UNCONFIRMED MINUTES

Shire of West Arthur
Ordinary Council Meeting
Thursday 22 October 2026

Forest to Wheatbelt

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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, 22 OCTOBER 2026 AT 7.30PM

1 DECLARATION OF OPENING/ANNOUNCEMENT OF VISITORS

The Presiding Member declared the meeting open at 7.30pm.

The Presiding Member advised all attendees that this meeting is being audio recorded by the Shire of West Arthur. Attendance at this meeting may involve the collection of personal information, including an individual's voice, and any statements made. Recordings are made for the purpose of maintaining accurate records, enabling transparency in decision-making and fulfilling the legislative requirement of the Local Government Act 1995, and regulations 14F-14I of the Local Government (Administration) Regulations 1996. Recordings are published and made available to the public in accordance with applicable legislation. Personal information is managed in accordance with applicable privacy legislation and the Shire of West Arthur's Privacy and Responsible Information Sharing Policy.

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)
	Kylie Caley	(Deputy Chief Executive Officer)
	Gary Rasmussen	(Manager Works and Services)
	Sharon Bell	(Community Development Officer)
	Kerryn Chia	(Projects Officer)
	Cassandra Squires	(Works Administration)
APOLOGIES:	Nil	
ON LEAVE OF ABSENCE:	Nil	
ABSENT:	Nil	
MEMBER OF THE PUBLIC:	Nil	

3 ANNOUNCEMENTS OF PRESIDING MEMBER

Nil

4 RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE

Nil

5 PUBLIC QUESTION TIME

Nil

6 PETITIONS, DEPUTATIONS, PRESENTATIONS, SUBMISSIONS

Nil

7 APPLICATIONS FOR LEAVE OF ABSENCE

Nil

8 DISCLOSURE OF INTEREST

Nil

9 CONFIRMATION OF MINUTES OF PREVIOUS MEETINGS HELD

9.1 ORDINARY MEETING OF COUNCIL 24 SEPTEMBER 2026

File Ref: **ADM378**

Author: **Renee Schinzig, Administration Officer**

Authorising Officer: **Vin Fordham Lamont, Chief Executive Officer**

Date: **18/09/2026**

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-2026-108

Moved: Cr Duncan South
Seconded: Cr Neil Morrell

That the Minutes of the Ordinary Meeting of Council held in the Council Chambers on 24 September 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)

Thursday 1st October: State Government Agencies Renewable Energy Transition issues. Main items discussed Heavy Vehicle Parking Bay, Western Power Clean Energy Link Stage 1 and Shire of West Arthur resourcing requirements.

Tuesday 6th October: Central Country Zone Executive Meeting Online to discuss the new zone strategy document.

Tuesday 13th October: Attended an information session with Altus Planning, Lacour Energy, Urbis regarding the West Arthur Wind Farm.

Also attended online Powering WA Community Benefit Fund pilot program where the main discussion was focused around the series of workshops that The Energy Charter will facilitate.

Wednesday 14th October: Online 4WDL meeting to review quotes for commercial/industrial development business case.

Thursday 15th October: met with CEO and a community member to discuss community engagement.

Friday 16th October: Attended online training for the Development Assessment Panel.

Wednesday 21st October: Online meeting with The Energy Charter and CEO to discuss Shire of West Arthur Community Benefit Fund workshops.

Cr Duncan South (Deputy Shire President)

Friday 9th October: Regional Road Group Meeting.

Monday 12th October: Bush Fire Advisory Committee Meeting.

Friday 16th October: Attended online the training for the Development Assessment Panel.

Cr Neil Morrell

Tuesday 13th October: Attended an information session with Altus Planning, Lacour Energy, Urbis regarding the West Arthur Wind Farm.

Cr Graeme Peirce

Wednesday 7th October: Met with Lacour regarding fire management.

Monday 12th October: Bush Fire Advisory Committee Meeting.

Tuesday 13th October: Attended an information session with Altus Planning, Lacour Energy, Urbis regarding the West Arthur Wind Farm.

Friday 16th October: Attended online training for the Development Assessment Panel.

Cr Russell Prowse

Wednesday 7th October: Met with Lacour regarding fire management.

Friday 16th October: Attended online training for the Development Assessment Panel.

Cr Helen Lubcke

Nil

Cr Natalie O'Neill

Nil

11 OFFICE OF THE CHIEF EXECUTIVE OFFICER

11.1 COUNCIL MEETING DATES 2027

File Ref:	**ADM048**
Location:	**N/A**
Applicant:	**N/A**
Author:	**Renee Schinzig, Administration Officer**
Authorising Officer:	**Vin Fordham Lamont, Chief Executive Officer**
Date:	**17/09/2026**
Disclosure of Interest:	**Nil**
Attachments:	**Nil**

SUMMARY:
Council is requested to set the dates and start time for its 2027 Ordinary Council Meetings to enable timely publication of meeting details, in line with the Local Government Act 1995 and the Local Government (Administration) Regulations 1996.

