



CONFIRMED MINUTES

Shire of West Arthur
Ordinary Council Meeting
Thursday 28 May 2026

These Minutes were confirmed at the Ordinary Council meeting on 25 June 2026.

Signed:

Presiding Member at the meeting at which the Minutes were Confirmed.

DISCLAIMER

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

The purpose of this council meeting is to discuss and, where possible, make resolutions about items appearing on the agenda. Whilst Council has the power to resolve such items and may in fact, appear to have done so at the meeting, no person should rely on or act on basis of such decision or on any advice or information provided by a member or officer, or on the content of any discussion occurring, during the course of the meeting.

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

Persons should be aware that the provisions of the Local Government Act 1995 (section 5.25 (e)) establish procedures for revocation or rescission of a Council decision.

The Shire of West Arthur expressly disclaims liability for any loss or damage suffered by any person as a result of relying on or acting on the basis of any resolution of Council, or any advice or information provided by a member or officer, or the content of any discussion occurring, during the course of the Council meeting

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**MINUTES OF SHIRE OF WEST ARTHUR
ORDINARY COUNCIL MEETING
HELD IN THE COUNCIL CHAMBERS
ON THURSDAY, 28 MAY 2026 AT 11:30 AM**

1 DECLARATION OF OPENING/ANNOUNCEMENT OF VISITORS

The Presiding Member declared the meeting open at 7.32pm.

The Presiding Member advised all attendees that the meeting was being recorded as required by s5.23A of the Local Government Act 1995 and regulations 14F - 14I of the Local Government (Administration) Regulations 1996.

2 ATTENDANCE/APOLOGIES/APPROVED LEAVE OF ABSENCE

COUNCILLORS:	Cr Karen Harrington	(Shire President)
	Cr Duncan South	(Deputy Shire President)
	Cr Neil Morrell	(Elected Member)
	Cr Graeme Peirce	(Elected Member)
	Cr Russell Prowse	(Elected Member)
	Cr Natalie O'Neill	(Elected Member)
	Cr Helen Lubcke	(Elected Member)
STAFF:	Vin Fordham Lamont	(Chief Executive Officer)
	Rajinder S Sunner	(Manager Corporate Services)
	Gary Rasmussen	(Manager Works and Services)
	Sharon Bell	(Community Development Officer)
	Kerryn Chia	(Projects Officer)
APOLOGIES:	Nil	
ON LEAVE OF ABSENCE:	Nil	
ABSENT:	Nil	
MEMBER OF THE PUBLIC:	Pam Stockley	Estelle Buller
	Chris Buller	Bec South
	Sharon Williams	Rosalie Bunce
	Hazel Herd	Francoise Battikha
	Phil Harrington	Sarah Buscumb

3 ANNOUNCEMENTS OF PRESIDING MEMBERS

Nil

4 RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE

Members of the public have submitted to the CEO various concerns in relation to the fruit fly management. Cr Harrington provided a response.

Thank you for raising your concerns about fruit fly management in Darkan and for recognising the value this program has provided to the community over many years.

The Shire advises that the fruit fly management program was not stopped; rather, the previous opt-out spraying approach was replaced with an alternative method.

This change was introduced to better balance staff resources while still maintaining fruit fly control across the town. Under the current approach, the number of properties receiving baiting treatment has increased significantly, with participation increasing by approximately 110 per cent, indicating a broader level of coverage than under the previous arrangement.

The previous spraying program also required a considerable commitment of staff time, estimated at around three hours each week across the year. When undertaken in accordance with the manufacturer's specifications, this approach can involve a substantial ongoing cost. These practical considerations were part of the reasoning behind introducing an alternative service model.

Council acknowledges that some residents have experienced disappointment following this change and understands the importance of protecting backyard fruit trees for many households in Darkan. Community feedback will be valuable in any future review of the program.

If Council wishes to consider returning to a spraying service, one option may be to assess a user-pays model, such as an annual charge or a fee based on the number of trees treated, so that the cost of the service is directed to those who choose to receive it.

The Shire remains committed to supporting practical and effective pest management outcomes for the community and appreciates residents taking the time to share their views on this matter.

5 PUBLIC QUESTION TIME

Nil

6 PETITIONS, DEPUTATIONS, PRESENTATIONS, SUBMISSIONS

Nil

7 APPLICATIONS FOR LEAVE OF ABSENCE

7.1 LEAVE OF ABSENCE REQUEST - CR HARRINGTON

File Ref: ADM053

Background

Cr Karen Harrington submitted a Request for Leave of Absence from her duties as President for the duration of 22nd June to 26th June 2026, inclusive of the June 2026 Ordinary Meeting of Council, to allow her participation in the Australian Regional Leadership Foundation's National Impact Forum.

VOTING REQUIREMENTS:

Simple Majority

RESOLUTION OCM-2026-047

Moved: Cr Duncan South

Seconded: Cr Russell Prowse

That Council approve the Leave of Absence Request from Cr Harrington from 22nd June to 26th June 2026.

In Favour: Crs Karen Harrington, Duncan South, Neil Morrell, Graeme Peirce, Russell Prowse,
Natalie O'Neill, Helen Lubcke

Against: Nil

CARRIED 7/0

8 DISCLOSURE OF INTEREST

Cr Russell Prowse declared a Financial and Proximity interest in relation to item 14.2 Development Application - Proposed Meteorological Monitoring Mast.

Cr Helen Lubcke declared a Proximity and Indirect Financial interest in relation to item 14.2 Development Application - Proposed Meteorological Monitoring Mast.

9 CONFIRMATION OF MINUTES OF PREVIOUS MEETINGS HELD**9.1 ORDINARY MEETING OF COUNCIL 23 APRIL 2026**

File Ref: ADM378
Author: Renee Schinzig, Administration Officer
Authorising Officer: Vin Fordham Lamont, Chief Executive Officer
Date: 07/05/2026

Statutory Environment:

Section 5.22 of the *Local Government Act* provides that minutes of all meetings are to be kept and submitted to the next ordinary meeting of the council or the committee, as the case requires, for confirmation.

VOTING REQUIREMENTS:

Simple Majority

RESOLUTION OCM-2026-048

Moved: Cr Graeme Peirce
Seconded: Cr Neil Morrell

That the Minutes of the Ordinary Meeting of Council held in the Council Chambers on 23 April 2026 be confirmed as true and correct.

In Favour: Crs Karen Harrington, Duncan South, Neil Morrell, Graeme Peirce, Russell Prowse, Natalie O'Neill, Helen Lubcke
Against: Nil

CARRIED 7/0

10 REPORTS FROM COUNCILLORS

Cr Karen Harrington (Shire President)

Cr Harrington on Friday 24th April attended a meeting with the CEO, MCS and WMS to discuss roadworks costs and strategies followed by the opening of the Betty Brown Museum – The West Arthur Football Club exhibition.

On Wednesday 29th April and Wednesday 20th May, Cr Harrington attended budget workshops held in the Shire Office.

Monday 4th May, attended a Powering WA Community Benefit Pilot program teleconference and Wednesday 6th May was the state council WALGA regional zone meeting where Cr Harrington presented on Renewable Energy Projects – Understanding Local Impact.

On Thursday 14th May Cr Harrington attended the Regional Engagement Fatigue webinar hosted by Tracy LeFroy, former SP at Moora. There were some great insights from LG, industry and community.

Cr Harrington attended the Audit Entrance Meeting online on Friday 15th May with members of staff and the Audit Risk and Improvement Committee.

On Monday 18th May Cr Harrington attended the PoweringWA Community Drop In sessions briefing followed by the interview for the Deputy CEO Position where she attended online as an observer.

Tuesday 19th May, attended an online meeting with Western Power to discuss environmental offsets and the impact to the community as well as strategies for stages 2 and 3. Later that day, also online, a Powering WA Community Benefit Pilot program teleconference.

Monday 25th May Cr Harrington attended the WALGA Zone Chair induction at WALGA offices.

Cr Duncan South (Deputy Shire President)

On 20th May, Cr South attended the Budget Workshop at the Shire Office.

Cr Neil Morrell

On 20th May, Cr Morrell attended the Budget Workshop at the Shire Office.

Cr Graeme Peirce

Cr Peirce attended Budget Workshops on 29th April and 20th May as well as the Audit Entrance Meeting on Friday 15th May with members of staff and the Audit Risk and Improvement Committee.

Cr Russell Prowse

On 7th May, Cr Prowse attended the meeting of the Museum Reference Group, the meeting with Western Power on 19th May followed by the Budget Workshop at the Shire office on the 20th May.

Cr Helen Lubcke

Cr Lubcke on Friday 24th April attended the opening of the Betty Brown Museum – The West Arthur Football Club exhibition, the Budget Workshop at the Shire office on 29th April and attended the Audit Entrance Meeting on Friday 15th May with members of staff and the Audit Risk and Improvement Committee.

Cr Natalie O'Neill

Nil

Cr Natalie O'Neill left the meeting at 8.01pm, for a comfort break.

Cr Natalie O'Neill returned to the meeting at 8.04pm.

11 OFFICE OF THE CHIEF EXECUTIVE OFFICER

11.1 PROPOSED BUSH FIRE BRIGADES LOCAL LAW

File Ref:	ADM212
Location:	Not applicable
Applicant:	Not applicable
Author:	Leanne Parola, LG Best Practices Consultant
Authorising Officer:	Vin Fordham Lamont, Chief Executive Officer
Date:	11/05/2026
Disclosure of Interest:	Nil
Attachments:	1. By-laws Relating to the Establishment, Maintenance and Equipment of Bush Fire Brigades 2. Draft Bush Fire Brigades Local Law 3. Notice of Proposed Local Law

SUMMARY:

Council is requested to commence the process to adopt a Bush Fire Brigades Local Law which will include repealing the existing By-Laws.

BACKGROUND:

At the Ordinary Meeting of Council held on 26 February 2026, Council resolved that it:

- 1) *Note that no submissions were received during the consultation period for review of the following local laws:*
 - a. *Activities on Thoroughfares and Trading in Thoroughfares and Public Places Local Law*
 - b. *By-laws relating to the Establishment, Maintenance and Equipment of Bush Fire Brigades*
 - c. *Local Laws relating to Parking and Use of Vehicles*
 - d. *Local Government Property Local Law*
- 2) *Determine that having been reviewed, the following local laws remain unchanged:*
 - a. *Activities on Thoroughfares and Trading in Thoroughfares and Public Places Local Law*
 - b. *Local Laws relating to Parking and Use of Vehicles*
 - c. *Local Government Property Local Law*
- 3) *Direct the CEO to prepare a draft Bush Fire Brigades Local Law to repeal and replace the By-laws relating to the Establishment, Maintenance and Equipment of Bush Fire Brigades.*

COMMENT:

Staff have drafted the attached local law based on the Western Australian Local Government Association's template local law.

The President should read out the following purpose, effect and justification for the proposed local law:

Purpose of the local law:

To make provisions for the establishment, organisation and maintenance, administration and funding of bush fire brigades.

Effect of the local law:

To align existing Local Laws with changes in the law and operational practice.

Justification for the local law:

It will provide rules to a bush fire brigade governing the operation of a bush fire brigade pursuant to the Bush Fires Act 1954 and the provisions of its subsidiary legislation.

At the March 2026 ordinary Council meeting, the following officer recommendation was made:

That Council, pursuant to the provisions of section 3.12(3) of the *Local Government Act 1995* and Section 62 of the *Bush Fires Act 1954*:

- 1) Resolve its intent to adopt the Shire of West Arthur Bush Fire Brigades Local Law:
 - a. The purpose of which is to provide for the establishment, organisation and maintenance, administration and funding of bush fire brigades.
 - b. The effect of which will be to align existing Local Laws with changes in the law and operational practice.
 - c. The justification of which is that it will provide rules to a bush fire brigade governing the operation of a bush fire brigade pursuant to the *Bush Fires Act 1954* and the provisions of its subsidiary legislation.
 - 2) Requests the CEO to advertise a local public notice;
 - 3) Requests the CEO to send to the Minister a copy of:
 - a. A copy of the public notice; and
 - b. The proposed local law.
- and
- 4) Requests the CEO to provide a copy of the proposed local law, in accordance with the notice to any person requesting it.

Council then resolved the following:

That Council defer this item to the Ordinary Meeting of Council to be held on 23rd April 2026 to enable certain amendments to be tabled which have been suggested by myself (as the Chief Bush Fire Control Officer) and the Community Emergency Services Manager to improve the draft local law.

The CBFCO and CESM did not provide the CEO with any additional information for the April Council Meeting. At the Ordinary Meeting of 23rd April 2026, therefore, Council resolved to “lay this item on the table to enable certain amendments to be tabled which have been suggested by the Chief Bush Fire Control Officer and the Community Emergency Services Manager to improve the draft local law presented.”

The new draft local law with the suggested amendments is now presented to Council, as attached, for its consideration.

CONSULTATION:

The attached notice must be advertised for public submissions via local public notice boards, on the Shire's website, Facebook page and in the local newspaper "The Bleat" in accordance with the local public notice requirements of the *Local Government Act 1995*.

A copy of the draft local law was provided to the Chief Bush Fire Control Officer and the Shire's Community Emergency Services Manager to provide an opportunity for feedback before presentation to Council.

A period of not less than 6 weeks will be provided for submissions to be made before referral back to Council.

STATUTORY ENVIRONMENT:

The proposed Shire of West Arthur Bush Fire Brigades Local Law must be made in accordance with the *Bush Fires Act 1954*, Section 62 and the *Local Government Act 1995*, subdivision 2 of Division 2 of Part 3.

POLICY IMPLICATIONS:

The proposed local law will have no impact on the following Council Policies which can have effect on the operations of the Bush Fire Brigades:

- F14 - Harvest & Vehicle Movement Ban – Christmas Day, Boxing Day & New Year's Day
- LS1 – Emergency Management

FINANCIAL IMPLICATIONS:

There are costs associated with advertising for public comment, making and Gazettal of a new local law. The costs associated with making a new Bush Fire Brigades local law are included in the 2025/26 Annual Budget.

STRATEGIC IMPLICATIONS:

Shire of West Arthur Strategic Community Plan 2021-2031

Theme: Community – Safe, Friendly and Inclusive

Outcome: 1.1 A safe place to work, live and visit

Strategy: Support for the provision of emergency services and volunteers and Communication of risks and hazards to the community and assistance with management of these

RISK IMPLICATIONS:

Risk management is the removal of uncertainty from business decisions. Risk is expressed in terms of likelihood it may occur and the consequences that may flow from it. The consequences may be positive or negative or simply a deviation from the expected. The risk or consequence may be related to health and safety; financial; business or service interruption; compliance; reputation; or the environment. ***Reference to the risk matrix below will generate a risk rating by assessing the likelihood and consequence and multiplying these scores by each other.*** The greater the risk rating, the greater the risk and the higher the need for specific plans to be developed. All items with a risk rating greater than 10 should be added to the Risk Register and specific controls developed.

Risk Themes:

A risk theme is the categorising of risk. For example, the collection of risks that represent compliance failure. The risk themes in the shire Risk Register include:

- Business Disruption
- Community Disruption
- IT or Communications Failure
- External Threat or Fraud
- Misconduct
- Inadequate safety or security practices

- Inadequate project or change management
- Errors Omissions or Delays
- Inadequate Document Management Processes
- Inadequate supplier / contract management
- Providing inaccurate advice / information
- Ineffective Employment practices
- Compliance failure
- Inadequate asset management
- Inadequate engagement practices
- Ineffective facility or event management
- Inadequate environmental management

Risk Matrix:

Consequence Likelihood		Insignificant	Minor	Moderate	Major	Catastrophic
		1	2	3	4	5
Almost Certain	5	Medium (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Medium (8)	High (12)	High (16)	Extreme (25)
Possible	3	Low (3)	Medium (6)	Medium (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Medium (6)	Medium (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Medium (5)

Description of Key Risk	The local laws will automatically be repealed if they are not reviewed, amended or replaced by 7 December 2026.
Risk Likelihood (based on history and with existing controls)	Unlikely (2)
Risk Consequence	Minor (2)
Risk Rating (Prior to Treatment or Control): Likelihood x Consequence	Low (4)
Principal Risk Theme	Compliance Failure
Risk Action Plan (Controls or Treatment Proposed)	Use of Local Law Explanatory Memorandum Checklist, WALGA template and experienced consultant to carry out local law making process.

VOTING REQUIREMENTS:

Simple Majority

RESOLUTION OCM-2026-049

Moved: Cr Graeme Peirce

Seconded: Cr Duncan South

That Council, pursuant to the provisions of section 3.12(3) of the *Local Government Act 1995* and Section 62 of the *Bush Fires Act 1954*:

1. Resolve its intent to adopt the Shire of West Arthur Bush Fire Brigades Local Law:
 - a. The purpose of which is to provide for the establishment, organisation and maintenance, administration and funding of bush fire brigades.
 - b. The effect of which will be to align existing Local Laws with changes in the law and operational practice.
 - c. The justification of which is that it will provide rules to a bush fire brigade governing the operation of a bush fire brigade pursuant to the *Bush Fires Act 1954* and the provisions of its subsidiary legislation.
2. Requests the CEO to advertise a local public notice;
3. Requests the CEO to send to the Minister a copy of:
 - a. A copy of the public notice; and
 - b. The proposed local law.

and

4. Requests the CEO to provide a copy of the proposed local law, in accordance with the notice to any person requesting it.

In Favour: Crs Karen Harrington, Duncan South, Neil Morrell, Graeme Peirce, Russell Prowse, Natalie O'Neill, Helen Lubcke

Against: Nil

CARRIED 7/0

30 December 1988]

GOVERNMENT GAZETTE, WA

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2. Subject to Paragraph Four (4) hereof all owners or occupiers of land within the Shire of Nungarin shall provide and maintain firebreaks during the firebreak period as prescribed in these by-laws.

Rural Land: To a width of Three metres wide inside and along all external boundaries of land and around areas of not more than 200 ha (500 acres) owned or occupied by you; and to a width of two metres wide around all buildings, haysheds and fuel storage areas.

Firebreaks may be ploughed, scarified or otherwise cleared of all debris of a flammable nature and must be maintained free of such materials.

Townsite Land—

(a) Where area of land is 5 000 square metres or less the Land shall be cleared of all flammable material and maintained free of such material.

(b) Where area of land exceeds 5 000 square metres a firebreak of not less than two metres wide shall be cleared of all flammable material and maintained free of such material, inside the external boundaries of that land, notwithstanding that where the common boundary adjoins a constructed road, the installation of the said firebreak is optional.

3. Licensed Fuel Depots and Ramps: Fire protection standards at all licensed fuel depots within the Shire of Nungarin will be in compliance with all the requirements of the Explosives and Dangerous Goods Act 1961 and the Flammable Liquids Regulations 1967.

All grass and similar flammable materials to be cleared from areas where drum ramps are located and where drums, full or empty, are stored and such areas maintained clear of grass and similar flammable materials.

4. If it is considered impractical to clear firebreaks or remove flammable material from the land as required by these By-Laws application may be made in writing to the Council or its duly authorised officer for permission to provide firebreaks in alternative positions. If permission is not granted by the Council or its duly authorised officer the requirements of these By-laws shall be complied with.

5. If the requirements of this notice are carried out by burning, such burning must be in accordance with the relevant provisions of the Bush Fires Act 1954.

6. Penalty for Non-Compliance: A fine not exceeding \$1 000 and in default the Council may enter upon the land and perform the requisite works at the cost of the owner or occupier.

Dated this 31st Day of August, 1988.

The Common Seal of the Municipality of the Shire of Nungarin was affixed hereto in the presence of—
[L.S.]

R. R. CREAGH,
Shire President.

P. J. VARRIS,
Shire Clerk.

Recommended—

IAN TAYLOR,
Minister for Police and Emergency Services.

Confirmed by His Excellency the Governor in Executive Council this 20th day of December 1988.

G. PEARCE,
Clerk of the Council.

BUSH FIRES ACT 1954

Municipality of the Shire of West Arthur

By-laws relating to the Establishment, Maintenance and Equipment of Bush Fire Brigades.

IN pursuance of the powers conferred upon it by the abovementioned Act, and of all other powers enabling it, the Council of the Shire of West Arthur hereby records having resolved on the 18 August 1988, to make and submit for confirmation by the Governor, the following by-laws.

The by-laws published in the *Government Gazette* dated 21 March 1941 at page 361 and as amended in the *Government Gazette* dated 28 September 1960, relating to the establishment, maintenance and equipment of Bush Fires Brigades are hereby repealed and replaced by the following:

Establishment of Brigade

1. (a) By resolution, the Council may establish, maintain and equip a bush fire brigade under the provisions of the Bush Fires Act 1954 and regulations thereunder. The brigade shall be formed in accordance with these by-laws; and a name shall be given to the brigade. Details of the brigade and its officers shall be entered in the register of Bush Fire Brigades held by Council.

(b) A bush fire brigade may be established for the whole of the Shire or for any specified area thereof.

Appointment of Officers

2. The Council shall appoint a captain, a first lieutenant, a second lieutenant and such additional lieutenants as it shall deem necessary to act as Officers of the brigade.

3. Members of the Brigade shall elect a person to act as Secretary to the Brigade and shall inform the Council accordingly.

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GOVERNMENT GAZETTE, WA

[30 December 1988]

4. The Council may appoint an equipment officer who shall be responsible for the custody and maintenance in good order and condition of all equipment and appliances acquired by the Council for the purpose of the brigade. Such officer may station such equipment at a depot approved by the captain.

Powers and Duties of Officers

5. The powers and duties of all officers appointed under these by-laws shall be laid down in the provisions of the Bush Fires Act 1954 and each officer so appointed shall be supplied with a copy of the Act and regulations.

Membership of Brigade

6. (1) The membership of a bush fire brigade may consist of the following:

- (a) subscribing members; and
- (b) firefighting members.

(2) Subscribing members shall be those persons, who being interested in forwarding the objects of the brigade, pay an annual subscription to the funds of the brigade at the following rates:

- (i) owner or occupier of land within the brigade area—minimum subscription of \$1.00
- (ii) other persons—minimum subscriptions of \$0.50

(3) Firefighting members shall be those persons, being able bodied persons over 15 years who are willing to render service at any bush fire when called upon; and who sign an undertaking in the form contained in the First Schedule to these by-laws.

(4) No fees or subscriptions shall be payable by firefighting members and the enrolment of persons as such members shall in every case be subject to the approval of the Council.

(5) A subscribing member shall be eligible for enrolment as a firefighting member.

Finance

7. The expenditure incurred by the Council in the purchase of equipment, payment for services and generally for the purpose of this Act, shall be a charge on the ordinary revenue of the Council and records of such expenditure shall be maintained in accordance with Municipal audit requirements.

Meetings of Brigades

8. Meetings will be held as necessary.

First Schedule

Form of Enrolment—Firefighting Member

I, the undersigned,
hereby make application to be enrolled as a firefighting member of the Bush Fire Brigade.
My Private address is
My Business address is
I can be contacted on Telephone No.
I hereby declare that I am over years of age and in good health.
On enrolment as a firefighter member. I hereby undertake:

1. To promote the objects of the brigade as far as shall be in my power.
2. To be governed by the provisions of the constitution, such By-Laws and regulations as may from time to time be made thereunder.
3. To use my best endeavour to give assistance in firefighting measures when called upon and on such occasions to obey all orders and instructions issued by duly authorised officers of the brigade.

Applicant's Signature.....
Date.....

Dated this 18th day of August, 1988.
The Common Seal of the Shire of West Arthur was
hereto affixed in the presence of
[L.S.]

K. M. McINERNEY,
President.
G. S. WILKS,
Shire Clerk.

Recommended—

IAN TAYLOR,
Minister for Emergency Services.

Approved by His Excellency the Governor in Executive Council this 20th day of December 1988.

G. PEARCE,
Clerk of the Council.

BUSH FIRE BRIGADES LOCAL LAW

BUSH FIRES ACT 1954

LOCAL GOVERNMENT ACT 1995

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FIRST SCHEDULE - RULES GOVERNING THE OPERATION OF BUSH FIRE BRIGADES

**BUSH FIRES ACT 1954
LOCAL GOVERNMENT ACT 1995**

SHIRE OF WEST ARTHUR

BUSH FIRE BRIGADES LOCAL LAW

Under the powers conferred by the *Bush Fires Act 1954* and under all other powers enabling it, the Council of the Shire of West Arthur resolved on *[insert date]* to make the following local law.

PART 1 - PRELIMINARY

1.1 Citation

This local law may be cited as the Shire of West Arthur Bush Fire Brigades Local Law.

1.2 Definitions

(1) In this local law unless the context otherwise requires –

“**Act**” means the *Bush Fires Act 1954*;

“**brigade area**” is defined in clause 2.2(1)(b);

“**brigade member**” means a fire fighting member, auxiliary/support member or a cadet member of a bush fire brigade;

“**brigade officer**” means a person holding a position referred to in clause 2.2 (1)(c), whether or not he or she was appointed by the local government or elected at an annual general meeting of a bush fire brigade or otherwise appointed to the position;

“**bush fire brigade**” is defined in section 7 of the Act;

“**Bush Fire Operating Procedures**” means the Bush Fire Operating Procedures adopted by the local government as amended from time to time;

“**CEO**” means the chief executive officer of the Shire of West Arthur;

“**Council**” means the Council of the local government;

“**Department**” means the Department of Fire and Emergency Services of Western Australia;

“**district**” means the district of the local government;

“**fire fighting member**” is defined in clause 4.2;

“**local government**” means the Shire of West Arthur;

“**Regulations**” means Regulations made under the Act; and

“**Rules**” means the Rules Governing the Operation of Bush Fire Brigades set out in the First Schedule.

- (2) In this local law, unless the context otherwise requires, a reference to –
- (a) a Captain;
 - (b) a First Lieutenant;
 - (c) a Second Lieutenant;
 - (d) any additional Lieutenants;
 - (e) an Equipment Officer;
 - (f) a Secretary.
 - (g) a Treasurer; or
 - (h) a Secretary / Treasurer combined,

means a person holding that position in a bush fire brigade.

1.3 Repeal

The Shire of West Arthur By-Laws relating to the Establishment, Maintenance and Equipment of Bush Fire Brigades Local Laws are repealed.

1.4 Application

This local law applies throughout the district.

PART 2 – ESTABLISHMENT OF BUSH FIRE BRIGADES

Division 1 – Establishment of a bush fire brigade

2.1 Establishment of a bush fire brigade

- (1) The local government may establish a bush fire brigade for the purpose of carrying out normal brigade activities.
- (2) A bush fire brigade is established on the date of the local government’s decision under subclause (1).

2.2 Name and officers of bush fire brigade

- (1) On establishing a bush fire brigade under clause 2.1(1) the local government is to –
 - (a) give a name to the bush fire brigade;
 - (b) specify the area in which the bush fire brigade is primarily responsible for carrying out the normal brigade activities (the “**brigade area**”); and
 - (c) appoint –
 - (i) a Captain;
 - (ii) a First Lieutenant;
 - (iii) a Second Lieutenant;
 - (iv) additional Lieutenants if the local government considers it necessary;
 - (v) an Equipment Officer;
 - (vi) a Secretary; and
 - (vii) a Treasurer; or
 - (viii) a Secretary/Treasurer combined.

- (2) When considering the appointment of persons to the positions in subclause (1)(c), the local government is to have regard to the qualifications and experience which may be required to fill each position.
- (3) A person appointed to a position in subclause (1)(c) is to be taken to be a brigade member.
- (4) The appointments referred to in subclause (1)(c) expire at the completion of the first annual general meeting of the bush fire brigade.
- (5) If a position referred to in subclause (1)(c) becomes vacant prior to the completion of the first annual general meeting, then the local government is to appoint a person to fill the vacancy in accordance with subclause (2)

Division 2 – Command at a fire

2.3 Ranks within the bush fire brigade

- (1) In accordance with the Bush Fires Act 1954, where a bush fire control officer is present at a fire, that officer has control of all operations. In the absence of a bush fire control officer, the Captain, or next senior officer, has control in accordance with the Act.

Division 3 – Application of Rules to a bush fire brigade

2.4 Rules

- (1) The Rules govern the operation of a bush fire brigade.
- (2) A bush fire brigade and each brigade member is to comply with the Rules as set out in Schedule 1.
- (3) The Rules must be consistent with the Bush Fires Act 1954 and any regulations made under that Act.

Division 4 – Transitional

2.5 Existing Bush Fire Brigades

- (1) Where a local government has established a bush fire brigade prior to the commencement date, then on and from the commencement day –
 - (a) the bush fire brigade is to be taken to be a bush fire brigade established under and in accordance with this local law;
 - (b) the provisions of this local law apply to the bush fire brigade save for clause 2.2; and
 - (c) any rules governing the operation of the bush fire brigade are to be taken to have been repealed and substituted with the Rules.
- (2) In this clause –

“commencement day” means the day on which this local law comes into operation.

*Division 5 – Dissolution of bush fire brigade***2.6 Dissolution of bush fire brigade**

In accordance with section 41(3) of the Act, the local government may cancel the registration of a bush fire brigade if it is of the opinion that the bush fire brigade is not complying with the Act, this local law, the Bush Fire Operating Procedures or the Rules, or is not achieving the objectives for which it was established.

2.7 New arrangement after dissolution

If a local government cancels the registration of a bush fire brigade, alternative fire control arrangements are to be made in respect of the brigade area.

PART 3 - ORGANISATION AND MAINTENANCE OF BUSH FIRE BRIGADES*Division 1 – Local government responsibility***3.1 Local government responsible for structure**

The local government is to ensure that there is an appropriate structure through which the organisation of bush fire brigades is maintained.

3.2 Officers to be supplied with Act

The local government is to supply each brigade officer with a copy of the Act, the Regulations, the Bush Fire Operating Procedures, this local law and any other written laws which may be relevant to the performance of the brigade officers' functions, and any amendments which are made thereto from time to time.

*Division 2 – Chief Bush Fire Control Officer***3.3 Managerial role of Chief Bush Fire Control Officer**

The Chief Bush Fire Control Officer performs functions and exercises powers in accordance with the Bush Fires Act 1954 and is responsible for the coordination and control of bush fire prevention and response activities within the district, subject to the Act.

3.4 Chief Bush Fire Control Officer may attend meetings

The Chief Bush Fire Control Officer or her or his nominee (who is to be a bush fire control officer) may attend as a non-voting representative of the local government at any meeting of a bush fire brigade.

3.5 Duties of Chief Bush Fire Control Officer

In addition to any powers and duties under the Bush Fires Act 1954, the Chief Bush Fire Control Officer is to provide leadership to volunteer bush fire brigades;

- (a) monitor bush fire brigades' resourcing, equipment (including protective clothing) and training levels and report thereon with recommendations at least once a year to the local government;
- (b) liaise with the local government concerning fire prevention / suppression matters generally and directions to be issued by the local government to bush fire control officers (including those who issue permits to burn) bush fire brigades or brigade officers;
- (c) ensure that bush fire brigades are registered with the local government and that lists of brigade members are maintained.

Division 3 – Annual general meetings of bush fire brigades

3.6 Holding of annual general meeting

A bush fire brigade is to hold its annual general meeting during the month of March each year.

3.7 Nomination of bush fire control officers to Bush Fire Advisory Committee

At the annual general meeting of a bush fire brigade, a minimum of one brigade member is to be nominated to the Bush Fire Advisory Committee to serve as the bush fire control officer for the brigade area until the next general meeting.

3.8 Nomination of bush fire control officer to the local government

If the local government has not established a Bush Fire Advisory Committee, then at the annual general meeting of a bush fire brigade, the bush fire brigade is to nominate a minimum of one brigade member to the local government to serve as the bush fire control officer for the brigade area until the next annual general meeting.

3.9 Minutes to be tabled before the Bush Fire Advisory Committee

- (1) The Secretary is to forward a copy of the minutes of the annual general meeting of a bush fire brigade to the Chief Bush Fire Control Officer within one month after the meeting.
- (2) The Chief Bush Fire Control Officer is to table the minutes of a bush fire brigade's annual general meeting at the next meeting of the –
 - (a) Bush Fire Advisory Committee; or
 - (b) Council, if there is no Bush Fire Advisory Committee,following their receipt under subclause (1).

Division 4 – Bush Fire Advisory Committee

3.10 Functions of Advisory Committee

The Bush Fire Advisory Committee has the functions set out in section 67 of the Bush Fires Act 1954 and any other functions determined by the local government.

3.11 Advisory Committee to nominate bush fire control officers

As soon as practicable after the annual general meeting of each bush fire brigade in the district, the Bush Fire Advisory Committee is to nominate to the local government from the persons nominated by each bush fire brigade a person for the position of a bush fire control officer for the brigade area.

3.12 Local government to have regard to nominees

When considering persons for the position of a bush fire control officer, the local government is to have regard to those persons nominated by the Bush Fire Advisory Committee, but is not bound to appoint the persons nominated.

3.13 Advisory Committee to consider bush fire brigade motions

The Bush Fire Advisory Committee is to make recommendations to the local government on all motions received by the Bush Fire Advisory Committee from bush fire brigades.

3.14 Register Requirement

The local government is to maintain a register of bush fire brigades and brigade members in accordance with the Bush Fires Act 1954 and associated regulations.

PART 4 – TYPES OF BUSH FIRE BRIGADE MEMBERSHIP**4.1. Types of membership of bush fire brigade**

The membership of a bush fire brigade consists of the following –

- (a) fire fighting members;
- (b) auxiliary/support members;
- (c) cadet members; and
- (d) honorary life members.

4.2 Fire fighting members

Fire fighting members are those persons being at least 16 years of age who undertake all normal bush fire brigade activities.

4.3 Auxiliary/support members

Auxiliary/support members are those persons who are willing to supply free vehicular transport for fire fighting members or fire fighting equipment, or who are prepared to render other assistance required by the bush fire brigade.

4.4 Cadet members

Cadet members are only to undertake activities permitted under section 35A of the Bush Fires Act 1954 and are -

- (a) to be aged 11 to 15 years;
- (b) to be admitted to membership only with the consent of their parent or guardian;
- (c) admitted for the purpose of training and are not to attend or be in attendance at an uncontrolled fire or other emergency incident;

- (d) to be supervised by a fire fighting member when undertaking normal brigade activities as defined by paragraphs (c), (d), (e), (f) and (g) of section 35A of the Act;
- (e) ineligible to vote at bush fire brigade meetings;
- (f) not to be assigned ranks under the Department's rank structure.

4.5 Honorary life member

- (1) The bush fire brigade may by a simple majority resolution appoint a person as an honorary life member in recognition of services by that person to the bush fire brigade.
- (2) No membership fees are to be payable by an honorary life member.

4.6 Notification of membership

No later than 31 May in each year, the bush fire brigade is to report to the Chief Fire Control Officer the name, contact details and type of membership of each brigade member.

PART 5 – APPOINTMENT DISMISSAL AND MANAGEMENT OF MEMBERS

5.1 Rules to govern

Governed by the Rules, to the extent that those Rules are consistent with the Bush Fires Act 1954 and this local law.

PART 6 – EQUIPMENT OF BUSH FIRES BRIGADES

6.1 Policies of local government

The local government may make policies under which it –

- (a) provides funding to bush fire brigades for the purchase of protective clothing, equipment and appliances; and
- (b) keeps bush fire brigades informed of opportunities for funding from other bodies.

