire of Brookton will continue as the host local government and employer of the CESM.

Consultation:
Consultation regarding the revised MOU has occurred between:
- Shire of Corrigin;
- Shire of Pingelly; and
- Department of Fire and Emergency Services.

All participating local governments have indicated their support for continuation of the shared CESM arrangement.

No broader community consultation is considered necessary in relation to the MOU, as the proposal relates to the continuation of an established inter-agency emergency management service.

Statutory Environment: Nil
Relevant Plans and Policy: Nil

Financial Implications:
The Shire of Brookton contributes one-third of the 40% local government contribution towards the shared CESM position.

The Shire's contribution is approximately $20,000 per annum and has been provided for in the Shire of Brookton's 2026/27 adopted budget.

As the host local government, the Shire of Brookton also provides:
- the CESM vehicle;

- primary office accommodation; and
- employee administration and associated support.

The Shires of Corrigin and Pingelly provide office accommodation and meet costs specific to their respective local government areas.

DFES provides IT equipment, relevant office costs and other costs specific to DFES.

The proposed MOU does not result in any expenditure outside the existing budget allocation, subject to the terms of the final agreement.

Risk Assessment:
The principal risk associated with not continuing the shared CESM arrangement is a reduction in the dedicated capacity available to the participating local governments to undertake emergency preparedness, prevention, volunteer support, training and coordination activities.

The financial risk to the Shire associated with continuing the arrangement is considered Moderate consequence with a Possible likelihood, resulting in a Medium risk rating under the Shire of Brookton Risk Framework. The risk is considered manageable through the continuation of the existing shared funding and governance arrangements, regular review of the CESM Business Plan and ongoing consultation between the participating local governments and DFES.

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, particularly in relation to:
- community safety and resilience;
- effective emergency management and preparedness;
- supporting community organisations and volunteers; and
- maintaining effective partnerships with government agencies and neighbouring local governments.

The proposal is also consistent with the objectives of the Corporate Business Plan 2022–2026

relating to effective service delivery, community safety, emergency management and regional collaboration.

Comment
The CESM program has provided the participating local governments with a dedicated and coordinated emergency management resource for approximately six years. The arrangement has enabled the Shires to share the cost of a specialist position while providing a level of emergency management capacity that would be difficult for each individual local government to maintain independently.

Emergency management, bushfire preparedness, volunteer coordination and regulatory requirements have continued to increase in complexity. There is also an ongoing need for greater support for local emergency service volunteers, particularly in training, preparedness, prevention activities and coordination during emergency incidents.

The Shire of Brookton is willing to continue as the host local government and employer of the CESM and to provide the associated vehicle, accommodation and administrative support.

The revised MOU provides an appropriate framework for continuing the established partnership between DFES and the three participating local governments. It also provides certainty regarding the respective financial, employment and operational responsibilities of each organisation.

The Officer considers continuation of the shared CESM arrangement to be appropriate and recommends that Council endorse the revised MOU for a further three-year period, with provision for a further three-year term subject to the agreement of the participating parties.

OFFICER'S RECOMMENDATION

That Council:

1. *Endorse the Community Emergency Service Manager Memorandum of Understanding between the Department of Fire and Emergency Services and the Shires of Brookton, Corrigin and Pingelly, included at Attachment 15.09.26.05A for a period of three years from the date of signing with an option of a further three year term; and*

2. *Authorise the Chief Executive Officer to execute the Memorandum of Understanding on behalf of the Shire of Brookton, subject to any minor amendments that do not materially alter the obligations or financial commitments of the Shire.*

(Simple majority vote required)

OCM 09.26-16

COUNCIL RESOLUTION

Moved Cr Crouch Seconded Cr Andretta

That Council:

1. ***Endorse the Community Emergency Service Manager Memorandum of Understanding between the Department of Fire and Emergency Services and the Shires of Brookton, Corrigin and Pingelly, included at Attachment 15.09.26.05A for a period of three years from the date of signing with an option of a further three year term; and***

2. ***Authorise the Chief Executive Officer to execute the Memorandum of Understanding on behalf of the Shire of Brookton, subject to any minor amendments that do not materially alter the obligations or financial commitments of the Shire.***

CARRIED BY SIMPLE MAJORITY VOTE 7/0

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

Attachments

Attachment 15.09.26.05A - Community Emergency Service Manager Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING
(Non-Binding)
BETWEEN

Department of Fire and Emergency Services
ABN: 39 563 851 304
20 Stockton Bend Cockburn
Central WA 6164

AND

Shire of Brookton
ABN 74 164 408 055
14 White Street
Brookton WA 6306

AND

Shire of Corrigin
ABN 99 880 773 647
9 Lynch Street
Corrigin WA 6375

AND

Shire of Pingelly
ABN 30 389 182 782
17 Queen Street
Pingelly WA 6308

FOR
The Provision of a Local Government Employed Community Emergency Services Manager (CESM)

DFES File Reference	
Shire File Reference	Shire of Brookton, Shire of Corrigin and Shire of Pingelly

1. DEFINITIONS

AIIMS	*Australasian Inter-Service Incident Management System*, a framework used to support the management of emergency incidents.
Availability Allowance	A payment fully funded by DFES for a CESM to remain contactable, but not necessarily immediately available, outside the employee's normal hours of duty to be available for recall to duty for incident related matters by DFES RDC / MOC.
BF Act	*Bush Fires Act 1954* (WA)
BFCO	Bush Fire Control Officer
CESM	Community Emergency Services Manager
ComCen	DFES Communications (000 call) Centre
DFES	Department of Fire and Emergency Services
DFES MOC	DFES Metropolitan Operations Centre
DFES MDC	DFES Metro Duty Coordinator
DFES RDC	DFES Regional Duty Coordinator
Emergency Management	The provision of Prevention, Preparedness, Response and Recovery functions in order to provide a comprehensive approach to emergency services within the Shires.
LGGS	Local Government Grants Scheme
MOU	Memorandum of Understanding
On call Allowance	A payment fully funded by DFES for the CESM to be immediately contactable outside the employee's normal hours of duty in case of a call out requiring an immediate return to duty by DFES RDC.
Party/Parties	DFES and the Shires of Brookton, Corrigin and Pingelly
SAP	Standard Administrative Procedure
Shires	The Shires of Brookton, Corrigin and Pingelly
WAFS EBA	Western Australian Fire Service Enterprise Bargaining Agreement 2023 (as amended)

1. BACKGROUND AND PURPOSE

1.1 The Parties commit to a collaborative approach in the delivery of fire and emergency management functions to the Shires, ensuring alignment with DFES best practice, relevant legislation *and the principles of prevention, preparedness, response and recovery (PPRR)*.

1.2 This MOU:

- sets out the respective roles and responsibilities of the Parties in relation to the employment and management of a CESM for the Shires.
- outlines the commitments and undertakings of both Parties to support the CESM role and achieve effective outcomes for the community.
- is not intended to create legally binding or enforceable obligations between the Parties; it is instead intended as a framework for cooperation and shared understanding between the Parties.

2. MOU OBJECTIVES

2.1 To establish specific responsibilities of the Parties with respect to the delivery of emergency services within the Shires, in particular to:

- deliver coordinated prevention programs to reduce the incidence and impact of emergencies, thereby improving the level of safety and resilience in the community.
- operate to a consistent set of protocols, procedures and equipment standards.
- provide efficient systems of communication between DFES, the Shires and partner agencies to improve service delivery outcomes.
- promote and support volunteer arrangements that combine the spirit of volunteerism to attract, strengthen and retain members.
- provide and/or coordinate the level of training required to ensure volunteers and staff are competent and capable to respond to the risk level and complexity of emergencies to which they may be required to respond to.
- develop and maintain a partnership that will see a best practice approach to emergency service delivery implemented between the Shires and DFES.
- enhance local community ownership of fire prevention and preparedness programs and activities.

3. ACKNOWLEDGMENTS AND UNDERTAKINGS BY DFES

3.1 DFES will deliver the following services:

- **Prevention**: The development and provision of community safety programs and services, to the Shires' staff and emergency service volunteers as required and mutually agreed. Programs and services include (but are not limited to) Bushfire Ready, Education programs such as Home Fire safety school visits, Firewise Gardening, Burn SMART, Storm Safety and Flood, and earthquake hazard awareness.
- **Preparedness**: DFES will support the training and development of volunteers and staff in partnership with the DFES volunteer training network. Training will be aligned to the evolving risk environment faced by the emergency services and available resources, ensuring personnel are competent and capable to perform their roles safely and effectively. Access will also be provided to specialist and advanced courses that support progression into increased roles and responsibilities.
- **Response**: DFES will assist with the day-to-day incidents through the ComCen and DFES regional office. When requested by the Shires and agreed by DFES, management, coordination, support and operational leadership will be provided at fire and emergency incidents in accordance with the AIIMS and relevant State Hazard Plans.
- **Recovery**: DFES will provide strategic advice and support to the Shires in the

development and implementation of recovery management arrangement, in line with *Emergency Management Act 2005* and the *State Emergency Management Policy and Procedures. DFES will assist the* Shires to build local capability and resilience by sharing expertise, lessons learned and resources as appropriate.

- **Management and Administration**: DFES will provide day-to-day and strategic management support to the Shires, including the setting and maintenance of vehicle and equipment standards, guidance on LGGS budgeting and compliance, standards of operation, assistance with the coordination of rosters, brigade training maintenance and records, community liaison and facilitation of administrative processes such as incident reporting, activity statements and other required returns.

3.2 DFES will provide strategic advice and access to programs and/or services in order to support services delivered by the Shires.