BACKGROUND:

- Ordinary meetings must be held "not more than 3 months apart," and the CEO must convene meetings with the required notice and agenda. Setting dates in October enables compliance and forward planning.
- The CEO is required to publish meeting details (date, time, place) on the Shire's website before the beginning of the year in which the meetings are to be held. Early setting of the schedule facilitates this publication requirement.
- The Shire's established practice is to meet on the fourth Thursday of each month, with no meeting in January, and on the third Thursday of December to avoid the busy pre-Christmas period.

COMMENT:
It is proposed that Ordinary Meetings of Council in 2027 continue to be held at 7:30pm in the Council Chambers, 31 Burrowes Street, Darkan, on the fourth Thursday of each month except for January (no meeting), March (third Thursday) and December (third Thursday).

Although, where most Council meetings are scheduled for the fourth Thursday of each month, in months where a fifth Thursday occurs, this results in Council meeting approximately one week prior to month end. Consequently, officer reports and agenda items must be finalised earlier in the month, effectively reducing the available preparation and reporting period.

To provide a more consistent reporting cycle, maximise available preparation time and improve the quality and currency of information presented to Council, it is proposed that meetings in five-Thursday months be held on the fifth Thursday rather than the fourth Thursday. The proposal does not increase the time between meetings; it simply allows Council to make use of the full month where the calendar provides an additional Thursday. In 2027, those months are April, July and September.

The proposed dates balance continuity for the community and administration with avoidance of peak holiday periods.

Proposed 2027 Ordinary Council Meeting Dates

- January – No Meeting
- Thursday 25 February 2027
- Thursday 18 March 2027 (third Thursday due to Easter)
- Thursday 29 April 2027
- Thursday 27 May 2027
- Thursday 24 June 2027
- Thursday 29 July 2027
- Thursday 26 August 2027
- Thursday 30 September 2027
- Thursday 28 October 2027
- Thursday 25 November 2027
- Thursday 16 December 2027 (Third Thursday to avoid Christmas period)

Special Council Meetings may be called as required to address urgent matters.

CONSULTATION:
Nil

STATUTORY ENVIRONMENT:
Local Government Act 1995:
- s5.3 – Ordinary and special council meetings (ordinary meetings not more than 3 months apart).
- s5.5 – Convening council meetings (notice to members with agenda).
- s5.25 – Regulations about council and committee meetings (public notice, minutes, agenda availability).

Local Government (Administration) Regulations 1996:
- Reg 12 – Publication of meeting details (publish on website before the beginning of the year).
- Reg 14 – Notice papers, agendas and documents to be publicly available and published on the website (unless confidential).

POLICY IMPLICATIONS:
Nil

FINANCIAL IMPLICATIONS:
Provision for meeting preparation and elected member attendance fees is included in the annual budget; no additional allocation is required for adopting the dates.

STRATEGIC IMPLICATIONS:
Shire of West Arthur Strategic Community Plan 2021-2031
Theme: Leadership and Management
Outcome: Councillors represent the community and are well trained
Strategy: Council process is open and transparent to the general 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 correctly advertise Ordinary Meeting of Council dates
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)	Advertise Council Meeting dates as per legislative requirements

VOTING REQUIREMENTS:

Simple Majority

RESOLUTION OCM-2026-109

Moved: Cr Natalie O'Neill
Seconded: Cr Graeme Peirce

That Council set the following Ordinary Meeting dates for 2027, to be held at 7:30pm in the Council Chambers, 31 Burrowes Street, Darkan, and authorise the CEO to publish the meeting details on the Shire's website in accordance with the Local Government (Administration) Regulations 1996:

- January – No Meeting
- Thursday 25 February 2027
- Thursday 18 March 2027 *(third Thursday to avoid the Easter period)*
- Thursday 29 April 2027 *(fifth Thursday)*
- Thursday 27 May 2027
- Thursday 24 June 2027
- Thursday 29 July 2027 *(fifth Thursday)*
- Thursday 26 August 2027
- Thursday 30 September 2027 *(fifth Thursday)*
- Thursday 28 October 2027
- Thursday 25 November 2027
- Thursday 16 December 2027 *(Third Thursday to avoid Christmas period)*

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

CARRIED 7/0

11.2 REPLACEMENT OF THE SHIRE OF WEST ARTHUR COMMON SEAL

File Ref:	**ADM802**
Location:	**N/A**
Applicant:	**N/A**
Author:	**Renee Schinzig, Administration Officer**
Authorising Officer:	**Vin Fordham Lamont, Chief Executive Officer**
Date:	**02/10/2026**
Disclosure of Interest:	**Nil**
Attachments:	**Nil**

SUMMARY:

Council is requested to consider the replacement of the existing embossing style Common Seal with an inked version.

BACKGROUND:

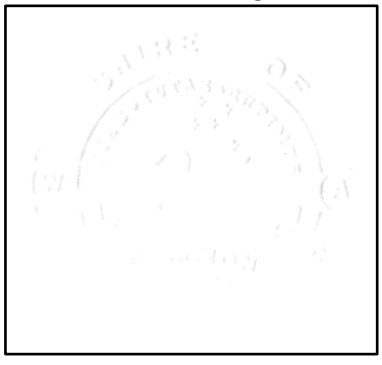
The existing Common Seal of the Shire of West Arthur is a traditional, heavy, lever-operated, Common Seal Embossing Press.