6.2 Equipment in brigade area

Not later than 31 May in each year, the bush fire brigade is to report to the local government the nature, quantity and quality of all protective clothing, equipment and appliances of the bush fire brigade which are generally available within the brigade area (or at a station of the bush fire brigade).

6.3 Funding from local government budget

A request to the local government from the bush fire brigade for funding of protective clothing, equipment or appliance needs is to be received by the local government by 31 March in order to be considered in the next following local government budget, and is to be accompanied by the last audited financial statement and a current statement of assets and liabilities of the bush fire brigade.

6.4 Consideration in the local government budget

The local government may approve or refuse an application for funding depending upon the assessment of budget priorities for the year in question.

FIRST SCHEDULE

RULES GOVERNING THE OPERATION OF BUSH FIRE BRIGADES

PART 1 - PRELIMINARY

1.1 Interpretation

- (1) In these Rules, unless the context otherwise requires, where a term is used in these Rules and is defined in the local law, the Act or the Regulations, then the term is to be taken to have the meaning assigned to it in the local law, the Act or the Regulations, as the case may be.
- (2) In these Rules, unless the context otherwise requires –
 - “**absolute majority**” means a majority of more than 50% of the number of:
 - (a) brigade members of the bush fire brigade, whether in attendance at the meeting or not, if the majority is required at a meeting of the bush fire brigade; or
 - (b) brigade officers of the bush fire brigade, whether in attendance at the meeting or not, if the majority is required at a meeting of the Committee.
 - “**Committee**” means the Committee of the bush fire brigade;
 - “**local law**” means the Shire of West Arthur Bush Fire Brigades Local Law; and
 - “**normal brigade activities**” is defined by section 35A of the Act
- (3) Subject to these Rules, where a decision is to be made by the bush fire brigade, then the decision may be made by a resolution passed by a simple majority of the brigade members who are present in person or by proxy at the meeting.
- (4) Subject to these Rules, where a decision is to be made by the Committee, then the decision may be made by a resolution passed by a simple majority of the brigade officers who are present in person or by proxy at the meeting.

PART 2 – OBJECTS AND MEMBERSHIP OF BUSH FIRE BRIGADE

2.1 Objects of bush fire brigade

The objects of the bush fire brigade are to carry out –

- (a) the normal brigade activities; and
- (b) the functions of the bush fire brigade which are specified in the Act, the Regulations and the local law.

2.2 Committee to determine applications

Applications for membership are to be determined by the Committee.

2.3 Conditions of membership

In relation to any type of membership, as described in Part 4 of the local law, the bush fire brigade may establish policies pertaining to –

- (a) the qualifications required;
- (b) fees payable, if any;
- (c) a requirement to serve a probationary period;

- (d) procedures to be employed by the Committee prior to approval of an application for membership,
- and the Committee is to act within the parameters of any such policy in determining applications for membership.

2.4 Applications for membership

An application for membership is to be in writing and is to be submitted to the Chief Fire Control Officer and Captain in the form as determined by DFES from time to time.

2.5 Decision on application for membership

- (1) The Committee may –
 - (a) approve an application for membership unconditionally or subject to any conditions; or
 - (b) refuse to approve an application for membership.
- (2) If the Committee refuses to approve an application for membership, it is to give written reasons for the refusal, as soon as practicable after the decision is made, to the applicant and the advice that the applicant has the right to object to the local government.

2.6 DFES to be notified of registrations

If any application for membership is approved, the Secretary of the bush fire brigade is to supply registration details to the Department within 14 days of a person being admitted to membership in the form required by the Department from time to time.

2.7 Termination of membership

- (1) Membership of the bush fire brigade terminates if the member –
 - (a) dies;
 - (b) gives written notice of resignation to the Secretary;
 - (c) is, in the opinion of the Committee, permanently incapacitated by mental or physical ill-health;
 - (d) is dismissed by the Committee; or
 - (e) ceases to be a member or is taken to have resigned under subclause (2)
- (2) A brigade member whose membership fees are more than one year in arrears is to be taken to have resigned from the bush fire brigade.

2.8 Suspension of membership

- (1) Membership of the bush fire brigade may be suspended at any time if, in the opinion of the Committee, circumstances warrant suspending the member.
- (2) The period of suspension shall be at the discretion of the Committee.
- (3) Upon the expiry of the period of suspension the Committee may:
 - (a) extend the period of suspension;
 - (b) terminate the membership; or
 - (c) reinstate the membership.

2.9 Existing liabilities to continue

- (1) The resignation, or dismissal of a member under clause 2.7 does not affect any liability of the brigade member arising prior to the date of resignation or dismissal.

2.10 Member has right of defence

A brigade member is not to be dismissed under clause 2.7(1)(d) without being given the opportunity to meet with the Committee and answer any charges which might give grounds for dismissal.

2.11 Objection Rights

A person whose -

- (a) application for membership is refused under clause 2.5(1)(b);
- (b) membership is terminated under clause 2.7(1)(c), clause 2.7(1)(d) or clause 2.8(3)(b); or
- (c) membership is suspended under clause 2.8(1) or clause 2.8(3)(a),

has the right of objection to the local government which may dispose of the objection by –

- (a) dismissing the objection;
- (b) varying the decision objected to; or
- (c) revoking the decision objected to, with or without –
 - (i) substituting for it another decision; or
 - (ii) referring the matter, with or without directions, for another decision by the Committee.

PART 3 – FUNCTIONS OF BRIGADE OFFICERS

3.1 Chain of command during fire fighting activities

Subject to the Act and the local law, the command procedures to apply during fire fighting activities are as detailed in the local government's Bush Fire Operating Procedures.

3.2 Duties Of Captain

- (1) Subject to subclause (2) below, the Captain is to preside at all meetings.
- (2) In the absence of the Captain, the meeting may elect another person to preside at the meeting.

3.3 Secretary

- (1) The Secretary is to –
 - (a) maintain records of brigade members and provide those records to the local government to support the local government's statutory register under the Bush Fires Act 1954;
 - (b) be in attendance at all meetings and keep a correct minute and account of the proceedings of the bush fire brigade in a book which shall be open for inspection by brigade members at any reasonable time;
 - (c) answer all correspondence or direct it appropriately, and keep a record of the same;
 - (d) prepare and send out all necessary notices of meetings;
 - (e) receive membership fees, donations and other monies on behalf of the bush fire brigade, and remit them to the Treasurer upon receipt;
 - (f) complete and forward an incident report form in the form required by the Department to the Chief Bush Fire Control Officer and the Department within 14 days after attendance by the bush fire brigade at an incident.

- (g) maintain a register of all current brigade members which includes each brigade member's contact details and type of membership.
 - (h) provide no later than 31 May in each year, a report to the Chief Bush Fire Control Officer detailing the name, contact details and type of membership of each brigade member.
- (2) Where a bush fire brigade attends an incident on more than one day, the incident report form is to be completed and forwarded under subclause (1)(c) within 14 days after the last day of attendance.

3.4 Treasurer

The Treasurer is to –

- (a) receive donations and deposits from the Secretary, and deposit all monies to the credit of the bush fire brigade's bank account;
- (b) pay accounts as authorized by the Committee;
- (c) keep a record of all monies received and payments made, maintain the accounts and prepare the balance sheet for each financial year;
- (d) be the custodian of all monies of the bush fire brigade; and
- (e) regularly inform the Secretary of the names of those brigade members who have paid their membership fees.
- (f) report on the financial position at meetings of the bush fire brigade or Committee.

3.5 Equipment Officer

The Equipment Officer is responsible for the custody and maintenance in good order and condition of all protective clothing, equipment and appliances provided by the local government to the bush fire brigade (or of the bush fire brigade).

3.6 Storage of equipment

- (1) The Equipment Officer may store all of the equipment of the bush fire brigade at a place approved by the Captain (the "station").
- (2) If there is to be more than one station in the brigade area, the Equipment Officer is to appoint in respect of each station a person who is responsible for the custody and maintenance in good order and condition of all equipment and appliances at the station, subject to any direction of the Equipment Officer.

3.7 Equipment Officer to report

The Equipment Officer is to provide, no later than 31 May of each year, a report to the local government and bush fire brigade captain describing the nature, quantity and quality of all protective clothing, equipment and appliances of the bush fire brigade which are generally available within the bush fire brigade area (or at a station of the bush fire brigade).

PART 4 – COMMITTEE

4.1 Management of bush fire brigade

- (1) Subject to the provisions of these Rules, the administration and management of the affairs of the bush fire brigade are vested in the Committee.
- (2) Without limiting the generality of subclause (1), the Committee is to have the following functions –
 - (a) to recommend to the local government amendments to these Rules;
 - (b) to draft the annual budget for the bush fire brigade and present it at the annual general meeting of the bush fire brigade;
 - (c) to propose a motion for consideration at any meeting of the bush fire brigade;
 - (d) to recommend to the local government equipment which needs to be supplied by the local government to the bush fire brigade;
 - (e) to invest or place on deposit any of the funds of the bush fire brigade not immediately required to perform the normal brigade activities;
 - (f) to delegate to a person, as from time to time thought fit, any functions (being less than the total functions of the Committee) on any conditions it thinks fit;
 - (g) to do all things necessary or convenient in order to perform any of its functions and to secure the performance of the normal brigade activities by the bush fire brigade; and
 - (h) deal with membership applications, grievances, disputes and disciplinary matters.

4.2 Constitution of Committee

- (1) The Committee of the bush fire brigade is to consist of the brigade officers being the Captain, Secretary, Treasurer, Equipment Officer and the Lieutenants of the bush fire brigade.
- (2) The brigade officers are to –
 - (a) be elected at the annual general meeting of the bush fire brigade;
 - (b) hold office until the next annual general meeting; and
 - (c) be eligible for re-election at the next annual general meeting.
- (3) Any brigade officer may be removed from office by an absolute majority decision of the brigade members present in person or by proxy at a special meeting called for such a purpose.
- (4) The Committee may appoint a brigade member to fill a vacancy in any office arising from a resolution under subclause (3) or which has arisen for any other reason.

PART 5 – MEETINGS OF BUSH FIRE BRIGADE

5.1 Ordinary meetings

- (1) Ordinary meetings may be called at any time by the Chief Fire Control Officer or Brigade Captain, by giving at least 7 days notice to all brigade members, for the purpose of;
 - (a) organising and checking equipment;
 - (b) requisitioning new or replacement equipment;
 - (c) organising field excursions, training sessions, hazard reduction programs, and the preparation of fire-breaks;
 - (d) establishing new procedures in respect of any of the normal brigade activities; and
 - (e) dealing with any general business.

- (2) In a notice given under subclause (1), the Secretary is to specify the business which is to be conducted at the meeting.
- (3) Business may be conducted at an ordinary meeting of the bush fire brigade notwithstanding that it was not specified in a notice given under subclause (1) in relation to that meeting.

5.2 Special meetings

- (1) The Chief Fire Control Officer or Captain is to call a special meeting when 5 or more brigade members request one in writing.
- (2) At least 2 days notice of a special meeting is to be given by the Chief Fire Control Officer or Captain, to all brigade members.
- (3) In a notice given under subclause (2) the Chief Fire Control Officer or Captain is to specify the business which is to be conducted at the meeting.
- (4) No business is to be conducted at a special meeting beyond that specified in a notice given under subclause (2) in relation to that meeting.

5.3 Annual general meeting

- (1) At least 14 days notice of the annual general meeting is to be given by the Captain to all brigade members and to the Chief Bush Fire Control Officer.
- (2) At the annual general meeting the bush fire brigade is to –
 - (a) elect the brigade officers from among the brigade members;
 - (b) consider the Captain's report on the year's activities;
 - (c) adopt the annual financial statements;
 - (d) appoint an Auditor for the ensuing financial year in accordance with clause 5.6; and
 - (e) deal with any general business.
- (3) In a notice given under subclause (1), the Secretary is to specify the business which is to be conducted at the meeting.
- (4) Business may be conducted at an annual general meeting notwithstanding that it was not specified in a notice given under subclause (1) in relation to that meeting.

5.4 Quorum

- (1) The quorum for a meeting of the bush fire brigade is at least 50% of the number of members of the that brigade.
- (2) No business is to be transacted at a meeting of the bush fire brigade unless a quorum of brigade members is present in person or by proxy.

5.5 Voting

Each brigade member is to have one vote, however in the event of an equality of votes, the Captain (or person presiding) may exercise a casting vote.

5.6 Auditor

- (1) At the annual general meeting a person, not being a brigade member, is to be appointed as the Auditor of the bush fire brigade for the ensuing financial year.
- (2) The Auditor is to audit the accounts of the bush fire brigade not less than 7 days before the annual general meeting and is to certify to their correctness or otherwise and present a report at the annual general meeting.

PART 6 – MEETINGS OF COMMITTEE

6.1 Meetings Of Committee

- (1) The Committee is to meet for the despatch of business, adjourn and otherwise regulate its meeting as it thinks fit.
- (2) The Captain or Secretary may convene a meeting of the Committee at any time.

6.2 Quorum

No business is to be transacted at a meeting of the Committee unless a quorum of 3 brigade officers are present in person.

6.3 Voting

Each brigade officer is to have one vote, however in the case of an equality of votes, the Captain (or person presiding) may exercise a casting vote.

PART 7 – GENERAL ADMINISTRATION MATTERS

7.1 Fees

- (1) The membership fees, if any, for each type of member for the ensuing 12 months are to be determined by the bush fire brigade at the annual general meeting.
- (2) Subject to subclause (3), a member is to pay the membership fees for her or his type of membership on or before 1 May.
- (3) The bush fire brigade may exempt a brigade member, or a class of membership, from the payment of membership fees, for such period and on such conditions as the bush fire brigade may determine.

7.2 Funds

The funds of the bush fire brigade are to be used solely for the purpose of promoting the objects of the bush fire brigade.

7.3 Financial year

The financial year of the bush fire brigade is to commence on 1 July and is to end on 30 June of the following year.

7.4 Banking

- (1) The funds of the bush fire brigade are to be placed in a bank account and are to be drawn on only by cheques signed jointly by any 2 of the Captain, Secretary or Treasurer.
- (2) If the Secretary/Treasurer is a combined position, the Captain and Secretary/Treasurer are to sign the cheques referred to in subclause (1).

7.5 Disclosure of interests

- (1) A brigade member shall disclose to the bush fire brigade or Committee any financial interest (whether direct or indirect) he or she may have in any matter being considered by the bush fire brigade or Committee, as appropriate.
- (2) If a financial interest has been disclosed under subclause (1), then the bush fire brigade or Committee, as appropriate, is to decide, in the absence of the brigade member who disclosed that interest, whether or not the brigade member is to be permitted to vote on that matter.
- (3) Where the bush fire brigade or Committee, as appropriate, decides under subclause (2), that a brigade member is not to be permitted to vote on a matter, and the brigade member votes on the matter, then her or his vote is to be taken to have no effect and is not to be counted.

7.6 Disagreements

- (1) Any disagreement between brigade members may be referred to either the Captain or to the Committee.
- (2) Where a disagreement in subclause (1) is considered by the Captain or the Committee to be of importance to the interests of the bush fire brigade, then the Captain or the Committee, as the case may be, is to refer the disagreement to the annual general meeting, an ordinary meeting or a special meeting of the bush fire brigade.
- (3) The local government is the final authority on matters affecting the bush fire brigade, and may resolve any disagreement which is not resolved under subclause (1) or (2).

7.7 Act Prevails

If there is any inconsistency between this local law and the Bush Fires Act 1954, the Act prevails to the extent of the inconsistency.

PART 8 – NOTICES AND PROXIES

8.1 Notices

- (1) Notices of meetings of the bush fire brigade are to be in writing and sent by ordinary post to the registered address of each brigade member.
- (2) Notices of meetings of the Committee may be given in writing in accordance with subclause (1) or by such other means as the Committee may decide (by an absolute majority) at a meeting of the Committee.
- (3) Any accidental omission to give notice of a meeting to, or non-receipt by a person entitled to receive such notice, is not to invalidate the meeting the subject of the notice or any resolutions passed at the meeting.
- (4) Where any notice other than a notice of meeting is to be given under these Rules, the notice is to be –
 - (a) in writing;
 - (b) unless otherwise specified, given to or by the Secretary;
 - (c) given by –
 - (i) personal delivery;
 - (ii) post; or
 - (iii) facsimile transmission;
 - (d) taken to have been received, as the case may be –

- (i) at the time of personal delivery;
- (ii) 2 business days after posting; or
- (iii) on the printing of the sender's transmission report.

8.2 Proxies

- (1) Where under these Rules a brigade member may vote by proxy, in order for the proxy to so vote, the brigade member or the proxy shall give a notice in the form of that appearing in this clause, to the Secretary or the person presiding at the meeting before the start of the meeting at which the proxy is to be used.
- (2) A proxy is to be valid for the meeting for which it is given and for any adjournments of that meeting.
- (3) A proxy shall be valid for the number of votes to which the brigade member is entitled.
- (4) If the donor of the proxy does not give any indication of the manner in which the proxy is to vote, the proxy shall be entitled to vote or not vote as he or she thinks fit.
- (5) A proxy shall be entitled to speak on behalf of the donor of the proxy.
- (6) All forms appointing proxies deposited under subclause (1) are to be retained by the Secretary for not less than 28 days after the conclusion of the meeting to which they relate but if there is any objection to the validity of any vote at the meeting, they are to be retained until the determination of that objection.
- (7) The form appointing a proxy shall be in writing and signed by the brigade member appointing the proxy and shall be in or substantially in the form set out below -

“PROXY

[] BUSH FIRE BRIGADE

**[ANNUAL] [EXTRAORDINARY] GENERAL MEETING
TO BE HELD ON [DATE]**

I, _____,
Being a brigade member appoint _____
to be my proxy and vote on my behalf at the meeting of
the bush fire brigade to be held on [insert date] and at any
adjournment of it. The proxy shall vote as follows:

MOTION FOR AGAINST ABSTAIN

1.
2.

If there is no instruction to the proxy as to the way to vote,
the proxy shall exercise her or his discretion as to how to
vote or whether to vote at all. In respect of any vote taken
at the meeting on a matter which does not appear on the
agenda, the proxy shall exercise her or his discretion as to
the way he or she casts the vote or whether it is cast at all.
Date: _____

Signed: _____

NOTE: To be valid this proxy must be completed and
returned to the Secretary of the bush fire brigade (or the
presiding member) prior to the commencement of the
meeting for which the proxy is valid.

Dated this day of 20



Shire of West Arthur

Proposed Bush Fire Brigade Local Laws

The Shire of West Arthur proposes to make a Shire of West Arthur Bush Fire Brigades Local Law.

Purpose of the local law:

To make provisions for the establishment, organisation and maintenance, administration and funding of bush fire brigades.

Effect of the local law:

To align existing local laws with changes in the law and operational practice.

Justification for the local law:

It will provide rules to a bush fire brigade governing the operation of a bush fire brigade pursuant to the Bush Fires Act 1954 and the provisions of its subsidiary legislation.

A copy of the proposed local law may be inspected or obtained the Shire offices at 31 Burrowes Street, Darkin between Friday 8.30am and 4.30pm Monday to Friday or in the on our website at <https://www.westarthur.wa.gov.au/documents/publications>

Submissions about the proposed local law may be made in writing to the Shire by 4 pm on Wednesday 15 July 2026.

All submissions received may be made public at a Council meeting and included in a Council Agenda, which will be available on the Shire's website, unless a submission specifically requests otherwise.

Vin Fordham Lamont
Chief Executive Officer
Shire of West Arthur

12 CORPORATE SERVICES

12.1 MONTHLY FINANCIAL REPORTS - APRIL 2026

File Ref:	ADM339
Location:	N/A
Applicant:	N/A
Author:	Melinda King, Manager Financial Reporting
Authorising Officer:	Rajinder S Sunner, Manager Corporate Services
Date:	16/04/2026
Disclosure of Interest:	Nil
Attachments:	1. Monthly Financial Report April 2026

SUMMARY:

Council is requested to consider the financial reports for the periods ending 30 April 2026.

BACKGROUND:

The financial reports for the period ending 30 April 2026 are attached.

COMMENT:

If you have any questions regarding details in the financial reports, please get in touch with the office before Council meeting so that sufficient time is given to research the request. This will enable the information to be provided at the Council meeting.

CONSULTATION:

No consultation required.

STATUTORY ENVIRONMENT:

Regulation 34 (1) of the Local Government (Financial Management) Regulations 1996 states that a Local Government is to prepare each month a statement of financial activity reporting on the revenue and expenditure, as set out in the annual budget under regulation 22(1)(d), for the previous month (the relevant month) in the following detail —

- (a) annual budget estimates, taking into account any expenditure incurred for an additional purpose under section 6.8(1)(b) or (c); and
- (b) budget estimates to the end of the relevant month and
- (c) actual amounts of expenditure, revenue and income to the end of the relevant month and
- (d) material variances between the comparable amounts referred to in paragraphs (b) and (c); and
- (e) the net current assets at the end of the relevant month, and a note containing a summary explaining the composition of the net existing assets.

POLICY IMPLICATIONS:

Nil

FINANCIAL IMPLICATIONS:

There are no financial implications. Reported income and expenditure will be assessed by management as being consistent with the 2025/26 Annual Budget.

STRATEGIC IMPLICATIONS:

West Arthur Towards 2031

Theme: Leadership and Management

Outcome: Establish and maintain sound business and governance structures

Strategy: Ensure that the local community is provided with value for money through the prudent expenditure of rates

RISK IMPLICATIONS:

Risk management is the removal of uncertainty from business decisions. Risk is expressed in terms of likelihood it may occur and the consequences that may flow from it. The consequences may be positive or negative or simply a deviation from the expected. The risk or consequence may be related to health and safety; financial; business or service interruption; compliance; reputation; or the environment. ***Reference to the risk matrix below will generate a risk rating by assessing the likelihood and consequence and multiplying these scores by each other.*** The greater the risk rating, the greater the risk and the higher the need for specific plans to be developed. All items with a risk rating greater than 10 should be added to the Risk Register and specific controls developed.

Risk Themes:

A risk theme is the categorising of risk. For example, the collection of risks that represent compliance failure. The risk themes in the shire Risk Register include:

- Business Disruption
- Community Disruption
- IT or Communications Failure
- External Threat or Fraud
- Misconduct
- Inadequate safety or security practices
- Inadequate project or change management
- Errors Omissions or Delays
- Inadequate Document Management Processes
- Inadequate supplier / contract management
- Providing inaccurate advice / information
- Ineffective Employment practices
- Compliance failure
- Inadequate asset management
- Inadequate engagement practices
- Ineffective facility or event management
- Inadequate environmental management

Risk Matrix:

Consequence Likelihood		Insignificant	Minor	Moderate	Major	Catastrophic
		1	2	3	4	5
Almost Certain	5	Medium (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Medium (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Medium (6)	Medium (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Medium (6)	Medium (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Medium (5)

Description of Key Risk	Not preparing monthly financial statement which affects Council's ability to oversee the Shire's financial management.
Risk Likelihood (based on history and with existing controls)	Rare (1)
Risk Consequence	Minor (2)
Risk Rating (Prior to Treatment or Control): Likelihood x Consequence	Low (2)
Principal Risk Theme	Compliance Failure
Risk Action Plan (Controls or Treatment Proposed)	Prepare monthly financial statements for the Council

VOTING REQUIREMENTS:

Simple Majority

RESOLUTION OCM-2026-050

Moved: Cr Neil Morrell
 Seconded: Cr Graeme Peirce

That Council accept the financial reports for the period ending 30 April 2026.

In Favour: Crs Karen Harrington, Duncan South, Neil Morrell, Graeme Peirce, Russell Prowse,
 Natalie O'Neill, Helen Lubcke

Against: Nil

CARRIED 7/0

SHIRE OF WEST ARTHUR
MONTHLY FINANCIAL REPORT
(Containing the required statement of financial activity and statement of financial position)
For the period ended 30 April 2026

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

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SHIRE OF WEST ARTHUR
STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 APRIL 2026

	Supplementary Information	Adopted Budget Estimates (a) \$	YTD Budget Estimates (b) \$	YTD Actual (c) \$	Variance* \$ (c) - (b)	Variance* % ((c) - (b))/(b)	Var.
OPERATING ACTIVITIES							
Revenue from operating activities							
General rates	10	2,252,484	2,252,484	2,251,760	(724)	(0.03%)	
Grants, subsidies and contributions	13	1,668,654	1,276,539	1,326,953	50,414	3.95%	▲
Fees and charges		406,331	338,967	365,816	26,849	7.92%	▲
Interest revenue		122,314	58,143	84,356	26,213	45.08%	▲
Other revenue		139,059	68,220	102,753	34,533	50.62%	▲
Profit on asset disposals	6	14,292	8,292	5,194	(3,098)	(37.36%)	▼
		4,603,134	4,002,645	4,136,832	134,187	3.35%	
Expenditure from operating activities							
Employee costs		(2,273,833)	(2,004,160)	(1,930,252)	73,908	3.69%	▲
Materials and contracts		(1,668,570)	(1,317,622)	(1,202,358)	115,264	8.75%	▲
Utility charges		(119,390)	(99,500)	(82,659)	16,841	16.93%	▲
Depreciation		(3,676,619)	(3,063,849)	(3,138,925)	(75,076)	(2.45%)	▼
Finance costs		(23,952)	(17,437)	(17,437)	0	0.00%	
Insurance		(157,053)	(157,053)	(158,910)	(1,857)	(1.18%)	
Other expenditure		(83,800)	(39,799)	(30,282)	9,517	23.91%	▲
Loss on asset disposals	6	(27,554)	0	(5,107)	(5,107)	0.00%	
		(8,030,771)	(6,699,420)	(6,565,930)	133,490	1.99%	
Non-cash amounts excluded from operating activities	Note 2(b)	3,689,881	2,992,097	3,076,376	84,279	2.82%	▲
Amount attributable to operating activities		262,244	295,322	647,278	351,956	119.18%	
INVESTING ACTIVITIES							
Inflows from investing activities							
Proceeds from capital grants, subsidies and contributions	14	4,428,614	708,960	638,435	(70,525)	(9.95%)	▼
Proceeds from disposal of assets	6	161,364	49,000	44,546	(4,454)	(9.09%)	
Proceeds from financial assets at amortised cost - self supporting loans		32,059	23,945	23,945	0	0.00%	
		4,622,037	781,905	706,926	(74,979)	(9.59%)	
Outflows from investing activities							
Payments for property, plant and equipment	5	(4,028,421)	(721,420)	(774,197)	(52,777)	(7.32%)	▼
Payments for construction of infrastructure	5	(1,662,428)	(867,780)	(868,506)	(726)	(0.08%)	
		(5,690,849)	(1,589,200)	(1,642,703)	(53,503)	(3.37%)	
Amount attributable to investing activities		(1,068,812)	(807,295)	(935,777)	(128,482)	(15.92%)	
FINANCING ACTIVITIES							
Inflows from financing activities							
Proceeds from new debentures	11	0	110,000	110,000	0	0.00%	
Transfer from reserves	4	1,016,027	0	0	0	0.00%	
		1,016,027	110,000	110,000	0	0.00%	
Outflows from financing activities							
Repayment of borrowings	11	(91,151)	(69,509)	(69,509)	0	0.00%	
Transfer to reserves	4	(956,688)	(16,643)	(18,464)	(1,822)	(10.94%)	▼
		(1,047,839)	(86,152)	(87,973)	(1,822)	(2.11%)	
Amount attributable to financing activities		(31,812)	23,849	22,027	(1,822)	(7.64%)	
MOVEMENT IN SURPLUS OR DEFICIT							
Surplus or deficit at the start of the financial year		838,380	838,380	860,021	21,641	2.58%	▲
Amount attributable to operating activities		262,244	295,322	647,278	351,956	119.18%	▲
Amount attributable to investing activities		(1,068,812)	(807,295)	(935,777)	(128,482)	(15.92%)	▼
Amount attributable to financing activities		(31,812)	23,849	22,027	(1,822)	(7.64%)	
Surplus or deficit after imposition of general rates		0	350,256	593,549	243,294		▲

KEY INFORMATION

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

* Refer to Note 3 for an explanation of the reasons for the variance.

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

**SHIRE OF WEST ARTHUR
STATEMENT OF FINANCIAL POSITION
FOR THE PERIOD ENDED 30 APRIL 2026**

	Supplementary Information	30 June 2026 \$	30 April 2026 \$
CURRENT ASSETS			
Cash and cash equivalents	3	2,863,502	5,004,666
Trade and other receivables		554,984	120,075
Other financial assets		32,059	8,114
Inventories	8	102,097	102,097
Other assets	8	0	2,375
TOTAL CURRENT ASSETS		3,552,642	5,237,327
NON-CURRENT ASSETS			
Other financial assets		276,008	276,008
Property, plant and equipment		19,859,864	19,955,346
Infrastructure		112,232,866	110,596,703
TOTAL NON-CURRENT ASSETS		132,368,738	130,828,057
TOTAL ASSETS		135,921,380	136,065,384
CURRENT LIABILITIES			
Trade and other payables	9	396,377	124,202
Other liabilities	12	30,198	2,194,087
Borrowings	11	91,151	21,642
Employee related provisions	12	372,217	374,679
TOTAL CURRENT LIABILITIES		889,943	2,714,610
NON-CURRENT LIABILITIES			
Borrowings	11	484,327	594,327
Employee related provisions		34,035	34,035
Other provisions		55,324	55,324
TOTAL NON-CURRENT LIABILITIES		573,686	683,686
TOTAL LIABILITIES		1,463,629	3,398,296
NET ASSETS		134,457,751	132,667,088
EQUITY			
Retained surplus		6,638,093	4,828,966
Reserve accounts	4	2,219,793	2,238,257
Revaluation surplus		125,599,865	125,599,865
TOTAL EQUITY		134,457,751	132,667,088

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

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

1 BASIS OF PREPARATION AND SIGNIFICANT ACCOUNTING POLICIES

BASIS OF PREPARATION

This prescribed financial report has been prepared in accordance with the *Local Government Act 1995* and accompanying regulations.

Local Government Act 1995 requirements

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

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

Local Government (Financial Management) Regulations 1996, regulation 34 prescribes contents of the financial report. Supporting information does not form part of the financial report.

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.

Judgements and 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 that are 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:

- estimated fair value of certain financial assets
- impairment of financial assets
- estimation of fair values of land and buildings, infrastructure and investment property
- estimation uncertainties made in relation to lease accounting
- estimated useful life of intangible assets

SIGNIFICANT ACCOUNTING POLICES

Significant accounting policies utilised in the preparation of these statements are as described within the 2023-24 Annual Budget. Please refer to the adopted budget document for details of these policies.

PREPARATION TIMING AND REVIEW

Date prepared: All known transactions up to 21 May 2026

**SHIRE OF WEST ARTHUR
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 APRIL 2026**

2 STATEMENT OF FINANCIAL ACTIVITY INFORMATION

(a) Net current assets used in the Statement of Financial Activity	Supplementary Information	Adopted Budget	Last Year	Year to Date
		Opening 30 June 2025	Closing 30 June 2025	30 April 2026
Current assets		\$	\$	\$
Cash and cash equivalents	3	2,863,502	2,863,502	5,004,666
Trade and other receivables		487,562	554,984	120,075
Other financial assets		32,059	32,059	8,114
Inventories	8	102,097	102,097	102,097
Other assets	8	3,936	0	2,375
		3,489,156	3,552,642	5,237,327
Less: current liabilities				
Trade and other payables	9	(354,531)	(396,377)	(124,202)
Other liabilities	12	(30,198)	(30,198)	(2,194,087)
Borrowings	11	(91,151)	(91,151)	(21,642)
Employee related provisions	12	(366,876)	(372,217)	(374,679)
		(842,756)	(889,943)	(2,714,610)
Net current assets		2,646,400	2,662,699	2,522,717
Less: Total adjustments to net current assets	Note 2(c)	(1,808,020)	(1,802,678)	(1,929,168)
Closing funding surplus / (deficit)		838,380	860,021	593,549

(b) Non-cash amounts 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 amounts excluded from operating activities		Adopted Budget	YTD Budget	YTD Actual
		\$	(a)	(b)
Adjustments to operating activities				
Less: Profit on asset disposals	6	(14,292)	(8,292)	(5,194)
Add: Loss on asset disposals	6	27,554	0	5,107
Add: Depreciation		3,676,619	3,063,849	3,138,925
Movement in current employee provisions associated with restricted cash		0	(63,460)	(62,462)
Total non-cash amounts excluded from operating activities		3,689,881	2,992,097	3,076,376

(c) Current assets and liabilities excluded from budgeted deficiency

The following current assets and liabilities have been excluded from the net current assets used in the Statement of Financial Activity in accordance with *Financial Management Regulation 32* to agree to the surplus/(deficit) after imposition of general rates.

Adjustments to net current assets		Adopted Budget	Last Year	Year to Date
		Opening 30 June 2025	Closing 30 June 2025	30 April 2026
Less: Reserve accounts				
Less: Reserve accounts	4	(2,219,793)	(2,219,793)	(2,238,257)
Less: Financial assets at amortised cost - self supporting loans				
- Current financial assets at amortised cost - self supporting loans	8	(32,059)	(32,059)	(8,114)
- Land held for resale		(79,118)	(79,118)	0
Add: Current liabilities not expected to be cleared at the end of the year:				
- Current portion of borrowings	11	91,151	91,151	21,642
- Employee Benefit Provision		431,799	437,141	374,679
Total adjustments to net current assets	Note 2(a)	(1,808,020)	(1,802,678)	(1,929,168)

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.

SHIRE OF WEST ARTHUR
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 APRIL 2026

3 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 2025-26 year is \$10,000 or 10.00% whichever is the greater.

Description	Var. \$ \$	Var. % %	
Revenue from operating activities			
Grants, subsidies and contributions	50,414	3.95%	▲
ESL grant received for 2024/2025 ESL overexpenditure \$44,892			
Cultural activity contribution \$1,927			
Fees and charges	26,849	7.92%	▲
Seniors meals income greater than budget \$4,680			
Cemetery charges greater than budget. \$5,403			
Town planning fees are greater than budget. \$11,154			
Caravan park fees are greater than budget. \$8,712			
Sale of standpipe water is below budget \$12,675 - offset by lower utility expenditure			
Pool fees greater than budget \$4,353			
Interest revenue	26,213	45.08%	▲
Interest income is greater than budget. Municipal funds invested.			
Other revenue	34,533	50.62%	▲
Workers compensation reimbursement received \$29,473.			
Sustainable development reimbursement received \$5,149			
Profit on asset disposals	(3,098)	(37.36%)	▼
No material variance expected.			
Expenditure from operating activities			
Employee costs	73,908	3.69%	▲
Employee costs are below budget due to staff changeover.			
Building maintenance officer budgeted as wages currently employed as contractor.			
Materials and contracts	115,264	8.75%	▲
Ranger services are \$16,991 greater than expected year to date. Budget amendment approved additional \$12,500.			
Plant operating costs are \$22,951 greater than budget. Fuel greater by \$43,321. Budget amendment approved.			
Compliance expense below budget - \$21,826			
Medical services below budget - \$12,911			
Rates collection and valuation expense below budget - timing variance \$16,091			
Bushfire expenditure below budget \$20,245 - timing variance			
Refuse expenditure below budget \$12,354 - timing variance			
Lake Towerrinning exp below budget \$12,448 - funded project will not be completed this year			
Other accounting functions below budget \$6,867.			
Bridge expenditure below budget - \$10,110			
Verge maintenance below budget - \$9,170			
Road maintenance expenditure below budget \$16,384			
Street tree expenditure below budget \$7,500 - timing variance			
Museum expenditure below budget \$8,464			
Utility charges	16,841	16.93%	▲
Standpipe water below budget \$14,619.			
Depreciation	(75,076)	(2.45%)	▼
Depreciation on new assets added to register including CCTV, plant, housing, infrastructure additions.			