4. ACKNOWLEDGMENTS AND UNDERTAKINGS BY THE SHIRES

4.1 The Shires will deliver the following services:

- **Prevention**: The Shires will administer and enforce the appropriate fire prevention provisions of the BF Act while also promoting and participating in community safety programs in consultation with DFES.
- **Preparedness**: The Shires will, through their staff, infrastructure and resources, support the emergency services preparedness programs developed and implemented by DFES. The Shires will also ensure that their bush fire brigade volunteers are trained to the appropriate competency levels.
- **Response**: The Shires will respond to day-to-day incidents through the turnout of their Bush Fire Brigades and provide support to DFES controlled incidents, including access to volunteers, appliances and other resources when requested by the Incident Controller.
- **Recovery**: The Shires will undertake recovery activities in accordance with its responsibilities under the *Emergency Management Act 2005.*
- **Management and Administration**: The Shires will provide leadership and support to the development and management of their community emergency management arrangements, including giving the CESM appropriate access to the Shires systems, resources and financial processes as agreed between the parties.

4.2 The Shires will appoint the CESM as a BFCO in accordance with section 38 of the BF Act.

4.3 The Shires will develop and maintain their emergency services operating and capital budget, to ensure sufficient funds are requested through the LGGS funding process to maintain emergency services buildings, appliances and associated infrastructure.

4.4 The Shires will ensure appropriate allocation of funds in their annual budget to meet the costs of the CESM arrangement, as outlined in Attachment 1–*Indicative Cost Sharing Arrangement between DFES and the Shires.*

4.5 The Shires will apply to the Department of Transport and Major Infrastructure for designation of the CESM vehicle as an Emergency Vehicle Status (EVS)[1] and shall be responsible for ensuring full and continuing compliance with all statutory and regulatory

requirements associated with such designation.

4.6 The Shires may amend any applicable local laws to reflect the arrangements set out in this MOU.

4.7 The Shires will continue to support the CESM role through the provision of administrative support at each Shire to build local capacity and manage CESM workload.

5. CONDITIONS OF EMPLOYMENT

5.1 The CESM will be employed under the terms and conditions of the Local Government Officers' Award 2021 and in accordance with the Shire of Brookton's employment contract and Job Description Form. Any special allowances applicable to the role will be paid in accordance with this MOU.

6.2. The CESM's hours of duty will be outlined in their employment contract. The CESM is expected to manage their own time and will be required to work some weekends and nights, as necessary to fulfill the functions of the role.

6.3 The CESM will operate under the joint supervision of a designated DFES District Officer Narrogin and the Shire of Brookton CEO. Any disputes or inconsistencies between the two parties will be managed in accordance with the dispute resolution procedure outlined in clause 11 of this MOU.

6.4 The CESM's uniform will be consistent with DFES SAP1.03.D – Dress Standards, including the DFES arm patch and the appropriate epaulettes representative of a Local Government-employed CESM.

6.5 Overtime for attendance at DFES controlled operational incidents and for other authorised DFES matters will be approved by the DFES RDC and reimbursed to the Shire upon invoicing. Overtime for authorised attendance at Shire controlled operational incidents and for any other authorised Shire matters will be approved by the appointed Shire CEO and paid by the Shires. All overtime will be paid in accordance with the Local Government Officers' Award 2021. Where the CESM looks after multiple local government areas, the Shires that authorises the attendance warranting overtime will pay the overtime in full.

6.6 Availability allowance will be fully funded by DFES at Station Officer L2 classification (as per the WAFS EBA).

6.7 On call allowance, where authorised by the DFES RDC / MOC, will be fully funded by DFES. On call allowance will be paid at the Station Officer L2 classification (as per the WAFS EBA).

6.8 Any performance-based issue or grievance will be managed under the Shire of Brookton's internal policies. At least a joint DFES/Shires bi-annual performance review will be completed. CESM professional development will be consistent with the DFES CESM Pathway and associated training programs.

6.9 The vehicle provided for CESM use will be by agreement between the Shires and DFES, within specifications of Attachment 2: *CESM Vehicle Specifications.* The CESM will have commuting use, home garaging rights and private use within the DFES Region while on call. Vehicle access will not be permitted during periods of leave. Any vehicle configurations above the specifications outlined in Attachment 2: *CESM Vehicle Specifications* will be funded by the Shires. The vehicle is to be replaced on or before its 5 year anniversary, to ensure modern safety standards are being met, preserve mechanical reliability, and retained value.

6.10 The CESM will undertake operational duties as required, including supporting the DFES RDC / MOC and being placed on the DFES State Duty Roster.

6. FINANCIAL PROVISIONS[2]

6.1 The costs associated with this CESM arrangement will be shared between DFES and the Shires, with DFES contributing 60% and the Shires contributing 40%, unless otherwise specified in Attachment 1: *Indicative CESM Cost Sharing Arrangement between DFES and the Shires of Brookton, Corrigin and Pingelly.*

6.2 The CESM arrangement funded by DFES and the Shires is based on the local government rates assessment revenue at the time of MOU development or renewal (see Table 1).

Table 1: Determination of CESM funding ratio

LG RATES ASSESSMENT $	DFES	LOCAL GOVERNMENT	ESL CATEGORIES
0 – 3,000,000	70%	30%	4 & 5
3,000,001 – 10,000,000	60%	40%	4 & 5
10,000,001 – upwards	50%	50%	3, 4 & 5

Note: Where a CESM arrangement involves multiple local governments, the combined rate assessment value is to be utilised to determine funding ratio.

[2] *Note: all cost sharing amounts within this MOU are exclusive of GST.*

7. HUMAN RESOURCE ARRANGEMENTS

7.1 The selection process for the CESM position will be led by the Shire of Brookton, with DFES and the Shires providing support and participation in recruitment and selection process.

7.2 The CESM will operate under a jointly agreed three-year business plan, developed by the Parties, and will be reviewed annually to ensure priorities remain current and achievable.

7.3 The Shires will each provide office facilities, equipment and administrative support for the CESM at each location to enable them to perform their duties effectively.

7.4 The CESM will be released through discussion with the Shires to act in DFES operational

positions when successful through expression of interest, or as required, to develop additional skills and experience. Release duration should not exceed eight weeks per annum unless otherwise agreed.

8. REPORTING

8.1 The Shires CEOs and the DFES Superintendent Upper Great Southern will jointly set the targets, outcomes and performance measures to be achieved through the CESM business plan.

8.2 The CESM is required to complete the reporting tool in the business plan on a bi-annual basis to record progress against the agreed targets and outcomes.

8.3 The DFES District Officer Narrogin and the Shire of Brookton will meet with the CESM every quarter to review and discuss the completed reporting tool, provide guidance and ensure that all outcomes and targets in the business plan are being achieved.

9. DURATION AND AMENDMENTS

9.1 This MOU will commence on the date of the last signature at clause 15 and will remain in effect for three years with an option to extend for a further three years by mutual agreement of all parties.

9.2 This MOU may only be amended, varied or modified by written agreement between the parties.

10. DISPUTE RESOLUTION

10.1 The parties will make every reasonable effort to resolve any dispute arising under this MOU locally, through direct discussion, conference and negotiation, as quickly as practicable.

10.2 Where a dispute notice is issued by either party, the parties will confer and negotiate within 7 days of receiving the notice, with the aim of reaching a timely resolution.

10.3 If the matter cannot be resolved by negotiation then the matter of dispute will be conferred, deliberated and resolved by the FES Commissioner (or a nominated delegate) and the Shires CEOs (or a nominated delegate).

11. TERMINATION

11.1 This MOU may be terminated by:

a) mutual agreement of all parties in writing at any time; or
b) any party providing three months' written notice to the other parties.

12. NOTICES

12.1 Notices or other communications by each party to each other and under this MOU must, unless otherwise notified in writing, be addressed and forwarded as follows:

DFES
FES Commissioner Department of Fire and Emergency Services PO Box P1174 PERTH WA 6844 Email: DFES@dfes.wa.gov.au
Shire of Brookton
Chief Executive Officer Shire of Brookton PO Box 42 BROOKTON WA 6306 Email: mail@brookton.wa.gov.au
Shire of Corrigin
Chief Executive Officer Shire of Corrigin PO Box 221 CORRIGIN WA 6375 Email: Shire@corrigin.wa.gov.au
Shire of Pingelly
Chief Executive Officer Shire of Pingelly 17 Queen Street PINGELLY WA 6308 Email: admin@pingelly.wa.gov.au

14 ASCENDANCY OF LEGISLATION

14.1 The parties acknowledge that all relevant legislation applicable in Western Australia, including subsidiary legislation, will prevail over this MOU to the extent of any inconsistency.