Other expenditure	9,517	23.91%	▲
No material variance			
Non-cash amounts excluded from operating activities	84,279	2.82%	▲
Non cash depreciation variance as above			
Inflows from investing activities			
Proceeds from capital grants, subsidies and contributions	(70,525)	(9.95%)	▼
\$89,207 timing variance Regional Road Group funding. No expected variance at year end.			
\$24,949 additional recognised HSP funding - timing variance			
Outflows from investing activities			
Payments for property, plant and equipment	(52,777)	(7.32%)	▼
Road counters below budget.			
Manager of Works and Services vehicle below budget.			
Roller and ute below budget.			
Truck purchase below budget. Plant purchases below budget will require lower transfer from Reserve account.			
Shed construction at Darkan District Sports Club budget amendment authorised. To be Reserve funded.			
Additional cost to develop industrial land. Council approved budget amendment.			
Inflows from financing activities			
Proceeds from new debentures	0	0.00%	
Council decision approved loan to fund Western Power connection Industrial land in Growden Place.			
Surplus or deficit at the start of the financial year	21,641	2.58%	▲
Variance is due to insurance and bushfire reimbursements relating to 2425 received post budget adoption.			
Surplus or deficit after imposition of general rates	243,294	0.00%	▲
Due to variances described above			

**SHIRE OF WEST ARTHUR
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 APRIL 2026**

1 KEY INFORMATION

Funding Surplus or Deficit Components

Funding surplus / (deficit)				
	Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
Opening	\$0.84 M	\$0.84 M	\$0.86 M	\$0.02 M
Closing	\$0.00 M	\$0.35 M	\$0.59 M	\$0.24 M
Refer to Statement of Financial Activity				

Cash and cash equivalents		
	\$5.00 M	% of total
Unrestricted Cash	\$2.77 M	55.3%
Restricted Cash	\$2.24 M	44.7%
Refer to 3 - Cash and Financial Assets		

Payables	
	\$0.12 M
Trade Payables	\$0.00 M
0 to 30 Days	60.4%
Over 30 Days	39.6%
Over 90 Days	39.6%
Refer to 9 - Payables	

Receivables	
	\$0.02 M
Rates Receivable	\$0.10 M
Trade Receivable	\$0.02 M
Over 30 Days	66.2%
Over 90 Days	17.9%
Refer to 7 - Receivables	

Key Operating Activities

Amount attributable to operating activities			
Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
\$0.26 M	\$0.30 M	\$0.65 M	\$0.35 M
Refer to Statement of Financial Activity			

Rates Revenue		
YTD Actual	\$2.25 M	% Variance
YTD Budget	\$2.25 M	(0.0%)
Refer to 10 - Rate Revenue		

Grants and Contributions		
YTD Actual	\$1.33 M	% Variance
YTD Budget	\$1.28 M	3.9%
Refer to 13 - Grants and Contributions		

Fees and Charges		
YTD Actual	\$0.37 M	% Variance
YTD Budget	\$0.34 M	7.9%
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)
(\$1.07 M)	(\$0.81 M)	(\$0.94 M)	(\$0.13 M)
Refer to Statement of Financial Activity			

Proceeds on sale		
YTD Actual	\$0.04 M	%
Adopted Budget	\$0.16 M	27.6%
Refer to 6 - Disposal of Assets		

Asset Acquisition		
YTD Actual	\$0.87 M	% Spent
Adopted Budget	\$1.66 M	52.2%
Refer to 5 - Capital Acquisitions		

Capital Grants		
YTD Actual	\$0.64 M	% Received
Adopted Budget	\$4.43 M	14.4%
Refer to 5 - Capital Acquisitions		

Key Financing Activities

Amount attributable to financing activities			
Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
(\$0.03 M)	\$0.02 M	\$0.02 M	(\$0.00 M)
Refer to Statement of Financial Activity			

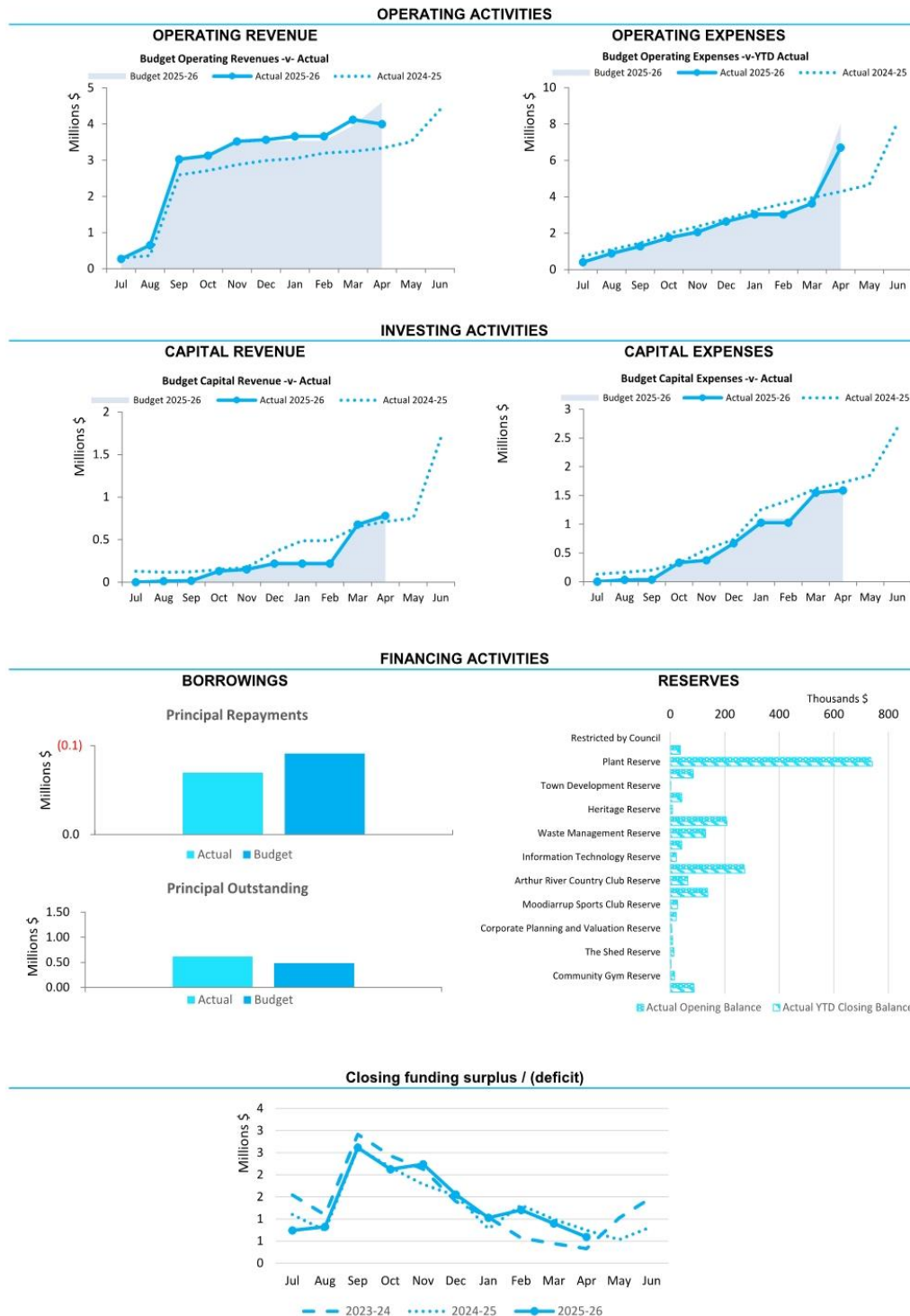
Borrowings	
Principal repayments	(\$0.07 M)
Interest expense	(\$0.02 M)
Principal due	\$0.62 M
Refer to 11 - Borrowings	

Reserves	
Reserves balance	\$2.24 M
Interest earned	\$0.02 M
Refer to 4 - Cash Reserves	

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

**SHIRE OF WEST ARTHUR
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 APRIL 2026**

2 KEY INFORMATION - GRAPHICAL



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

SHIRE OF WEST ARTHUR
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 APRIL 2026

3 CASH AND FINANCIAL ASSETS

Description	Classification	Unrestricted \$	Restricted \$	Total Cash \$	Trust \$	Institution	Interest Rate	Maturity Date
Municipal cash at bank	Cash and cash equivalents	114,393	0	114,393	0	NAB	0.01%	N/A
Municipal cash at bank - CM	Cash and cash equivalents	301,916	0	301,916	0	NAB	3.50%	N/A
Municipal cash at bank - at call	Cash and cash equivalents	350,000	0	350,000	0	WA Treasury	4.05%	N/A
Municipal term deposit	Cash and cash equivalents	2,000,000	0	2,000,000	0	NAB	4.45%	2/6/2026
Reserve - CM	Cash and cash equivalents	0	176	176	0	NAB	0.50%	N/A
Reserve	Cash and cash equivalents	0	1,500,000	1,500,000	0	NAB	4.10%	16/6/2026
Cash on hand	Cash and cash equivalents	100	0	100	0	CASH	0.00%	N/A
Reserve - BOQ	Cash and cash equivalents	0	738,081	738,081	0	BOQ	4.42%	25/6/2026
Total		2,766,409	2,238,257	5,004,666	0			
Comprising								
Cash and cash equivalents		2,766,409	2,238,257	5,004,666	0			
		2,766,409	2,238,257	5,004,666	0			

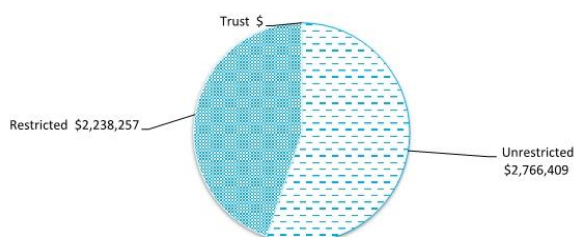
KEY INFORMATION

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.



**SHIRE OF WEST ARTHUR
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 APRIL 2026**

4 RESERVE ACCOUNTS

Reserve name	Budget Opening Balance	Budget Interest Earned	Budget Transfers In (+)	Budget Transfers Out (-)	Budget Closing Balance	Actual Opening Balance	Actual Interest Earned	Actual Transfers In (+)	Actual Transfers Out (-)	Actual YTD Closing Balance
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Restricted by Council										
Leave Reserve	37,034	1,243	40,000	0	78,277	37,034	308	0	0	37,342
Plant Reserve	735,456	24,675	200,000	(652,420)	307,711	735,456	6,117	0	0	741,573
Building Reserve	83,703	2,808	0	(80,000)	6,511	83,703	696	0	0	84,399
Town Development Reserve	1,728	58	0	0	1,786	1,728	14	0	0	1,742
Recreation Reserve	41,676	1,398	0	(16,000)	27,074	41,676	347	0	0	42,023
Heritage Reserve	7,437	250	0	0	7,687	7,437	62	0	0	7,499
Community Housing Reserve	205,439	6,893	12,000	0	224,332	205,439	1,709	0	0	207,148
Waste Management Reserve	128,158	4,300	0	0	132,458	128,158	1,066	0	0	129,224
Darkan Swimming Pool Reserve	41,361	1,388	0	(10,000)	32,749	41,361	344	0	0	41,705
Information Technology Reserve	22,166	744	0	0	22,910	22,166	184	0	0	22,350
Darkan Sport and Community Centre Reserve	270,835	9,087	40,000	0	319,922	270,835	2,253	0	0	273,088
Arthur River Country Club Reserve	64,240	2,155	6,000	0	72,395	64,240	534	0	0	64,774
Museum Reserve	136,563	4,582	0	(5,000)	136,145	136,563	1,136	0	0	137,699
Moodiarrup Sports Club Reserve	26,680	895	5,000	0	32,575	26,680	222	0	0	26,902
Landcare Reserve	21,626	726	0	(8,000)	14,352	21,626	180	0	0	21,806
Corporate Planning and Valuation Reserve	5,034	169	0	0	5,203	5,034	42	0	0	5,076
Kids Central Reserve	7,971	267	0	0	8,238	7,971	66	0	0	8,037
The Shed Reserve	13,455	451	0	0	13,906	13,455	112	0	0	13,567
Recreation Trails Reserve	2,827	95	0	0	2,922	2,827	24	0	0	2,851
Community Gym Reserve	15,098	507	0	(10,000)	5,605	15,098	126	0	0	15,224
Economic Development Reserve	86,456	3,303	0	(50,927)	38,832	86,456	719	0	0	87,175
Road Reserve	264,850	8,482	579,212	(183,680)	668,864	264,850	2,203	0	0	267,053
	2,219,793	74,476	882,212	(1,016,027)	2,160,454	2,219,793	18,464	0	0	2,238,257

**SHIRE OF WEST ARTHUR
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 APRIL 2026**

INVESTING ACTIVITIES

5 CAPITAL ACQUISITIONS

Capital acquisitions	Adopted		YTD Actual	YTD Actual Variance
	Budget	YTD Budget		
	\$	\$	\$	\$
Land - freehold land	3,164,890	99,000	191,364	92,364
Buildings - non-specialised	114,525	41,000	43,269	2,269
Buildings - specialised	0	0	40,566	40,566
Furniture and equipment	6,000	0	0	0
Plant and equipment	743,006	581,420	498,998	(82,422)
Acquisition of property, plant and equipment	4,028,421	721,420	774,197	52,777
Infrastructure - roads	1,337,741	721,460	725,071	3,611
Infrastructure - Other	324,687	146,320	143,435	(2,885)
Acquisition of infrastructure	1,662,428	867,780	868,506	106,280
Total capital acquisitions	5,690,849	1,589,200	1,642,703	159,057
Capital Acquisitions Funded By:				
Capital grants and contributions	4,428,614	708,960	638,435	(70,525)
Borrowings	0	0	110,000	110,000
Other (disposals & C/Fwd)	161,364	49,000	44,546	(4,454)
Reserve accounts				
Plant Reserve	652,420	0	0	0
Building Reserve	80,000	0	0	0
Recreation Reserve	16,000	0	0	0
Darkan Swimming Pool Reserve	10,000	0	0	0
Museum Reserve	5,000	0	0	0
Landcare Reserve	8,000	0	0	0
Community Gym Reserve	10,000	0	0	0
Economic Development Reserve	50,927	0	0	0
Contribution - operations	268,524	831,240	849,722	18,482
Capital funding total	5,690,849	1,589,200	1,642,703	53,503

SIGNIFICANT ACCOUNTING POLICIES

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

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

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

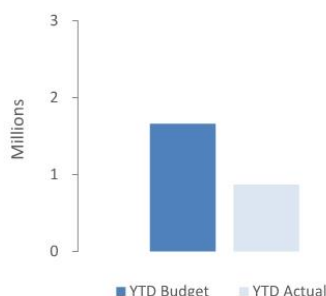
Initial recognition and measurement for assets held at cost

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

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

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

Payments for Capital Acquisitions



**SHIRE OF WEST ARTHUR
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 APRIL 2026**

INVESTING ACTIVITIES

5 CAPITAL ACQUISITIONS - DETAILED

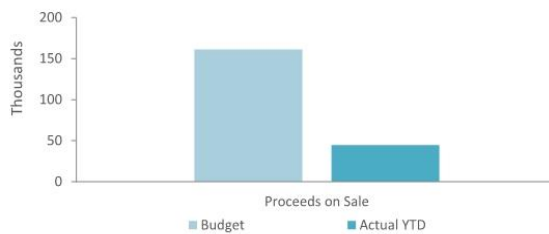
Account Description	Adopted		YTD Actual	Variance (Under)/Over
	Budget	YTD Budget		
	\$	\$	\$	\$
Furniture				0
 Replace Printer/Copier	(6,000)	0	0	0
	0	0	0	0
Land & Buildings				
 Staff house - King Street completion	(114,525)	(41,000)	(40,617)	(383)
 Station Masters House completion of transfer	0	0	(2,652)	2,652
 Housing project head works HSP 1	(145,876)	(63,000)	(62,949)	(51)
 Housing project head works HSP 2	(2,992,014)	(9,000)	(8,191)	(809)
 Industrial Land Growden Place - Budget amendment to approve power connection	(27,000)	(27,000)	(120,224)	93,224
 Shed at golf course - Darkan District Sports Club budget amendment to approve	0	0	(40,566)	40,566
Infrastructure				
 Point to Point wireless - Darkan Hall	(9,954)	(9,954)	(10,622)	668
 Darkan Town Dam tank upgrade	(42,036)	(42,036)	(39,076)	(2,960)
 SOWA building water catchment	(37,438)	0	0	0
 Disaster ready - Darkan Town Hall	(91,371)	0	0	0
 Standpipe card readers	(86,242)	(80,000)	(79,735)	(265)
 Niche wall - Darkan Cemetary	(20,000)	(6,000)	(6,017)	17
 Darkan Gym replacement equipment	(10,000)	(8,330)	(7,736)	(594)
 Truck Parking Bay - Survey design	(10,743)	0	0	0
 Burrowes - Hillman back lane drainage	(16,903)	0	(249)	249
Plant & Equipment				
 6 Wheeler 3 way Tip and dolly	(349,420)	(349,420)	(308,665)	(40,755)
 Ute replacement	(50,000)	(50,000)	(42,726)	(7,274)
 Works manager vehicle replacement	(65,000)	(65,000)	(52,896)	(12,104)
 MCS vehicle replacement	(41,586)	0	0	0
 Roller	(90,000)	(90,000)	(82,865)	(7,135)
 Pip Jeter trailer	(120,000)	0	0	0
 Road counters	(27,000)	(27,000)	(11,846)	(15,154)
				0
Roads				
 Bowelling Duranillin Road - RRG	(348,838)	(251,000)	(250,178)	(822)
 Boyup Brook Road (Arthur River-Dinninup Road) - RRG	(265,203)	(76,000)	(75,092)	(908)
 Moodiarrup Changerup Road - RRG	(105,000)	(105,000)	(105,778)	778
 Darkan Williams Road - WSFN	(49,121)	(18,000)	(18,568)	568
 Bridge work Bokal North Road - R2R	(71,248)	(58,000)	(58,576)	576
 Bridge work Hughes Mill Road - R2R	(71,247)	(47,000)	(46,494)	(506)
 Bridge work Boyup Brook Arthur River Road - R2R	(8,460)	(8,460)	(10,206)	1,746
 Trigwell Bridge - R2R	(168,619)	(54,000)	(54,635)	635
 Stewart Street Memorial Drive - R2R	(94,751)	(19,000)	(19,305)	305
 Bokal North Road - R2R	(155,254)	(85,000)	(86,239)	1,239
	(5,690,849)	(1,589,200)	(1,642,703)	53,503

SHIRE OF WEST ARTHUR
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 APRIL 2026

OPERATING ACTIVITIES

6 DISPOSAL OF ASSETS

Asset Ref.	Asset description	Budget				YTD Actual			
		Net Book	Proceeds	Profit	(Loss)	Net Book	Proceeds	Profit	(Loss)
		Value				Value			
		\$	\$	\$	\$	\$	\$	\$	\$
	Land - freehold land								
	Industrial land Growden Place	64,059	50,000	0	(14,059)	0	0	0	0
	Plant and equipment								
	Holden Rodeo	0	2,000	2,000	0	0	0	0	0
	Toyota Hilux	0	2,000	2,000	0	0	0	0	0
	Toyota Hilux	0	2,000	2,000	0	0	0	0	0
	Works Manager Vehicle	40,381	47,000	6,619	0	44,198	39,091	0	(5,107)
	Cherry Picker	327	2,000	1,673	0	261	5,455	5,194	0
	MCS Vehicle	50,619	46,364	0	(4,255)	0	0	0	0
	Multi Roller	19,240	10,000	0	(9,240)	0	0	0	0
		174,626	161,364	14,292	(27,554)	44,459	44,546	5,194	(5,107)



SHIRE OF WEST ARTHUR
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 APRIL 2026

OPERATING ACTIVITIES

7 RECEIVABLES

Rates receivable

	30 June 2025	30 Apr 2026
Opening arrears previous years	280,916	218,668
Levied this year	2,114,496	2,251,760
Less - collections to date	(2,176,744)	(2,253,910)
Gross rates collectable	218,668	216,518
Allowance for impairment of rates receivable	(119,665)	(119,665)
Net rates collectable	99,003	96,853
% Collected	90.9%	91.2%



Receivables - general

	Credit	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$	\$
Receivables - general	0	7,854	929	10,281	4,158	23,222
Percentage	0.0%	33.8%	4.0%	44.3%	17.9%	
Balance per trial balance						
Trade receivables						23,222
Total receivables general outstanding						23,222

Amounts shown above include GST (where applicable)

KEY INFORMATION

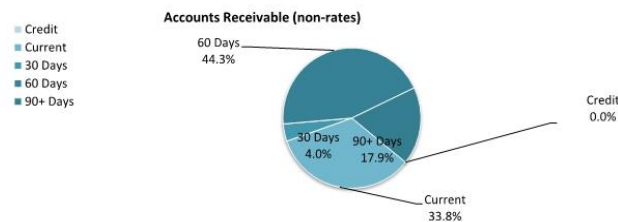
Trade and other receivables include amounts due from ratepayers for unpaid rates and service charges and other amounts due from third parties for goods sold and services performed in the ordinary course of business.

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.



**SHIRE OF WEST ARTHUR
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 APRIL 2026**

OPERATING ACTIVITIES

8 OTHER CURRENT ASSETS

	Opening Balance 1 July 2025	Asset Increase	Asset Reduction	Closing Balance 30 April 2026
	\$	\$	\$	\$
Other current assets				
Other financial assets at amortised cost				
Financial assets at amortised cost - self supporting loans	32,059		(23,945)	8,114
Inventory				
Fuel and materials	22,979	0	0	22,979
Land held for resale	79,118		0	79,118
Other assets				
Prepayments	0	2,375	0	2,375
Total other current assets	134,156	2,375	(23,945)	112,586
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.

**SHIRE OF WEST ARTHUR
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 APRIL 2026**

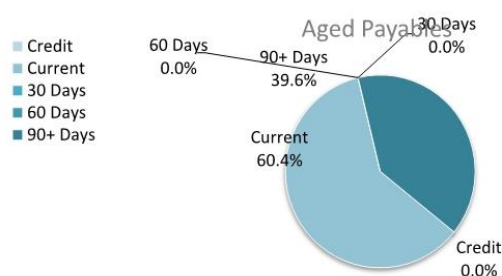
OPERATING ACTIVITIES

9 PAYABLES

Payables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$	\$
Payables - general	0	75,025	0	0	49,177	124,202
Percentage	0.0%	60.4%	0.0%	0.0%	39.6%	
Balance per trial balance						
Sundry creditors						2,578
ATO liabilities						42,385
Other payables						51,169
Prepaid rates						16,688
Collections						11,382
Total payables general outstanding						124,202
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.



SHIRE OF WEST ARTHUR
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 APRIL 2026

OPERATING ACTIVITIES

10 RATE REVENUE

General rate revenue

RATE TYPE	Rate in	Number of	Rateable	Rate	Budget	Total	Rate	YTD Actual	Total
	\$ (cents)	Properties	Value	Revenue	Interim	Revenue	Revenue	Interim	Revenue
				\$	\$	\$	\$	\$	\$
Gross rental value									
GRV Townsite	0.076930	96	1,067,506	82,123	0	82,123	82,123	219	82,342
GRV Commercial	0.076930	11	228,540	17,582	0	17,582	17,582	0	17,582
GRV Industrial	0.076930	5	105,960	7,921	0	7,921	7,921	0	7,921
GRV Other Townsite	0.076930	15	125,944	9,689	0	9,689	9,689	0	9,689
Unimproved value									
UV Rural	0.002883	369	704,777,000	2,031,872	0	2,031,872	2,031,872	(421)	2,031,451
Sub-Total		496	706,304,950	2,149,187	0	2,149,187	2,149,187	(202)	2,148,985
Minimum payment									
Minimum Payment \$									
Gross rental value									
GRV Townsite	673	35	179,944	23,555	0	23,555	23,555	0	23,555
GRV Commercial	673	10	22,440	6,730	0	6,730	6,730	0	6,730
GRV Industrial	673	5	9,690	3,365	0	3,365	3,365	0	3,365
GRV Other Townsite	471	19	20,820	8,949	0	8,949	8,949	0	8,949
UV Rural	673	84	12,222,399	56,532	0	56,532	56,532	(522)	56,010
Sub-total		153	12,455,293	99,131	0	99,131	99,131	(522)	98,609
Amount from general rates						2,248,318			2,247,594
Ex-gratia rates						4,166	0	0	4,166
Total general rates						2,252,484			2,251,760

SHIRE OF WEST ARTHUR
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 APRIL 2026

FINANCING ACTIVITIES

11 BORROWINGS

Repayments - borrowings

Information on borrowings		New Loans			Principal Repayments		Principal Outstanding		Interest Repayments	
Particulars	Loan No.	1 July 2025	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget
		\$	\$	\$	\$	\$	\$	\$	\$	\$
Industrial Land	72	5,798	0	0	(5,798)	(5,798)	0	0	(86)	(86)
ERP	75	117,196	0	0	(20,516)	(27,499)	96,680	89,697	(3,860)	(5,216)
Loader	74	204,133	0	0	(19,250)	(25,795)	184,883	178,338	(6,643)	(9,145)
Industrial Land Power	76	0	110,000	0	0	0	110,000	0	0	0
		327,127	110,000	0	(45,564)	(59,092)	391,563	268,035	(10,589)	(14,447)
Self supporting loans										
WA Cottage Homes	73	248,351	0	0	(23,945)	(32,059)	224,406	216,292	(6,848)	(9,505)
		248,351	0	0	(23,945)	(32,059)	224,406	216,292	(6,848)	(9,505)
Total		575,478	110,000	0	(69,509)	(91,151)	615,969	484,327	(17,437)	(23,952)
Current borrowings		91,151					21,642			
Non-current borrowings		484,327					594,327			
		575,478					615,969			

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

New borrowings 2025-26

Particulars	Amount Borrowed	Amount Borrowed	Institution	Loan Type	Term Years	Total Interest & Charges	Interest Rate	Amount (Used)		Balance Unspent
	Actual	Budget						Actual	Budget	
	\$	\$				\$	%	\$	\$	\$
Industrial Land Power Connection	110,000	0	WATC	Fixed	10	35,926	5.44	0	0	110,000
	110,000	0				35,926		0	0	110,000

Unspent borrowings

Particulars	Date Borrowed	Unspent Balance 30 June 2025	Borrowed During Year	Expended During Year	Unspent Balance 30 April 2026
		\$	\$	\$	\$
Industrial Land Power Connection	Feb-26	0	110,000	(110,000)	0
		0	110,000	(110,000)	0

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

KEY INFORMATION

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

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

**SHIRE OF WEST ARTHUR
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 APRIL 2026**

OPERATING ACTIVITIES

12 OTHER CURRENT LIABILITIES

	Note	Opening Balance 1 July 2025	Liability transferred from/(to) non current	Liability Increase	Liability Reduction	Closing Balance 30 April 2026
		\$	\$	\$	\$	\$
Other current liabilities						
Other liabilities						
Capital grant/contributions liabilities		30,198	0	2,802,324	(638,435)	2,194,087
Total other liabilities		30,198	0	2,802,324	(638,435)	2,194,087
Employee Related Provisions						
Provision for annual leave		143,723	0	0	0	143,723
Provision for long service leave		220,807	0	0	0	220,807
Other leave provisions		7,687	0	2,462	0	10,149
Total Provisions		372,217	0	2,462	0	374,679
Total other current liabilities		402,415	0	2,804,786	(638,435)	2,568,766

Amounts shown above include GST (where applicable)

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

SHIRE OF WEST ARTHUR
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 APRIL 2026

OPERATING ACTIVITIES

13 GRANTS, SUBSIDIES AND CONTRIBUTIONS

Provider	Unspent grant, subsidies and contributions liability					Grants, subsidies and contributions revenue		
	Liability	Increase in	Decrease in	Liability	Current	Adopted	YTD	YTD
	1 July 2025	Liability	Liability	30 Apr 2026	Liability	Budget	Budget	Revenue
	\$	\$	(As revenue)	\$	\$	\$	\$	\$
Grants and subsidies								
Grants Commission - General (WALGGC)	0	0	0	0	0	328,274	246,207	246,206
Grants Commission - Roads (WALGGC)	0	0	0	0	0	356,592	267,444	267,443
Grants Commission - Special Project Bridges	0	0	0	0	0	674,000	505,500	505,500
Governance								
National Australia Day Grant	0	0	0	0	0	0	0	2,000
DFES Grant - Operating	0	0	0	0	0	58,000	58,000	59,550
DFES Grant - Operating 2425 additional funding	0	0	0	0	0	0	0	44,892
Community Amenities								
Protection of the Environment	0	0		0	0	7,200	0	0
Lake Towerrinning	0	0		0	0	20,000	0	0
Direct Road Grant	0	0	0	0	0	199,388	199,388	199,388
Footpath Plan	0	10,000	0	10,000	10,000	25,000	0	0
	0	10,000	0	10,000	10,000	1,668,454	1,276,539	1,324,979
Contributions								
Contributions Minor	0	0		0	0	200	0	1,974
	0	0	0	0	0	200	0	1,974
TOTALS	0	10,000	0	10,000	10,000	1,668,654	1,276,539	1,326,953

**SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 APRIL 2026**

INVESTING ACTIVITIES

14 CAPITAL GRANTS, SUBSIDIES AND CONTRIBUTIONS

Provider	Capital grant/contribution liabilities					Capital grants, subsidies and contributions revenue		
	Liability 1 July 2025	Increase in Liability	Decrease in Liability (As revenue)	Liability 30 Apr 2026	Current Liability 30 Apr 2026	Adopted Budget Revenue	YTD Budget	YTD Revenue Actual
	\$	\$	\$	\$	\$	\$	\$	\$
Capital grants and subsidies								
Law, Order, Public Safety								
Wi - Fi Grant	0	4,500	(4,500)	0	0	4,777	4,500	4,500
Disaster Ready Grant	0	0	0	0	0	73,097	0	0
Transport								
Roads to Recovery	10,289	205,647	(205,647)	10,289	10,289	569,579	205,647	205,647
Regional Road Group	0	310,366	(272,157)	38,209	38,209	479,361	361,364	272,157
WSFN	19,909	0	(13,451)	6,458	6,458	49,121	19,909	13,451
Economic Services								
Dwer Community Water	0	23,540	(23,540)	0	0	29,425	23,540	23,540
DWER Community Water tanks	0	13,014	0	13,014	13,014	26,026	0	0
DWER Standpipe readers		48,000	(48,000)	0		59,338	48,000	48,000
Housing Support Program Stream 1	0	92,848	(62,949)	29,899	29,899	145,876	38,000	62,949
Housing Support Program Stream 2	0	2,094,409	(8,191)	2,086,218	2,086,218	2,992,014	8,000	8,191
	30,198	2,792,324	(638,435)	2,184,087.00	2,184,087.00	4,428,614	708,960	638,435

SHIRE OF WEST ARTHUR
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 APRIL 2026

15 BUDGET AMENDMENTS

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

Description	Council Resolution	Classification	Non Cash Adjustment \$	Increase in Available Cash \$	Decrease in Available Cash \$	Amended Budget Running Balance \$
Budget adoption						0
Loan from WATC for Western Power connection of industrial land	SCM-2025-087	Capital revenue		110,000	0	110,000
Western Power expenditure industrial land connection of power	SCM-2025-087	Capital expenses			(110,000)	0
Reduction in Financial Assistance Grant - addressed in budget					0	0
Road closure expenditure postponed	OCM-2025-136	Operating expenses		24,400		24,400
Reduced wages parks and gardens	OCM-2025-136	Operating expenses		7,500		31,900
Printer replacement postponed	OCM-2025-136	Capital expenses		6,000		37,900
Lotterywest grant - Lake Townerinning - included in budget	OCM-2025-136	Operating revenue		20,000	(20,000)	37,900
Landcare expenditure reduction	OCM-2025-136	Operating expenses		37,000		74,900
Variance in surplus - included in previous year.	OCM-2025-136	Operating revenue		20,630		95,530
Transfer to road reserve needs to increase by \$94,788. - address in budget review						95,530
Election cost reduction	OCM-2025-136	Operating expenses		7,500		103,030
Membership fees IPWEA	OCM-2025-136	Operating expenses			(7,500)	95,530
Reduce reticulation at Admin Office	OCM-2025-136	Operating expenses		8,000		103,530
Purchase Starlink for Fire brigades and works	OCM-2025-136	Operating expenses			(1,500)	102,030
Purchase CCTV cameras	OCM-2025-136	Operating expenses			(3,500)	98,530
Purchase tablet for works manager	OCM-2025-136	Operating expenses			(3,000)	95,530
Sale of Land - 17 Nangip Crescent, Darkan. Reserve price not disclosed.	OCM-2026-016	Capital revenue		0	0	95,530
Construction of shed at Darkan District Sports Club Golf Club	OCM-2026-Item 23.3	Capital expenses			(70,637)	24,893
Transfer from Darkan District Sports Club Reserve	OCM-2026-Item 23.3	Capital revenue		70,637		95,530
Increase fuel and oil budgeted expenditure	OCM - 2026-Item 12.9	Operating expenses			(85,000)	10,530
Increase animal control expenditure	OCM - 2026-Item 12.9	Operating expenses			(12,500)	(1,970)
Increase ESL operating grant income	OCM - 2026-Item 12.9	Operating revenue		44,892		42,922
Increase interest income	OCM - 2026-Item 12.9	Operating revenue		39,000		81,922
Increase employee reimbursements budget	OCM - 2026-Item 12.9	Operating revenue		13,608		95,530
Increase Department of Water grant funding for Lake Townerinning project design	OCM-2026-040	Operating revenue		38,790		134,320
Increase material expenditure Lake Townerinning project design	OCM-2026-040	Operating expenses			(38,790)	95,530
				447,957	(352,427)	95,530

12.2 ACCOUNTS FOR PAYMENT LISTING - APRIL 2026

File Ref:	ADM338
Location:	N/A
Applicant:	N/A
Author:	Kylie Whitaker, Finance Officer
Authorising Officer:	Rajinder S Sunner, Manager Corporate Services
Date:	21/05/2026
Disclosure of Interest:	Nil
Attachments:	1. Accounts for Payment Listing - April 2026 2. Corporate Card Summary Statement - 26 March to 24 April 2026

SUMMARY:

Council is requested to endorse payments of accounts for April 2026 as listed and note the attached credit card transactions.

BACKGROUND:

The schedule of accounts for payment is included as attachments for Council information.

COMMENT:

If you have any questions regarding payments in the listing, don't hesitate to contact the office before the Council meeting.

CONSULTATION:

No consultation required.

STATUTORY ENVIRONMENT:

Local Government (Financial Management) Regulations 1996

12. Payments from municipal fund or trust fund, restrictions on making
 1. A payment may only be made from the municipal fund or the trust fund —
 - (a) if the local government has delegated to the CEO the exercise of its power to make payments from those funds — by the CEO; or
 - (b) otherwise, if the payment is authorised in advance by a resolution of the council.
 2. The council must not authorise a payment from those funds until a list prepared under regulation 13(2) containing details of the accounts to be paid has been presented to the council.
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.

POLICY IMPLICATIONS:

Policy F29 – Purchasing Policy

Policy F2 – Corporate Transaction Cards Policy

FINANCIAL IMPLICATIONS:

There are no financial implications. Reported expenditure is assessed by management as being consistent with the adopted Annual Budget.

STRATEGIC IMPLICATIONS:

West Arthur Towards 2031

Theme: Leadership and Management

Outcome: Establish and maintain sound business and governance structures

Strategy: Comply with regulations and best practice standards to drive good decision making by Council and Staff

RISK IMPLICATIONS:

Risk management is the removal of uncertainty from business decisions. Risk is expressed in terms of likelihood it may occur and the consequences that may flow from it. The consequences may be positive or negative or simply a deviation from the expected. The risk or consequence may be related to health and safety; financial; business or service interruption; compliance; reputation; or the environment. ***Reference to the risk matrix below will generate a risk rating by assessing the likelihood and consequence and multiplying these scores by each other.*** The greater the risk rating, the greater the risk and the higher the need for specific plans to be developed. All items with a risk rating greater than 10 should be added to the Risk Register and specific controls developed.

Risk Themes:

A risk theme is the categorising of risk. For example, the collection of risks that represent compliance failure. The risk themes in the shire Risk Register include:

- Business Disruption
- Community Disruption
- IT or Communications Failure
- External Threat or Fraud
- Misconduct
- Inadequate safety or security practices
- Inadequate project or change management
- Errors Omissions or Delays
- Inadequate Document Management Processes
- Inadequate supplier / contract management
- Providing inaccurate advice / information
- Ineffective Employment practices
- Compliance failure
- Inadequate asset management
- Inadequate engagement practices
- Ineffective facility or event management
- Inadequate environmental management

Risk Matrix:

Consequence Likelihood		Insignificant	Minor	Moderate	Major	Catastrophic
		1	2	3	4	5
Almost Certain	5	Medium (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Medium (8)	High (12)	High (16)	Extreme (25)
Possible	3	Low (3)	Medium (6)	Medium (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Medium (6)	Medium (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Medium (5)

Description of Key Risk	Unauthorised (or incorrectly authorised) payments being made
Risk Likelihood (based on history and with existing controls)	Rare (1)
Risk Consequence	Major (4)
Risk Rating (Prior to Treatment or Control): Likelihood x Consequence	Low (4)
Principal Risk Theme	Misconduct
Risk Action Plan (Controls or Treatment Proposed)	Payments listing provided to Council each month

VOTING REQUIREMENTS:

Simple Majority

RESOLUTION OCM-2026-051

Moved: Cr Neil Morrell
 Seconded: Cr Helen Lubcke

That Council:

1. in accordance with section 13 of the Financial Management Regulations of the Local Government Act 1995 and in accordance with delegation, note April 2026 Municipal Fund vouchers 02042026.1-02042026.32, 16042026.1-16042026.35, 30042026.1-30042026.33, Licensing, Salaries and Wages, EFT Transfers and Direct Debits totalling \$373,957.06 listed (attached) as approved for payment.
2. note the attached Corporate Credit Card facility transaction summary from 26 March 2026 to 24 April 2026.

In Favour: Crs Karen Harrington, Duncan South, Neil Morrell, Graeme Peirce, Russell Prowse, Natalie O'Neill, Helen Lubcke

Against: Nil

CARRIED 7/0

**Shire of West Arthur
Creditor Payments
April 2026**

Date	Reference		Amount
7/04/2026	Directdebit	Aware Super Clearing House	272.40
		3rd Qtr Councillor Superannuation Contributions	
7/04/2026	Directdebit	Synergy	139.04
		Rees Rd Supply Charge & Consumption 18/12/25 - 19/2/26	
9/04/2026	Directdebit	Aware Super Clearing House	12,497.82
		Fortnightly Staff Superannuation Contributions	
9/04/2026	Directdebit	Synergy	880.47
		CRC Supply Charge & consumption 17/2 - 16/3/26, Town Dam Loc 4537 Darkan Rd Supply Charge & Consumption 14/1 - 16/3/26	
15/04/2026	Directdebit	Rentfind Technologies Pty Ltd	22.00
		Rent Find Monthly Fee	
17/04/2026	Directdebit	Water Corporation	1,780.94
		8, 22, 1/10, 2/12, 4/12 52 Hillman St, 15 Nangip, 18 Gibbs, Rail Reserve House, 31 Arthur Street, 25 Nangip Water Use & Supply Charge 28/1 - 27/3/26, 10 King St, 11 King Street, 10 Gibbs, 2/10 Hillman Supply Charge 1/3 - 30/4/26	
17/04/2026	Directdebit	Water Corporation	232.80
		6 Hillman Supply Charge & Consumption 28/1 - 27/3/26	
21/04/2026	Directdebit	Telstra	45.00
		Mobile, Landlines & Data for Shire facilities to 1/4/26	
22/04/2026	Directdebit	Water Corporation	4,671.58
		Growden Standpipe Rear of Lot 2, Caravan Park, Perry Park, Growden Standpipe Rear of Lot 3, Admin Office, Footy Oval, Cemetery, Depot, Darkan Hall, CRC Supply Charge & Consumption 28/1 - 27/3/26	
23/04/2026	Directdebit	Aware Super Clearing House	12,604.83
		Fortnightly Staff Superannuation Contributions	
27/04/2026	Directdebit	NAB Credit Card	1,846.01
		See attached statement	
28/04/2026	Directdebit	Synergy	124.42
		Town Dam Lot 4573 Supply Charge & Consumption 30/1 - 16/3/26, Dura Water Supply Charge & Consumption 7/1 - 26/2/26	
28/04/2026	Directdebit	Synergy	1,447.84
		Streetlights 25/2 - 24/3/26	
28/04/2026	Directdebit	Telstra	2,908.88
		Mobile, Landlines & Data for Shire facilities to 1/4/26	
29/04/2026	Directdebit	Motorpass	13.54
		Management Fees - Darkan & Arthur River Fire Brigade Fuel Card	
30/04/2026	Directdebit	Synergy	319.07
		Dura Hall Supply Charge & Consumption 14/1 - 8/4/26, Dura School Supply Charge & Consumption 30/1 - 8/4/26	
30/04/2026	Directdebit	National Australia Bank	247.16
		Merchant Fee	

**Shire of West Arthur
Creditor Payments
April 2026**

Date	Reference		Amount
30/04/2026	Directdebit	National Australia Bank	10.00
		Account Fee 50-831-4406	
30/04/2026	Directdebit	National Australia Bank	43.00
		Account Fee 086724 508314385	
9/04/2026	Eft	Salaries and Wages	61,659.38
		Payroll	
23/04/2026	Eft	Salaries and Wages	64,261.39
		Payroll	
2/04/2026	02042026.1	ABCO Products	453.76
		Metal sharps safe lockable 1.63L, syringe picker, sharps container, freight	
2/04/2026	02042026.2	Bell Sharon	907.24
		Reimbursement for seniors meals groceries, office supplies, council meeting water, catering Magiq demonstration, accommodation for recovery coordinator training	
2/04/2026	02042026.3	Blueforce	1,031.80
		CCTV - Video Software Licence - April 2026	
2/04/2026	02042026.4	Bookeasy Australia Pty Ltd	220.00
		Caravan Park Booking System - March 2026	
2/04/2026	02042026.5	Boyce Barbara	162.00
		Caravan Park Refund	
2/04/2026	02042026.6	Broad Electrical & Air Conditioning	1,483.74
		Assist install of new hws at shire office, flood lights not working at Lake Towerinning & BBQ faulty	
2/04/2026	02042026.7	City of Kalamunda	715.00
		Building Services - Feb-2026	
2/04/2026	02042026.8	Crescent Conveyancers Trust Account	264.28
		Refund of rates overpayment A2684	
2/04/2026	02042026.9	DE & KE Buller Family Trust	240.89
		Reimbursement for Darkan Fire Truck Fuel	
2/04/2026	02042026.10	DKM Workplace Solutions	378.40
		April 2026 workplace subscription	
2/04/2026	02042026.11	Dormakaba	132.00
		Annual auto door service - shire reception	
2/04/2026	02042026.12	Fischers Cleaning Pty Ltd t/as Steamatic	4,430.90
		Mould remediation - 18 Gibbs	
2/04/2026	02042026.13	Fordham Lamont Vin	59.00
		Reimbursement for Optus Monthly Broadband - CEO Home Internet	
2/04/2026	02042026.14	Fraser & Jenkins Pty Ltd T/as Print Media Gro	402.84
		Fire Permit Books for FCO	
2/04/2026	02042026.15	Fuel Distributors of WA	15,153.94
		5000L Diesel Depot & fuel for executive vehicles	

**Shire of West Arthur
Creditor Payments
April 2026**

Date	Reference		Amount
2/04/2026	02042026.16	H & H Architects	2,805.00
		Darkan Station Masters House Review - site visit for a building condition inspection	
2/04/2026	02042026.17	Landgate	96.96
		UV Interim - Rural Areas Shared	
2/04/2026	02042026.18	Mike's Trade Services	300.00
		Maintenance for Shire properties	
2/04/2026	02042026.19	Narrogin Mitsubishi	222.11
		Sensor gearbox	
2/04/2026	02042026.20	P & S Griggs Plumbing	2,437.00
		Hot water system replaced at shire office, quote for repairs at 18 Gibbs	
2/04/2026	02042026.21	Press Allan	79.33
		Caravan Park Refund	
2/04/2026	02042026.22	Procare Locksmiths	1,794.00
		EVVA airkey - child care	
2/04/2026	02042026.23	Ros's Car Detailing - Roslyn King	8,916.67
		Cleaning March 2026	
2/04/2026	02042026.24	SafeStart Test and Tag	8,610.80
		Test & tag - CRC, Arthur River Hall & Country Club, Duranillin Hall, Moodiarrup Hall & Sport Complex, Shire office, Pool, Darkan Hall, Gym, Sports Centre, Football Club Changerooms & kiosk, The Shed, Caravan Park, Depot. Emergency & exit light testing - CRC, Arthur River Hall, Duranillin Hall, Moodiarrup Hall & Sports Complex, Reed, Shire office, Darkan Hall, Gym, Sports Centre, The Shed. Plug top replacement in dishwasher Darkan Sports Centre. Accommodation for test & tag company	
2/04/2026	02042026.25	Shire of Narrogin	166.98
		Regional Environment Health Officer Services Jan & Feb 2026	
2/04/2026	02042026.26	SOS Office Equipment	271.58
		Photocopier Billing Job March 2026	
2/04/2026	02042026.27	Sprys Meat Market	190.53
		Seniors Meals - meat	
2/04/2026	02042026.28	St Luke's Family Practice	1,540.00
		Darkan Clinic Doctor Service & travel fees - March 2026	
2/04/2026	02042026.29	Van den Rydt Robin	53.50
		Caravan Park Refund	
2/04/2026	02042026.30	WA Contract Ranger Services Pty Limited	1,848.00
		Ranger Services March 2026	
2/04/2026	02042026.31	West Arthur Community Resource Centre	386.00
		Drs hours March 2026 & 2 x A4 laminating for signs at bore	
2/04/2026	02042026.32	Whitaker Geoffrey & Kylie	308.75
		Reimbursement for wireless keyboard & mouse & stationery supplies	

**Shire of West Arthur
Creditor Payments
April 2026**

Date	Reference		Amount
16/04/2026	16042026.1	Air Liquide	57.28
		Cylinder Fees	
16/04/2026	16042026.2	AMPAC Debt Recovery (WA)	368.50
		Rate Recovery Costs A985, A986	
16/04/2026	16042026.3	Australia Post	350.58
		1 box of stamps, postage expenses	
16/04/2026	16042026.4	Bell Sharon	480.48
		Reimbursement for Seniors Meals groceries & catering for BFAC Meeting	
16/04/2026	16042026.5	Burgess Rawson	606.32
		Water Use 28/01/26 - 27/03/26 L7348-1 Shire of West Arthur	
16/04/2026	16042026.6	Crescent Conveyancers Trust Account	35.16
		Refund of rates overpayment A2717	
16/04/2026	16042026.7	Darkan Self-Contained Accommodation	276.00
		Remainder of Industry Attraction & Business Development Fund	
16/04/2026	16042026.8	David Wills and Associates	8,357.25
		Civil services, electrical & telco servicing report Old Bowling Green, tender documentation & administration, civil design & documentation Burrowes Street West	
16/04/2026	16042026.9	Dawson's Diesels	149.47
		Hydraulic hose 1/2" x 1000mm, fittings & labour	
16/04/2026	16042026.10	Dept of Local Govt, Industry Regulation & Saf	56.65
		March 2026 BSL Remittance	
16/04/2026	16042026.11	Exurban Rural and Regional Planning	7,197.64
		General town planning consultancy services March 2026	
16/04/2026	16042026.12	Filters Plus WA	1,384.40
		Oil Filters, Fuel filters, hydraulic filters, air filters, cabin filters	
16/04/2026	16042026.13	Fleays Store	47.10
		Office Refreshments for March 26	
16/04/2026	16042026.14	Fuel Distributors of WA	130.15
		Fuel for executive vehicles	
16/04/2026	16042026.15	G & M Detergents	665.88
		Tenderly 2 ply toilet roll & slimline h& towels for shire properties & conveniences.	
16/04/2026	16042026.16	Infinitum Technologies Pty Ltd	6,588.44
		Managed Service Agreement - Gold	
16/04/2026	16042026.17	Lacour Energy Developments (Lacour Energy) Pt	2,750.00
		Refund of funds received for Rail trail maintenance report	
16/04/2026	16042026.18	Lawless Don	107.00
		Caravan Park Refund	
16/04/2026	16042026.19	Magiq Software Limited	505.32
		Road asset register value amendment, Asset register value amendment update values & amend depreciation	

**Shire of West Arthur
Creditor Payments
April 2026**

Date	Reference		Amount
16/04/2026	16042026.20	Mcpest Pest Control	3,740.00
		Pest control at Lake Towerinning Info Bay & toilets, Moodiarrup Hall & Sports Complex, Duranillin Hall, School & Fire Brigade Shed, CRC, Office, Darkan Hall, Fire Brigade Shed, Caravan Park & Sports Complex, Station Master House, The Shed, Railway Reserve Public Toilets, Depot, Arthur River Hall, Country Club, Fire Brigade Shed, Historical Site & Country Club, Glenorchy School, Bowelling Station, Footy kiosk & change rooms, Reserve BBQ area, Railway Station loading ramp, Darkan railway precinct, Youth Shed, Darkan Hall termite treatment, treated tree at Railway House	
16/04/2026	16042026.21	Mike's Trade Services	780.00
		Maintenance for Shire properties	
16/04/2026	16042026.22	Ocean Edge Plumbing & Gas	1,270.01
		Replace water tap fitting at Shed, repair leaking pipe to reserve park, new water tap fitted at 6 Hillman	
16/04/2026	16042026.23	Officeworks	287.65
		Avery labels for senior meals, blue tac, AAA batteries, black pens, rubber b&s, kettle for Darkan hall kitchen, mechanical pencils, calculator, paper cups for Anzac day, glue sticks, shipping	
16/04/2026	16042026.24	P & S Griggs Plumbing	1,163.74
		Kitchen mixer tap replaced & gas fault checked at 4/12 Hillman	
16/04/2026	16042026.25	PFD Food Services Pty Ltd	521.15
		780ml 2 Comp Foil Containers, printed lid, fuel levy	
16/04/2026	16042026.26	Putland Motors	1,329.41
		Parts & Repairs Jan-Feb 2026	
16/04/2026	16042026.27	QHSE Integrated Solutions Pty Ltd T/As Skytrust	218.90
		Skytrust intelligence System	
16/04/2026	16042026.28	Scavenger Fire & Safety	584.10
		FD40 Black Out Nozzle, Proteck Nozzle x 2, Camlock, Striker short handle vehicle mount, fire truck monitor nozzle tip	
16/04/2026	16042026.29	Sprys Meat Market	401.15
		Seniors Meals - meat	
16/04/2026	16042026.30	Team Global Express	615.04
		Scavenger Fire freight, Jason Signmakers Freight	
16/04/2026	16042026.31	The Collie Florist	100.00
		Anzac Day Wreath	
16/04/2026	16042026.32	Thompson Surveying Consultants	18,370.00
		Burrowes St West Surveying & documentation	
16/04/2026	16042026.33	Van den Rydt Robin	27.50
		Caravan Park Refund	
16/04/2026	16042026.34	Warren Blackwood Waste	3,159.60
		Recycling & Waste Services March 2026	

**Shire of West Arthur
Creditor Payments
April 2026**

Date	Reference		Amount
16/04/2026	16042026.35	West Arthur Community Resource Centre	3.50
		Laminate A4 x2	
30/04/2026	30042026.1	AMPAC Debt Recovery (WA)	1,906.50
		Rate Recovery Costs A433, A916, A2685	
30/04/2026	30042026.2	Bell Sharon	448.54
		Reimbursement for Seniors meals groceries & Anzac Day purchases	
30/04/2026	30042026.3	Bunbury Kia, Bunbury GWM & The Jones Boys Mot	63.90
		Air Filter, oil filter for GWM NPS Dual Cab	
30/04/2026	30042026.4	Bunnings Warehouse	499.11
		Wood fire bricks, taps for shower, sensor flood lights, washer for taps	
30/04/2026	30042026.5	Choices Flooring Bunbury	1,629.24
		Flooring for 18 Gibbs St	
30/04/2026	30042026.6	Darkan Agri Services	4,896.70
		Various items for maint./cleaning of shire buildings	
30/04/2026	30042026.7	Deale Tobie	300.53
		Caravan Park Refund	
30/04/2026	30042026.8	Dept of Education	3,742.50
		Caravan Park Refund	
30/04/2026	30042026.9	Dept of Local Govt, Industry Regulation & Saf	56.65
		March 2026 BSL Remittance	
30/04/2026	30042026.10	DKM Workplace Solutions	213.40
		May 2026 Workplace Subscription	
30/04/2026	30042026.11	Earth 2 Ocean	2,959.11
		Labour & travel, antenna, mount, cable, connector, consumables & freight for Town Dam	
30/04/2026	30042026.12	Fordham Lamont Vin	59.00
		Reimbursement for Optus Monthly Broadband - CEO Home Internet	
30/04/2026	30042026.13	Fuel Distributors of WA	17,463.03
		Diesel Depot 5000L & fuel for executive vehicles	
30/04/2026	30042026.14	Kelley Contracting Pty Ltd	10,727.20
		Supply & Install retaining wall at 10 King St, Darkan	
30/04/2026	30042026.15	LG Best Practices Pty Ltd	1,633.50
		Review of Local Laws	
30/04/2026	30042026.16	McClure Rebecca Louise	443.88
		Reimbursement of travel & meals while at Cemeteries Conference	
30/04/2026	30042026.17	Mcpest Pest Control	660.00
		Termite treatment at Pioneer Hall	
30/04/2026	30042026.18	Mike's Trade Services	3,961.85
		Maintenance for Shire properties	
30/04/2026	30042026.19	Morgan Debbie	81.00
		Caravan Park Refund	

**Shire of West Arthur
Creditor Payments
April 2026**

Date	Reference		Amount
30/04/2026	30042026.20	Narrogin Packaging	740.00
		140 Sprinklers	
30/04/2026	30042026.21	Pederick Engineering	527.98
		Flat Bar 30x5 & Hydraulic Hose 1" 2.5m long with fittings for 2022 Tri Axle Side Tipper	
30/04/2026	30042026.22	Prompt Safety Solutions	8,800.00
		Initial Setup WHS Management System	
30/04/2026	30042026.23	Putland Motors	4,072.76
		Parts & Repairs Oct 2025 - December 2025	
30/04/2026	30042026.24	Ros's Car Detailing - Roslyn King	8,916.67
		Cleaning April 26	
30/04/2026	30042026.25	Shire of Narrogin	247.02
		Regional Environment Health Officer Services Mar 2026	
30/04/2026	30042026.26	Sprys Meat Market	367.53
		Seniors Meals - meat	
30/04/2026	30042026.27	Team Global Express	63.68
		Freight from Darkan To State Library	
30/04/2026	30042026.28	The Great Awakening Cafe	330.00
		Catering March Ordinary Council Meeting	
30/04/2026	30042026.29	Truckline	60.74
		Locking Fuel Cap for 2010 Hino 500 Series	
30/04/2026	30042026.30	WA Contract Ranger Services Pty Limited	1,501.50
		Ranger Services April 2026	
30/04/2026	30042026.31	Wall Christopher	108.00
		Caravan Park Refund	
30/04/2026	30042026.32	West Arthur Community Resource Centre	584.25
		Drs hours April 2026	
30/04/2026	30042026.33	White Building Co Pty Limited	13.25
		Refund of debtor overpayment	
MUNICIPAL FUND		VOUCHERS	
		DIRECT DEBIT	40,106.80
		EFT	125,920.77
		02042026.1-02042026.32	56,063.00
		16042026.1-16042026.35	62,685.37
		30042026.1-30042026.33	78,079.02
		LICENSING APRIL 2026 TRANSFERS	11,102.10
		TOTAL	373,957.06



SHIRE OF WEST ARTHUR
PAYMENTS OF ACCOUNTS BY NAB VISA CARD
FOR THE STATEMENT PERIOD: 26 March 2026 to 24 April 2026

DATE	PAYEE	PO NUMBER	DESCRIPTION	1. CARD NUMBER (4336-XXXX-XXXX-4951)	SOWA EXPENSE CODE	EXPENSE DESCRIPTION	TOTAL
26-Mar-26	Expedia.com.au	103820	Expedia - accommodation staff member	E143020		OTHER PROPERTY & SERVICES-Works Overheads-Training & Development	\$547.60
07-Apr-26	Espritlink Internet	102413	Espritlink wfi	E143020		OTHER PROPERTY & SERVICES-Administration Overheads-Computer Maintenance	\$139.00
09-Apr-26	Im Station	103876	Im Station - 21 tower	E143020		OTHER PROPERTY & SERVICES-Administration Overheads-Other Admin Expenses	\$42.91
16-Apr-26	James Ford Power	103943	James Ford Power AWOL 1.4/2/26	E144015		OTHER PROPERTY & SERVICES-Plant Cost Overheads-Fuel & Oils	\$25.30
17-Apr-26	WAW News	103954	WAW News for Saturday paper	E143065		OTHER PROPERTY & SERVICES-Works Overheads-Employee Costs-Other	\$458.25
20-Apr-26	Don Murphy's	103986	Council Meeting refreshments	E011001		GOVERNANCE-Members-Council & Comm Meetings	\$78.95
CARD 1 PAYMENTS							
	RAINDER SUNNER Cardholder Name		<i>R. Sunner</i>		VINCENT FORDHAM LAMONT Reviewed by CEO		
					Reviewed By		\$0.00
CARD 2 PAYMENTS							
	GARY RASMUSSEN Cardholder Name		<i>G. Rasmussen</i>		VINCENT FORDHAM LAMONT Reviewed by CEO		
					Reviewed By		
CARD 3 PAYMENTS							
26-Mar-26	United East Vic Park	103845	United East Vic Park	E144015		OTHER PROPERTY & SERVICES-Plant Cost Overheads-Fuel & Oils	\$20.00
27-Mar-26	Perth Contemporary	104005	Perth Contemporary	E143010		ECONOMIC SERVICES-Economic Development-Sustainable Development	\$24.00
30-Mar-26	121 Regional Air Inst	103959	Registration - 121 Regional Rating - G Harrington	E041018		GOVERNANCE-Members-Conferece Expenses	\$204.00
TOTAL NAB VISA CARD PAYMENTS: 4336-XXXX-XXXX-7507							
	VINCENT FORDHAM LAMONT Cardholder Name		<i>V. Fordham Lamont</i>		KAREN HARRINGTON Reviewed by Shire President		
					Authorised By		
TOTAL NAB VISA CARD PAYMENTS: 4336-XXXX-XXXX-7507							
							\$1,846.01
Direct Debit Date							
							27-Apr-26

I, Kylie Whitaker, Finance Officer have reviewed the NAB visa card payments and confirm that from the descriptions on the documentation provided that:

- all transactions are expenses incurred by the Shire of West Arthur;
- all purchases have been made in accordance with the Shire of West Arthur policies and procedures;
- all purchases are in accordance with the Local Government Act 1995 and associated regulations;
- no misuse of the corporate card is evident.

Kylie Whitaker *K. Whitaker*

DATE: 30/4/26



12.3 SCHEDULE OF FEES AND CHARGES 2026-2027

File Ref:	ADM331
Location:	Nil
Applicant:	Nil
Author:	Rajinder S Sunner, Manager Corporate Services
Authorising Officer:	Vin Fordham Lamont, Chief Executive Officer
Date:	21/05/2026
Disclosure of Interest:	Nil
Attachments:	1. SoWA Fees and Charges 2026-2027 Final

SUMMARY:

Council is requested to consider adopting the Schedule of Fees and Charges 2026-2027 as attached and give public notice for them to take effect from 1 July 2026.

BACKGROUND:

A local government can impose and recover a fee or charge for any goods or service it provides or proposes to provide other than a service for which a service charge is imposed. Fees and charges are to be imposed when adopting the Annual Budget but may also be imposed during a financial year or amended from time to time during a financial year.

The 2026-2027 budget is scheduled to be adopted in August 2026. Adopting the fees from 1 July 2026 will result in the consistent application of all fees throughout the financial year.

COMMENT:

Following consultation with staff and Councillors, the Schedule of Fees and Charges has been reviewed, and it is proposed that Council-set fees be increased by 7%, with all amounts rounded up to the nearest dollar. In determining the proposed increase, consideration was given to the Consumer Price Index and other cost factors associated with the delivery of services.

Fees prescribed under the *Local Government Act 1995* and associated Regulations are not proposed to be increased and have been reviewed for current accuracy. Should any statutory fees be amended by the relevant State agency, a revised schedule will be presented to Council so that the Shire may charge the correct fees.

CONSULTATION:

Councillors
Chief Executive Officer
Manager Works and Services
Manager Financial Reporting
Other Staff

STATUTORY ENVIRONMENT:**Local Government Act 1995****6.16. Imposition of fees and charges**

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

* Absolute majority required.

(2) A fee or charge may be imposed for the following —

- (a) providing the use of, or allowing admission to, any property or facility wholly or partly owned, controlled, managed or maintained by the local government;
- (b) supplying a service or carrying out work at the request of a person;
- (c) subject to section 5.94, providing information from local government records;
- (d) receiving an application for approval, granting an approval, making an inspection and issuing a licence, permit, authorisation or certificate;
- (e) supplying goods;
- (f) such other service as may be prescribed.

(3) Fees and charges are to be imposed when adopting the annual budget but may be —

- (a) imposed* during a financial year; and
- (b) amended* from time to time during a financial year.

* Absolute majority required

6.17. Setting level of fees and charges

(1) In determining the amount of a fee or charge for a service or for goods a local government is required to take into consideration the following factors —

- (a) the cost to the local government of providing the service or goods; and
- (b) the importance of the service or goods to the community; and
- (c) the price at which the service or goods could be provided by an alternative provider.

(2) A higher fee or charge or additional fee or charge may be imposed for an expedited service or supply of goods if it is requested that the service or goods be provided urgently.

(3) The basis for determining a fee or charge is not to be limited to the cost of providing the service or goods other than a service —

- (a) under section 5.96; or
- (b) under section 6.16(2)(d); or
- (c) prescribed under section 6.16(2)(f), where the regulation prescribing the service also specifies that such a limit is to apply to the fee or charge for the service.

(4) Regulations may —

- (a) prohibit the imposition of a fee or charge in prescribed circumstances; or
- (b) limit the amount of a fee or charge in prescribed circumstances.

6.18. Effect of other written laws

(1) If the amount of a fee or charge for a service or for goods is determined under another written law a local government may not —

- (a) determine an amount that is inconsistent with the amount determined under the other written law; or
- (b) charge a fee or charge in addition to the amount determined by or under the other written law.

(2) A local government is not to impose a fee or charge for a service or goods under this Act if the imposition of a fee or charge for the service or goods is prohibited under another written law.

6.19. Local government to give notice of fees and charges

If a local government wishes to impose any fees or charges under this Subdivision after the annual budget has been adopted it must, before introducing the fees or charges, give local public notice of —

- (a) its intention to do so; and
- (b) the date from which it is proposed the fees or charges will be imposed.

POLICY IMPLICATIONS:

Nil

FINANCIAL IMPLICATIONS:

Adopting fees and charges enables the Council to charge appropriate fees from 1 July 2026.

Revenue raised from fees and charges set by the Council will contribute to its ability to provide services and facilities for the 2026-2027 financial year and into the future.

STRATEGIC IMPLICATIONS:

There is no reference to this report in the Council's Strategic Community Plan.

RISK IMPLICATIONS:

Risk management is the removal of uncertainty from business decisions. Risk is expressed in terms of likelihood it may occur and the consequences that may flow from it. The consequences may be positive or negative or simply a deviation from the expected. The risk or consequence may be related to health and safety; financial; business or service interruption; compliance; reputation; or the environment. ***Reference to the risk matrix below will generate a risk rating by assessing the likelihood and consequence and multiplying these scores by each other.*** The greater the risk rating, the greater the risk and the higher the need for specific plans to be developed. All items with a risk rating greater than 10 should be added to the Risk Register and specific controls developed.

Risk Themes:

A risk theme is the categorising of risk. For example, the collection of risks that represent compliance failure. The risk themes in the shire Risk Register include:

- Business Disruption
- Community Disruption
- IT or Communications Failure
- External Threat or Fraud
- Misconduct
- Inadequate safety or security practices
- Inadequate project or change management
- Errors Omissions or Delays
- Inadequate Document Management Processes
- Inadequate supplier / contract management
- Providing inaccurate advice / information
- Ineffective Employment practices
- Compliance failure
- Inadequate asset management
- Inadequate engagement practices
- Ineffective facility or event management
- Inadequate environmental management

Risk Matrix:

Consequence Likelihood		Insignificant	Minor	Moderate	Major	Catastrophic
		1	2	3	4	5
Almost Certain	5	Medium (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Medium (8)	High (12)	High (16)	Extreme (25)
Possible	3	Low (3)	Medium (6)	Medium (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Medium (6)	Medium (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Medium (5)

Description of Key Risk	Inability to charge fees before the adoption of the budget if not adopted.
Risk Likelihood (based on history and with existing controls)	Rare (1)
Risk Consequence	Insignificant (1)
Risk Rating (Prior to Treatment or Control): Likelihood x Consequence	Low (1)
Principal Risk Theme	Business Disruption
Risk Action Plan (Controls or Treatment Proposed)	Adopt and charge fees in accordance with the schedule of fees and charges

VOTING REQUIREMENTS:

Absolute Majority

RESOLUTION OCM-2026-052

Moved: Cr Duncan South
Seconded: Cr Russell Prowse

That Council adopt the attached Schedule of Fees and Charges 2026-2027 and give local public notice before they take effect on 1 July 2026.