15 SIGNATORIES

SIGNED for and on behalf of the **Department of Fire and Emergency Services** by:

DARREN KLEMM AFSM	**/ / 2026**
COMMISSIONER	**DATE:**

SIGNED for and on behalf of **Shire of Brookton** by:

GARY SHERRY	**/ / 2026**
CHIEF EXECUTIVE OFFICER	**DATE:**

SIGNED for and on behalf of **Shire of Corrigin** by:

NATALIE MANTON	**/ / 2026**
CHIEF EXECUTIVE OFFICER	**DATE:**

SIGNED for and on behalf of **Shire of Pingelly** by:

ANDREW DOVER	**/ / 2026**
CHIEF EXECUTIVE OFFICER	**DATE:**

ATTACHMENT 1

INDICATIVE CESM COST SHARING BETWEEN DFES AND THE SHIRES OF BROOKTON, CORRIGIN AND PINGELLY AS AT 2026

ITEM	*DESCRIPTION*	*TOTAL COSTS*	*DFES*	*60%*	*LOCAL GOVERNMENT*	*40%*	*RECOUP*	*FREQUENCY*	*COMMENTS*
EMPLOYMENT COSTS									
Salary	*As negotiated with LG based on LG award/EBA*	$97,000	$58,200	*60%*	$38,800	*40%*	DFES to pay on invoice from Shires	Quarterly	DFES and LG share costs based on agreed ratio. If salary exceeds base Award/EBA, excess costs are LG responsibility.
On Costs (30%)	*Workers Compensation, Superannuation and Annual and Long Service Leave accruals*	$29,100	$17,460	*60%*	$11,640	*40%*	DFES to pay on invoice from Shires	Quarterly	Based on actual LG costs. Adjusted annually in line with statutory changes (e.g. super increases).
Availability Allowance		$12,843	$12,843	*100%*			DFES to pay on invoice from Shires	Quarterly	Refer to Clause 6.6. Subject to EBA indexation.
On-Call Allowance	*Where approved by RDC*	As incurred		*100%*			DFES to pay on invoice from Shires	Quarterly	Refer to Clause 6.7. Authorised by DFES RDC / MOC.
Overtime – DFES Authorised	*Where approved by RDC*	As incurred		*100%*			DFES to pay on invoice for DFES authorised overtime	As required	Refer to Clause 6.5. Authorised by DFES RDC / MOC.
Overtime – LG Authorised	*Where approved by Shire*	As incurred				*100%*		As required	Refer to Clause 6.5. Authorised by LG. Paid under LG Award/EBA.
Other - Office Equipment	Additional monitors, desk and chair at the LG	As incurred				100%		As required	
OPERATIONAL COSTS									
ICT Equipment	*Includes Laptop Computer, accessories & data card*	$3,000	$3,000	*100%*			DFES to provide		DFES supplied and maintained. Replaced every 3-4 years.
Mobile phone & usage		$1,800	$1,080	*60%*	$720	*40%*	DFES to pay on invoice from Shires	Quarterly	Shires to provide

ITEM	DESCRIPTION	TOTAL COSTS	DFES	60%	LOCAL GOVERNMENT	40%	RECOUP	FREQUENCY	COMMENTS
Vehicle Expenses	*Lease, fuel, servicing and other on-road costs*	$40,000	$24,000	*60%*	$16,000	*40%*	DFES to pay on invoice from Shires	Quarterly	Shires provides vehicle. Insurance arranged by LG. Private use rules to be agreed (FBT compliance). Backup vehicle provision by LG if CESM vehicle is unavailable.
Uniforms / PPE	*Purchase/Maintenance*	$1,000	$1,000	*100%*			DFES to provide – order through DFES Region.	As required	As per DFES Directive *1.3 – Dress Standards.* Initial uniform/PPC costs absorbed by DFES.
Training	*Approved courses attended*	$2,000	$1,200	*60%*	$800	*40%*	DFES to pay on invoice from Shires as required.	Quarterly	Including course fees, travel and accommodation. Aligned to CESM professional development.
Incident Deployment Costs	*As agreed, and negotiated between DFES and LG*			*100%*			DFES to pay on invoice from Shires for DFES incidents.	Quarterly	DFES funds CESM deployment costs. Shires to provide purchasing card.
TOTAL		**$186,743**	**$118,783**		**$67,960**				

ATTACHMENT 2

CESM VEHICLE SPECIFICATIONS

- 4 x 4 Dual Cab Utility
- Recommended DFES POD style *(lockable)* or to a similar design standard
- Air Conditioning
- Window tinting
- Roobar
- Spotlights
- Towbar
- WAERN Radio
- Automated Vehicle Locator (AVL)
- Mobile phone car kit with Celfi Alternatives/LEOS (i.e.Starlink)
- Emergency beacons and siren to DFES standards
- Emergency striping to DFES standards
- DFES and Local Government logos

Vehicle Disposal Requirement

- Remove all DFES provided equipment including, but not limited to, WAERN radio, Automated Vehicle Locator (AVL), Emergency beacons, siren and mobile phone car kit.
- All DFES branding must be fully removed prior to disposal.
- All Local Government (LG) logos must also be removed before the vehicle is transferred, sold, or otherwise disposed of.
- LG to ensure Emergency Vehicle Status no longer applied to vehicle prior to disposal.
- Removal includes decals, paintwork, signage, and any identifying marks that could imply the vehicle is still an operational government or emergency service asset.

15.09.26.06 COMMUNITY EMERGENCY SERVICES MANAGER - BUSINESS PLAN

File No:	EME026
Date of Meeting:	24 September 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 requested to consider and endorse the revised Community Emergency Services Manager (CESM) Business Plan between the Shires of Brookton, Pingelly and Corrigin and the Department of Fire and Emergency Services (DFES). The Business Plan establishes the key outcomes, deliverables, responsibilities and performance measures for the shared CESM position and provides a framework for the continued delivery and review of the service.

Description of Proposal:
The draft CESM Business Plan, included at Attachment 15.09.26.06A, sets out the functions and expected outcomes of the shared CESM position across the participating local governments and DFES.

The CESM Business Plan has now been reviewed and updated to reflect the commencement of the new CESM and the continuation of the shared service arrangement.

The Business Plan identifies specific tasks, responsible organisations, timeframes and performance indicators. It also provides for six-monthly reporting against the Plan and an annual review of both the Business Plan and the CESM's performance.

The Business Plan is structured around the four recognised emergency management areas of prevention, preparedness, response and recovery, together with special projects and administration.

<u>Prevention</u>
The Prevention strategic intention seeks to increase community awareness of hazards and support activities that reduce or mitigate their potential impacts. Bushfire risk management planning, mitigation activities, community engagement and the implementation of relevant bushfire risk management programs are key deliverables.

<u>Preparedness</u>
The Preparedness strategic intention seeks to ensure that appropriate infrastructure, equipment, plans, programs and trained personnel are available in preparation for emergencies. Key activities include emergency management planning, training, exercises, coordination of brigade and emergency management activities, and management of personal

protective equipment and other specialist equipment for volunteers.

Response
The Response strategic intention seeks to support a rapid and coordinated response to emergencies and to minimise the impact of hazards on the community. The CESM provides operational support to local government and volunteer emergency service organisations, including support during incidents and coordination with DFES and other emergency management agencies.

Recovery
The Recovery strategic intention seeks to support the community, employees and volunteers affected by significant emergencies to recover effectively and efficiently. The CESM provides support to recovery activities and assists with coordination and referral to appropriate support services following significant incidents.

Special Projects
The Special Projects strategic intention allows the CESM to coordinate and assist with specific emergency management projects that provide a benefit to the participating communities. This may include the planning and delivery of emergency management infrastructure, including fire station projects within the Shire of Brookton.

Administration
The Administration strategic intention provides for the ongoing coordination and management of the CESM function. The role provides access to specialised DFES emergency management systems, information, expertise and resources that can be applied for the benefit of the participating local governments and their communities.

Background:
The CESM program has operated across the Shires of Brookton, Corrigin and Pingelly for approximately six years. It provides a shared specialist resource supporting emergency management, bushfire preparedness and prevention, volunteer development, training, incident response and community resilience.

Consultation:
The revised CESM Business Plan has been developed in consultation with:
- Shire of Corrigin;
- Shire of Pingelly; and
- Department of Fire and Emergency Services.

All participating local governments have indicated their support for the reviewed CESM Business Plan.

Statutory Environment:
The Business Plan does not replace or alter the statutory responsibilities of the Shire, DFES or other emergency management organisations. Rather, it provides a framework for coordinating and supporting the delivery of those responsibilities.

Relevant Plans and Policy:
The proposal supports the Shire of Brookton's Strategic Community Plan 2022–2032, particularly objectives relating to community safety and resilience, emergency preparedness, support for community organisations and volunteers, and effective partnerships with government agencies and neighbouring local governments.

Financial Implications:
The Shire of Brookton contributes one-third of the 40% local government contribution towards the shared CESM position. The Shire's contribution is approximately $20,000 per annum and has been provided for in the Shire of Brookton's adopted 2026/27 Budget.

The Shire of Brookton also expends more than $200,000 annually on bushfire and emergency management activities. The CESM Business Plan provides a framework for coordinating these activities and maximising the effectiveness of the Shire's investment in emergency management, preparedness, prevention and volunteer support.

No expenditure outside the adopted budget is proposed as a result of endorsing the CESM Business Plan.

Risk Assessment:
The principal risk associated with not continuing the shared CESM arrangement is a reduction in the dedicated emergency management capacity available to the participating local governments. This could reduce the capacity available for emergency preparedness, bushfire prevention, response and mitigation, volunteer support, training and coordination activities.

The risk is considered manageable through:
- continuation of the established shared funding model;
- clearly defined responsibilities between the participating organisations;
- regular reporting against the Business Plan;
- annual review of the Business Plan;
- annual performance review of the CESM; and
- ongoing consultation between the participating local governments and DFES.

The financial risk associated with continuing the CESM Business Plan has been assessed as Moderate consequence and Possible likelihood, resulting in a Medium risk rating under the Shire of Brookton Risk Framework.

A Medium risk requires risk reduction measures to be maintained so that the risk remains as low as reasonably practicable. The established funding, reporting, review and governance arrangements provide appropriate controls for this risk.

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 Strategic Community Plan 2022–2032, particularly through:

- improving community safety and resilience;
- strengthening emergency management and preparedness;
- supporting emergency service volunteers and community organisations;
- improving coordination between emergency management agencies; and
- maintaining effective partnerships with DFES and neighbouring local governments.