In Favour: Crs Karen Harrington, Duncan South, Neil Morrell, Graeme Peirce, Russell Prowse, Natalie O'Neill, Helen Lubcke

Against: Nil

CARRIED BY ABSOLUTE MAJORITY 7/0

Schedule of Fees and Charges 2026-2027

Shire of West Arthur
PO Box 112
31 Burrowes Street
Darkan WA 6392
T: (08) 9736 2400
E: shire@westarthur.wa.gov.au



Effective: 1 July 2026		Amended:	Adopted OCM: 28 May 2026			
		Amended:				
		Amended:				
COA/T#	ITEM	Statutory Fees	Details	2025/26	2026/27	Incl GST
Statutory fees and charges cannot be modified by Council but may be subject to change						
GENERAL PURPOSE FUNDING						
	Rates					
I031714	Administration Fee - Rates Instalments per instalment (Per Notice, <i>Excluding first Notice</i>)	LG Act 1995 S6.45	Per Instalment	7.25	10.00	N
I031732	Combined Statement/Confirmation	LG Act 1995 S6.16	Per Request	135.00	180.00	Y
I033020	Credit Card Surcharge for Payment of Rates, ESL or Rubbish charge			0.75%	0.00%	Y
	Penalty Interest			7.00%	11.00%	N
	Instalment Interest			3.00%	5.50%	N
GOVERNANCE						
	Photocopying					
I043003	Photocopy (Black and White) A4	LG Act 1995 S6.16	Per Copy	0.80	0.85	Y
	Photocopy (Colour) A4		Per Copy	1.25	1.35	Y
	Photocopy (Black and White) A3		Per Copy	1.25	1.35	Y
	Photocopy (Colour) A3		Per Copy	2.10	2.25	Y
	<i>(Copy of Shire documents only. General Photocopying Service Available at CRC)</i>					
	Postage					
	Printing, Binding, Postage of Council Reports as per request		Per Document	30.00	33.00	Y
	(Agenda, Minutes, Annual Report, Strategic Documents)					
	Freedom of Information					
	<i>Fees are Prescribed in the Freedom of Information Act Regulations 1993</i>					
	Application Fees Non Personal - Per enquiry		Per Enquiry	30.00	33.00	N
	Application Fees Personal - Per enquiry					
	Charge for Time Dealing with the Application		Per Hour	30.00	30.00	N
	Access Time Supervised by Staff		Per Hour	30.00	30.00	N
	Photocopying Staff Time		Per Hour	30.00	30.00	N
	Per Photocopy - A4		Per Copy	0.25	0.20	N
	Transcribing from Tape, Film or Computer		Per Hour	31.00	30.00	N
	Duplicating a Tape, Film or Computer Information		Actual Cost	At Cost	At Cost	
	Delivery, Packaging and Postage		Actual Cost	At Cost	At Cost	



Schedule of Fees and Charges 2026-2027

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Effective: 1 July 2026		Amended:	Adopted OCM: 28 May 2026			
		Amended:				
		Amended:				
COA/T#	ITEM	Statutory Fees	Details	2025/26	2026/27	Incl GST
Statutory fees and charges cannot be modified by Council but may be subject to change						
LAW, ORDER AND PUBLIC SAFETY						
I051115	Fire Maps	LG Act 1995 S6.16	Per Map	25.00	25.00	Y
	Dog Registration - Per Dog		1 Nov - 31 Oct			
	<i>** Registration fees are Prescribed in the Dog Act Regulations 1976</i>					
	<i>^^ Registrations after 31 May are only 50% of the fees below</i>					
	<i>** Concession of 50% available to eligible PENSIONERS</i>					
	<i>** Concession of 75% available for WORKING DOGS</i>					
I052120	Sterilised dog for 1 year	Dog Regs 2013 R17	Per Dog	20.00	20.00	N
	Sterilised dog for 3 years		Per Dog	42.50	42.50	N
	Sterilised dog for Lifetime		Per Dog	100.00	100.00	N
	Unsterilised dog for 1 year		Per Dog	50.00	50.00	N
	Unsterilised dog for 3 years		Per Dog	120.00	120.00	N
	Unsterilised dog for Lifetime		Per Dog	250.00	250.00	N
	Cat Registration - Per Cat					
	<i>**Registration fees are prescribed in the Cat Act Regulations 2012</i>					
	<i>^^ Registrations after 31 May are only 50% of the fees below</i>					
	<i>** Concession of 50% available to eligible PENSIONERS</i>					
I052130	Sterilised cat for 1 year	Cat Regs 2012 Sch 3	Per Cat	20.00	20.00	N
	Sterilised cat for 3 years		Per Cat	42.50	42.50	N
	Sterilised cat for Lifetime		Per Cat	100.00	100.00	N
	Approval to Breed cats - 1 year		Per Breeding	100.00	100.00	N
	Fines and Penalties - Per animal					
	<i>** Fines are as Prescribed in Dog Act 1976, and Cat Act 2011</i>					
I052110	Seizure and Impounding of a Dog/Cat		Per Animal	75.00	75.00	N
	Daily Sustenance		Per Animal/Per day	30.00	30.00	Y
	Destruction of Dog/Cat		Per Animal	100.00	100.00	N
	Miscellaneous					
	Kennel License	Dog Regs 2013 R17	Per annum	200.00	200.00	N
	Kennel Inspection Fees		Per annum	100.00	100.00	Y
	Microchipping - Dog/Animal		Per Animal	65.00	65.00	Y
	Microchipping - Cat/Animal		Per Animal	65.00	65.00	Y
	Bond - Animal Trap			65.00	65.00	N
	Trap Hire Fee	First 7 days free then daily rate apply		1.35	1.35	Y
	Replacement Tags			5.00	5.00	Y



Schedule of Fees and Charges 2026-2027

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Effective: 1 July 2026		Amended:	Adopted OCM: 28 May 2026			
		Amended:				
		Amended:				
COA/T#	ITEM	Statutory Fees	Details	2025/26	2026/27	Incl GST
Statutory fees and charges cannot be modified by Council but may be subject to change						
Fines Enforcement (Applicable to all infringement) - Fines, Penalties and Infringement Notices Enforcement Regulations 1994						
I051125	Issuing Final Demand	Fine Regs Schd 2		27.60	27.60	N
	Preparing Enforcement Certificate			23.50	23.50	N
	Registration of Infringement Notice			88.50	88.50	N
	Fire Control					
I051125	Firebreaks - Cost Recovery	BFA 1954 s33(5)		at cost	at cost	N
	Infringements			at cost	at cost	N
	Impounding Vehicles					
I051125	Impound Fees			140.00	150.00	N
	Impound Fee Per Day			21.00	23.00	N
	Towing Expense as Per Service			at cost	at cost	N
EDUCATION AND WELFARE						
	Kids Central Membership					
I064010	Kids Central Yearly Family Membership (Pro-rata below 6 months)	LG ACT 1995 S6.16	Per Membership	40.00	43.00	Y
	Electric Swipe Key (Authorised for Kids Central)		Per Key	22.00	27.00	Y
	Meal Services					
I061011	Main Meal	LG ACT 1995 S6.16	Per Meal	8.00	10.00	N
	Dessert		Per Dessert	3.50	5.00	N
HEALTH						
	Wastewater Treatment System					
I071115	Apparatus for the Treatment of Sewage (e.g. septic tank) Application	R4 TS		118.00	118.00	N
	Permit to use Apparatus for the Treatment of Sewage (e.g. septic tank)	R4 TS		118.00	118.00	N
	Health Department of WA application fee to Construct or Install Apparatus for the Treatment of Sewage, Chief Health Officer approval is required (With Local government report - not a LG Fee)	R4A		93.00	93.00	N



Schedule of Fees and Charges 2026-2027

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Effective: 1 July 2026		Amended:	Adopted OCM: 28 May 2026			
		Amended:				
		Amended:				
COA/T#	ITEM	Statutory Fees	Details	2025/26	2026/27	Incl GST
Statutory fees and charges cannot be modified by Council but may be subject to change						
	Food Business	<i>Refer to Health Department Scale of Fees</i>				
	New Food Business Notification - Charitable			Nil		N
	New Food Business Notification/Registration Form			115.00	123.00	N
	Food Business Surveillance/Inspection Fee					
	Very Low risk or Charitable			Nil		
	Low risk - At least 1 Inspection Annually			115.00	123.00	N
	Medium risk - At least 2 Inspection Annually			200.00	214.00	N
	High risk - At least 3 Inspection Annually			300.00	321.00	N
	Low Risk - Inspection Fee			30.00	32.10	N
	Medium Risk - Inspection Fee			80.00	85.60	N
	High Risk - Inspection Fee			145.00	155.00	N
	Temporary Food Stall/Vendor Permits					
	Annual Temporary Food Vendor/Stallholder			Nil	Nil	N
	Temporary Food Vendor/Stallholder per day			Nil	Nil	N
	Temporary Food Vendor/Stallholder Charitable			Nil	Nil	N
	Public Building					
	Public Building Fee - Licence premises (Commercial) Annually	s6.16 LGA	2 Inspections Per Year	140.00	150.00	N
	Public Building Fee - Non Licence premises (Commercial) Annually	s6.16 LGA	1 Inspections Per Year	70.00	75.00	N
	Public Building Fee - (Not for profit)	s6.16 LGA		Nil		
HOUSING						
	Community Housing	LG Act 1995 S6.16				
I091110	Unit 1/10 Hillman Street		Per Week	135.00	150.00	N
	Unit 3/12 Hillman Street		Per Week	150.00	165.00	N
	Unit 4/12 Hillman Street		Per Week	135.00	150.00	N
	25 Nangip Crescent		Per Week	155.00	170.00	N
	18 Gibbs Street		Per Week	155.00	170.00	N
	Shire Houses by Non-Staff (Rental by Non Shire staff will be 200% of the applicable charge - See Staff Housing Rent - Page 12)	LG Act 1995 S6.16				
I091111	52 Hillman Street - Used by Shire Staff		Per Week	0.00	0.00	N
	10 Gibbs Street - Staff House Under Renovation		Per Week	0.00	0.00	N
	31 Arthur Street - Used by Shire Staff		Per Week	0.00	0.00	N
	7 Hillman Street - Pool Manager (Available for use by the Pool Contractor for the term of the Agreement)		Per Week	0.00	0.00	N
	8 Hillman Street - Used by Shire Staff		Per Week	0.00	0.00	N
	GROH Housing	LG Act 1995 S6.16				
	11 King Street -	GROH Lease	Per Week	590.00	650.00	N
	Unit 2/10 Hillman Street	GROH Lease	Per Week	320.00	400.00	N



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COMMUNITY AMENITIES						
I102160	Asbestos Disposal - (Include Cost of Staff Time and Equipment per Hour)	LG Act 1995 S6.16	Per Cubic Meter	105.00	113.00	Y
	Free access for rate payers and residents who deliver capacities less than 1m3 to the refuse site, subject to proof of ratepayer or residential status in the Shire of West Arthur with proof being demonstrated via an acceptable process such as, Shire of West Arthur registration plates, rate notice or driver's licence.					
	* NOTE: Quantities are per cubic metre or part thereof					
	Commercial Waste per cubic metre (Greater than 1m3)	LG Act 1995 S6.16	Per Cubic Meter	17.50	18.75	Y
	Replacement or a new key or FOB for rubbish Tips	LG Act 1995 S6.16	Per key or FOB	35.00	37.50	Y
	Rubbish Bins	LG Act 1995 S6.16				
I101110	Rubbish Collection	Per Service - Refuse and Recycle		355.00	405.00	N
	NEW Replacement Bins - Recycle		240L	125.00	135.00	Y
	NEW Replacement Bins - Waste		240L	125.00	135.00	Y
	Bin Parts - New Wheels		Each	55.00	60.00	Y
	Bin Parts - New Lid		Each	55.00	60.00	Y
	Cemetery Fees	LG Act 1995 S6.16				
I107140	Reopening of Existing Grave (Companion Plot)			1,256.00	1,345.00	Y
	Grave Exhumation - Fees plus Contractors used at Cost			1,256.00	1,345.00	Y
	Interment (up to 2.1m deep) - Machine			1,000.00	1,070.00	Y
	Interment (up to 2.1m deep) - By Hand			1,500.00	1,605.00	Y
	Additional depth 0.3M			360.00	385.00	Y
	Reservations (Gravesite and Niche Wall)					
	Grant of Right - 25 Years		per person	85.00	90.00	N
	Grant of Right - Renewals		per person	48.00	52.00	N
	Grant of Right - Transfer		per person	48.00	52.00	N
	Monumental Work					
	Permission to Erect a Headstone - Monument or Name Plate			62.00	67.00	N
	Removal and Replacement of Headstones, Kerbing or Monuments			at cost	at cost	Y
	Niche Wall					
	Interment of Ashes in Niche Wall - Single			70.00	75.00	Y
	Interment of Ashes in Niche Wall - Double			140.00	150.00	Y
	Niche Wall - Re-Open			70.00	74.00	Y
	Administration Fee - Niche Wall Plaque			78.00	85.00	Y
	Niche Wall Plaque - At Cost from Supplier			at cost	at cost	Y
	License					
	Funeral Directors - Annual License Fee			220.00	235.00	Y
	Single Funeral permit			110.00	120.00	Y
	Monumental Mason - Annual License			220.00	235.00	Y
	Single Monumental mason Permit			90.00	96.00	Y



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	Miscellaneous					
	Internment of Ashes in a Grave			250.00	267.00	Y
	Town Planning					
	** Fees are Prescribed in the Planning and Development Regulations 2009					
1106390	Town Planning Scheme					
	Application for Town Planning Scheme Amendments, Local Structure Plans and Development Plans			At Cost - estimate to be provided.	At Cost - estimate to be provided.	N
	Development Applications					
	a) No more than \$50,000			147.00	147.00	N
	b) More than \$50,000 but no more than \$500,000		0.32% of estimated development cost	as per schedule	as per schedule	N
	c) More than \$500,000 but no more than \$2.5m		\$1,700 PLUS 0.257% for every \$1 in excess of \$500,000	as per schedule	as per schedule	N
	d) More than \$2.5m but no more than \$5.0m		\$7,161 PLUS 0.206 % for every \$1 in excess of \$2.5m	as per schedule	as per schedule	N
	e) More than \$5.0m but no more than \$21.5m		\$12,633 PLUS 0.123 % for every \$1 in excess of \$5.0m	as per schedule	as per schedule	N
	f) More than \$21.5m			34,196.00	34,196.00	N
	** If the development has commenced or been carried out, an additional amount, by way of penalty, that is twice the amount of the maximum fee payable for determination of the application under items (a) (b) (c) (d) (e) or (f) above is payable. **					
	Determining an application to amend or cancel development approval.			295.00	295.00	N
	Providing a subdivision clearance for not more than 5 lots.			73.00 per Lot	73.00 per Lot	N
	Providing a subdivision clearance for more than 5 lots but not more than 195 lots.			73.00 per lot for the first 5 lots and then \$35 per lot.	73.00 per lot for the first 5 lots and then \$35 per lot.	N
	Providing a subdivision clearance for not more than 195 lots.			73.00 per lot for the first 5 lots and then \$35 per lot.	73.00 per lot for the first 5 lots and then \$35 per lot.	N
	Providing a subdivision clearance for not more than 195 lots.			7,393.00	7,393.00	N
	Public advertising of development applications, scheme amendments, Structure Plans, Activity Centre Plans or Development Plans.			At cost	At cost	N
	Extractive Industry - Development Applications					
	# Not Commenced - Determining a development application for an extractive industry where the development has not commenced or been carried out.		as per regs	739.00	739.00	N
	# Commenced - Determining a development application for an extractive industry where the development has not commenced or been carried out.		as per regs	2,217.00	2,217.00	N



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	Extractive Industry License					
	Initial Application		per year	550.00	550.00	N
	Renewal Application - less than 5 Hectares		per year	550.00	550.00	N
	Renewal Application - More than 5 Hectares		per year	750.00	750.00	N
	**This refers to the area under the extractive industry licence and not the planning consent, which may cover a greater area. **					
	Bond (Sand)		Per hectare	TBA	TBA	N
	Bond (Stone or Gravel)		Per hectare	TBA	TBA	N
	Road Contribution			TBA	TBA	N
	Transfer of license fee - per application			300.00	300.00	N
L01280	DAP - Fees of Applications					
	** Planning and Development (Development Assessment Panels) Regulations 2011 (Paid direct to DAP)					
	1. A DAP application where the estimated cost of the development is (FORM 1: New Application):					
	(a) less than \$2 million	Sch 1 r.10,17 PDR	Each	5,475	5,475	N
	(b) not less than \$2 million and less than \$7 million	Sch 1 r.10,17 PDR	Each	6,322	6,322	N
	(c) not less than \$7 million and less than \$10 million	Sch 1 r.10,17 PDR	Each	9,760	9,760	N
	(d) not less than \$10 million and less than \$12.5 million	Sch 1 r.10,17 PDR	Each	10,620	10,620	N
	(d) not less than \$12.5 million and less than \$15 million	Sch 1 r.10,17 PDR	Each	10,922	10,922	N
	(f) not less than \$15 million and less than \$17.5 million	Sch 1 r.10,17 PDR	Each	11,226	11,226	N
	(g) not less than \$17.5 million and less than \$20 million	Sch 1 r.10,17 PDR	Each	11,530	11,530	N
	(h) not less than \$20 million and less than \$50 million	Sch 1 r.10,17 PDR	Each	11,833	11,833	N
	(i) not less than \$50 million or more	Sch 1 r.10,17 PDR	Each	17,097	17,097	N
	2. An Application under regulation 17 (Form 2: Amendment)			271	271	N
	<i>Note: The estimated cost of development is calculated exclusive of GST.</i>					
	<i>Example: if an application is received with a cost of development, exclusive of GST, valued at \$10 million, the associated fee is item 1(d). The application does not fall into lower threshold of item 1(b) as the estimated cost is not 'less than \$10 million'.</i>					
	Application for Home Occupation					
	Home Occupation License - Initial Applications			222.00	222.00	N
	** If home occupation has commenced an additional amount of twice the fee by way of penalty is payable. **					
	Home Occupation License - Renewal Fee			73.00	73.00	N
	** If application for renewal of home occupation license is made after the approval has expired, an additional amount of twice the renewal fee by way of penalty is payable. **					



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Application for change of use or for an alteration or extension or change of a non-conforming use to which a development application does not apply:-						
	Application Fee			295.00	295.00	N
** If alteration, extension or change has commenced an additional amount of twice the fee by way of penalty is payable. **						
	Issue of Zoning Certificate			73.00	73.00	N
	Reply to a Property Settlement questionnaire			73.00	73.00	N
	Issue of Written Planning Advice			73.00	73.00	N
** Development Application Fees do not Apply for Not for Profit Community Groups. **						
** All other Planning Fees - Maximum fees allowed by Department of Planning. **						
RECREATION AND CULTURE						
I111110	Darkan Town Hall	LG Act 1995 S6.16				
	Hire of Main Hall and Kitchen		Full Day Hire	135.00	145.00	Y
	Hire of Main Hall and Kitchen		Half Day Hire	90.00	95.00	Y
	Hire of Kitchen Only		Full Day Hire	95.00	100.00	Y
	Hire of Kitchen Only		Half Day Hire	65.00	70.00	Y
	Hire of Main Hall Only		Full Day Hire	65.00	70.00	Y
	Hire of Main Hall Only		Half Day Hire	35.00	38.00	Y
	Hire of Pioneer Hall and Kitchen		Full Day Hire	105.00	112.00	Y
	Hire of Pioneer Hall and Kitchen		Half Day Hire	55.00	59.00	Y
	Hire of Pioneer Hall Only		Full Day Hire	45.00	48.00	Y
	Hire of Pioneer Hall Only		Half Day Hire	25.00	27.00	Y
	Community Activities		Per Hire	35.00	38.00	Y
	Bond for Main Hall and Kitchen		Per Hire	200.00	214.00	N
	Bond for Main Hall ONLY		Per Hire	100.00	107.00	N
	Bond for Kitchen ONLY		Per Hire	100.00	107.00	N
** Local Community Groups and Not for Profit Groups have free use of Darkan Town Hall, but pay a bond of \$100.00.						
** Hire of Chairs (only the old orange style hall chairs).**						
	Hire of Tables - Darkan Town Hall		Per Item	11.00	11.80	Y
	Hire of Chairs - Darkan Town Hall		Per Item	2.20	2.35	Y
	Set up fees		Per Hour	60.00	65.00	Y
	Cleaning Fees (Failure to Clean and Tidy Venue and Equipment)		Per Hour	60.00	65.00	Y
I111110	Arthur River Hall	LG Act 1995 S6.16				
	Hire of Hall		Per Hire	130.00	140.00	Y
** Local Community Groups and Not for Profit Groups have free use of Arthur River Hall, but pay a bond of \$100.00.						



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I112110	Darkan Swimming Pool					
	Single Membership		Per Season	120.00	130.00	Y
	Family Membership (2 Adults plus 2 Children, or 1 Adult + 3 Children)		Per Season	200.00	215.00	Y
	Children (4-16 years)/Pensioner/Concession		Per Season	50.00	55.00	Y
	Individual Adult		Per Visit	5.00	5.50	Y
	Spectators Adult		Per Visit	1.00	1.10	Y
	Children (4-16 years)/Pensioner/Concession		Per Visit	4.00	4.30	Y
I113140	Community Gym Membership					
	Casual Daily Pass		Per Person	10.00	11.00	Y
	Gym Fees - 1 Months Adult		Per Person	25.00	27.00	Y
	Gym Fees - 12 Months Adult		Per Person	120.00	130.00	Y
	Gym Fees - 6 Months Adult		Per Person	75.00	80.00	Y
	Gym Fees - 12 Months Student/Concession		Per Person	75.00	80.00	Y
	Gym Fees - 6 Months Student/Concession		Per Person	40.00	43.00	Y
	Family - (1 Adult plus 1 kid over 18 years OR 2 Adults) 12 Months		2 Persons	200.00	215.00	Y
	Family - (1 Adult plus 1 kid over 18 years OR 2 Adults) 6 Months		2 Persons	100.00	107.00	Y
	FOB Key for Gym	LG Act 1995 S6.16	Per FOB	35.00	38.00	Y
** No children under the age of 18 years are permitted to use Gym Equipment.**						
All NEW gym members are required to undertake a gym induction prior to first use of Gym.						
I116110	History Books					
	Hard Cover			30.00	30.00	Y
	Paper Back			22.00	22.00	Y
	Postage			at cost	at cost	
I147120	The Shed					
	Membership - Yearly (Pro-rata below 6 months)		Per Person	62.00	67.00	Y
	Membership - Pensioner/Seniors Concession		Per Person	42.00	45.00	Y
	Locker Hire			11.00	11.80	Y
	Hourly Rate		Per Hour	35.00	38.00	Y
	Social Membership		Per Person	5.00	5.35	Y
ECONOMIC SERVICES						
	Scheme Standpipe Water					
I134130	Community Standpipe Water	LG Act S6.16	Per Kilolitre	3.50	5.00	N
	Commercial Standpipe Water	LG Act S6.16	Per Kilolitre	12.50	15.00	N
	Minimum Fees		Per Month	10.00	18.00	N
	Standpipe Smart Controller:					
	Swipe Card Bond (Refundable) - Non residents			25.00	27.00	N
	New Swipe Card and Replacement Swipe Card including Admin fees			66.00	70.00	Y



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	Building Control					
	** Fees are prescribed in the Building Act regulations 2012 - Schedule 2 . **					
I133110	Application for Building Permits and Demolition Permits					
	Certified Application for a building permit (Section 16(1)) .					
	a) For Building work for a Class 1 or Class 10 Building or Incidental structure	0.19% of the estimated value of the building work Minimum Fee \$110.00	as per schedule	as per schedule		N
	b) For Building work for a Class 2 to Class 9 Building or Incidental structure	0.09% of the estimated value of the building work Minimum Fee \$110.00	as per schedule	as per schedule		N
	Uncertified Application for a Building Permit for a Class 1A Only or Class 10 Building or Incidental structure	0.32% of the estimated value of the building work Minimum Fee \$110.00	as per schedule	as per schedule		N
	Application for a Demolition Permit					
	a) For Building work for a Class 1 or Class 10 Building or Incidental structure			110.00	110.00	N
	b) For Building work for a Class 2 to Class 9 Building or Incidental structure	Per Storey of the Building		110.00	110.00	N
	Application to extend the time during which a Building or Demolition Permit has effect (section 32 (3) (f))			110.00	110.00	N
	Application for an Occupancy Permit for a Completed Building (section 46)			110.00	110.00	N
	Application for a Temporary Occupancy Permit for an Incompleted Building (section 47)			110.00	110.00	N
	Application for Modification of an Occupancy Permit for additional use of a Building on a Temporary basis (section 48)			110.00	110.00	N
	Application for Replacement Occupancy Permit for Permanent change of the Building use or Classification (section 49)			110.00	110.00	N
	Application for an Occupancy Permit for a Building in respect of which Unauthorised work has been done (section 51 (2))	0.18% of the estimated value of the building work, but not less than \$110.00	as per schedule	as per schedule		N
	Application for a Building Approval Certificate for a Building in respect of which Unauthorised work has been done (section 51 (3))	0.38% of the estimated value of the building work, but not less than \$110.00	as per schedule	as per schedule		N
	Application to Replace Occupancy Permit for existing Building (section 52 (1))			110.00	110.00	N
	Application for a Building Approval Certificate for an existing Building where Unauthorised work has not been done (section 52 (2))			110.00	110.00	N
	Application to Extend the time during which an Occupancy Permit or Building Approval Certificate has effect (section 65 (3) (a))			110.00	110.00	N
	BA19 Building Application Amendment Plans (Per Application)			110.00	110.00	N
	Application as Defined in Regulation 31 (For each building standard in respect of which a declaration is sought)			2160.15	2160.15	N
	Application for approval of Battery powered smoke alarm as per Building Regulation 2012 - Reg 61			179.40	179.40	N



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	Construction Training Fund Levy					
	Building Service Levy					
L01265	BSL - Levy on Building or Demolition Permit		0.137% of the value of the Construction with minimum fee of \$61.65 (Includes \$5.00 commission to be retained by SOWA)	as per schedule	as per schedule	N
I133120	BSL - Commission			5.00	5.00	N
L01265	Occupancy Permit or Building Approval Certificate for Approved Building work under sections 47, 49, 50 or 52 of the Building Act			61.65	61.65	N
L01265	Occupancy Permit or Building Approval Certificate for Unauthorised Building work under section 51 of the Building Act		0.274% of the value of the Construction with minimum fee of \$123.30 (Includes \$5.00 commission to be retained by SOWA)	as per schedule	as per schedule	N
	Other Licenses and Fees					
I13314015	Swimming Pool Periodic Inspection fees (Regs 53A(3))	Building Regulations 2012, r.53A(3)		58.45	58.45	N
I13315015	Application for Grant or renewal (Caravan Park or Camping Ground) of License (Regs 45)	Caravan Park and Camping Grounds Regulations 1997	\$6 per long/short stay site \$3 per Campsite \$1.50 per overflow or minimum \$200	200.00	200.00	Y
	Darkan Caravan Park					
I132040	Powered Site (2 persons)		Per Night	27.00	30.00	Y
	Powered Site Extra Person		Per Night	7.50	8.00	Y
	Un-Powered Site (2 persons)		Per Night	22.00	25.00	Y
	Un-Powered Site Extra Person		Per Night	5.50	6.00	Y
	Casual Shower - Daily per person		Per Day	7.50	8.00	Y
	Powered Site (2 persons) - Weekly		Per Week	162.00	175.00	Y
	Powered Site Extra Person - Weekly		Per Week	45.00	50.00	Y
	Un-Powered Site (2 persons) - Weekly		Per Week	132.00	145.00	Y
	Un-Powered Site Extra Person - Weekly		Per Week	33.00	35.00	Y
	Chalet (2 Persons) Staying one Night Only		Per Night	175.00	190.00	Y
	Chalet (2 Persons) two or more nights		Per Night	145.00	155.00	Y
	Chalet (2 Persons) - Weekly		Per Week	870.00	930.00	Y
	Chalet Extra person per night		Per Night	22.00	24.00	Y
	Chalet Extra person - Weekly		Per Week	132.00	145.00	Y
	Washing Machine		Per Cycle	5.00	5.50	Y
	Dryer		Per Cycle	3.00	3.50	Y
	Nissen Hut		Per Night	75.00	80.00	Y
	Nissen Hut - Weekly		Per Week	450.00	480.00	Y
All Cancellations that require refunds will be less service provider fees.						
7 days Notice or less						
	Administration Fee			27.50	30.00	Y
Less than 48 Hours Prior to check in						
	Administration Fee			27.50	30.00	Y
	Plus: One Night Booking fee			at cost	at cost	Y



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OTHER PROPERTY AND SERVICES						
	Private Works					
	** Deposit of 50% to be paid prior to commencement of works. Hire time commences from mobilisation of plant item. Penalty rates will apply for Weekends and Public Holidays. **					
I141110	Graders		Per Hour	260.00	280.00	Y
	Prime Mover only or Six Wheeler		Per Hour	190.00	205.00	Y
	Prime Mover with One Trailer		Per Hour	260.00	280.00	Y
	Truck - 5 Tonne		Per Hour	170.00	180.00	Y
	Truck - 10 Tonne		Per Hour	190.00	205.00	Y
	JCB Backhoe		Per Hour	200.00	215.00	Y
	Excavator Including attachment- CASE 20T		Per Hour	0.00	255.00	Y
	Loader		Per Hour	260.00	280.00	Y
	Rollers		Per Hour	195.00	210.00	Y
	Tractor		Per Hour	115.00	125.00	Y
	Tractor with Implement		Per Hour	145.00	155.00	Y
	Bobcat		Per Hour	145.00	155.00	Y
	Kubota Zero Turn Lawnmower		Per Hour	0.00	75.00	Y
	Road Broom (Ute and one operator included)		Per Hour	150.00	160.00	Y
	Tree Saw (Includes loader and one operator)		Per Hour	300.00	320.00	Y
	** All plant items above include operator. **					
	Labour (Labourer/operator)		Per Hour	80.00	85.00	Y
	Works Manager		Per Hour	140.00	150.00	Y
	Labour (time & 1/2)		Per Hour	120.00	130.00	Y
	Labour (Double time)		Per Hour	155.00	165.00	Y
	Ute		Per km	1.50	1.60	Y
	Compactor		Per Day	80.00	85.00	Y
	** Gravel or sand supplied to ratepayers will be at cost plus plant and labour. Cartage to be charged at private works cost. **			at cost plus		
	Second Hand Grader Blades (or sold with scrap metal)			6.00	6.50	Y
	Staff Housing	(Rental by Non Shire staff will be 200% of the applicable charge)				
	15 Nangip Crescent		Per Week	104.00	112.00	N
	52 Hillman Street		Per Week	104.00	112.00	N
	10 Gibbs Street - Under Renovation		Per Week	104.00	112.00	N
	22 Hillman Street		Per Week	as per Contract	as per Contract	N
	31 Arthur Street		Per Week	85.00	91.00	N
	6 Hillman Street		Per Week	as per Contract	as per Contract	N
	10 King Street		Per Week	as per Contract	as per Contract	
	7 Hillman Street		Per Week	71.00	76.00	N
	8 Hillman Street		Per Week	90.00	97.00	N
I141035	Special Series - AW Number Plates					
	DPI Fee			at cost	at cost	N
	Shire additional fee			50.00	55.00	Y



12.4 SALE OF LAND FOR NON-PAYMENT OF RATES - 14 HORLEY STREET - A985

File Ref:	A985
Location:	14 Horley St, Duranillin
Applicant:	N/A
Author:	Rajinder S Sunner, Manager Corporate Services
Authorising Officer:	Vin Fordham Lamont, Chief Executive Officer
Date:	21/05/2026
Disclosure of Interest:	Nil
Attachments:	Nil

SUMMARY:

Council is requested to authorise the Shire President and the Chief Executive Officer to execute and, if necessary, affix the common seal of the Shire to any documentation required to effect sale of 14 Horley Street, Duranillin WA 6393, being lot 31 on Deposited Plan 141056 and being the whole of the land in certificate of Title Volume 1107 folio 571.

BACKGROUND:

An agenda item was presented to Council at the Ordinary Council Meeting held on 26 June 2025; however, the officer recommendation did not seek Council authority for the Shire President and Chief Executive Officer to execute all documents required to finalise the sale of 14 Horley Street, Duranillin WA 6393.

RESOLUTION OCM-2025-063

Moved: Cr Robyn Lubcke

Seconded: Cr Russell Prowse

That Council, pursuant to section 6.64(1)(b) of the Local Government Act 1995 (WA), proceed to sell 14 Horley Street, Duranillin WA 6393, being Lot 31 on Deposited Plan 141056 and being the whole of the land in Certificate of Title Volume 1107 Folio 571 (which has rates in arrears for 3 or more years), and recover the outstanding balance from the proceeds of the sale.

In Favour: Crs Neil Morrell, Adam Squires, Duncan South, Robyn Lubcke, and Russell Prowse Nil

[CARRIED: 5/0]

COMMENT:

John Hetherington of Raine & Horne Great Southern conducted an auction on Saturday 18 April 2026 at the Shire Admin Office for the sale of three blocks of land being 14 Horley Street, Duranillin WA 6393, 16 Horley Street, Duranillin WA 6393, and 17 Nangip Crescent, Darkan WA 6392. The two Duranillin blocks were sold on the day.

CONSULTATION:

AMPAC Debt Recovery

Palisade Corporate Law

Chief Executive Officer

Finance Officer

John Hetherington – Raine & Horne Great Southern

STATUTORY ENVIRONMENT:

Local Government Act 1995 (The Act)

Local Government (Financial Management) Regulations 1996 (Regulations)

Sections 6.64 and 6.75 of the Act and Regulations 72 to 78 govern the actions against landowners of rateable land to which rates have remained unpaid for more than three (3) years.

6.64. Actions to be taken

(1) If any rates or service charges which are due to a local government in respect of any rateable land have been unpaid for at least 3 years the local government may, in accordance with the appropriate provisions of this Subdivision take possession of the land and hold the land as against a person having an estate or interest in the land and —

- (a) from time to time lease the land; or
- (b) sell the land; or
- (c) cause the land to be transferred to the Crown; or
- (d) cause the land to be transferred to itself.

(2) On taking possession of any land under this section, the local government is to give to the owner of the land such notification as is prescribed and then to affix on a conspicuous part of the land a notice, in the form or substantially in the form prescribed.

(3) Where payment of rates or service charges imposed in respect of any land is in arrears the local government has an interest in the land in respect of which it may lodge a caveat to preclude dealings in respect of the land and may withdraw caveats so lodged by it.

6.68. Exercise of power to sell land

(1) Subject to subsection (2), a local government is not to exercise its power under section 6.64(1)(b) (in this Subdivision and Schedule 6.3 referred to as the power of sale) in relation to any land unless, within the period of 3 years prior to the exercise of the power of sale, the local government has at least once attempted under section 6.56 to recover money due to it.

(2) A local government is not required to attempt under section 6.56 to recover money due to it before exercising the power of sale where the local government —

- (a) has a reasonable belief that the cost of the proceedings under that section will equal or exceed the value of the land; or
- (b) having made reasonable efforts to locate the owner of the property is unable to do so.

(3A) A local government is to ensure that a decision to exercise a power of sale without having, within the period of 3 years prior to the exercise of the power of sale, attempted under section 6.56 to recover the money due to it and the reasons for the decision are recorded in the minutes of the meeting at which the decision was made.

(3) Schedule 6.3 has effect in relation to the exercise of the power of sale.

[Section 6.68 amended: No. 17 of 2009 s. 40.]

6.75. Land to be vested in local government

(1) Were, at the expiration of 12 years from the taking of possession of any rateable land by a local government under section 6.64 —

- (a) all rates and service charges due and payable in respect of the land have not been paid; and
- (b) the land has not, under the provisions of this Subdivision, been —
 - (i) sold by the local government; or

- (ii) transferred to the local government; or
- (iii) transferred to the Crown,

by operation of this section the fee simple in the land is to be transferred to the local government subject to —

- (c) easements in favour of the public which affect the land; and
- (d) the rights of the Crown in right of the State or Commonwealth or a department, agency, or instrumentality of the Crown in right of the State or Commonwealth; and
- (e) rates and taxes (other than local government rates and service charges) due on the land, but free from other encumbrances.

(2) Schedule 6.3 has effect in relation to a transfer under this section.

Section of the Act referenced:

- 6.64 Actions to be taken.
- 6.68 Exercise of power to sell land

Statewide public notice must be given of the sale of land for non-payment of rates or service charges, and the sale shall be conducted as a public auction as prescribed in form 5 of the Regulation [reg.75].

POLICY IMPLICATIONS:

F28 – Revenue Collection indicates that other courses of action should be taken to collect debt, which include the sale of land under s6.64 of the Local Government Act 1995.

FINANCIAL IMPLICATIONS:

Nil

STRATEGIC IMPLICATIONS:

Community Strategic Plan – West Arthur Towards 2031 provides

Leadership and management – inspirational, dynamic, transparent

Outcome 4.3 – Establish and maintain sound business and governance structures

Comply with regulations and best practice standards to drive good decision-making by Council and Staff.

RISK IMPLICATIONS:

Risk management is the removal of uncertainty from business decisions. Risk is expressed in terms of likelihood it may occur and the consequences that may flow from it. The consequences may be positive or negative or simply a deviation from the expected. The risk or consequence may be related to health and safety; financial; business or service interruption; compliance; reputation; or the environment. ***Reference to the risk matrix below will generate a risk rating by assessing the likelihood and consequence and multiplying these scores by each other.*** The greater the risk rating, the greater the risk and the higher the need for specific plans to be developed. All items with a risk rating greater than 10 should be added to the Risk Register and specific controls developed.

Risk Themes:

A risk theme is the categorising of risk. For example, the collection of risks that represent compliance failure. The risk themes in the shire Risk Register include:

- Business Disruption
- Community Disruption
- IT or Communications Failure
- External Threat or Fraud

- Misconduct
- Inadequate safety or security practices
- Inadequate project or change management
- Errors Omissions or Delays
- Inadequate Document Management Processes
- Inadequate supplier / contract management
- Providing inaccurate advice / information
- Ineffective Employment practices
- Compliance failure
- Inadequate asset management
- Inadequate engagement practices
- Ineffective facility or event management
- Inadequate environmental management

Risk Matrix:

Consequence Likelihood		Insignificant	Minor	Moderate	Major	Catastrophic
		1	2	3	4	5
Almost Certain	5	Medium (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Medium (8)	High (12)	High (16)	Extreme (25)
Possible	3	Low (3)	Medium (6)	Medium (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Medium (6)	Medium (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Medium (5)

Description of Key Risk	Failure to comply with legislative requirements poses financial, legal and reputational risks.
Risk Likelihood (based on history and with existing controls)	Likely (4)
Risk Consequence	Major (4)
Risk Rating (Prior to Treatment or Control): Likelihood x Consequence	High (16)
Principal Risk Theme	Compliance Requirement
Risk Action Plan (Controls or Treatment Proposed)	Control through regular review of outstanding rates and ongoing compliance with legislation and regulations.