The Business CESM Plan also establishes measurable activities and performance indicators across prevention, preparedness, response, recovery, special projects and administration.

Comment
The CESM program has provided the Shires of Brookton, Corrigin and Pingelly with a dedicated and coordinated emergency management resource for approximately six years. The shared arrangement enables the participating local governments to access specialist emergency management capability while distributing the cost of the position across the three organisations.

The role provides an important link between local government, DFES and volunteer emergency service organisations. It supports volunteer bushfire brigades, coordinates training and preparedness activities, assists with bushfire risk management and mitigation programs, supports emergency response activities and contributes to community resilience.

The revised Business Plan provides greater clarity regarding the scope and priorities of the CESM role and establishes defined activities, responsibilities and performance measures. The inclusion of six-monthly reporting and an annual review provides an appropriate mechanism for the participating organisations to monitor delivery and adjust priorities where required.

The continuation of the shared CESM arrangement also provides the participating local

governments with a more sustainable means of accessing specialist emergency management expertise than maintaining an equivalent dedicated resource independently within each organisation.

It is therefore considered appropriate for Council to endorse the revised CESM Business Plan as the framework for the continuing shared CESM service.

OFFICER'S RECOMMENDATION

That Council endorse the CESM Business Plan included at Attachment 15.09.26.06A.

(Simple majority vote required)

OCM 09.26-17
COUNCIL RESOLUTION
Moved Cr Copping Seconded Cr Crouch

That Council endorse the CESM Business Plan included at Attachment 15.09.26.06A.

CARRIED BY SIMPLE MAJORITY VOTE 7/0

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

Attachments
Attachment 15.09.26.06A - CESM Business Plan

GOVERNMENT OF WESTERN AUSTRALIA

DFES Department of Fire & Emergency Services

FOR A SAFER STATE

Shire of Brookton

SHIRE OF CORRIGIN

Shire of Pingelly

CESM Business Plan

This business plan between the Shires of Brookton, Pingelly and Corrigin and the Department of Fire and Emergency Services outlines key outcomes and deliverables for the Community Emergency Services Manager (CESM) position. The business plan is to be reported on half yearly and reviewed annually.

Strategic Intention 1: PREVENTION To provide a range of prevention services to increase community awareness of hazards and involvement in minimising their impact.				
Outcome	**Strategy/Tasks**	**Whom**	**When**	**Performance Indicators**
Maintain Bushfire Risk Management Plan (BRMP)	Complete updating of Shires BRMP records.	Shires, CESM and BRMO with input of DO	30 Jun	Shires BRMP records are updated by 30 June.
	Monitor and Review Shires BRMPs	CESM	30 Jun	Support a review and updating of Shires' BRMP as required
Emergency Services Strategic Planning - Ensure effective strategic planning for Emergency Services	Development of Brigade Response plans in conjunction with local captains/FCOs	CESM	31 Dec	Brigade response plans in place and communicated
Establish practices for bushfire management on local government lands	Coordinate delivery of mitigation activities as identified in Shires Annual schedule of works	CESM	30 Jun	Scheduled works for season completed to prescribed standard
	Manage Bushfire Risk Management grant program activities	CESM	31 May	Complete delivery of Shire's annual BRM grant activities by 31 May
	Manage Bushfire Risk Management grant program activities	CESM	30 Jun	Review effectiveness of Shires' BRM grant activities and process.
	Manage Bushfire Risk Management grant program activities	CESM	30 Jun	Submit Shires' annual BRM grant application
	Annual schedule of works based upon risk assessments and BRMP treatment schedule confirmed for budget estimates.	CESM	30 Apr	Annual mitigation works for LG lands developed/approved/costed for budget.

Strategic Intention 1: PREVENTION To provide a range of prevention services to increase community awareness of hazards and involvement in minimising their impact.				
Outcome	**Strategy/Tasks**	**Whom**	**When**	**Performance Indicators**
Support DFES management and mitigation programs for Unallocated Crown Land & Unmanaged Reserves within town boundaries of Shires.	Liaise with development & implementation of mitigation plans for all UCL/UMR reserves within gazetted town site boundaries in the Shires	CESM assisting DFES BRMO	30 Aug	Shires advised of DFES plans and mitigation program
Support Community Engagement and awareness programs for hazards identified in Shires LEMP	Support preparation of annual community storm awareness program/ activity by Shires' media staff	CESM, with Shires and DFES	30 June	Storm Community Engagement/ Education/ Awareness in place across Shires.
	Support preparation of annual community bushfire awareness program/ activity by Shires' media staff	CESM with Shires and DFES	30 Nov	Bushfire Community Engagement/ Education/ Awareness in place across Shires.

Strategic Intention 2: PREPAREDNESS To provide and maintain appropriate and adequate infrastructure, equipment, skilled personnel, plans and programs in preparation for emergencies. To support the community in its own preparations for emergencies.				
Outcome	**Strategy/Tasks**	**Whom**	**When**	**Performance Indicators**
Emergency Coordination Centres/ ICC's within Shires in a state of readiness.	Review readiness of Emergency Coordination Centres/ICC's within Shires as per Standard Operating Procedures	CESM	30 Nov	ECCs/ICCs operable as per SOPs & Local Emergency Management Arrangements
Emergency Services exercised annually as per LEMA's.	Assist with LEMC on exercise & provide support.	CESM, Shires	30 Jun	LEMA exercise conducted annually
Local Emergency Management Committee attendance and representation as CESM	Attend LEMC meetings and provide advice and assistance to the committee as required.	CESM	30 Jun	Participate in LEMC.
Support key Bushfire meetings & Committees (BFAC, DOAC, Brigade meetings).	Provide CESM reports to BFAC meeting regards bushfire mitigation, training, LGGS, fleet	CESM	30 Apr	Participate in BFAC meetings with reporting requirements to Council met.
	Provide CESM reports to BFAC meeting regards bushfire mitigation, training, LGGS, fleet	CESM	31 Oct	Participate in BFAC meetings with reporting requirements to Council met.
	Attend individual brigade meetings where possible, promoting safety, uniforms, vehicle use, membership, conduct exercises, brigade training & equipment familiarisation	CESM	31 Oct	Participate in Brigade meetings with reporting requirements to Council met.
Fire Training Coordination	Shires' volunteer, Shires' staff and community Training levels reviewed and Training Needs Analysis developed and maintained	CESM	31 May	Training Needs Analysis identifying and justifying training needs of Shires prepared
	Training calendar established to meet the operational requirements of volunteers, Shires' staff and community	CESM	31 May	Training calendar prepared to meet identified training needs of Shires

Strategic Intention 2: PREPAREDNESS To provide and maintain appropriate and adequate infrastructure, equipment, skilled personnel, plans and programs in preparation for emergencies. To support the community in its own preparations for emergencies.				
Outcome	**Strategy/Tasks**	**Whom**	**When**	**Performance Indicators**
	Encourage brigade members, Shires' staff and community training to complete required training	CESM/ Shire media staff	31 May	Shires' training calendar and other training opportunities promoted to volunteers, Shires and community
	Organise and deliver training within CESM qualifications to volunteers, Shires' staff and community with the Shires'.	CESM		Effectively deliver training to volunteers, Shires' staff and community

Strategic Intention 3: RESPONSE To ensure rapid and comprehensive response to emergencies, to contain and minimise the impact of hazards and to perform rescues. To support the community in its own response to emergencies.				
Outcome	**Strategy/Tasks**	**Whom**	**When**	**Performance Indicators**
Respond to emergency incidents that impact on communities, infrastructure and assets in the Shires.	Maintain & review mobilisation procedures for BFBs to ensure their effectiveness including zone response arrangements where applicable.	CESM in liaison with CBFCO and DO	30 Sep	Mobilisation procedures for LGA and BFBs established and maintained.
	All mobilisations to be monitored in line with SOP and zone response arrangements where applicable	CESM under direction of CBFCO/ Incident Controller	As required	All mobilisations to be monitored in line with SOP and zone response arrangements where applicable
LG representative on ISG to ensure interface between IMT, ISG and DFES ROC	Provide IMT/ISG support as required.	CESM under direction of CBFCO/ IC	As required	Communicate effectively and accurately.
	Provide IMT/ISG support as required	CESM under direction of CBFCO/ IC	As required	Report on incidents attended, roles and hours as per Shires reporting requirements
Respond to incidents outside Shires when requested by Regional Duty Coordinator/DFES	Respond to incidents when requested by DFES.	CESM under direction of DFES/ IC	As required	Effective involvement in DFES incidents and support
	Monitor incidents & support with resources as required.	CESM under direction of DFES/IC	As required	Active role on DFES Duty Rosters as on-call officer
Incident Reporting	Support Brigades in completing incident reports for incidents attended	CESM	30 Apr	Brigade reporting on incidents attended is up to date

Strategic Intention 4: RECOVERY To assist the community, employees and volunteers affected by major emergencies to recover effectively and efficiently.				
Outcome	**Strategy/Tasks**	**Whom**	**When**	**Performance Indicators**
Appropriate support and counselling available to Shire volunteers and staff as required following incidents.	Maintain familiarity and awareness with counselling and support services, both Shires and DFES	CESM	Ongoing	Shire and DFES Support services promoted to Brigades.
	Encourage, promote and facilitate utilisation of services	CESM	Ongoing	Adequate counselling and support services available to volunteers and staff post incidents.
Ensure appropriate incident reporting	All incidents involving volunteers, whereby there are serious injuries, trauma or fatalities to be reported to DFES	CESM	Ongoing	Incidents report to DFES with line with DFES SOPs
	All safety incidents involving damage, injury or near misses involving volunteers, shire staff and shire equipment to be reported to Shires, weather there is injury, damage or not	CESM	Ongoing	Safety incidents involving damage, injury or near misses involving volunteers, shire staff and shire equipment reported to Shires
Provide support to the Shires Recovery coordinator or recovery team when established.	Provide advice on the activation and implementation of the Shires recovery plan.	CESM	Ongoing	Support Recovery plan review and endorsement in line with LEMA