VOTING REQUIREMENTS:Simple Majority

RESOLUTION OCM-2026-053

Moved: Cr Russell Prowse

Seconded: Cr Neil Morrell

That Council grant authority to the Shire President and Chief Executive Officer to execute and, if required, affix the common seal of the Shire to, all documentation necessary to effect the sale of 14 Horley Street, Duranillin WA 6393, being Lot 31 on Deposited Plan 141056 and the whole of the land comprised in Certificate of Title Volume 1107 Folio 571.

In Favour: Crs Karen Harrington, Duncan South, Neil Morrell, Graeme Peirce, Russell Prowse,
Natalie O'Neill, Helen Lubcke

Against: Nil

CARRIED 7/0

12.5 RATES WRITE OFF - FOREST PRODUCTS COMMISSION

File Ref:	A2693,A2692,A937,A514,A378
Location:	Nil
Applicant:	Nil
Author:	Rajinder S Sunner, Manager Corporate Services
Authorising Officer:	Vin Fordham Lamont, Chief Executive Officer
Date:	21/05/2026
Disclosure of Interest:	Nil
Attachments:	1. FPC Letter Local Govt Rates 2025-26 and 2026-27

SUMMARY:

The purpose of this report is for the Council to consider writing off rates, Emergency Services Levy and interest raised on properties owned by the Forest Products Commission (FPC).

BACKGROUND:

The Forest Products Commission owns six freehold properties within the Shire. Rates totalling \$34,662.32 were levied this financial year and remain unpaid. ESL payments and interest totalling \$1,458.69 are also outstanding, with the current total outstanding being \$36,420.81.

The Forest Products Commission has identified under the *Forest Products Act 2000* s43(2) that it is legally exempt from paying rates to local governments for unleased freehold land and is required instead, under s43(4) to pay a rates equivalent amount directly to the Treasurer each year.

COMMENT:

In the past, the Forest Products Commission has contributed to the rate base of each local government which has in turn paid for the maintenance and construction of roads, the maintenance and development of each of the towns located in the local government, and its operating costs which include amongst a myriad of responsibilities; rubbish tips, community events, medical services, Department of Transport licensing and early learning for children in the 0 to 4 age group, to name just a few.

The Forest Products Commission has historically paid rates directly to local governments in which its plantations are located. However, in September 2025, it identified under the *Forest Products Act 2000* s43(2) that it is legally exempt from paying rates to local governments for unleased land and is required instead, under s43(4) to pay a rates equivalent amount directly to the Treasurer each year. The Treasurer, under s43(6) determines the amount and the timing of these payments.

CONSULTATION:

The Shire of West Arthur, in partnership with the local governments who make up the Warren Blackwood Alliance, as well as the Shire of Cranbrook, has publicly acknowledged the short-term and long-term impact of Forest Products Commission's (FPC) non-payment of rates to local governments.

The impact of the decision was communicated to the Hon Jackie Jarvis MLC, Minister for Agriculture and Food; Fisheries; Forestry; Small Business; Mid- West, by the group in a meeting held with her in January 2026.

STATUTORY ENVIRONMENT:

Section 6.12(1)(c) of the *Local Government Act 1995* states that a local government can write off any amount of money which is owed to the local government.

Section 6.39(2) of the *Local Government Act 1995* states that a local government is required to amend a rate record for the current financial year to ensure that the information contained in the record is current and correct and that the record is in accordance with the Act.

The power to write off debts under the *Local Government Act 1995* only applies to amounts owing to the local government (i.e. rates, fees and charges). The Emergency Services Levy is statutorily excluded because it is collected on behalf of the State.

POLICY IMPLICATIONS:

Council Policy F28 – Revenue Collection, provides guidance in the collection of all outstanding revenues owed to the Shire to ensure timely cash flow and to minimise bad debts.

FINANCIAL IMPLICATIONS:

The total amount of rates and interest to be written off (excluding ESL and ESL Interest) is \$35,972.49.

The Forest Products Commission has offered a sponsorship amount of \$60,000 in recognition of the loss of rates for 2025/26 and 2026/27.

STRATEGIC IMPLICATIONS:

Community Strategic Plan – West Arthur Towards 2031

Leadership and management – inspirational, dynamic, transparent

Outcome 4.3 – Establish and maintain sound business and governance structures

Comply with regulations and best practice standards to drive good decision-making by Council

RISK IMPLICATIONS:

Risk management is the removal of uncertainty from business decisions. Risk is expressed in terms of likelihood it may occur and the consequences that may flow from it. The consequences may be positive or negative or simply a deviation from the expected. The risk or consequence may be related to health and safety; financial; business or service interruption; compliance; reputation; or the environment. ***Reference to the risk matrix below will generate a risk rating by assessing the likelihood and consequence and multiplying these scores by each other.*** The greater the risk rating, the greater the risk and the higher the need for specific plans to be developed. All items with a risk rating greater than 10 should be added to the Risk Register and specific controls developed.

Risk Themes:

A risk theme is the categorising of risk. For example, the collection of risks that represent compliance failure. The risk themes in the shire Risk Register include:

- Business Disruption
- Community Disruption
- IT or Communications Failure
- External Threat or Fraud
- Misconduct
- Inadequate safety or security practices
- Inadequate project or change management

- Errors Omissions or Delays
- Inadequate Document Management Processes
- Inadequate supplier / contract management
- Providing inaccurate advice / information
- Ineffective Employment practices
- Compliance failure
- Inadequate asset management
- Inadequate engagement practices
- Ineffective facility or event management
- Inadequate environmental management

Risk Matrix:

Consequence Likelihood		Insignificant	Minor	Moderate	Major	Catastrophic
		1	2	3	4	5
Almost Certain	5	Medium (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Medium (8)	High (12)	High (16)	Extreme (25)
Possible	3	Low (3)	Medium (6)	Medium (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Medium (6)	Medium (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Medium (5)

Description of Key Risk	Non-compliance with legislative requirements may result in financial, legal and reputational risk.
Risk Likelihood (based on history and with existing controls)	Almost Certain (5)
Risk Consequence	Moderate (3)
Risk Rating (Prior to Treatment or Control): Likelihood x Consequence	High (15)
Principal Risk Theme	Regulatory compliance
Risk Action Plan (Controls or Treatment Proposed)	Manage this risk through regular reviews of outstanding rates and ongoing legislative compliance.

VOTING REQUIREMENTS:

Absolute Majority

RESOLUTION OCM-2026-054

Moved: Cr Helen Lubcke
 Seconded: Cr Duncan South

That Council:

1. Write off the following outstanding rates and rates interest totalling \$35,972.49, outstanding as of 30 April 2026:

Assessment	Rates	Rates Interest	Totals 30 April 26
A2693 - Trigwell Bridge Road, Trigwell WA 6244	8,775.85	331.71	9,107.56
A2692 - 285 Bowelling McAlinden Road, Bowelling WA 6225	8,749.91	330.73	9,080.64
A937 - 1587 Bowelling McAlinden Road, Trigwell WA 6225	6,818.30	257.73	7,076.03
A514 - Lot 20 Craigie Road, Trigwell WA 6244	977.34	36.94	1,014.28
A378 - 80 Weir West Road, Moodiarrup WA 6393	9,340.92	353.06	9,693.98
Totals	34,662.32	1,310.37	35,972.49

2. Apply to the Department of Fire and Emergency Services to write off the following Emergency Services Levies and Emergency Services Levy Interest totalling \$448.32, outstanding as of 30 April 2026:

Assessment	ESL	ESL Interest	Totals 30 April 26
A2693 - Trigwell Bridge Road, Trigwell WA 6244	108.00	4.08	112.08
A269 - 285 Bowelling McAlinden Road, Bowelling WA 6225	108.00	4.08	112.08
A937 - 1587 Bowelling McAlinden Road, Trigwell WA 6225	108.00	4.08	112.08
A514 - Lot 20 Craigie Road, Trigwell WA 6244	108.00	4.08	112.08
A378 - 80 Weir West Road, Moodiarrup WA 6393			
Totals	432.00	16.32	448.32

In Favour: Crs Karen Harrington, Duncan South, Neil Morrell, Graeme Peirce, Russell Prowse,
 Natalie O'Neill, Helen Lubcke

Against: Nil

CARRIED BY ABSOLUTE MAJORITY 7/0



Your Ref:
Our Ref: 772FP
Enquiries: Natalie Johannes
Phone: (08) 9363 4600
Email: accounts.payble@fpc.wa.gov.au

Mr Vin Lamont
Chief Executive Officer
Shire of West Arthur
31 Burrowes Street
Darkan WA 6392

20 March 2026

By Email: ceo@westarthur.wa.gov.au

Dear Mr Lamont

LOCAL GOVERNMENT RATES

I am writing to follow up regarding the payment of rates on freehold properties held by the Forest Products Commission (FPC).

Under section 43 of the *Forest Products Act 2000*, land held by the Forest Products Commission (FPC) is not rateable land for the purposes of the *Local Government Act 2000*. Instead, the FPC is required to pay the Treasurer an amount equivalent to the sum of all local government rates and charges that the Commission would have been liable to pay.

To support local government services over the period 2025-26 and 2026-27, the FPC offers to contribute a sponsorship amount of \$60,000 to the Shire of West Arthur. Could you please complete the **attached** EFT Payment Authorisation form to facilitate the payment and return by email to accounts.payble@fpc.wa.gov.au

Beyond this period, the FPC would like to continue supporting services provided by the Shire that have a direct benefit to the plantation industry. I would appreciate your feedback to identify and discuss these opportunities.

Yours sincerely

Stuart West
CHIEF EXECUTIVE OFFICER

Enc. Form FPC7 Bank Account Advice Form – EFT Payment Authorisation

Perth Office

Level 7, East Point Plaza, 233 Adelaide Terrace, Perth Western Australia 6000
Locked Bag 888, Perth Business Centre, Western Australia 6849
Phone: (08) 9363 4600 | ABN 69 101 683 074

www.fpc.wa.gov.au

OFFICIAL



Form FPC7
BANK ACCOUNT ADVICE FORM – EFT PAYMENT AUTHORISATION

OFFICIAL



fpc Forest Products
 Commission

**Attention: ADMINISTRATION OFFICER
 FOREST PRODUCTS COMMISSION**

Please arrange to have all payments paid into the following bank, credit union or building society:

Name of bank, credit union or building society:	
Address of branch where account is held:	
Name in which account is held:	
BSB number:	-
Account number:	
Email address for remittance advice:	
Australian Business Number (ABN):	- - -

CONDITIONS OF AGREEMENT

- Should any of the above particulars alter notification will be provided to FPC.
- FPC will accept this advice as proper authority to make payment directly into your accounts as specified above.
- FPC will not be responsible for any delays in the banking system.
- The bank account details supplied comply with all applicable laws.
- This authority supersedes all previous advice.

Company name:	
Name & title of authorised officer:	
Contact address & phone number:	
Signature (manual signature required):	☒
Date:	/ /

Action Record – FPC Finance Use only			
Date received	/ /		
Input:	/ /	By:	☒
Checked:	/ /	By:	☒

Version control: V04/December2020
 Authority: Director Finance
 Custodian: Financial Controller
 Security classification: Staff in confidence
 Uncontrolled when printed

OFFICIAL

Page 1 of 1

13 WORKS AND SERVICES

13.1 DARKAN SWIMMING POOL EXTENDED CONTRACT 2026 - 2027 SEASON

File Ref:	ADM953
Location:	No applicable
Applicant:	Not applicable
Author:	Gary Rasmussen, Manager Works and Services
Authorising Officer:	Vin Fordham Lamont, Chief Executive Officer
Date:	21/05/2026
Disclosure of Interest:	Nil
Attachments:	1. Updated Proposal (Confidential)

BACKGROUND:

The Shire of West Arthur and **Contract Aquatics** entered into a two-year agreement on 4 October 2024 for the management of the Darkan Swimming Pool, with the contract term commencing **21 October 2024** and ending **30 September 2026**.

The contract includes an extension option which requires:

- extension discussions by **31 March 2026**; and
- written agreement to exercise the extension option by **30 April 2026**.

At the March 2026 Councillor briefing, Councillors supported renewing the contract on the same conditions and asked whether the contractor could reduce the price. The contractor subsequently provided a revised proposal, including changes to conditions and pricing (Attachment 1).

COMMENT:

The revised proposal (Attachment 1) would enable the Shire to continue operating the facility with a contracted specialist operator while maintaining key community expectations around service continuity and safety compliance. The proposal also:

- maintains early-morning swim sessions on four days per week;
- reduces the overall season length; and
- introduces an additional fee for delivery of the VacSwim program

Operational considerations:

- Continued use of an experienced pool operator supports compliance with public aquatic facility operational requirements and reduces the risk of unplanned closure due to staffing/competency shortages.
- The revised season length and VacSwim charging arrangements will require clear communications to users and alignment with the Shire's annual Fees & Charges / program planning.

Options:

- Approve the extension/variation in accordance with Attachment 1 (recommended) – continuity of service and certainty for the 2026–2027 season.
- Do not approve and require staff to test the market – likely to compress procurement timeframes, risk delayed opening/shortened season, and increase the risk of no conforming offers.

CONSULTATION:

Senior Shire Team Members

STATUTORY ENVIRONMENT:

Health (Aquatic Facilities) Regulations 2007 (WA) (public aquatic facilities):

- A person must not rate an aquatic facility unless a **certificate of compliance** is in force covering the facility.
- A person must not operate an aquatic facility of a particular class unless the operator holds a **permit to operate** for that class (or higher).
- The WA Department of Health notes aquatic facilities are bound by the relevant Code of Practice and compliance oversight.

POLICY IMPLICATIONS:

Nil

FINANCIAL IMPLICATIONS:

- Costs are to be accommodated within the 2026–2027 operating budget for pool operations (or via budget adjustment if required).
- Any incremental VacSwim costs should be offset by program funding arrangements and/or recovered through program fees, depending on the quote conditions and the Shire's adopted fees/charges settings.

STRATEGIC IMPLICATIONS:

The Darkan Swimming Pool supports community health, recreation and social connection. Continuing a contracted management model:

- supports ongoing provision of a key community facility and associated wellbeing outcomes;
- supports safe and compliant pool operations through an experienced operator model; and
- provides greater service continuity and planning certainty for the 2026–2027 season.

RISK IMPLICATIONS:

Risk management is the removal of uncertainty from business decisions. Risk is expressed in terms of likelihood it may occur and the consequences that may flow from it. The consequences may be positive or negative or simply a deviation from the expected. The risk or consequence may be related to health and safety; financial; business or service interruption; compliance; reputation; or the environment. ***Reference to the risk matrix below will generate a risk rating by assessing the likelihood and consequence and multiplying these scores by each other.*** The greater the risk rating, the greater the risk and the higher the need for specific plans to be developed. All items with a risk rating greater than 10 should be added to the Risk Register and specific controls developed.

Risk Themes:

A risk theme is the categorising of risk. For example, the collection of risks that represent compliance failure. The risk themes in the shire Risk Register include:

- Business Disruption
- Community Disruption
- IT or Communications Failure
- External Threat or Fraud
- Misconduct
- Inadequate safety or security practices
- Inadequate project or change management

- Errors Omissions or Delays
- Inadequate Document Management Processes
- Inadequate supplier / contract management
- Providing inaccurate advice / information
- Ineffective Employment practices
- Compliance failure
- Inadequate asset management
- Inadequate engagement practices
- Ineffective facility or event management
- Inadequate environmental management

Risk Matrix:

Consequence		Insignificant	Minor	Moderate	Major	Catastrophic
Likelihood		1	2	3	4	5
Almost Certain	5	Medium (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Medium (8)	High (12)	High (16)	Extreme (25)
Possible	3	Low (3)	Medium (6)	Medium (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Medium (6)	Medium (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Medium (5)

Description of Key Risk	Failure to secure a suitably qualified operator and compliant operating arrangements for the 2026–2027 season may result in delayed opening or closure of the Darkan Swimming Pool, non-compliance with aquatic facility regulatory requirements, and community/reputational impacts.
Risk Likelihood (based on history and with existing controls)	Possible (3)
Risk Consequence	Major (4)
Risk Rating (Prior to Treatment or Control): Likelihood x Consequence	Extreme (12)
Principal Risk Theme	Ineffective facility or event management / Compliance failure / Inadequate supplier–contract management (select primary)
Risk Action Plan (Controls or Treatment Proposed)	Approve and document contract extension/variation in writing consistent with contract term.

VOTING REQUIREMENTS:Simple Majority

RESOLUTION OCM-2026-055

Moved: Cr Natalie O'Neill

Seconded: Cr Russell Prowse

That Council:

1. **Approve** the extension of the Darkan Swimming Pool management contract with Contract Aquatics for the 2026–2027 season (1 year), in accordance with the revised proposal in Attachment 1.
2. **Authorise** the Chief Executive Officer to execute all documents and agree any minor, non-material administrative amendments necessary to give effect to this resolution, provided such amendments do not increase the total consideration beyond the approved amount or alter the core service scope without further Council approval.

In Favour: Crs Karen Harrington, Duncan South, Neil Morrell, Graeme Peirce, Russell Prowse,
Natalie O'Neill, Helen Lubcke

Against: Nil

CARRIED 7/0

CONFIDENTIAL ATTACHMENT
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14 REGULATORY SERVICES

14.1 APPOINTMENT OF DUAL BUSH FIRE CONTROL OFFICERS - REQUESTS FROM OTHER SHIRES

File Ref:	Amy to provide
Location:	Not applicable
Applicant:	Not applicable
Author:	Vin Fordham Lamont, Chief Executive Officer
Authorising Officer:	Vin Fordham Lamont, Chief Executive Officer
Date:	11/05/2026
Disclosure of Interest:	Nil
Attachments:	1. Dual Registered Fire Control Officer - Shire of Boyup Brook 2. Dual Registered Fire Control Officer - Shire of Williams 3. Dual Registered Fire Control Officer - Shire of Wagin

SUMMARY:

Council is requested to consider and, if supported, appoint Bush Fire Control Officers from neighbouring local governments as dual Bush Fire Control Officers for the Shire of West Arthur, to strengthen operational coverage, capacity, and continuity of bush fire management functions across boundary areas.

BACKGROUND:

Council has received written requests seeking the appointment of certain experienced Bush Fire Control Officers from the Shires of Wagin, Williams and Boyup Brook respectively to act as dual Bush Fire Control Officers for the Shire of West Arthur (refer Attachments).

Under section 38 of the *Bush Fires Act 1954*, a local government may appoint such persons as it thinks necessary to be its bush fire control officers for the purposes of the Act. The proposed arrangements are intended to provide:

- improved coverage during periods of absence/unavailability of local officers;
- strengthened incident readiness and surge capability;
- consistent cross-boundary operational coordination where brigades and incidents interact near local government borders.

COMMENT:

Section 38(1) provides that a local government may appoint persons as its bush fire control officers and determines seniority among them (including Chief/Deputy). This item seeks appointment as BFCOs (dual appointments); it does not alter existing Chief/Deputy arrangements unless explicitly stated in the attached requests.

Following appointment, the local government must ensure notice of appointment is published at least once in a newspaper circulating in its district. Additionally, a bush fire control officer must be issued a certificate of appointment by the appointing local government.

A Bush Fire Control Officer is a delegated representative of the local government with responsibilities under the *Bush Fires Act 1954* and associated operational duties (incident control, fire prevention compliance, local knowledge, leadership, etc.).

The Chief Bush Fire Control Officer and the CEO believe that the persons recommended for appointments as dual bush fire control officers in the attached correspondence have the necessary training, experience, local knowledge and incident management capability to fulfill the requirements of the appointments.

The appointed dual FCOs, like the Shire of West Arthur's own appointed bush fire control officers have jurisdiction within the Shire of West Arthur.

CONSULTATION:

Chief Bush Fire Control Officer
Community Emergency Services Manager

STATUTORY ENVIRONMENT:

Bush Fires Act 1954 (WA):

- s38(1) – appointment power.
- s38(2A) – newspaper notice requirement.
- s38(2E) – certificate of appointment.

POLICY IMPLICATIONS:

Nil

FINANCIAL IMPLICATIONS:

Minor cost to publish the required newspaper notice(s), which has been budgeted for as part of the review and drafting of local laws.

STRATEGIC IMPLICATIONS:

Shire Of West Arthur Strategic Community Plan 2021-2031

Theme: Community – Safe, Friendly and Inclusive

Outcome: A safe place to work, live and visit

RISK IMPLICATIONS:

Risk management is the removal of uncertainty from business decisions. Risk is expressed in terms of likelihood it may occur and the consequences that may flow from it. The consequences may be positive or negative or simply a deviation from the expected. The risk or consequence may be related to health and safety; financial; business or service interruption; compliance; reputation; or the environment. ***Reference to the risk matrix below will generate a risk rating by assessing the likelihood and consequence and multiplying these scores by each other.*** The greater the risk rating, the greater the risk and the higher the need for specific plans to be developed. All items with a risk rating greater than 10 should be added to the Risk Register and specific controls developed.

Risk Themes:

A risk theme is the categorising of risk. For example, the collection of risks that represent compliance failure. The risk themes in the shire Risk Register include:

- Business Disruption
- Community Disruption
- IT or Communications Failure
- External Threat or Fraud
- Misconduct
- Inadequate safety or security practices
- Inadequate project or change management
- Errors Omissions or Delays
- Inadequate Document Management Processes

- Inadequate supplier / contract management
- Providing inaccurate advice / information
- Ineffective Employment practices
- Compliance failure
- Inadequate asset management
- Inadequate engagement practices
- Ineffective facility or event management
- Inadequate environmental management

Risk Matrix:

Consequence Likelihood		Insignificant	Minor	Moderate	Major	Catastrophic
		1	2	3	4	5
Almost Certain	5	Medium (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Medium (8)	High (12)	High (16)	Extreme (25)
Possible	3	Low (3)	Medium (6)	Medium (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Medium (6)	Medium (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Medium (5)

Description of Key Risk	Loss of life or property as a result of not having enough bush fire control officers
Risk Likelihood (based on history and with existing controls)	Possible (3)
Risk Consequence	Catastrophic (5)
Risk Rating (Prior to Treatment or Control): Likelihood x Consequence	High (15)
Principal Risk Theme	Community Disruption
Risk Action Plan (Controls or Treatment Proposed)	Appoint dual bush fire control officers as per officer recommendation

VOTING REQUIREMENTS:

Simple Majority

RESOLUTION OCM-2026-056

Moved: Cr Duncan South

Seconded: Cr Graeme Peirce

That Council:

1. Pursuant to section 38(1) of the *Bush Fires Act 1954* (WA), appoint the following persons as Bush Fire Control Officers (BFCOs) for the Shire of West Arthur (dual appointments), for the purposes of the Act:
 - Kieran Power [McAlinden Brigade], Shire of Boyup Brook.
 - Justin Duff [Tarwonga Brigade], Shire of Williams.
 - Shaun Robinson [Wedgicarrup Brigade], Shire of Wagin
2. Set the term of appointment as 1 July 2026 until revoked by Council.
3. Note that the Shire must publish notice of these appointments at least once in a newspaper circulating in the district.
4. Authorise the Chief Executive Officer to implement the appointments by:
 - a. arranging the newspaper notice(s) required by section 38(2A);
 - b. issuing certificates of appointment;
 - c. completing any administrative actions necessary to give effect to the appointments (including notifying relevant internal officers/brigades and updating contact lists/operational call-out registers).

In Favour: Crs Karen Harrington, Duncan South, Neil Morrell, Graeme Peirce, Russell Prowse, Natalie O'Neill, Helen Lubcke

Against: Nil

CARRIED 7/0



Shire of Boyup Brook

Mr. Vin Fordham Lamont
Chief Executive Officer
Shire of West Arthur
31 Burrows Street
DARKAN WA 6392

20 April 2026

Dear Vin,

RE: APPOINTMENT OF DUAL FIRE CONTROL OFFICERS 2026/2027

The Shire of Boyup Brook formally requests your approval to appoint the following Dual Fire Control Officer with the Shire of West Arthur for the 2026/2027 fire season:

Brigade	Officer	Mobile	Call Sign
McAlinden	Kieran Power	0488 433 221	McAlinden 1

This appointment is intended to facilitate cross-border cooperation and ensure effective fire management between our neighbouring Shires.

If you require any further information regarding this request, please do not hesitate to contact Donna Forsyth, Emergency Services Officer, on (08) 9765 1200.

Yours faithfully,

Leonard Long
Chief Executive Officer
Shire of Boyup Brook



country choice

Abel Street
PO Box 2
BOYUP BROOK
WA 6244

Phone:
08 9765 1200

Facsimile:
08 9765 1592

E-mail:
shire@boyupbrook.wa.gov.au

www.boyupbrook.wa.com.au

ABN: 95 583 688 034



SHIRE OF WILLIAMS



9 Brooking St
PO Box 96
WILLIAMS WA 6391



(08) 9885 1005



www.williams.wa.gov.au
shire@williams.wa.gov.au

CASHIER HOURS
8:00am - 4:30pm
MONDAY - FRIDAY

24 April 2026

Mr Vin Fordham Lamont
Chief Executive Officer
Shire of West Arthur
PO Box 112
WEST ARTHUR WA 6392

Dear Vin,

Dual Registered Fire Control Officers Appointments – 2026/27

The Shire of Williams would like to nominate Justin Duff as a dual registered Fire Control Officer for your Shire for the 2026/27 fire season.

I trust that you will agree to this request.

Yours faithfully,

Peter Stubbs

Chief Executive Officer

ADMINISTRATION CENTRE
2 Arthur Road, WAGIN W.A
PO Box 200, WAGIN 6315



Telephone: (08) 9861 1177
Facsimile: (08) 9861 1204
Website: www.wagin.wa.gov.au
Email: shire@wagin.wa.gov.au

ES.VO.1

V Fordham Lamont
31 Burrowes St
Darkan WA 6392

Dear Vin,

RE: DUAL FIRE CONTROL OFFICERS 2026/2027

We would like to advise our Dual Fire Control Officers nominated at the recent BFAC meeting

I can confirm that the committee approved S Robinson, as dual officer for the Shire of West Arthur.

Please feel free to contact our Community Liaison Officer, Donna George, if you have any questions.

Yours sincerely

Dr Kenneth Parker
CHIEF EXECUTIVE OFFICER

30 April 2026

Cr Russell Prowse left the meeting at 8.26pm, and Cr Helen Lubcke left the meeting at 8.27pm.

14.2 DEVELOPMENT APPLICATION - PROPOSED METEOROLOGICAL MONITORING MAST

File Ref:	A935
Author:	Joe Douglas, Planning Consultant
Authorising Officer:	Vin Fordham Lamont, Chief Executive Officer
Date:	20/05/2026
Disclosure of Interest:	Nil
Location:	Lot 1 on Diagram 99760 Bokal Road North, Bokal
Applicant:	Acciona Energy Australia Global Pty Ltd
Owner:	SM & MG Goss
Proposal:	Construction and temporary use of a proposed meteorological monitoring mast
Attachments:	1. Development Application Documentation & Plans (under separate cover) 2. Copy of Submissions Received During Public Advertising (under separate cover)

SUMMARY:

This report recommends Council grant conditional approval to a development application received for the construction and temporary use of a proposed meteorological monitoring mast on Lot 1 on Diagram 99760 Bokal Road North, Bokal.

BACKGROUND:

The applicant has submitted a development application requesting Council's approval for the construction and use of a proposed meteorological monitoring mast on Lot 1 on Diagram 99760 Bokal Road North, Bokal for a period of up to five (5) years.

The proposed mast will be constructed to monitor wind speed and direction to help determine the suitability of the immediate locality for generating wind power and inform the design layout for the future proposed Bellwether Wind Farm.

The proposed mast will have an overall height of approximately 123.5 metres above natural ground level with setbacks greater than 50 metres to all designated lot boundaries. It will be constructed using steel lattice framework on concrete footings and occupy a total area of approximately two (2) hectares including all associated guy wires and anchor blocks.

Specific details of the proposed development, including documentation and plans, are provided in Attachment 1.

Lot 1 comprises a total area of approximately 186.72 hectares and is located approximately 10 kilometres south-east of the Darkan townsite in the locality of Bokal.

The subject land is gently sloping throughout, contains superficial natural drainage lines in various locations, and has historically been developed and used for extensive agricultural purposes (i.e. broadacre cropping and grazing) including various associated improvements. It is significant to note there are no dwellings on

the subject land with the nearest dwelling located approximately 3.3 kilometres to the north of where the proposed new meteorological monitoring mast will be sited.

Soils on that part of the land where the mast will be constructed appear suitable and capable of accommodating the proposed development with little to no risk of subsidence, landslip or soil erosion. It should also be noted no native vegetation clearing works are required to accommodate the proposed development.

Lot 1 has direct frontage and access to Bokal Road North along its western boundary which is a local road under the care, control and management of the Shire that has been constructed to a basic rural standard (i.e. an 11 metre wide unsealed road carriageway). Access to/from the land is provided via an unsealed crossover within the adjoining road reserve to the west that appears to have been constructed in a location and alignment that provides safe and convenient access for all vehicle types including those associated with the proposed development.

Lot 1 has not been identified as priority agricultural land, is not subject to inundation or flooding during extreme storm events and does not contain any buildings or places of cultural heritage significance. Whilst portions of the property have been designated by the Fire and Emergency Services Commissioner as being bushfire prone including the site of the proposed mast, the development is not habitable in nature and will not adversely impact or increase the potential bushfire risk in the immediate locality once construction has been completed. As such the requirements of State Planning Policy 3.7 entitled 'Bushfire' and the associated guidelines are not applicable.

Immediately adjoining and other nearby land uses are all agricultural in nature (i.e. broadacre cropping and grazing). It is significant to note the proposed development is well removed from all existing certified and uncertified aerodromes in the district and will not therefore have any negative impacts on controlled or designated airspace.

COMMENT:

Lot 1 is classified 'Rural' zone in the Shire of West Arthur Local Planning Scheme No.2 (LPS2).

The stated objectives in LPS2 for the development and/or use of any land classified 'Rural' zone are as follows:

- i) *To ensure the continuation of broad-hectare agriculture as the principal land use in the district, encouraging where appropriate the retention and expansion of agricultural activities;*
- ii) *To provide for intensive agricultural uses and diversified farming which retain the rural character and amenity of the locality, and which are consistent with land suitability;*
- iii) *To help protect rural land from land degradation and further loss of biodiversity by:*
 - *minimising clearing of remnant vegetation;*
 - *encouraging retention and protection of remnant vegetation;*
 - *encouraging development and protection of vegetation corridors;*
 - *encouraging development of sustainable surface and sub-surface drainage works;*
 - *encouraging rehabilitation of salt-affected land;*
 - *encouraging soil conservation through land management measures; and*
 - *encouraging identification and protection of wetlands;*
- iv) *To consider non-rural uses where they can be shown to be of benefit to the district and not detrimental to the natural resources or the environment;*
- v) *To allow for facilities for tourists and travellers, and for recreation uses; and*
- vi) *To have regard to use of adjoining land at the interface of the rural zone with other zones to avoid adverse effects on local amenities.*

A meteorological monitoring mast is a use not specifically referred to in the Zoning Table of LPS2 and must therefore be considered and determined in accordance with clause 4.4.2 of the Scheme. As such, Council must determine whether the proposed development:

- a) is consistent with the objectives of the 'Rural' zone and is therefore a use that may be permitted in the zone subject to any conditions considered relevant; or
- b) may be consistent with the objectives of the 'Rural' zone and advertise the application for public comment in accordance with the procedural requirements of the Deemed Provisions of the *Planning and Development (Local Planning Schemes) Regulations 2015*; or
- c) is not consistent with the objectives of the 'Rural' zone and is therefore not permitted in the zone.

Having regard for:

- i) the small area to be occupied by the proposed development (i.e. approximately 2 hectares) and the fact it will not compromise the continuation of broad-hectare agriculture as the principal land use in the district;
- ii) the relatively minor scale of the proposed development with no vegetation clearing and minimal earthworks and surface drainage works required;
- iii) the fact no express objections were raised by any government agencies, immediately adjoining or other nearby landowners, and the local community more broadly during the mandatory 28 day public consultation process;
- iv) the applicant's commitment to safe work practices and environmental and emergency management as demonstrated by the comprehensive documentation submitted in support of the application;
- v) Shire's ability to address fire safety concerns in accordance with the *Bush Fires Act 1954*, the Shire of West Arthur Annual Bushfire Notice and a condition/s of development approval (e.g. liaison with the Shire's Chief Fire Control Officer prior to the commencement of development and implementation of all measures proposed in the Safe Work Method Statement, Emergency Management Procedure and Health, Safety and Environmental Management Plan submitted in support of the application); and
- vi) the beneficial contribution the proposed development will have in facilitating the current transition to renewable energy sources and the long term development and growth of the local and State economy,

it is concluded the proposal is consistent with the objectives of the subject land's current 'Rural' zoning classification and is therefore a use that may be permitted within the zone subject to any conditions Council considers appropriate.

The application has been assessed with due regard for the specific objectives and standards of the Shire's local planning framework including LPS2 and all relevant local planning policies, the Deemed Provisions of the *Planning and Development (Local Planning Schemes) Regulations 2015* and the outcomes from public advertising including advice received from the Civil Aviation Safety Authority and the Department of Water and Environmental Regulation. This assessment has confirmed the proposal is compliant or capable of compliance with the following relevant requirements:

- The general aims and objectives of LPS2 including those specific to all land classified 'Rural' zone;
- Land capability and land use compatibility including the continuation of broadacre agricultural activity;
- Lot boundary setbacks;
- Amenity of the locality including potential environmental, visual and social impacts;
- Protection of the natural environment, water resources and cultural heritage significance;
- Vehicle access and parking;
- Aviation safety; and
- Bushfire, flood risk and stormwater drainage management.