Strategic Intention 5: SPECIAL PROJECTS To assist local government and DFES with special projects that may impact on the community.				
Outcome	**Strategy/Tasks**	**Whom**	**When**	**Performance Indicators**
Special Projects	Ensure effective coordination of special projects. As directed coordinate & manage special projects for DFES &/or the Shires. Where available seek appropriate grant funding for special projects.	CESM, Shires, DO	Ongoing	Completion of special projects according to agreed timelines. Appropriate grant funding sourced

Strategic Intention 6: ADMINISTRATION DUTIES				
Outcome	**Strategy/Tasks**	**Whom**	**When**	**Performance Indicators**
Shires informed on strategic bushfire issues	Provide input to Shires on strategic bushfire issues	CESM	As required	Reports provided to Shires as required by Shires
Assistance provided to DFES Region in provision of Regional Training Courses	Provision of assistance to DFES Region in delivery of Regional training courses in line with Shires requirements	CESM	As required	Assistance provided to DFES Region in provision of Regional Training Courses
Attend DFES Region staff meetings	Attend DFES Region staff meetings as required. Provide CESM activity report	CESM	As required	Attendance at DFES Regional staff Meetings – CESM activity report
Bush Fire Brigade fleet maintenance program managed.	Assist Shires with the co-ordination of maintenance of vehicles & equipment including communication systems.	CESM, Shires	30 Jun	Vehicle servicing completed in conjunction with the Shires Fleet Manager.
CESM Business Plan reporting	Complete 6 monthly report on CESM Business Plan performance indicators	CESM	30 Apr	CESM business plan report completed and reviewed with DO, Shires
	Complete 6 monthly report on CESM Business Plan performance indicators	CESM	31 Oct	CESM business plan report completed and reviewed with DO, Shires
Participate in individual annual performance review	CESM/DO/Shires to complete annual performance review	CESM/ DO/ Shires	30 Apr	Participate in annual performance review
Individual Training and Development Plan for CESM in line with CESM Pathway	Completion of individual Training and Development Plan as approved by Shires and DFES Region, reviewed as part of annual review	CESM with DO, Shires and RTC	30 Apr	Approved Individual Training and Development Plan completed.
Maintain BFB Membership List. Coordinate registration of new members	Audit and update existing BFB m/ships Register new memberships	CESM	28 Feb	Report provided on number of Shires volunteers as per Shires insurance requirements
	Prepare and maintain contact list of brigade leadership	CESM	31 Oct	Provision of contact list to Shire administration staff.

Strategic Intention 6: ADMINISTRATION DUTIES				
Outcome	**Strategy/Tasks**	**Whom**	**When**	**Performance Indicators**
Local Government Grant Scheme (LGGS) - administration of Capital and Operational grant processes as per LGGS manual.	Liaise with Brigades over individual requirements for LGGS requirements	CESM Shires	28 Feb	Brigades' requirements documented and reflected in LGGS application.
	Coordinate annual LGGS submission for BFB & SES on behalf of the Shires	CESM Shires	31 Mar	LGGS operational and capital budgets developed/submitted annually.
	Comply with LGGS administration requirements for capital and operational grants.	CESM Shires	30 Jun	LGGS expenditure within budget & LGGS compliant.
	Assist Shires' finance staff in preparing LGGS acquittal	CESM	31 Jul	LGGS expenditure within LGGS compliance requirements
Personal Protective Equipment management	Develop & coordinate the maintenance of a data base system for the Shires BFBs to manage all PPE/Equipment.	CESM	31 Oct	PPE Database established and maintained.
	Manage the purchase and delivery of PPE/Equipment to volunteers to meet safety requirements	CESM	31 Oct	PPE purchased and delivered to Volunteers
Volunteer Bush Fire Brigade Training Coordination	Coordinate with the DFES Regional Training Coordinator to maintain a record of courses and attendees on Train data base.	CESM	31 Oct	Training records for Shires entered/ maintained

BUSINESS PLAN BETWEEN DFES AND THE SHIRE OF BROOKTON, SHIRE OF PINGELLY SHIRE OF CORRIGIN

Date of effect 1 October 2026 to 30 September 2029

SUPERINTENDENT DFES GREAT SOUTHERN REGION		
	Signature	**Date**
CHIEF EXECUTIVE OFFICER SHIRE OF BROOKTON		
	Signature	**Date**
CHIEF EXECUTIVE OFFICER SHIRE OF PINGELLY		
	Signature	**Date**
CHIEF EXECUTIVE OFFICER SHIRE OF CORRIGIN		
	Signature	**Date**

15.09.26.07 WASTE RECOVERY AND SALVAGE INCENTIVE – ADOPTION OF POLICY

File No:	GOV-031
Date of Meeting:	24 September 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 requested to adopt Policy 2.26 – Waste Recovery and Salvage Incentive to establish a clear framework governing the recovery, reuse, recycling and salvage of suitable materials at the Brookton Refuse Site. The policy provides for the authorised Refuse Site Employee to recover and retain eligible materials that would otherwise be disposed of as waste, subject to defined safety, environmental, operational and legal controls.

Description of Proposal:
The Shire currently operates the Brookton Refuse Site with an opportunity to recover a range of reusable, recyclable and salvageable materials before those materials enter the landfill waste stream.

The recovery of these materials can require significant additional labour, sorting and handling and is not considered economically viable for the Shire to undertake as a separate waste recovery operation.

The proposed policy, included at Attachment 15.09.26.07A, establishes a controlled arrangement whereby the authorised Refuse Site Employee may recover and retain eligible materials for personal use, resale, recycling or other lawful disposal.

The proposed arrangement is intended to:
- encourage the recovery and reuse of suitable materials;
- provide an incentive for the Refuse Site Employee to undertake recovery activities;
- reduce, to the extent reasonably practicable, the quantity of material entering the landfill waste stream; and
- support the recovery and recycling of materials that may otherwise have little or no economic value to the Shire.

The policy does not provide the Employee with an unrestricted right to remove material from the Refuse Site. Material may only be recovered where it has been determined by the Shire to be eligible and has been made available through the designated Waste Recovery and Recycling Area.

Shire staff are preparing and Operational Guideline, included at Attachment 15.09.26.07B, to establish the operational controls for the program, including:
- the establishment and management of a designated Recovery Area;
- categories of eligible and prohibited material;

- controls on access and removal of material;
- restrictions on recovering material from active landfill areas or incoming waste loads;
- requirements relating to hazardous materials, electrical equipment and batteries;
- controls over valuable items and Shire property;
- record keeping and landfill diversion reporting;
- work health and safety requirements;
- environmental controls;
- conflict of interest requirements;
- restrictions on the use of Shire resources;
- inspection, audit and compliance arrangements; and
- circumstances in which the Employee's recovery rights may be suspended or withdrawn.

The proposed policy and operational procedure therefore provide a framework that allows material recovery to occur while maintaining the Shire's control over the operation of the Refuse Site.

Background:
The Shire is responsible for the operation of the Brookton Refuse Site and seeks to minimise the quantity of waste requiring disposal to landfill.

A proportion of material deposited at the Site retains useful, reusable, recyclable or commercial value. The recovery of this material can reduce the amount of waste requiring disposal; however, the recovery process can require considerable time and effort.

The draft policy recognises that recovery of some materials is not economically viable for the Shire to undertake directly as part of its normal waste management operations. It therefore provides an incentive for the Refuse Site Employee to identify and recover suitable material.

Consultation:
Consultation has occurred internally in the development of the proposed arrangements. No broader community consultation is proposed, as the policy primarily establishes an operational and employment arrangement governing the recovery of materials at the Shire's Refuse Site.

Statutory Environment:
The waste recovery program is required to operate consistently with all applicable legislation, regulations, local laws, environmental approvals, licences, permits and regulatory directions including:
- *Waste Avoidance and Resource Recovery Act 2007*;
- applicable regulations made under that Act;
- *Environmental Protection Act 1986*;
- applicable environmental licence or approval conditions;
- *Work Health and Safety Act 2020* and associated regulations;
- applicable Shire local laws; and
- applicable privacy and records-management requirements.

Relevant Plans and Policy:
The proposed Policy 2.26 – Waste Recovery and Salvage Incentive establishes the Council-level framework for the recovery, reuse, recycling and salvage of eligible materials at the

Brookton Refuse Site.

The proposed Operational Guideline 1.25 Waste Recovery and Salvage Operational Procedure establishes the operational requirements for implementing the policy, including eligibility, prohibited materials, safety controls, record keeping, environmental requirements, recovery processes and compliance arrangements.

Financial Implications:
There is no proposed direct expenditure associated with the adoption of the policy.

The recovery of suitable materials is intended to provide a waste reduction benefit without requiring the Shire to establish a separate resource recovery operation. The Shire does not guarantee the availability, quantity, quality or monetary value of materials available for recovery.

The policy does not provide for the payment of wages, allowances or reimbursements to the Employee in respect of recovered materials. Any use of Shire vehicles, plant, equipment, fuel or other resources for private salvage activities remains subject to the requirements of the operational procedure and prior authorisation where required.