Council should also note the following key points when considering and finally determining the application:

1. The proposed mast will not give rise to any noise and air emissions (gases, dust and odours) once construction has been completed. As such there is no need to consider the requirements of State Planning Policy 4.1 entitled 'Industrial Interface' or the Environmental Protection Authority's Guidance Statement No.3 entitled 'Separation Distances between Industrial and Sensitive Land Uses'.
2. All works associated with the proposed development will be undertaken over an eight (8) to ten (10) day period using a small construction workforce who will be accommodated off-site and travel to site on a daily basis. Given the proposed works are temporary in nature, the applicant must comply with the requirements of the *Public Health Act 2016* and associated guidelines for the management of public health risks associated with temporary toilets in Western Australia which is acknowledged in the application documentation. A suitable advice note is however recommended for inclusion in any development approval that may ultimately be granted by Council to remind the applicant of this requirement and need to comply.
3. No personnel will be on site during operation of the proposed mast. As such the need for ongoing access to the proposed development for routine maintenance purposes during the operational phase is expected to be minimal.
4. The local road network is considered to be suitable and capable of supporting all heavy and light vehicle movements required during the construction and operational phases of the proposed development with the largest heavy vehicle to be used (i.e. a semi-trailer) not expected to have a general mass limit greater than 22.5 tonnes which is consistent with the Restricted Access Vehicle (RAV) ratings applicable to the local road network.
5. The applicant has also confirmed as follows:
 - There will be minimal disturbance to the site during the construction phase, with appropriate measures to be taken to ensure the stabilisation of topsoil and appropriate management of erosion and drainage;
 - Future Engineering and Communication Pty Ltd will undertake all the proposed construction works on behalf of the applicant in accordance with the Safe Work Method Statement, Emergency Management Procedure and Health, Safety and Environmental Management Plan submitted in support of the application which will be reviewed regularly and updated if/when required;
 - Waste management will be undertaken in accordance with Part 5 of the Shire's *Animal's Environment and Nuisance Local Law 2024*. Temporary toilets will be provided on site to capture waste which will be disposed of at an appropriate facility;
 - Machinery and equipment will be stored on the land during construction within a temporary laydown area; and
 - The work site will contain directional and safety signage and be demarcated using appropriate barricading to prevent unauthorised access.
6. The Aviation Impact Assessment report submitted in support of the application and advice received from the Civil Aviation Safety Authority (CASA) and Airservices Australia confirmed the following:
 - a) The proposed mast will not affect any sector or circling altitude, nor any instrument approach or departure procedure at any aerodrome or any air routes;
 - b) The proposed mast will not have any negative impacts on Airservices Precision/Non-Precision Navigation Aids, Anemometers, HF/VHF/UHF Communications, A-SMGCS, Radar, PRM, ADS-B, WAM or Satellite/Links;

- c) The mast structure should be constructed with alternating markings for at least the top third of the mast (i.e. alternating contrasting bands of colour);
- d) Marker balls or high visibility flags/sleeves should be installed on the upper third of the outside guy wires to improve the mast's visibility for the benefit of aircraft operators;
- e) Guy wire ground attachment points should be constructed using contrasting colours to the surrounding ground/vegetation;
- f) Low intensity obstacle lighting is recommended due to the potential for day time low level aerial agricultural flying, and during poor light and/or dusk however there is no regulatory requirement to provide obstacle lighting on the proposed Mast 8 that is not within the vicinity of an aerodrome; and
- g) Details of the mast's coordinates and elevation should be provided to Airservices Australia by the applicant for possible inclusion in an obstacle database maintained by that agency and publication on aeronautical charts.

Given Council has historically imposed conditions on previous development approvals granted for masts of this type requiring the installation of suitable markings and the provision of suitable information to Airservices Australia, it is considered reasonable to again do so in this case. The installation of low intensity obstacle lighting has not been a requirement of any previous development approvals granted by Council given advice previously received from CASA confirming it is not mandatory.

- 7. Having regard for advice contained in the submission received from Airservices Australia the Shire referred the application to the Bureau of Meteorology to determine if the proposed activity will affect its weather monitoring equipment. Given the Bureau has not responded it is reasonable to conclude it has no concerns or objections in this regard.
- 8. Whilst the proposed development is likely to have a minor negative visual impact on the immediate locality due to the height of the proposed mast in its rural landscape setting and the various markings and visibility devices recommended by the Aviation Impact Assessment and CASA, this impact must be balanced with the benefits the mast will have when planning for the future proposed wind farm. In this case it is contended the benefits outweigh the minor negative visual impact expected to arise which it should be noted is not permanent given the proposed development only has a lifespan of up to five (5) years and was not identified as an issue of concern during the 28 day public advertising process.
- 9. The proposed development is generally consistent with the objectives of the State Planning Strategy and State Energy Transformation Strategy in terms of ensuring the delivery of secure, reliable, sustainable and affordable electricity that meets the State's growing demand. It is also consistent with the objectives of the Shire's Wind Farms Policy and recently endorsed Local Planning Strategy which are aligned with the State Planning Framework. As such it is expected to make a beneficial contribution to the current transition to renewable energy sources and the long term development and growth of the local and State economy.

In light of the above findings, it is concluded the proposal for the subject land is acceptable and unlikely to have any significant negative impacts on the general amenity, character, functionality and safety of the immediate locality subject to compliance with a number of conditions and associated advice notes. As such it is recommended Council exercise discretion and grant conditional approval to the application to ensure the development proceeds in accordance with the information and plans submitted in support of the proposal and the specific requirements of the Shire's local planning framework.

An alternative to the recommendation for conditional development approval provided below is not considered necessary or recommended for the following reasons:

- i) The proposal is well founded, permissible and has scope to be lawfully approved;

- ii) The proposal is capable of being implemented in accordance with the standards and requirements of the Shire's local planning framework subject to compliance with a number of conditions;
- iii) The proposal is unlikely to have any negative environmental, social, economic or governance impacts; and
- iv) The applicant is obliged to address/satisfy all other statutory and regulatory requirements to ensure the development is undertaken in an orderly and proper manner.

CONSULTATION:

The application was advertised for public comment in accordance with the procedural requirements of clause 64 of the Deemed Provisions of the *Planning and Development (Local Planning Schemes) Regulations 2015* for the minimum required period of 28 days. This process included:

- Publication of a public notice and copy of the application on the Shire's website;
- Publication of a public notice in the Shire's newsletter and Facebook page;
- Correspondence to all immediately adjoining landowners inviting their feedback/comment; and
- Referral of the application to Airservices Australia, the Civil Aviation Safety Authority, the Department of Water and Environmental Regulation and the Bureau of Meteorology for review and comment.

At the conclusion of public advertising submissions had been received from the Civil Aviation Safety Authority, Airservices Australia and the Department of Water and Environmental Regulation with no express objections raised. A copy of all submissions received is provided in Attachment 2.

It is significant to note no submissions supporting or objecting to the proposed development were received from any immediately adjoining and other nearby landowners or other members of the local community more generally.

STATUTORY ENVIRONMENT:

- *Planning and Development Act 2005*
- *Planning and Development (Local Planning Schemes) Regulations 2015*
- *Shire of West Arthur Local Planning Scheme No.2*

POLICY IMPLICATIONS:

- *State Planning Policy 2.0 – Environment and Natural Resources Policy*
- *State Planning Policy 2.5 – Rural Planning*
- *Shire of West Arthur Local Planning Policy No.5 – Wind Farms*

FINANCIAL IMPLICATIONS:

There are no immediate financial implications for the Shire aside from the administrative costs associated with processing the application which are accounted for in the Shire's annual budget and have been offset in part by the development application fee paid by the applicant. All costs associated with the proposed development will be met by the applicant.

It is significant to note should the applicant and/or landowner be aggrieved by Council's final decision in this matter they have the right to seek a formal review of that decision by the State Administrative Tribunal. Should this occur for whatever reason, which is considered unlikely in this particular case given the recommendation for conditional approval, the Shire would need to respond. The cost to respond to an appeal cannot be determined at this preliminary stage but could be expected, based on the recent experience of other local government authorities in Western Australia, to range anywhere from \$5,000 to \$60,000 excluding GST and possibly more depending upon how far the matter proceeds through the review process.

STRATEGIC IMPLICATIONS:

The proposed development is generally consistent with the following elements of the Shire's Local Planning Strategy (2024), Strategic Community Plan Towards 2031, Corporate Business Plan 2021-2025 and Economic Development Strategy 2023-2033:

Local Planning Strategy (2024)

- Section 1.2.4.1 – Protect, conserve and enhance environmental and landscape values for the benefit of current and future generations;
- Section 1.2.4.3 - Manage land use to protect water resources for drinking water, amenity, environmental management, recreation, tourism, agriculture, mining, industry and cultural heritage;
- Section 1.2.5.8 - Plan for strategic regional infrastructure which supports the ongoing sustainable development in the Strategy Area and surrounding region.
- 1.3.2.14 - Support the protection and conservation of sites with significant heritage and cultural values and continue to reflect the Shire's unique heritage.

Strategic Community Plan Towards 2031

Local Economy Outcome 2.2 – A growing, diverse business community;

Local Economy Outcome 2.3 – Existing businesses develop and grow;

Natural Environment Outcome 3.1 – Maintain and improve our key natural assets;

Natural Environment Outcome 3.3 – Our natural biodiversity is maintained and valued;

Built Environment Outcome 4.1 – Our road network is well maintained;

Built Environment Outcome 4.3 – Our cultural heritage is preserved and promoted; and

Built Environment Outcome 4.4 – Appropriate planning and development.

Corporate Business Plan 2023/24 – 2026/27

Art, Culture and Heritage – Maintain and preserve heritage buildings and places;

Economic Development – Support agricultural diversification opportunities;

Asset Management – Our built infrastructure, including road network, is well maintained; and

Climate and Environment – Maintain and improve key natural assets.

Economic Development Strategy 2023-2033

Priority 2: Infrastructure Development - Built infrastructure that is well maintained and meets the needs of our community;

Priority 5: Strategic Industries and Diversification - Greater economic resilience through industry diversification; and

Priority 6: Investment Attraction - New industry development and diversified job opportunities.

RISK IMPLICATIONS:

Risk management is the removal of uncertainty from business decisions. Risk is expressed in terms of likelihood it may occur and the consequences that may flow from it. The consequences may be positive or negative or simply a deviation from the expected. The risk or consequence may be related to health and safety; financial; business or service interruption; compliance; reputation; or the environment. ***Reference to the risk matrix below will generate a risk rating by assessing the likelihood and consequence and multiplying these scores by each other.*** The greater the risk rating, the greater the risk and the higher the need for specific plans to be developed. All items with a risk rating greater than 10 should be added to the Risk Register and specific controls developed.

Risk Themes:

A risk theme is the categorising of risk. For example, the collection of risks that represent compliance failure. The risk themes in the shire Risk Register include:

- Business Disruption
- Community Disruption

- IT or Communications Failure
- External Threat or Fraud
- Misconduct
- Inadequate safety or security practices
- Inadequate project or change management
- Errors Omissions or Delays
- Inadequate Document Management Processes
- Inadequate supplier / contract management
- Providing inaccurate advice / information
- Ineffective Employment practices
- Compliance failure
- Inadequate asset management
- Inadequate engagement practices
- Ineffective facility or event management
- Inadequate environmental management

Risk Matrix:

Consequence		Insignificant	Minor	Moderate	Major	Catastrophic
Likelihood		1	2	3	4	5
Almost Certain	5	Medium (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Medium (8)	High (12)	High (16)	Extreme (25)
Possible	3	Low (3)	Medium (6)	Medium (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Medium (6)	Medium (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Medium (5)

Description of Key Risk	Development occurs in a manner not consistent with legislative requirements
Risk Likelihood (based on history and with existing controls)	Unlikely (2)
Risk Consequence	Minor (2)
Risk Rating (Prior to Treatment or Control): Likelihood x Consequence	Low (4)
Principal Risk Theme	Compliance failure
Risk Action Plan (Controls or Treatment Proposed)	Ensure compliance with conditions of approval and other applicable legislation and regulations.

VOTING REQUIREMENTS:

Simple Majority

RESOLUTION OCM-2026-057

Moved: Cr Graeme Peirce

Seconded: Cr Duncan South

That Council:

1. **Determine** the proposed development of a meteorological monitoring mast on Lot 1 on Diagram 99760 Bokal Road North, Bokal is consistent with the objectives of the land's current 'Rural' zoning classification in the Shire of West Arthur Local Planning Scheme No.2 and may therefore be permitted in the zone; and
2. **Approve** the development application submitted by Acciona Energy Australia Global Pty Ltd under the authority of SM and MG Goss (Landowners) for the construction and temporary use of a proposed new meteorological monitoring mast on Lot 1 on Diagram 99760 Bokal Road North, Bokal subject to the following conditions and advice notes:

Conditions

1. The proposed development shall be undertaken in accordance with all the information and plans submitted in support of the application subject to any modifications required as a consequence of any condition/s of this approval or otherwise approved by the local government.
2. Any additional development which is not in accordance with the application the subject of this approval or any condition of approval will require the further approval of the local government.
3. The proposed development shall be substantially commenced within a period of two (2) years from the date of this approval. If the development is not substantially commenced within this period it shall not be carried out without the further approval of the local government having first being sought and obtained.
4. This approval is valid for a period of five (5) years only unless otherwise approved by the local government.
5. Future Engineering and Communication Pty Ltd must consult with the local government's Chief Fire Control Officer prior to the commencement of development to address any specific bushfire mitigation and management measures that may be required to minimise the potential bushfire risk during the construction process.
6. The local government must immediately be notified of any substantive changes to the Safe Work Method Statement, Emergency Management Procedure and Health, Safety and Environmental Management Plan submitted in support of the application and supplied with copies of the revised documents for consideration and endorsement.
7. The proposed mast shall be constructed with alternating markings for at least the top one third portion of the structure (i.e. alternating contrasting bands of colour) in accordance with Part 139 (Aerodromes) Manual of Standards 2019.
8. Marker balls or high visibility flags/sleeves must be installed on the upper one third portion of the outside guy wires to improve the mast's visibility for the benefit of aircraft operators prior to commissioning and use of the proposed mast for its intended purpose.

9. Guy wire ground attachment points shall be constructed using contrasting colours to the surrounding ground and vegetation and fenced prior to commissioning and use of the proposed mast for its intended purpose.
10. Details of the proposed mast's coordinates and elevation shall be provided to Airservices Australia by the applicant for inclusion in an obstacle database maintained by that agency and publication on aeronautical charts. Evidence of the notification required by this condition shall be provided to the local government within seven (7) days of the notification being provided to Airservices Australia.
11. The removal and/or trimming of any native vegetation within any local road reserves used to access the proposed development is not permitted unless otherwise approved by the local government.
12. The applicant shall, at its own cost, arrange for the immediate repair of any damage and/or extraordinary wear and tear on the local road network arising from the proposed development in accordance with any written directive and specifications issued by the local government's Chief Executive Officer.
13. All waste generated during the construction process shall be disposed or recycled at an approved/licensed waste disposal and/or recycling facility. No waste is permitted to be stored and disposed on the land.
14. The proposed mast and all associated improvements shall be removed from the land in their entirety with the area they occupied reinstated to its original condition insofar as practicable within 90 days of expiry of this approval unless otherwise approved by the local government.

Advice Notes

1. This approval is not an authority to ignore any constraint to development on the land which may exist through contract or on title, such as an easement or restrictive covenant. It is the responsibility of the applicant and not the local government to investigate any such constraints before commencing development. This approval will not necessarily have regard to any such constraint to development, regardless of whether or not it has been drawn to the local government's attention.
2. This is a development approval of the Shire of West Arthur under its Local Planning Scheme No.2. It is not a building permit or an approval to commence or carry out development under any other law. It is the responsibility of the applicant to obtain any other necessary approvals, consents, permits and licenses required under any other law, and to commence and carry out development in accordance with all relevant laws.
3. The applicant is advised a building permit application for the proposed mast is not required given the exemption afforded by Section 70 of the *Building Act 2011*. Notwithstanding this fact it is strongly recommended the mast be constructed in accordance with plans prepared by a structural engineer to ensure it is structurally sound.
4. The applicant is reminded of their obligation to ensure compliance with the requirements of the *Public Health Act 2016* and associated guidelines for the management of public health risks associated with temporary toilets in Western Australia. To confirm the relevant requirements in this regard please contact the local government's Environmental Health Officer on 9890 0900 or eho2@narrogin.wa.gov.au.
5. The applicant is reminded of their obligation to ensure compliance with the *Bush Fires Act 1954* and the Shire of West Arthur Annual Bushfire Notice to help guard against any future potential bushfire risk given portions of the property the subject of this approval have been designated by the Fire and Emergency Services Commissioner as being bushfire prone. In addition, the applicant's employees and contractors must comply with any Shire of West Arthur Harvest and Vehicle Movement ban in place at the time of carrying out any work. The

applicant is reminded of its obligation under this approval to liaise with the local government's Chief Fire Control Officer prior to the commencement of development.

6. Failure to comply with any of the conditions of this development approval constitutes an offence under the provisions of the *Planning and Development Act 2005* and the Shire of West Arthur Local Planning Scheme No.2 and may result in legal action being initiated by the local government.
7. If the applicant and/or landowners are 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 submitted directly to the State Administrative Tribunal within 28 days of the determination.

In Favour: Crs Karen Harrington, Duncan South, Graeme Peirce, Natalie O'Neill

Against: Cr Neil Morrell

CARRIED 4/1

Crs Russell Prowse, and Helen Lubcke returned to the meeting at 8.28pm.

15 MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN

Nil

16 NEW OR URGENT BUSINESS INTRODUCED BY DECISION OF THE MEETING

RESOLUTION OCM-2026-058

Moved: Cr Graeme Peirce

Seconded: Cr Helen Lubcke

That Council accepts the late items – 16.1 Execution of Common Seal - Purchase of Lot 186 Burrowes Street (Old Bowling Green) and 16.2 Execution of Common Seal - Licence Agreement for Water infrastructure - SM and MJ Ewen.

In Favour: Crs Karen Harrington, Duncan South, Neil Morrell, Graeme Peirce, Russell Prowse, Natalie O'Neill, and Helen Lubcke

Against: Nil

CARRIED 7/0

16.1 EXECUTION OF COMMON SEAL - PURCHASE OF LOT 186 BURROWES STREET (OLD BOWLING GREEN)

File Ref:	ADM854
Location:	Lot 186 Burrowes Street, Darkan
Applicant:	Not applicable
Author:	Kerryn Chia, Projects Officer
Authorising Officer:	Vin Fordham Lamont, Chief Executive Officer
Date:	27/05/2026
Disclosure of Interest:	Nil
Attachments:	1. Letter regarding approval to purchase Old Bowling Green

SUMMARY:

Council is requested to authorise by Council Resolution, the affixation of the Common Seal to execute the documents between the Shire of West Arthur and Department of Planning Lands and Heritage (DPLH) for the purchase of 186 Burrowes Street, Darkan (old Bowling Green site).

BACKGROUND:

The Shire of West Arthur submitted its grant application to the Federal Government funded Housing Support Program Round 2 with one element being the purchase of the Old Bowling Green site in Darkan. At the time, DPLH had offered the property to the Shire for \$50,000. The CEO negotiated the price down to \$35,000 and that was the figure that was budgeted for in the grant application.

Earlier this year, DPLH advised the Shire that the property had been revalued and the purchase price would now be in the range \$125,000 to \$175,000. The CEO and Projects Officer then appealed to the Minister to retain the original purchase price on the basis that we would be unable to purchase the property at the upgraded price and this would then reduce our ability to address housing shortages in West Arthur.

COMMENT:

The Shire of West Arthur was advised by Department of Planning Lands and Heritage on the 26/05/2026 that the Minister had approved the purchase of 186 Burrowes Street, Darkan for \$35,000 (ex GST) plus document preparation fees of \$1,505. Council is requested to authorise the execution of the attached contract of sale to enable the purchase to progress.

CONSULTATION:

Department of Planning Lands and Heritage
Shire Manager Financial Reporting (Melinda King)

STATUTORY ENVIRONMENT:

- Local Government Act 1995:
 - S9.49A Execution of Documents
- Land Administration Act 1997
 - S18 Ministers Consent

POLICY IMPLICATIONS:

Policy C19 – Execution of Documents and Use of Common Seal

FINANCIAL IMPLICATIONS:

Purchase price of the land - \$35,000 (plus GST)

Document preparation fees of \$1,505.

STRATEGIC IMPLICATIONS:

Local Economy – Stable and sustainable agricultural industry and a dynamic and growing business sector
Outcome 2.2 – A growing, diverse business community

Investigate opportunities for growth within the local economy

Community – Safe, Friendly and Inclusive

Outcome 1.2 – Support available for people of all ages and abilities

Provide services and infrastructure to meet the needs of the community

RISK IMPLICATIONS:

Risk management is the removal of uncertainty from business decisions. Risk is expressed in terms of likelihood it may occur and the consequences that may flow from it. The consequences may be positive or negative or simply a deviation from the expected. The risk or consequence may be related to health and safety; financial; business or service interruption; compliance; reputation; or the environment. ***Reference to the risk matrix below will generate a risk rating by assessing the likelihood and consequence and multiplying these scores by each other.*** The greater the risk rating, the greater the risk and the higher the need for specific plans to be developed. All items with a risk rating greater than 10 should be added to the Risk Register and specific controls developed.

Risk Themes:

A risk theme is the categorising of risk. For example, the collection of risks that represent compliance failure. The risk themes in the shire Risk Register include:

- Business Disruption
- Community Disruption
- IT or Communications Failure
- External Threat or Fraud
- Misconduct
- Inadequate safety or security practices
- Inadequate project or change management
- Errors Omissions or Delays
- Inadequate Document Management Processes
- Inadequate supplier / contract management
- Providing inaccurate advice / information
- Ineffective Employment practices
- Compliance failure
- Inadequate asset management
- Inadequate engagement practices
- Ineffective facility or event management
- Inadequate environmental management

Risk Matrix:

Consequence		Insignificant	Minor	Moderate	Major	Catastrophic
Likelihood		1	2	3	4	5
Almost Certain	5	Medium (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Medium (8)	High (12)	High (16)	Extreme (25)
Possible	3	Low (3)	Medium (6)	Medium (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Medium (6)	Medium (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Medium (5)

Description of Key Risk	Failure to appropriately execute documents for the purchase of the property
Risk Likelihood (based on history and with existing controls)	Possible (3)
Risk Consequence	Major (4)
Risk Rating (Prior to Treatment or Control): Likelihood x Consequence	High (12)
Principal Risk Theme	Inadequate Document Management Processes
Risk Action Plan (Controls or Treatment Proposed)	Execute documents as recommended

VOTING REQUIREMENTS:

Simple Majority

RESOLUTION OCM-2026-059

Moved: Cr Graeme Peirce

Seconded: Cr Helen Lubcke

That Council authorise the Shire President and Chief Executive Officer to execute the following attached document under the Common Seal of the Shire of West Arthur:

1. Contract to Purchase Lot 186, Burrowes Street, Darkan, commonly known as the Old Bowling Green site.

In Favour: Crs Karen Harrington, Duncan South, Neil Morrell, Graeme Peirce, Russell Prowse, Natalie O'Neill, Helen Lubcke

Against: Nil

CARRIED 7/0



Department of Planning,
Lands and Heritage



Our ref: File 02176-1961 Case 2202506
Enquiries: Grant Crook Ph: (08) 6552 4696
grant.crook@dplh.wa.gov.au

Vincent Fordham Lamont
Chief Executive Officer
Shire of West Arthur
PO Box 112
Darkan WA 6392

Dear Sir/Madam,

OFFER OF SALE: LOT 186 ON DEPOSITED PLAN 169054 – SHIRE OF WEST ARTHUR

The Minister for Lands (**Minister**) acting under section 86 of the *Land Administration Act 1997 (LAA)* agrees to the sale of Lot 186 on Deposited Plan 169054 (Land) to you for the purchase price of \$38,500.00 (including GST), subject to the terms and conditions of sale.

If you wish to purchase this Land, the enclosed Contract of Sale must be signed where indicated. In addition, please ensure you also sign and date the section that states 'A copy of the Conditions has been received by the Purchaser/s' as this acknowledges that you have read the attached Conditions of Sale and will abide by them.

You will also need to inform us of your Conveyancer (Settlement Agent/Solicitor) by completing the details on the Contract of Sale.

Please return the original, executed Contract of Sale (together with all Conditions as annexed to the Contract of Sale) to the Department of Planning, Lands and Heritage, Locked Bag 2506, Perth WA 6001 before 26 August 2026 and arrange for payment of the fees listed below (Fees Payable):

Item	\$
Document preparation fee	\$1,505.00
Full purchase price (including GST)	\$38,500.00
TOTAL	\$40,005.00

Please refer to the payment options available at page 2 for method of payment.

On receipt of the signed Contract of Sale and payment of the Fees Payable, the Contract of Sale will then be submitted for signing on behalf of the Minister under delegated authority pursuant to Section 9 of the *Land Administration Act 1997*. The signed Contract will then be forwarded to your nominated Conveyancer, advising details of settlement.

140 William Street Perth WA 6000 | Locked Bag 2506 Perth WA 6001 | (08) 6551 8002
info@dplh.wa.gov.au | www.dplh.wa.gov.au
ABN 68 565 723 484



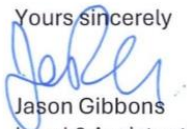
2

Please note that by the terms of the Conditions of Sale, you are obliged to pay any GST applicable to this transaction. Please refer to the first page of the Contract of Sale, which mentions the GST, as well as Clause 16 of the Conditions of Sale.

Please note that this offer will remain valid until 26 August 2026, after which it may be subject to a review.

Should you have any enquires about this matter, please do not hesitate to contact me.

Yours sincerely



Jason Gibbons
Level 6 Assistant Manager – Delivery
Land Use Management

26 May 2026

Enc - Section 86 Contract of Sale

PAYMENT OPTIONS		
	By Bpoint	www.bpoint.com.au/ Biller Code: 1002614 Enter as required; a) File 02176-1961 Case 2202506 b) Shire of West Arthur-Land s86 Sale
	By Electronic Funds Transfer	Account Name: Department of Planning, Lands and Heritage BSB: 066 040 Account Number: 19 903 039 Ref: File 02176-1961 Case 2202506 Shire of West Arthur-s86 Sale
	By Credit Card	Please telephone (08) 6552 4403



Department of Planning,
Lands and Heritage



DEPARTMENT OF PLANNING, LANDS AND HERITAGE (Department) CONTRACT OF SALE

The Purchaser offers to purchase the Land for an estate in fee simple at the Purchase Price and on the other terms set out in the particulars below and subject to the conditions set out below.

PARTICULARS

Description of Land

DISTRICT/TOWNSITE	LOT/LOC No.	CLT	VOLUME	FOLIO
Darkan	Lot 186 on Deposited Plan 169054	QCLT	LR3020	802

Street Address (If applicable)

NUMBER AND STREET	TOWN/CITY	POSTCODE
2 Burrowes Street	Darkan	6392

Purchaser's Details

FULL NAME (including ABN if applicable)

* Shire of West Arthur (ABN 96 912 320 795)

ADDRESS:

* 31 Burrowes Street Darkan WA 6392

If more than one purchaser: ☐ joint tenants ☐ tenants in common (in equal shares unless otherwise stated).

Vendor's Agent (If not the Department)

Purchase Price

\$ 35,000.00

GST

\$ 3,500.00

GST

Total

\$ 38,500.00

Deposit

\$ N/A purchase price plus
GST to be paid in full

payable is: (Please tick appropriate box)

- ☐ calculated under the Margin Scheme (if this box is selected the Purchaser and the Vendor agree that for the purposes of the GST Act, the supply of the Land is made under the Margin Scheme);
- ☒ calculated at 10% of the Purchase Price; or
- ☐ not applicable.

Purchaser's Conveyancer

* NAME

* ADDRESS

* TELEPHONE NO. FACSIMILE NO.

140 William Street Perth WA 6000 | Locked Bag 2506 Perth WA 6001 | (08) 6551 8002
info@dplh.wa.gov.au | www.dplh.wa.gov.au
ABN 68 565 723 484

CONDITIONS

1. Acceptance of this offer will be sufficiently communicated to the Purchaser if verbal or written notification is given by the Department to the Purchaser that the acceptance has been signed by, or on behalf of, the Vendor.
2. The Department of Planning, Lands and Heritage Conditions for the Sale of Crown Land (the "Conditions") annexed to this Contract shall be incorporated into and form part this Contract to the extent that the Conditions are not varied by or inconsistent with the express conditions below.
3. For the purposes of clause 15.1(a)(i) of the Conditions the party to whom notices for the Vendor should be given is: Manager Delivery, and the fax number is: (08) 6118 8116.
4. At the date of this contract, the Department is the Department of Planning, Lands and Heritage of level 2, 140 William Street, Perth WA 6000.

For express conditions varying the Conditions please see Schedule 1 attached to this Contract.

.....
 THE COMMON SEAL of SHIRE OF WEST ARTHUR
 (ABN 96 912 320 795) was hereunto affixed by a
 resolution of Council and in accordance with the
 provisions of the *Local Government Act 1995 (WA)*
 in the presence of

 Signature of Chief Executive Officer

 Signature of Shire President

 Name (please print)

 Name (please print)

____/____/202

____/____/202

The Minister for Lands acting for and on behalf of the State of Western Australia accepts the above offer in accordance with the Conditions.

SIGNED by an authorised officer for and on behalf of the Minister for Lands by delegated authority under section 9 of the *Land Administration Act 1997*.

 (Signature)

 (Witness Signature)

 Name

 Name

 Level & Position

 Level & Position

 Division
 Department of Planning, Lands and Heritage

 Division
 Department of Planning, Lands and Heritage

____/____/202

____/____/202

A copy of the Conditions has been received by the Purchaser/s.

Date ____/____/____

Date ____/____/____

Date ____/____/____

SCHEDULE 1

This Contract is conditional upon and subject to:

- (i) the Revocation of Management Order over Reserve 26311 pursuant to section 50 of the *Land Administration Act 1997* (LAA),
- (ii) the Cancellation of Reserve 26311 pursuant to section 51 of the LAA,
- (iii) the sale of Lot 186 on Deposited Plan 169054 pursuant to section 86 of the LAA, and;
- (iv) the reclassification of Lot 186 on Deposited Plan 169054 by the Shire of West Arthur from 'Recreation and Open Space' reserve to 'Residential' zone with an R10 density code in accordance with Item 1.3.2.1 of the Shires of Wagin, West Arthur and Williams Joint Local Planning Strategy dated November 2024.

ANNEXURE

Department of Planning, Lands and Heritage Conditions for the Sale of Crown Land is attached.

Conditions for the Sale of Crown Land

**Department of Planning,
Lands and Heritage**

**Conditions for the Sale
of Crown Land**

(No Outgoings)

(Version 4)

(1054) Conditions for the Sale of Crown Land (No Outgoings) Version 4 - January 2022

CONDITIONS

1. DEFINITIONS, INTERPRETATION AND VENDOR'S POWERS, RIGHTS AND DUTIES

1.1. DEFINITIONS

In these Conditions and the Contract, unless the context requires otherwise, the following words have the following meaning:

Business Day means any day other than a Saturday, Sunday or State public holiday in Western Australia.

Completion Date means the date settlement under the Contract is actually effected.

Conditions mean these conditions for the sale of the Land.

Contaminated has the same meaning as that term is defined in the CSA, and **Contamination** is the state of being Contaminated.

Contract means the contract created by the offer and acceptance of which these Conditions form part.

Contract Date means the date of execution of the Contract by the last party to the Contract whose execution is necessary to make the Contract binding on all parties.

Crown means the Crown in right of the State of Western Australia.

CSA means the *Contaminated Sites Act 2003*.

Deposit means the deposit as specified in the Particulars, being an amount not less than 10% of the Purchase Price.

Department means the department assisting the Minister in the administration of the LAA, being at the date of the Contract the department named in the Contract.

Encumbrance means a mortgage, charge, bill of sale, lien, pledge, easement, reservation, condition, positive covenant, restrictive covenant, memorial (and any conditions or statements contained in the memorial), Notification, building condition, writ, warrant, caveat (and the claims stated in the caveat) or other right or interest of any third party affecting the Land or any part of the Land.

Environmental Laws means all planning, environmental or contamination or pollution laws and any regulations, orders, directions, ordinances or requirements, permissions, permits or licences issued thereunder.

GST has the meaning given in section 195-1 of the GST Act.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and any legislation substituted for or amending that Act.

GST law has the meaning given in section 195-1 of the GST Act.

Improvements means any building, facility or structure on the Land.

LAA means the *Land Administration Act 1997*.

Land means the land the subject of the Contract as specified in the Particulars together with all Improvements.

Landgate means the Western Australian Land Information Authority established under the *Land Information Authority Act 2006 (WA)* and being the agency or department responsible for the registration of dealings relating to land in the register kept pursuant to the TLA.

Margin Scheme has the meaning given in section 195-1 of the GST Act.

Minister means the Minister for Lands, being a body corporate continued under section 7(1) of the LAA and being the Minister to whom the administration of the LAA is from time to time committed by the Governor.

Notification means a notification endorsed on the certificate of Crown land title for the Land under section 70A of the TLA.

Outgoings means all rates, taxes, assessments, State land tax, Metropolitan Region Improvement Tax, charges (including but not limited to charges for water consumption and fixed charges), and outgoings (periodic or otherwise) chargeable or payable in respect of the Land.

Particulars means the particulars as set out in the Contract.

Purchase Price means the purchase price of the Land as specified in the Particulars.

Purchaser means the party named and described as the Purchaser in the Particulars and includes, in the case of a natural person, the personal representatives of the natural person and in the case of a corporation, includes the successors of the corporation and in either case, includes the permitted assigns of the Purchaser.

Purchaser's Conveyancer means the person nominated by the Purchaser in the Contract, if any, to represent the Purchaser in relation to the settlement of the purchase of the Land.

Rate means the rate of 12% per annum calculated on a daily basis.

Register has the same meaning as defined in the TLA.

Registrar means the Registrar of Titles appointed under section 7 of the TLA.

Settlement means the settlement of the sale and purchase of the Land in accordance with clause 5.

Settlement Date is the date being the later of:

- (a) 60 days after the Contract Date; and
- (b) the date as otherwise determined under these Conditions to be the Settlement Date; or
- (c) any other date as agreed in writing between the Vendor and the Purchaser from time to time.

Taxable Supply has the meaning given in section 195-1 of the GST Act.

Tax Invoice has the meaning given in section 195-1 of the GST Act.

TLA means the *Transfer of Land Act 1893*.

Transfer means a transfer of the Land in a form approved by the Registrar under the TLA from the Vendor to the Purchaser which in substance and form is acceptable to Landgate for the purposes of registration under the TLA.

Vendor means the State of Western Australia acting through the Minister or the Minister's duly authorised delegate.

Vendor's Agent means the Vendor's agent as specified in the Particulars who is validly authorised by the Vendor to offer the Land for sale.

1.2. INTERPRETATION

In these Conditions and the Contract, unless the context otherwise requires:

- (a) headings, underlining and numbering are for convenience only and do not affect the interpretation of these Conditions;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include every gender;
- (d) an expression importing a natural person includes a company, partnership, joint venture, association, corporation or other body corporate;
- (e) a reference to a thing includes a part of that thing;
- (f) references to parts, clauses and parties are references to parts and clauses of, and parties to, these Conditions;
- (g) a reference to a party to the Contract includes that party's successors and permitted assigns and in the case of a natural person also includes that person's personal representatives and administrators;
- (h) where the day on or by which a thing is required to be done is not a Business Day that thing must be done on or by the succeeding Business Day;
- (i) a covenant or agreement by more than one person binds, and is enforceable against, those persons jointly and each of them severally;
- (j) no rules of construction apply to the disadvantage of a party because that party was responsible for the drafting of these Conditions or the Contract or of any part of these Conditions or of the Contract;
- (k) a reference to a statute, regulation, proclamation, order, ordinance or by-law includes every statute, regulation, proclamation, order, ordinance or by-law varying, consolidating or replacing it, and a reference to a statute includes every regulation, proclamation, ordinance and by-law issued under that statute;
- (l) a reference in these Conditions to a sub-clause, paragraph or sub-paragraph is a reference to a sub-clause, paragraph or sub-paragraph in the clause or definition in which the reference appears; and
- (m) words used in these Conditions which are not expressly defined in these Conditions but which are defined in the LAA or the TLA have the meaning given to them under the LAA or the TLA, as the case may be.

1.3. EXERCISE AND PERFORMANCE OF THE VENDOR'S POWERS AND DUTIES

The Purchaser acknowledges that under the provisions of the LAA:

- (a) any right, duty or power conferred or imposed on the Vendor under the Contract may be exercised or performed by the Minister; and
- (b) the Minister may, under an instrument of delegation, delegate to a person any right, duty or power which this condition or the Contract authorises or requires the Minister to exercise or perform.