Risk Assessment:
Under the Shire of Brookton's Risk Framework, the consequence rating of risks associated with the Waste Recovery and Salvage Incentive policy have been assessed:

Risk	Consequence	Likelihood	Risk Treatment
Unsafe recovery activities result in injury	Major	Possible	Recovery is restricted to designated areas and must comply with WHS requirements, PPE requirements, site rules and reasonable directions.
Hazardous or prohibited material is recovered	Major	Possible	The policy and procedure identify prohibited materials and require uncertain items not to be handled until their status is determined.
Unauthorised removal of Shire property or material	Moderate	Possible	Material remains under Shire control until formally released for recovery. Shire property is expressly excluded unless authorised.
Recovery activities interfere with normal Refuse Site operations	Major	Possible	Recovery from active landfill areas, incoming waste loads and plant operating areas is prohibited.
Environmental harm or contamination occurs	Major	Unlikely	Environmental controls apply to recovery, storage, transport and disposal of recovered materials.
The arrangement is perceived as providing an inappropriate private benefit	Moderate	Possible	The policy establishes defined eligibility requirements, restrictions, record keeping, conflict of interest provisions and audit rights.

Risk	Consequence	Likelihood	Risk Treatment
The program does not materially reduce landfill disposal	Minor	Possible	Recovery quantities and landfill diversion are to be monitored and reported, allowing the Shire to review the effectiveness of the arrangement.

Overall, the proposed controls are considered appropriate to manage the risks associated with the recovery and salvage of materials at the Brookton Refuse Site.

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 objective of responsible waste management and resource recovery by encouraging the reuse and recycling of materials and reducing the quantity of waste requiring landfill disposal.

The proposal is consistent with the objectives of the Shire of Brookton Strategic Community Plan 2022–2032 and Corporate Business Plan 2022–2026 insofar as the arrangements support responsible management of the Shire's waste facilities and encourage sustainable resource use.

Comment
The proposed policy provides Council with a clear framework for an arrangement that has a practical waste-reduction objective while recognising that the recovery of some materials is not economically viable for the Shire to undertake directly.

A key feature of the proposed framework is that the Employee does not have an unrestricted right to remove material from the Refuse Site. The Shire retains control of material until it has been determined to be eligible and released for recovery. The operational procedure also establishes a designated Recovery Area and prohibits recovery from active landfill areas, incoming waste loads and other areas where recovery could create safety or operational risks.

The policy and procedure also establish clear exclusions for hazardous materials, asbestos, chemicals, dangerous goods, confidential information, Shire property and other restricted

material. The Employee is required to comply with applicable legislation, safety requirements, site rules and reasonable directions of the Shire.

The proposed arrangements also provide appropriate controls around the private benefit arising from recovered materials. The Employee must not use their position to obtain an advantage beyond the entitlement provided under the program, favour particular members of the public, conceal material or use Shire resources for an unauthorised private recovery business.

The operational procedure requires records to be maintained concerning recovered materials and allows the Shire to monitor landfill diversion, safety, environmental performance and compliance.

On balance, formal adoption of the policy provides greater clarity for the Employee, management and Council regarding the circumstances in which material may be recovered from the Brookton Refuse Site. It also establishes appropriate controls to ensure that the waste recovery incentive does not compromise the safe, orderly and compliant operation of the Site.

It is therefore recommended that Council adopt Policy 2.26 – Waste Recovery and Salvage Incentive, with the associated operational requirements administered through Operational Procedure 1.25 – Waste Recovery and Salvage.

OFFICER'S RECOMMENDATION

That Council:

1. adopts draft Policy 2.26 – Waste Recovery and Salvage Incentive, as included at Attachment 15.09.26.07A, to establish a controlled framework for the recovery, reuse, recycling and salvage of eligible materials at the Brookton Refuse Site; and

2. notes Operational Procedure 1.25 – Waste Recovery and Salvage, included at Attachment 15.09.26.07B, which establishes the operational requirements and controls for implementing the policy at the Brookton Refuse Site.

(Simple majority vote required)

OCM 09.26-18

COUNCIL RESOLUTION

Moved Cr Crouch Seconded Cr McCabe

That this matter lay on the table.

CARRIED BY SIMPLE MAJORITY VOTE 7/0

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

Attachments

Attachment 15.09.26.07A – Draft Waste Recovery and Salvage Incentive
Attachment 15.09.26.07B - Operational Procedure 1.25 – Waste Recovery and Salvage

2.26 WASTE RECOVERY AND SALVAGE INCENTIVE

Objective
The objective of this policy is to support the Shire of Brookton's commitment to reducing the volume of waste disposed of at the Brookton Refuse Site by encouraging the recovery, reuse, recycling and salvage of suitable materials.

The policy provides an incentive for the Refuse Site Employee to recover eligible materials that may otherwise be disposed of as waste, where the recovery of those materials is not considered economically viable for the Shire to undertake directly.

Policy
The Shire recognises that the recovery of some recyclable, reusable and salvageable materials from the Brookton Refuse Site may require significant additional labour and resources and may not be economically viable for the Shire to undertake as part of its normal waste management operations.

The Shire therefore authorises the Refuse Site Employee, subject to this policy and the Shire's Waste Recovery and Salvage Procedure, to recover and retain eligible materials for personal use, resale, recycling or other lawful disposal.

The arrangement is intended to:
- encourage the recovery and reuse of suitable materials;
- provide an incentive for the Employee to undertake recovery activities;
- reduce, to the extent reasonably practicable, the volume of material entering the landfill waste stream; and
- support the recovery and recycling of materials that may otherwise have little or no economic value to the Shire.

The Employee may only recover materials that the Shire has determined are eligible for recovery and that have been made available through the designated recovery or recycling area at the Brookton Refuse Site.

The salvage rights provided under this policy are an additional employment benefit and do not constitute wages, an allowance or reimbursement for work performed.

The Shire does not guarantee the availability, quantity, quality or value of materials that may be available for recovery.

Guidelines :

The operation of the Waste Recovery and Salvage Incentive is to be managed in accordance with the following guidelines:

1. The Employee may only recover materials that the Shire has determined are eligible for recovery and that have been made available through the designated recovery or recycling area at the Brookton Refuse Site.

2. The Employee must comply with this policy, the Waste Recovery and Salvage Procedure and all reasonable directions of the CEO or the CEO's delegate.

3. The Employee must not recover material directly from incoming waste loads, landfill disposal areas, restricted areas or other areas of the Refuse Site unless specifically authorised by the Shire.

4. The Employee must not recover or retain:
   a. hazardous, dangerous or contaminated materials;
   b. asbestos or suspected asbestos;
   c. chemicals, fuels, gas cylinders or other dangerous goods;
   d. personal information, confidential documents or material containing personal information;
   e. items required to be retained by the Shire, a law enforcement agency, regulatory authority or other government agency;
   f. material subject to a legal restriction on its removal, possession, sale or disposal;
   g. Shire-owned assets, equipment or property unless expressly authorised by the Shire; or
   h. any material otherwise designated by the Shire as unavailable for recovery.

5. Material does not become available for recovery by the Employee until it has been placed in a designated recovery area or otherwise expressly made available for recovery by the Shire.

6. The Employee must ensure that the recovery, storage, transport, sale, recycling or disposal of recovered material is undertaken lawfully and in accordance with all applicable environmental, occupational safety and health, waste management and other legislative requirements.

7. The Employee must not represent that they are acting as an agent, employee or representative of the Shire when selling, recycling or otherwise dealing with recovered material.

8. The Employee must maintain reasonable records of recovered materials, including the type and quantity of material recovered where practicable, and provide information to the Shire when requested for waste management, environmental or reporting purposes.

9. The Shire may determine from time to time which categories of material are eligible or ineligible for recovery.

10. The Shire may suspend, restrict or withdraw the Employee's recovery rights where necessary for operational, safety, environmental, legal or regulatory reasons, or where the Employee has failed to comply with this policy, the Waste Recovery and Salvage Procedure or a reasonable direction of the Shire.

11. The salvage rights provided under this policy are an additional employment benefit and do not constitute wages, an allowance or reimbursement for work performed.

12. The Shire does not guarantee the availability, quantity, quality or value of materials that may be available for recovery.

Resolution No:
Resolution Date:

1.25 WASTE RECOVERY AND SALVAGE

1. PURPOSE

The purpose of this Procedure is to establish a controlled waste recovery and salvage program at the Brookton Refuse Site ("Site") to:

1. minimise the quantity of waste requiring disposal to landfill;
2. maximise the recovery, reuse and recycling of materials;
3. encourage the identification and recovery of materials that retain useful or commercial value;
4. provide an incentive to the employee responsible for operating the Site to actively identify suitable materials for recovery;
5. ensure that recovered materials are handled safely and lawfully; and
6. ensure that waste recovery activities do not compromise the safe, orderly, environmentally responsible and compliant operation of the Site.

This Procedure forms part of the Shire's waste-management arrangements and is to be read in conjunction with the Employee's employment contract, the Site's operating requirements, relevant Shire policies and all applicable legislation, approvals, licences and local laws.

2. SCOPE

This Procedure applies to:

- the Shire employee authorised to participate in the waste recovery and salvage program;
- any other Shire employee expressly authorised by the Chief Executive Officer or delegate to participate;
- any person assisting with recovery activities with the express approval of the Shire; and
- the operation of the designated recovery/recycling area at the Brookton Refuse Site.

No person has a right to recover or remove material from the Site merely because that material has been deposited at the Site.

3. DEFINITIONS

For the purposes of this Procedure:

"Eligible Material" means material that has been designated by the Shire as available for recovery, reuse, salvage or recycling under this Procedure.

"Employee" means the Shire employee authorised under their employment contract to participate in the waste recovery and salvage program.

"Recovery Area" means the designated area at the Site where eligible materials may be placed for recovery, reuse or recycling.

"Recovery" includes the identification, sorting, removal, reuse, salvage or recycling of eligible materials that would otherwise be disposed of to landfill.

"Site" means the Brookton Refuse Site and any area associated with the operation of that facility.

"Shire" means the Shire of Brookton.

4. PRINCIPLES

The program is based on the following principles:
1. Landfill avoidance is the primary objective.
2. Safety takes precedence over recovery.
3. No material is recoverable merely because it has been discarded.
4. The Shire retains control of material until it is lawfully released for recovery.
5. Recovery must not interfere with the operation of the Site.
6. The Employee must not place themselves or another person at unreasonable risk in recovering material.
7. Hazardous, prohibited and restricted material must not be recovered.
8. The program must be capable of being audited and reported upon.

5. AUTHORISATION TO RECOVER MATERIAL

The Shire may authorise the Employee, as an additional employment benefit, to recover and retain eligible materials in accordance with this Procedure and the Employee's employment contract.

The Employee's authority is limited to material that has been made available for recovery in accordance with this Procedure.+

The Employee is not authorised to:
- remove material directly from landfill disposal areas;
- enter restricted areas for the purpose of recovering material;
- interfere with incoming vehicles or waste loads;
- direct members of the public to dispose of material in a particular location for the Employee's benefit;
- remove Shire property without authorisation;
- remove material that has not been designated as eligible;
- interfere with material required to be retained by the Shire; or
- permit another person to recover material on the Employee's behalf without approval.

The Chief Executive Officer or delegate may suspend or withdraw the Employee's recovery authority at any time where this is reasonably necessary for safety, environmental, operational, legal, regulatory or other legitimate reasons.

6. DESIGNATED RECOVERY AREA

The Shire will establish and maintain a clearly identified Waste Recovery and Recycling Area at the Site.

Where practicable, the Recovery Area should be physically separated from:
- active landfill disposal areas;
- incoming vehicle movements;
- hazardous waste areas;
- restricted areas; and
- other activities presenting a material safety risk.

Eligible material should be placed in the Recovery Area before being available for recovery by the Employee.

The Recovery Area is to be maintained in a neat, orderly and accessible condition.

Material must not be permitted to accumulate to the extent that it creates:
- a trip or access hazard;

- a fire risk;
- an environmental risk;
- an attraction for vermin;
- an obstruction to Site operations; or
- an unacceptable visual or amenity impact.

7. ELIGIBLE MATERIAL

Subject to the exclusions in this Procedure, eligible material may include:
- furniture;
- household goods;
- bicycles;
- sporting equipment;
- tools;
- gardening equipment;
- reusable building materials;
- timber;
- metal;
- reusable machinery or equipment;
- reusable household items;
- suitable reusable containers;
- non-hazardous items capable of being repaired or repurposed;
- materials suitable for recycling; and
- other material approved by the Chief Executive Officer or delegate.

The Shire may establish separate categories for:

A. Employee salvage - Items that may be retained by the Employee for personal use.
B. Recycling - Material that is to be directed to an approved recycling facility or recycler.
C. Shire retention - Items which are to remain the property or control of the Shire.
D. Restricted material - Items requiring specific approval before removal.

8. PROHIBITED MATERIAL

The Employee must not recover, handle or retain material that is known or reasonably suspected to be hazardous, contaminated, dangerous or otherwise unsuitable for recovery.

Prohibited material includes, but is not limited to:
- asbestos and suspected asbestos;
- clinical or medical waste;
- syringes, needles or sharps;
- chemicals;
- pesticides and herbicides;
- fuels and fuel containers;
- explosives;
- ammunition;
- gas cylinders where unsafe or not otherwise authorised;
- contaminated soil;
- contaminated materials;
- unknown liquids or substances;
- radioactive material;
- dangerous goods;
- material presenting a biological hazard;
- material subject to a regulatory direction or disposal requirement;
- items containing confidential or personal information;
- stolen or suspected stolen property;
- material associated with an actual or potential police investigation;
- items identified by the Shire as unsafe or unsuitable for recovery; and

- any other material prohibited under applicable legislation, licence, approval, local law or Shire direction.

If the Employee is uncertain whether an item is safe or eligible, the Employee must not handle or remove the item until its status has been determined.

9. ELECTRICAL AND ELECTRONIC EQUIPMENT

Electrical and electronic equipment is subject to particular care.

The Employee must not recover electrical or electronic equipment where:
- it is visibly damaged in a manner creating a safety risk;
- it has exposed electrical components;
- it has been contaminated;
- it presents a fire risk;
- its recovery is otherwise prohibited; or
- the Shire has directed that the equipment be sent through an approved recycling pathway.

Electronic waste is to be managed consistently with applicable Western Australian requirements, including the *Waste Avoidance and Resource Recovery (e-waste) Regulations 2024*, where applicable.

10. BATTERIES

Batteries must not be dismantled, damaged, punctured, opened or otherwise interfered with.

Particular caution must be exercised with lithium-ion batteries and battery-powered equipment.

Any battery that is swollen, damaged, hot, leaking, smoking or otherwise presenting a potential fire or safety risk must not be handled except in accordance with the Shire's applicable hazardous-material and emergency procedures.

11. VALUABLE ITEMS

Items of significant value must not automatically be treated as available for Employee salvage.

The Shire may specify a value threshold above which an item requires approval before being released for recovery.

Unless otherwise determined by the Chief Executive Officer or delegate any single item reasonably believed to have a value exceeding $250 must be referred to the CEO or delegate before being removed by the Employee.

The Shire may retain items that:
- have significant commercial value;
- may be required for Shire operations;
- constitute Shire property;
- may have heritage or community significance;
- may be required as evidence; or
- are otherwise considered inappropriate for personal salvage.

12. SHIRE PROPERTY

The Employee has no authority to remove, retain, sell or otherwise dispose of:
- Shire equipment;
- Shire tools;
- Shire furniture;

- Shire vehicles or vehicle parts;
- Shire records;
- Shire information;
- Shire infrastructure; or
- other property owned by or under the control of the Shire,

unless expressly authorised to do so.

The fact that an item has been placed in or near a waste area does not, by itself, establish that the item is available for Employee salvage.

13. PERSONAL INFORMATION AND CONFIDENTIAL MATERIAL

Documents, files, computers, storage devices, correspondence, financial records, personal records and other material that may contain personal or confidential information must not be retained by the Employee.

Such material must be dealt with in accordance with the Shire's records-management, privacy and information-security requirements.

Where there is uncertainty as to whether an item contains personal or confidential information, it must be referred to the appropriate Shire officer.

14. RECOVERY PROCESS

The recovery process should generally operate as follows:

Step 1 – Identification
The Employee identifies material that may be suitable for recovery.

Step 2 – Assessment
The Employee determines whether the material is:
- safe;
- eligible;
- suitable for reuse or recycling; and
- not subject to an exclusion under this Procedure.

Step 3 – Placement
Where appropriate, the material is placed in the designated Recovery Area.

Step 4 – Release
The material becomes available for Employee salvage when it has been released for recovery in accordance with this Procedure.

Step 5 – Removal
The Employee may remove eligible material from the Recovery Area.

Step 6 – Recording
The Employee records the material in accordance with the reporting requirements of this Procedure.

Step 7 – Disposal or reuse
The Employee is responsible for ensuring that recovered material is subsequently reused, recycled or disposed of lawfully.

15. NO RUMMAGING THROUGH ACTIVE LANDFILL

The Employee must not enter, climb into or rummage through:
- active landfill cells;

- compacted waste;
- waste piles;
- waste loads;
- skips or bins containing mixed waste;
- areas being actively worked by plant or vehicles; or
- any other area designated as unsafe.

Recovery is to occur through the controlled Recovery Area wherever reasonably practicable.

The Employee must comply immediately with any direction to cease recovery activities.

16. PUBLIC ACCESS AND CUSTOMER INTERACTION

Members of the public must not be permitted to enter the Recovery Area unless expressly authorised.

The Employee must not:
- ask or encourage customers to set aside particular items for the Employee;
- negotiate privately with customers for items;
- accept payment from customers for recovered material;
- represent that particular material belongs to the Employee before it has been released for recovery;
- permit customers to remove material contrary to Site rules; or
- use the Employee's position to obtain preferential access to material.

The Employee must continue to treat all members of the public fairly and consistently.

17. SALE OF RECOVERED MATERIAL

Unless otherwise authorised by the Shire, the Employee may sell or otherwise dispose of material that has lawfully become the Employee's property under the recovery program.

However, the Employee must ensure that any sale or disposal:
- is lawful;
- does not involve prohibited material;
- does not involve Shire property;
- does not involve confidential or personal information;
- does not create a conflict of interest;
- does not involve misrepresentation of the Shire; and
- does not suggest that the Shire endorses the quality, safety or condition of the item.

The Employee must not sell recyclable material on behalf of the Shire or represent that the Employee is authorised to conduct commercial recycling for the Shire unless expressly authorised.

18. RECYCLABLE MATERIAL AND REVENUE

Commercially recyclable material that the Shire has determined is to remain under Shire control is to be dealt with through the Shire's approved recycling arrangements.