1.4. CONDITIONS NOT TO AFFECT VENDOR'S OR MINISTER'S RIGHTS OR POWERS UNDER THE LAA

The Purchaser agrees that these Conditions do not in any way affect, alter or derogate from the Vendor's or the Minister's rights or powers under the LAA.

2. LAND AND ENCUMBRANCES

The Land is offered for sale and will be sold in accordance with these Conditions free of all Encumbrances except:

- (a) as specified in the Contract; and
- (b) any easement, positive covenant, restrictive covenant, memorial (and any condition or statement contained in the memorial), reservation, condition, building condition or Notification recorded or registered or to be recorded or registered on the certificate of Crown land title for the Land.

3. PURCHASE PRICE

The Purchase Price is to be paid to the Vendor and satisfied as follows:

- (a) by payment of the Deposit by cheque made payable to the Department contemporaneously with the execution of this Contract by the Purchaser (receipt of which is acknowledged by the Vendor by the execution of the Contract for and on behalf of the Vendor); and
- (b) by payment of the balance of the Purchase Price (being the Purchase Price less the Deposit) by unendorsed bank cheque made payable to the Department (or as otherwise directed in writing by an authorised officer of the Department) on the Settlement Date.

4. DEPOSIT

4.1. PAYMENT OF DEPOSIT

The Deposit is to be paid to the Department and held by the Department as agent for the Vendor.

4.2. FAILURE TO PAY DEPOSIT

If the Deposit is paid by cheque and the cheque is dishonoured on presentation to the drawer's bank, then:

- (a) the Purchaser is immediately in default under the Contract; and
- (b) the Vendor may, without prejudice to any other rights or remedies available to the Vendor, immediately terminate the Contract by notice in writing to the Purchaser.

5. SETTLEMENT

5.1. SETTLEMENT

Settlement is to take place on the Settlement Date at the offices of the Department in Perth or at any other place in Perth as the Vendor appoints.

5.2. PURCHASER TO TENDER TRANSFER

A reasonable time before the Settlement Date, and in any event not less than ten (10) Business Days before the Settlement Date, the Purchaser must at the Purchaser's expense tender to the Department the Transfer which has been stamped and duly executed by the Purchaser as transferee.

5.3. PROCEDURE ON SETTLEMENT

At Settlement, the Purchaser will deliver to the Vendor in accordance with clause 3(b) an unendorsed bank cheque or bank cheques for the balance of the Purchase Price and against receipt of the balance of the Purchase Price, the Vendor will provide to the Purchaser, subject to the Purchaser's compliance with clause 5.2, the Transfer duly executed for and on behalf of the Vendor.

5.4. PURCHASER TO REMAIN LIABLE

If for any reason a bank cheque tendered as or towards the money payable by the Purchaser on Settlement is not honoured on first presentation, the Purchaser will

remain liable to pay the amount of that money, without prejudice to any other rights, remedies or powers of the Vendor under the Contract.

5.5. ACKNOWLEDGEMENTS BY PURCHASER

The Purchaser acknowledges that:

- (a) a duplicate certificate of Crown land title for the Land does not exist and will not be delivered by the Vendor to the Purchaser at Settlement;
- (b) on the Completion Date, a Certificate of Title for the Land will not exist and the Vendor is not obliged to produce to the Purchaser a duplicate Certificate of Title for the Land at Settlement;
- (c) a Certificate of Title for the Land will be created by the Registrar once the Transfer has been registered in accordance with the provisions of the TLA where the Registrar will endorse on the Certificate of Title the particulars of all dealings and matters affecting the Land as specified in, or effected by, the Contract and the Transfer; and
- (d) unless the Purchaser has on the Transfer requested the duplicate Certificate of Title for the Land not to be issued, a duplicate Certificate of Title for the Land will be issued by the Registrar and forwarded to the issuing party as requested on the Transfer.

6. DELAY IN SETTLEMENT

- (a) If for any reason attributable to the Purchaser, Settlement is not effected on or within three (3) Business Days after the Settlement Date, the Purchaser is to pay to the Vendor on Settlement interest at the Rate on the balance of the Purchase Price and all other money which is payable on Settlement, calculated from and including the Settlement Date to but excluding the Completion Date.
- (b) The Vendor's right to a payment under sub-clause (a) is conditional on the Vendor being ready, willing and able to complete the sale on the Settlement Date and if the Vendor is not, the Vendor's right to the payment commences from the day on which the Vendor is ready, willing and able to complete the sale and has given notice to the Purchaser of that fact.
- (c) Except as provided in sub-clause (b), it is not necessary for the Vendor to give to the Purchaser a notice requiring the payment of interest under this clause.
- (d) The rights of the Vendor under this clause are without prejudice to the rights of the Vendor under these Conditions or the Contract.

7. POSSESSION AND RISK

7.1. POSSESSION

Subject to:

- (a) payment in full of the Purchase Price as is due and payable on the Settlement Date; and
- (b) the Purchaser having performed all of the Purchaser's obligations under these Conditions,

the Purchaser will be entitled to, and the Vendor will deliver to the Purchaser, possession of the Land on the Completion Date.

7.2. RISK

Despite any rule of law or equity to the contrary, the Land is at the risk of the Purchaser from the time at which Settlement occurs or from the date the Purchaser is entitled to or is given possession of the Land, whichever is the earliest.

8. OUTGOINGS

8.1. NO OUTGOINGS ASSESSED ON THE LAND

The Land is not subject to any Outgoings, as the Land is owned by the Crown in right of the State of Western Australia.

8.2. NO ADJUSTMENT OF OUTGOINGS

As a result of what is state in clause 8.1, the Purchaser agrees with the Vendor that no Outgoings will be apportioned between the Vendor and the Purchaser. The Purchaser is responsible for the payment of all Outgoings chargeable or payable in respect of the Land from the Completion Date or the date the Purchaser is entitled to or is given possession of the Land, whichever is the earliest.

9. GENERAL PROVISIONS

9.1. PURCHASER'S ACKNOWLEDGEMENTS

The Purchaser acknowledges and agrees that, except as disclosed in these Conditions:

- (a) no warranty or representation has been given or made to the Purchaser or anyone on the Purchaser's behalf by the Vendor, the Minister, the Vendor's Agent or any agent, employee or contractor of the Department or any other person on the Vendor's or Minister's behalf as to:
 - (i) the title to the Land;
 - (ii) any Encumbrance, restriction or right in favour of any third party affecting the Land;
 - (iii) the condition or state of repair of the Land or any part of the Land;
 - (iv) the condition or state of repair of the Improvements or any part of the Improvements;
 - (v) the suitability of the Land for any use or purpose of any kind; or
 - (vi) whether or not the fences (if any) purporting to be on the boundaries of the Land are in fact on the proper boundaries of the Land;
- (b) any representation or warranty implied by virtue of any statute or otherwise will not apply to, or be implied in, these Conditions or the Contract and any such representation or warranty is excluded to the extent permitted by law;
- (c) the Land is sold as it stands with all existing faults, defects or characteristics whether they are apparent or ascertainable on inspection or not and without any obligation on the Vendor to disclose or particularise any faults, defects or characteristics known to the Vendor;
- (d) the Purchaser is purchasing and is deemed to purchase in reliance on the Purchaser's own inspection of, and enquiries in relation to, the Land;
- (e) the Vendor will not be liable under any circumstances to make any allowance or compensation to the Purchaser nor will the Purchase Price be affected by the exclusion of warranties or representations in this clause 9.1 or for any fault, defect or characteristic in the Land; and

- (f) this clause will apply despite the contents of any brochure, document, letter or publication made, prepared or published by the Department or by any other person with the express or implied authority of the Department.

9.2. ERROR OR MISDESCRIPTION

No error or misdescription of the Land will annul the sale or affect the Purchase Price.

9.3. REQUISITIONS ON TITLE

The Purchaser is not entitled to make any objection to or requisition on the title to the Land, and the Vendor will not be obliged to furnish any answer to any objection or requisition on the title to the Land delivered by or on behalf of the Purchaser, it being acknowledged by the Purchaser that:

- (a) the Land is Crown land within the meaning of the LAA;
- (b) the State of Western Australia is, or is entitled to be recorded as the registered proprietor of the Land by virtue of section 29(5) of the LAA;
- (c) the Minister is authorised by section 74 of the LAA to sell Crown land;
- (d) the Minister through its authorised officer by delegated authority under section 9 of the LAA has executed the Contract on behalf of the State of Western Australia as authorised under section 10 of the LAA; and
- (e) the Land has been sold under section 74 of the LAA and the provisions of the LAA relating to the sale of Crown land apply to the Contract.

9.4. NO COMPENSATION

The Purchaser is not entitled to make any objection, requisition or claim for compensation, or to rescind the Contract in respect of:

- (a) the provision of, or lack of, water, drainage, sewerage, gas, electricity, telephone or other services or connections to the Land, or in respect of the fact that any services or connections may be joint services to any other land, or because any facilities for services for any other land pass through the Land;
- (b) any encroachment onto the Land by any improvement which does not form part of the Land, or the encroachment onto adjoining land of any improvement which forms part of the Land;
- (c) the location of any sewerage, water or drainage pipes or services affecting the Land, or that any sewer passes through, or penetrates the Land;
- (d) the fact that the current use of the Land may not be an authorised use under any applicable zoning or use law, scheme or regulation;
- (e) the fact that any fence on the Land is not on the proper boundaries of the Land; or
- (f) the fact that the area of the Land is different from the area indicated on any plan, brochure or document issued or published by or on behalf of the Department or Landgate or as indicated on the certificate of Crown land title to the Land.

9.5. PLANNING AND OTHER MATTERS

The Purchaser acknowledges that the Land is sold subject to the following as at the Completion Date:

- (a) the provisions of any town planning scheme, zoning by-laws and other laws affecting the Land;

- (b) any order or requisition affecting the Land;
- (c) any proposal or scheme for the widening, realignment, closure, siting or alteration of the level of any road or right of way adjacent to the Land by any competent authority or person;
- (d) any resumption or proposal to resume the Land or any part of the Land; and
- (e) any easement, memorial (and any condition or statement contained in the memorial), Notification, reservation, condition, building condition, positive covenant or restrictive covenant affecting the Land,

and the Purchaser will take title subject to the above, and will not be entitled to make any objection, requisition, or claim for compensation, nor to rescind the Contract in respect of any of the above.

10. DEFAULT**10.1. TIME OF THE ESSENCE**

Time is of the essence in respect of the Contract in all respects.

10.2. TERMINATION OF CONTRACT

- (a) Except as otherwise specifically provided in these Conditions:
 - (i) the Vendor is not entitled to forfeit any money paid by the Purchaser or take or recover possession of the Land on the ground of the Purchaser's default in performing or observing any obligation imposed on the Purchaser under the Contract; and
 - (ii) neither the Vendor nor the Purchaser is entitled to terminate the Contract on the ground of the other's default in performing or observing any obligation imposed on that other party under the Contract,

UNLESS:

- (iii) the party not in default has first given to the party in default a written notice specifying the default complained of, which notice shall require that the default be remedied within the period stipulated in that notice; and
 - (iv) the party in default fails to remedy the default within the period stipulated in that notice.
- (b) The period stipulated in the written notice referred to in clause 10.2(a)(iii) will not be less than five (5) Business Days.
- (c) The giving of a notice under this clause does not prejudice the right of either party to give a further notice under this clause.
- (d) This clause does not apply where either party repudiates the Contract.

10.3. PURCHASER DEFAULT

- (a) If the Purchaser is in default in performing or observing any obligation imposed on the Purchaser under the Contract or if the Purchaser repudiates the Contract, then in addition to any other rights or remedies the Vendor has under the Contract or otherwise, the Vendor may:

- (i) affirm the Contract and sue the Purchaser for damages for breach;
- (ii) affirm the Contract and sue the Purchaser for specific performance of the Contract and damages for breach in addition to or in lieu of specific performance of the Contract;
- (iii) proceed to take or recover possession of the Land; or
- (iv) terminate the Contract and:
 - (A) forfeit the Deposit paid, except so much as exceeds 10% of the Purchase Price (which excess, if any, is to be regarded for the purposes of this clause as an instalment of the Purchase Price);
 - (B) sue the Purchaser for damages for breach; and
 - (C) without further notice to the Purchaser re-sell the Land in such manner as the Vendor in good faith deems fit and any deficiency arising from such re-sale and all expenses incurred by the Vendor (but after giving credit for the Deposit if it has been forfeited) arising from that re-sale is recoverable by the Vendor from the Purchaser as liquidated damages.
- (b) The Vendor is entitled to retain, pending re-sale of the Land, all instalments of Purchase Price paid to the Vendor.
- (c) If the Vendor re-sells the Land the Vendor may:
 - (i) apply any instalments of the Purchase Price paid to the Vendor in or towards satisfaction of any damages mentioned in clause 10.3(a)(iv); and
 - (ii) retain absolutely:
 - (A) any surplus arising from such re-sale in excess of the original Purchase Price and expenses arising from the re-sale and all losses and expenses incurred by the Vendor resulting from the Purchaser's default; and
 - (B) any interest paid by the Purchaser.
- (d) If the Vendor does not commence proceedings for the recovery of damages or fails to re-sell and settle the re-sale of the Land within twelve (12) months from the termination of the Contract, then after that period of twelve (12) months has expired, the Vendor shall account to the Purchaser for all instalments of Purchase Price received by the Vendor (other than the Deposit forfeited by the Vendor in accordance with the Contract) without interest.

10.4. VENDOR DEFAULT

If the Vendor defaults in performing or observing any obligation imposed on the Vendor under the Contract or if the Vendor repudiates the Contract then the Purchaser, in addition to any other rights and remedies the Purchaser has under the Contract or otherwise, is entitled to the repayment of all money paid by the Purchaser under the Contract.

11. DIVIDING FENCES**11.1. VENDOR NOT LIABLE**

The Purchaser and the Vendor agree that the Vendor will not be liable to the Purchaser or any other party claiming through the Purchaser to contribute to the cost of erecting or repairing any dividing fence whether under the *Dividing Fences Act 1961* or otherwise and that the Purchaser will assume any existing liability as from and including Settlement.

11.2. PURCHASER TO INDEMNIFY THE VENDOR

This condition will not prejudice or affect the rights of the Purchaser as between the Purchaser and adjoining owners other than the Vendor, and the Purchaser agrees to indemnify the Vendor against all claims in respect of the cost of erecting or repairing any dividing fence from any future owner, whether legal or equitable, of any adjoining land.

12. CAVEATS

If a caveat is lodged against the certificate of Crown land title for the Land before the Settlement Date (other than a caveat registered by or in relation to the Purchaser or the Purchaser's interest in the Land) and the Vendor is unable to produce to the Purchaser at Settlement a withdrawal of the caveat:

- (a) despite any other clause in the Contract, the Vendor may by written notice to the Purchaser extend the Settlement Date by such period not exceeding 60 Business Days as the Vendor shall elect in its absolute discretion to attempt to cause the caveat to be withdrawn, removed or lapsed from the Register; and
- (b) if the Vendor for whatever reason cannot cause the caveat to be withdrawn, removed or lapsed from the Register on or before the extended Settlement Date under sub-clause (a), the Contract will be deemed to have come to an end upon which so much of the Purchase Price that has been paid by the Purchaser will be refunded to the Purchaser and there will be no further claim under the Contract by either the Vendor or the Purchaser against the other at law or in equity.

13. CERTIFICATE OF CROWN LAND TITLE NOT CREATED AND REGISTERED ON THE CONTRACT DATE**13.1. APPLICATION**

If a certificate of Crown land title for the Land has not been created and registered as at the Contract Date, this clause shall apply to the Contract.

13.2. VENDOR TO APPLY FOR CERTIFICATE OF CROWN LAND TITLE

The Vendor will at the Vendor's expense as soon as practicable after the Contract Date, apply to the Registrar for the creation and registration of a separate certificate of Crown land title for the Land.

13.3. MINOR ALTERATIONS

The Purchaser must not unreasonably object to minor alterations to the area or boundaries of the Land shown on the relevant plan or the certificate of Crown land title as required by any third party whose consent or approval is required for the creation and registration of a certificate of Crown land title for the Land.

13.4. PURCHASER TO ACCEPT TITLE

The Purchaser must not refuse to accept title to the Land or make any claim for compensation for minor alterations to the area or boundaries of the Land shown on the relevant plan or the certificate of Crown land title.

13.5. VENDOR TO NOTIFY CREATION AND REGISTRATION OF CERTIFICATE OF CROWN LAND TITLE

The Vendor must send a notice notifying the Purchaser or the Purchaser's Conveyancer in writing within 5 Business Days of the creation and registration of a certificate of Crown land title for the Land.

13.6. SETTLEMENT

Settlement in terms of clause 5 is to take place on the later of:

- (a) 14 Business Days after the service of a notice under clause 13.5; or
- (b) the Settlement Date.

13.7. TERMINATION OF CONTRACT

If, prior to the Settlement Date:

- (a) a certificate of Crown land title for the Land in accordance with these Conditions has not been created and registered; or
- (b) the Vendor is unable for whatever reason to transfer title to the Land in accordance with these Conditions,

the Vendor shall repay to the Purchaser the Deposit and all other monies (if any) paid by the Purchaser to the Vendor under the Contract without deduction and on repayment, the Contract will cease to have effect and neither party will have any claim of any nature against the other.

14. CONNECTIONS TO SEWER

If, at the Contract Date:

- (a) the Land is not connected to a sewer; and
- (b) the Vendor has not received a notice from a competent authority requiring the Land to be so connected,

and on or before the Settlement Date a competent authority issues to the Vendor a notice requiring the Land to be connected to a sewer, the Purchaser will be responsible for the payment of all costs and expenses payable to the competent authority or any other body in respect of that connection.

15. MISCELLANEOUS

15.1. NOTICES

- (a) Any notice given or required to be given under this Contract or these Conditions must be in writing addressed as shown below:

- (i) if to the Vendor:

Address: Department of Planning, Lands and Heritage
Locked Bag 2506
PERTH WA 6001

Marked for the attention of the party set out in the Contract and if by fax at the fax number set out in the Contract;

- (ii) if to the Purchaser, to the Purchaser's address shown in the Contract (or to any other address specified by the Purchaser to the Department by notice). A notice served on the Purchaser's Conveyancer in accordance with this clause will be treated for all purposes as if the notice had been served on the Purchaser;
- (iii) must be signed by the sender or an officer of, or under the common seal, of the sender or by the sender's authorised representative (as the case may be);
- (iv) is to be regarded as being given by the sender and received by the addressee:
 - (A) if by delivery in person, when delivered to the addressee;
 - (B) if by post (which posting must be by pre-paid security post), 3 Business Days from and including the date of posting to the addressee; and
 - (C) if by facsimile transmission:
 - (1) on the date the notice or communication is transmitted in its entirety by a facsimile machine; and
 - (2) that facsimile machine produces a transmission report which indicates that the facsimile was sent in its entirety to the facsimile number of the addressee,

but if the delivery or transmission by facsimile is on a day which is not a Business Day or is after 5.00 pm (addressee's time) it is to be regarded as being given at 9.00 am (addressee's time) on the next succeeding Business Day; and

- (v) can be relied upon by the addressee, and the addressee is not liable to any other person for any consequences of that reliance if the addressee believes it to be genuine, correct and authorised by the sender.
- (b) Where the Purchaser comprises 2 or more persons or corporations, or any combination of the same, notice to either 1 person or to 1 corporation is deemed notice to all persons and corporations comprising the Purchaser.

15.2. GOVERNING LAW

These Conditions and the Contract are to be governed by and construed according to the laws of Western Australia.

15.3. MORATORIUM

Unless application is mandatory by law, a statute, proclamation, order, regulation or moratorium, present or future, is not to apply to the Contract or these Conditions so as to abrogate, extinguish, impair, diminish, fetter, delay or otherwise affect prejudicially rights, powers, privileges, remedies or discretions given or accruing to a party.

15.4. SEVERABILITY

If a condition, covenant or stipulation of these Conditions or of the Contract or the application of them to a person or circumstances is, or becomes, invalid or unenforceable the remaining covenants, conditions and stipulations are not to be affected by the invalidity or enforceability, and each covenant, condition and stipulation of these Conditions and the Contract will be valid and enforceable to the fullest extent permitted by law.

15.5. ASSIGNMENT

The Purchaser may not assign its rights under the Contract without the prior written consent of the Vendor, which consent may be withheld in the absolute discretion of the Vendor.

15.6. WAIVER AND VARIATION

A provision of, or a right created under, the Contract may not be:

- (a) waived except in writing signed by the party granting the waiver; or
- (b) varied except in writing signed by all parties.

15.7. FURTHER ASSURANCES

The Vendor and the Purchaser agree to sign, execute and complete all further assurances and documents and to do all things reasonably required to complete the matters set out in, or contemplated by, these Conditions and the Contract.

15.8. OBLIGATIONS SURVIVE SETTLEMENT

Without limitation, to the extent that any obligations under the Contract and these Conditions have not been complied with on or before Settlement, those obligations survive Settlement and continue until complied with.

15.9. LEGAL COSTS

Subject always to clause 15.11, each party is to pay its own solicitor's costs in respect of the Contract and the completion of the Contract.

15.10. DUTY

The Purchaser is to pay all duties (including fines or penalties incurred as a result of the Purchaser's action or inaction) payable in relation to the Contract and the Transfer.

15.11. DEFAULT COSTS AND EXPENSES

The Purchaser shall on demand pay to the Vendor all monies, costs, charges and expenses incurred or expended by the Vendor under or in connection with or by reason of the breach or failure by the Purchaser to observe and perform any of the covenants or conditions on the part of the Purchaser in the Contract or by reason of or in relation to the exercise or attempted exercise by the Vendor of the rights, powers and authorities of the Vendor under the Contract together with interest on those monies at the Rate computed from the time of payment to but excluding the date of repayment or discharge of the liability.

16. GOODS AND SERVICES TAX

16.1. PURCHASER TO PAY GST

The Purchaser must pay additional to the Purchase Price any GST payable by the Vendor in respect of a Taxable Supply made under this Contract. Where GST is payable, the Vendor shall provide to the Purchaser, if required by the Purchaser, a Tax Invoice in the format and form required as set out in the GST law.

16.2. TAX INVOICE

Where GST is payable, the Vendor shall provide to the Purchaser, if required by the Purchaser, a Tax Invoice in the format and form required as set out in the GST law.

16.3. NOTIFICATION IS CONCLUSIVE

A written notification given to the Purchaser by the Vendor of the amount of GST that the Vendor is liable to pay on a Taxable Supply made or to be made under this Contract is conclusive between the parties except in the case of an obvious error.

16.4. IF NO GST LIABILITY

Where the Vendor does not have a liability under the GST Act for GST for a supply under this Contract, the parties agree that the Purchase Price shall be exclusive of any amount in respect of GST.

16.5. MARGIN SCHEME

Where the Vendor has a liability for GST for a Taxable Supply under this Contract and the Vendor is entitled to use the Margin Scheme under the GST Act, if the Vendor and the Purchaser have agreed in writing that the Margin Scheme is to apply to calculate the GST liability prior to the making of the Taxable Supply then the Purchaser shall pay to the Vendor any GST on the Taxable Supply determined in accordance with the Margin Scheme in addition to the Purchase Price.

16.6. THE PURCHASER MUST PAY GST AT SAME TIME

The Purchaser must pay to the Vendor the amount of the GST that the Purchaser is liable to pay under this Contract:

- (a) at the same time; and
- (b) in the same manner,

as the Purchaser is obliged to pay for the Taxable Supply.

16.7. TAX RULING

- (a) If, at any time, the Vendor wishes to obtain a tax ruling from the Australian Taxation Office as to whether or not there is a liability for GST on the Vendor on the Taxable Supply pursuant to this Contract or as to whether or not the Vendor may adopt the Margin Scheme to calculate such GST liability, then the Vendor may (but shall not be obliged to) apply to the Australian Taxation Office for a tax ruling.
- (b) The application for the tax ruling will be made by the Vendor at its sole cost.
- (c) The Purchaser shall provide such assistance as the Vendor may reasonably require to obtain the tax ruling on the matter.
- (d) The Vendor shall not be obliged to accept the tax ruling.
- (e) If a tax ruling has not been obtained prior to the date on which the Purchaser is obliged to pay for the Taxable Supply, then the Purchaser shall pay to the Vendor the amount of GST appearing in the notification mentioned in clause 16.3, subject to a refund or a partial refund being made to the Purchaser if it is finally established that there is no liability for GST or that the Purchaser and the Vendor can validly adopt the Margin Scheme, respectively.

17. CONTAMINATION AND RELATED MATTERS**17.1. NO WARRANTY**

The Vendor makes no warranty:

- (a) as to the nature or extent to which the Land may be affected by any Contamination; and
- (b) that remediation works will not be required to be carried out by the Purchaser for any use which the Purchaser may make of the Land.

17.2. MEMORIAL

- (a) The Vendor may at its sole discretion lodge with the Registrar of Titles a memorial pursuant to section 17 of the LAA over the Land with a statement warning of any Contamination of the Land or other relevant factor as a hazard or other factor affecting, or likely to affect, the use or enjoyment of the Land.
- (b) The Purchaser's execution of this Contract evidences the Purchaser's acknowledgment and consent to any action by the Vendor in accordance with sub-clause (a) and may be relied upon as its consent for the purpose of lodging any such memorial, under section 17(1) of the LAA.

17.3. NO COMPENSATION

Without limiting anything in clause 9, the Purchaser agrees and acknowledges and accepts the Land in its present condition including without limitation the presence of any Contamination and shall not make or take any objection, requisition or claim for compensation, or rescind or terminate the Contract in relation to the presence of any Contamination in over or on the Land which is present at, or may become apparent after, Settlement.

17.4. PURCHASER TO ASSUME ALL RESPONSIBILITY

The Purchaser as owner of the Land must at its own cost and expense assume all responsibility for the presence of any Contamination found over, on or in the Land and must to the fullest extent permitted by the law assume all responsibility for:

- (a) compliance with all Environmental Laws;
- (b) the conduct and performance of any work required by any competent authority in respect of any Contamination or under any Environmental Laws; and
- (c) any legal, statutory or other liability under or in connection with or resulting from the presence of any Contamination over, on or in the Land.

17.5. RELEASE AND INDEMNITY

The Purchaser releases and indemnifies and will keep indemnified, the Minister and the Crown from and against all actions, claims, writs, proceedings, suits, demands, losses, damages, compensation, costs of remediation, legal costs, charges and expenses whatsoever which at any time may be brought, maintained or made against the Minister or the Crown arising from or relating to:

- (a) the state or condition of the Land;
- (b) any Contamination over, on or in the Land or emanating from the Land; or
- (c) both of the matters covered in sub-clauses (a) and (b).

17.6. CLAUSE CONTINUANCE

This clause and the matters binding it:

- (a) do not merge on Settlement; and
- (b) continue after Settlement.

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16.2 EXECUTION OF COMMON SEAL - LICENCE AGREEMENT FOR WATER INFRASTRUCTURE - SM AND MJ EWEN

File Ref:	ADM942
Location:	Lot 5182, Rees Road, Mokup
Applicant:	Not applicable
Author:	Kerryn Chia, Projects Officer
Authorising Officer:	Vin Fordham Lamont, Chief Executive Officer
Date:	27/05/2026
Disclosure of Interest:	Nil
Attachments:	1. Licence Agreement for the Installation and Use of Water Infrastructure - Lots 5182 - FINAL Ewen (Confidential)

SUMMARY:

Council is requested to authorise by Council Resolution, the affixation of the Common Seal to execute the Licence agreement for the Installation and Use of Water Infrastructure between the Shire of West Arthur and Scott Maxwell Ewen and Melanie Jane Ewen.

BACKGROUND:

The agreement will enable the Shire to upgrade the water infrastructure for public use on Rees Road.

COMMENT:

The Shire of West Arthur has applied for funding from the Department of Water and Environmental Regulation (DWER) to upgrade the water infrastructure at Rees Road to include a new pump and the installation of a card swipe system. DWER has provisionally approved the project subject to a Licence Agreement being signed between the landowners (SM and MJ Ewen) and the Shire.

CONSULTATION:

Department of Water and Environmental Regulation
Scott and Mel Ewen
McLeods Lawyers

STATUTORY ENVIRONMENT:

Local Government Act 1995:
– S9.49A Execution of Documents

POLICY IMPLICATIONS:

Policy C19 – Execution of Documents and Use of Common Seal

FINANCIAL IMPLICATIONS:

Nil cost to the Shire. Enables the Shire to receive funding for the upgrade of the water system at Rees Road (Total Project Cost \$135,090). The component of the project allocated to Rees Road is \$46,625.

STRATEGIC IMPLICATIONS:

Natural Environment
Outcome 3.2 – Our water resources are well defined and used sustainably
Invest in water security and manage existing water resources in a sustainable manner

RISK IMPLICATIONS:

Risk management is the removal of uncertainty from business decisions. Risk is expressed in terms of likelihood it may occur and the consequences that may flow from it. The consequences may be positive or negative or simply a deviation from the expected. The risk or consequence may be related to health and safety; financial; business or service interruption; compliance; reputation; or the environment. **Reference to the risk matrix below will generate a risk rating by assessing the likelihood and consequence and multiplying these scores by each other.** The greater the risk rating, the greater the risk and the higher the need for specific plans to be developed. All items with a risk rating greater than 10 should be added to the Risk Register and specific controls developed.

Risk Themes:

A risk theme is the categorising of risk. For example, the collection of risks that represent compliance failure. The risk themes in the shire Risk Register include:

- Business Disruption
- Community Disruption
- IT or Communications Failure
- External Threat or Fraud
- Misconduct
- Inadequate safety or security practices
- Inadequate project or change management
- Errors Omissions or Delays
- Inadequate Document Management Processes
- Inadequate supplier / contract management
- Providing inaccurate advice / information
- Ineffective Employment practices
- Compliance failure
- Inadequate asset management
- Inadequate engagement practices
- Ineffective facility or event management
- Inadequate environmental management

Risk Matrix:

Consequence Likelihood		Insignificant	Minor	Moderate	Major	Catastrophic
		1	2	3	4	5
Almost Certain	5	Medium (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Medium (8)	High (12)	High (16)	Extreme (25)
Possible	3	Low (3)	Medium (6)	Medium (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Medium (6)	Medium (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Medium (5)

Description of Key Risk	Water supply cannot be developed
Risk Likelihood (based on history and with existing controls)	Possible (3)
Risk Consequence	Major (4)
Risk Rating (Prior to Treatment or Control): Likelihood x Consequence	High (12)
Principal Risk Theme	Inadequate Document Management Processes Inadequate asset management

Risk Action Plan (Controls or Treatment Proposed)	Execute the document as per recommendation
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VOTING REQUIREMENTS:

Simple Majority

RESOLUTION OCM-2026-060

Moved: Cr Duncan South
Seconded: Cr Graeme Peirce

That Council authorise the Shire President and Chief Executive Officer to execute the following attached document under the Common Seal of the Shire of West Arthur:

1. the attached Licence Agreement for the Installation and Use of Water Infrastructure over Lot 5182 Rees Road, Mokup between the Shire and SM and MJ Ewen.

In Favour: Crs Karen Harrington, Duncan South, Neil Morrell, Graeme Peirce, Russell Prowse,
Natalie O'Neill, Helen Lubcke
Against: Nil

CARRIED 7/0

CONFIDENTIAL ATTACHMENT
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17 MATTERS BEHIND CLOSED DOORS**RESOLUTION OCM-2026-061**

Moved: Cr Graeme Peirce
 Seconded: Cr Neil Morrell

That Council considers the confidential report(s) listed below as item 17.1, in a meeting closed to the public in accordance with Section 5.23(4)(g) of the Local Government Act 1995, Regulation 4A(a) of the Local Government (Administration) Regulations 1996, and Council is satisfied that discussion of this matter in an open meeting would, on balance, be contrary to public interest as it deals with the price, or potential price, for the sale or purchase of property by the local government and any information relating to the price or potential price

In Favour: Crs Karen Harrington, Duncan South, Neil Morrell, Graeme Peirce, Russell Prowse, Natalie O'Neill, and Helen Lubcke
 Against: Nil

CARRIED 7/0

At 8.49pm, members of the public left the Chambers.

17.1 ACCEPTANCE OF OFFER FOR PURCHASE OF 17 NANGIP CRESCENT, DARKAN

File Ref: A782
Location: 17 Nangip Crescent, Darkan
Applicant: Not applicable
Author: Rajinder S Sunner, Manager Corporate Services
Authorising Officer: Vin Fordham Lamont, Chief Executive Officer
Date: 13/05/2026
Disclosure of Interest: Nil
Attachments: 1. Contract for Sale of Land by Offer and Acceptance

This matter is considered to be confidential under Section 5.23(4)(g) of the Local Government Act 1995 and Regulation 4A(a) of the Local Government (Administration) Regulations 1996, and Council is satisfied that discussion of this matter in an open meeting would, on balance, be contrary to public interest as it deals with the price, or potential price, for the sale or purchase of property by the local government and any information relating to the price or potential price.

SUMMARY:

Council is requested to consider accepting an offer received following the passing-in of the auction for Shire-owned vacant residential land at 17 Nangip Crescent, Darkan (Lot 288 on Deposited Plan 182313; Vol 2220 Folio 242).

VOTING REQUIREMENTS:

Simple Majority

RESOLUTION OCM-2026-062

Moved: Cr Neil Morrell

Seconded: Cr Russell Prowse

That Council:

1. ACCEPTS the attached offer to purchase the Shire-owned vacant residential lot at 17 Nangip Crescent, Darkan (Lot 288 DP 182313; Vol 2220 Folio 242) for \$65,000, with a deposit of \$6,000 payable within 10 days of acceptance and settlement within 28 days of acceptance, generally in accordance with the attached Offer and Acceptance.
2. NOTES that this disposal is exempt from the requirements of section 3.58 of the Local Government Act 1995 pursuant to regulation 30(2a)(a) of the Local Government (Functions and General) Regulations 1996, as the property was offered by public auction on 18 April 2026 and was passed in due to no bids.
3. AUTHORISES the Chief Executive Officer to:
 - a. execute and, if required, affix the common seal of the Shire to the Offer and Acceptance and, along with the Shire President where necessary, any associated settlement documentation on behalf of the Shire;
 - b. undertake all actions necessary to complete settlement and transfer of the property.
4. DIRECTS that, in accordance with regulation 30(2b) of the Local Government (Functions and General) Regulations 1996, details of the disposition are to, for a period of 1 year beginning on 18 April 2026 (the day of the initial auction):
 - a. be made available for public inspection; and
 - b. be published on the Shire's official website.

In Favour: Crs Karen Harrington, Duncan South, Neil Morrell, Graeme Peirce, Russell Prowse, Natalie O'Neill, Helen Lubcke

Against: Nil

CARRIED 7/0

CONFIDENTIAL ATTACHMENT
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RESOLUTION OCM-2026-063

Moved: Cr Graeme Peirce

Seconded: Cr Duncan South

That Council moves out of closed session and reconvene the meeting as open to the public.

In Favour: Crs Karen Harrington, Duncan South, Neil Morrell, Graeme Peirce, Russell Prowse,
Natalie O'Neill, and Helen Lubcke

Against: Nil

CARRIED 7/0

18 CLOSURE OF MEETING

The Presiding Member declared the meeting closed at 8.51pm.