The Employee does not acquire an entitlement to revenue generated from such material unless that entitlement has been expressly approved by the Shire and incorporated into the Employee's employment arrangements.

Where recyclable material is sold or otherwise transferred by the Shire, appropriate records are to be maintained of the quantities and revenue received.

19. RECORD KEEPING

The Employee must maintain accurate and reasonable records of material recovered under the program.

Records should include, where practicable:
- date;
- category of material;
- estimated quantity or weight;
- whether the material was reused, recycled or retained;
- destination of recycled material;
- estimated landfill diversion;
- significant items recovered; and
- any incidents or unusual circumstances.

The Shire may introduce a standard Waste Recovery Register for this purpose.

The Employee must provide the information to the responsible Shire officer at the frequency determined by the Shire.

20. LANDFILL DIVERSION REPORTING

The Employee is to provide information sufficient to enable the Shire to monitor the effectiveness of the program.

The Shire may require reports on:
- quantities of material diverted from landfill;
- categories of material recovered;
- recycling volumes;
- reuse volumes;
- significant items recovered;
- estimated landfill capacity saved; and
- other relevant environmental outcomes.

The information may be incorporated into the Site's regular landfill report or other Shire waste-management reporting.

21. HEALTH AND SAFETY

The Employee must comply with all applicable WHS requirements, Shire safety policies, risk assessments, safe operating procedures and reasonable directions.

The Employee must use appropriate PPE and equipment for the task being undertaken.

Depending on the activity, this may include:
- safety footwear;
- gloves;
- high-visibility clothing;
- eye protection;
- respiratory protection where specifically required;
- hearing protection; and
- other PPE identified by a risk assessment.

The Employee must not undertake recovery activities where the risks cannot be adequately controlled.

22. VEHICLES AND MOBILE PLANT

The Employee must maintain a safe separation from vehicles and mobile plant.

Recovery activities must not:
- interfere with vehicle movements;
- require the Employee to approach moving plant;
- require the Employee to enter a plant operating zone without appropriate controls; or
- create an obstruction to Site traffic.

No material may be recovered from a vehicle while that vehicle is unloading unless the activity has been specifically authorised and appropriately controlled.

23. MANUAL HANDLING

The Employee must not attempt to lift, move or transport items that exceed safe manual-handling limits.

Mechanical assistance must be used where appropriate.

The Employee must not dismantle or modify an item in the Recovery Area where doing so creates a safety risk.

24. ENVIRONMENTAL REQUIREMENTS

Recovery activities must not cause:
- spillage;
- contamination;
- litter;
- uncontrolled emissions;
- damage to landfill infrastructure;
- damage to environmental controls;
- unauthorised discharge; or
- other environmental harm.

Recovered materials must be stored in a manner that does not create an environmental or public-health risk.

25. CONDITION OF RECOVERED ITEMS

The Employee accepts recovered material on an “as is, where is" basis.

The Shire does not warrant that recovered material:
- is safe;
- is fit for purpose;
- complies with Australian Standards;
- is complete;
- is functional;
- is free from defects; or
- is suitable for resale.

The Employee is responsible for determining whether an item is safe and suitable for personal use or resale.

The Employee must not represent to another person that the Shire has certified, inspected or warranted a recovered item unless this has expressly occurred.

26. CONFLICT OF INTEREST

The Employee must disclose to the Shire any actual, potential or perceived conflict of interest arising from the recovery program.

The Employee must not use their employment position to obtain a personal advantage beyond the rights expressly provided under this Procedure.

In particular, the Employee must not:
- deliberately divert valuable material for personal benefit;
- conceal material from the Shire;
- manipulate records;
- prevent other lawful recycling opportunities;
- favour friends or relatives;
- accept inducements from members of the public; or
- use Shire resources for a private commercial recovery business without authorisation.

27. USE OF SHIRE RESOURCES

Shire vehicles, plant, equipment, fuel, facilities, labour and other resources must not be used for the Employee's private salvage activities unless expressly authorised.

The Shire may permit reasonable use of Site facilities for the removal of recovered material where this is necessary to operate the program.

Any private use of Shire resources must be approved in advance.

28. REMOVAL FROM SITE

The Employee may remove eligible material from the Site only after it has been lawfully released for recovery.

The Employee must ensure that removal:
- does not damage Shire property;
- does not interfere with Site operations;
- does not create a safety risk;
- occurs during authorised times; and
- is recorded where required.

The Shire may require significant items to be inspected or recorded before removal.

29. THIRD-PARTY ASSISTANCE

The Employee must not allow another person to participate in salvage activities on the Employee's behalf without prior approval.

A person assisting with the removal of an item must comply with Site safety requirements and any directions of the Shire.

The Employee remains responsible for ensuring that any approved assistance is consistent with this Procedure.

30. INSPECTION AND AUDIT

The Shire may inspect the Recovery Area and records associated with the program at any time.

The Shire may conduct periodic audits to determine:
- the effectiveness of the program;
- quantities diverted from landfill;
- compliance with this Procedure;
- safety performance;

- environmental performance; and
- whether the program should be amended.

The Employee must cooperate with reasonable audits and inspections.

31. INCIDENTS AND NON-COMPLIANCE

Any incident involving:
- injury;
- hazardous material;
- environmental contamination;
- fire;
- unsafe recovery;
- unauthorised removal;
- suspected theft;
- significant property damage; or
- other material breach of this Procedure

must be reported to the responsible Shire officer as soon as practicable.

The Shire may immediately suspend recovery activities while an incident is investigated.

32. SUSPENSION OR WITHDRAWAL OF SALVAGE RIGHTS

The Shire may suspend or withdraw the Employee's recovery rights where:

- the Employee breaches this Procedure;
- an unsafe practice occurs;
- the Site's environmental or regulatory requirements change;
- the Site becomes unsuitable for recovery;
- the recovery program creates unacceptable operational risks;
- the Employee misuses the privilege;
- the Employee engages in dishonesty or concealment;
- the Employee fails to maintain required records; or
- suspension or withdrawal is otherwise reasonably necessary.

Where the issue concerns employee conduct, the Shire will deal with the matter in accordance with applicable employment procedures.

33. CHANGES TO ELIGIBLE MATERIAL

The Chief Executive Officer or delegate may from time to time:
- add categories of eligible material;
- remove categories of eligible material;
- impose additional restrictions;
- establish value thresholds;
- designate material for Shire retention;
- change the Recovery Area; or
- suspend particular recovery activities.

Any significant permanent change to the Employee's contractual salvage entitlement is to be dealt with consistently with the Employee's employment contract and applicable industrial requirements.

34. CEO DIRECTIONS AND TRIALS

Under the direction of the Chief Executive Officer, the Employee is to cooperate with reasonable trials, experiments or initiatives involving:
- waste reduction;

- material recovery;
- recycling;
- reuse;
- resource recovery;
- waste sorting;
- alternative waste-treatment methods; or
- other waste-diversion initiatives.

Such activities are to be undertaken subject to appropriate safety, environmental and operational controls.

35. NO GENERAL RIGHT OF ACCESS

Nothing in this Procedure creates a general right for the Employee, members of the public or any other person to access the Site or any particular waste stream for the purpose of recovering material.

All access remains subject to the Site's operating requirements, directions of authorised Shire officers and applicable laws, approvals and local laws.

36. EMPLOYMENT BENEFIT

The Employee's participation in the waste recovery and salvage program constitutes an additional employment benefit where provided for in the Employee's employment contract.

The benefit is intended to encourage waste reduction and resource recovery.

The availability or quantity of recoverable material is not guaranteed by the Shire.

Unless expressly stated otherwise in the Employee's employment contract, the Shire does not guarantee that recovered material will have any particular monetary value.

37. RELATIONSHIP WITH EMPLOYMENT CONTRACT

Where this Procedure is incorporated into or referred to by an Employee's employment contract, the Employee's contractual entitlement is subject to this Procedure.

If there is any inconsistency between this Procedure and the Employee's employment contract, the employment contract will prevail to the extent of the inconsistency, unless the contract expressly provides otherwise.

The Shire may amend this Procedure from time to time, subject to any contractual rights of the Employee and applicable industrial requirements.

38. LEGISLATIVE AND REGULATORY COMPLIANCE

The program must be operated consistently with all applicable legislation, regulations, local laws, environmental approvals, licences, permits and regulatory directions.

Relevant requirements may include, but are not limited to:
- the *Waste Avoidance and Resource Recovery Act 2007*;
- applicable regulations made under that Act;
- the *Environmental Protection Act 1986*;
- applicable environmental licence or approval conditions;
- the *Work Health and Safety Act 2020* and associated regulations;
- applicable Shire local laws;
- privacy and records-management requirements; and
- any other applicable State or Commonwealth legislation.

Where a regulatory requirement conflicts with this Procedure, the regulatory requirement prevails.

39. REVIEW

This Procedure is to be reviewed:

- at least every two years;
- following a significant incident;
- following a material change to legislation or regulatory requirements;
- following a change to the Site's licence or approval conditions;
- following a material change to Site operations; or
- whenever the Chief Executive Officer considers a review necessary.

16.09.26 ELECTED MEMBERS MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN

Nil.

17.09.26 NEW BUSINESS OF AN URGENT NATURE INTRODUCED BY DECISION OF MEETING

Nil.

18.09.26 CONFIDENTIAL REPORTS

Nil.

19.09.26 NEXT MEETING & CLOSURE

The next Ordinary meeting of the Council will be held on Thursday 15 October 2026 in the Council Chambers at the Shire Administration Centre commencing at 3:00pm.

There being no further business, President Cr Wallis, declared the meeting closed at 3:42pm.