In recent years, changes in technology such as the movement of records to and from the cloud, and document exchange with third parties via email, are proving to be a challenge in regard to the copying of documents which have been embossed with the Shire seal. This is mainly due to the lowered visibility of the embossed seal when scanned. Images from a mobile phone camera and a scanner are provided below for comparison.

photo image



scanned image



Many other Councils have already made the switch to an inking type seal to assist with visibility on scanned documents and ease of application.

COMMENT:

Advice from WALGA and McLeods Lawyers is that there is no legislative requirement, required registration process, or external approval procedure to amend a common seal.

However, legal advice indicates that seeking Council's approval to the change, due to the requirements of *s.9.49A* of the *Act* in which the affixing and use of the seal requires local government authorisation, provides a dated resolution of the adoption of the amended form of the seal, giving a reference record of the execution of a document with an amended seal if evidence is ever required.

The author has reached out to a supplier of rubber inking stamps to provide a quote and assistance with a design to incorporate our updated Shire logo. The sample is shown below.



Replacing the embossing press with an inked Common Seal will improve the visibility of the seal on scanned documents. However, an inked seal may be easier to reproduce, which creates an additional risk that needs to be managed.

To address this risk, amendments to Policy C19 are proposed for Council's consideration at this meeting. These amendments include controls relating to:

- custody requirements;
- reproduction prohibitions;
- access control;
- incident reporting.

These controls are intended to reduce the risk of unauthorised use or reproduction of the inked Common Seal and support appropriate governance of its use.

CONSULTATION:

WA Local Government Association
McLeods Lawyers

STATUTORY ENVIRONMENT:

Local Government Act 1995
s.2.5(2) The local government is a body corporate with perpetual succession and a common seal.
s.9.49A Execution of Documents

POLICY IMPLICATIONS:

Policy C19 – Execution of Documents and Use of Common Seal will be updated.

FINANCIAL IMPLICATIONS:

There are no financial implications. Cost to purchase a rubber stamp with ink is less than $100 inclusive of freight which has no impact on the already adopted budget allocations.

STRATEGIC IMPLICATIONS:

Shire of West Arthur Strategic Community Plan
Theme: Leadership and Management – Inspirational, Dynamic, Transparent
Strategy: Comply with regulations and best practice standards to drive good decision making by Council and staff
Outcome: Establish and maintain sound business and governance structures

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	Documents executed with the Common Seal can't be seen clearly raising questions to other parties as to whether the document has been validly executed.
Risk Likelihood (based on history and with existing controls)	Unlikely (2)
Risk Consequence	Insignificant (1)
Risk Rating (Prior to Treatment or Control): Likelihood x Consequence	Low (2)
Principal Risk Theme	Inadequate Document Management Processes
Risk Action Plan (Controls or Treatment Proposed)	Council to adopt the new common seal to allow visibility and clarity in the execution of documents.

VOTING REQUIREMENTS:

Simple Majority

RESOLUTION OCM-2026-110

Moved: Cr Graeme Peirce
Seconded: Cr Neil Morrell

That Council

1. **ADOPT** the new design and type of Common Seal as presented;
2. **APPROVE** the purchase of a rubber inking Common Seal stamp incorporating the new design;
3. **NOTE** that from 1 December 2026, all documents requiring execution by Common Seal must be sealed with the rubber ink stamp; and
4. **NOTE** that from 1 December 2026, the current embossing common seal press will no longer be valid for the execution of documents; and
5. **DIRECT** the Chief Executive Officer to register the historical record of the Embossing Common Seal Press.

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

CARRIED 7/0

11.3 AMENDED POLICY C19 - EXECUTION OF DOCUMENTS AND USE OF COMMON SEAL

File Ref:	**ADM015**
Location:	**N/A**
Applicant:	**N/A**
Author:	**Renee Schinzig, Administration Officer**
Authorising Officer:	**Vin Fordham Lamont, Chief Executive Officer**
Date:	**17/09/2026**
Disclosure of Interest:	**Nil**
Attachments:	**1. Current Policy C19 - Adopted June 2026** **2. Amended Policy Draft - C19 - Execution of Documents and Use of Common Seal**

SUMMARY:
Council is requested to consider and adopt the amendments made to Policy C19 to establish controls for the use of wet, electronic, digital and scanned signatures; clarify document-execution authorities; strengthen authentication, security and recordkeeping requirements; and align the policy with the proposed replacement of the Shire's Common Seal.

BACKGROUND:
The purpose of Policy C19 - Execution of Documents and use of Common Seal is to provide clear and concise guidance to employees preparing documents for execution and to those who have been authorised as to the execution of documents on behalf of the Shire in accordance with provisions of s.9.49A of the Local Government Act 1995.

The objective of this Policy is to:

1. Outline the types of document categories;
2. List who has authority to execute for each category;

COMMENT:
Council's existing policy for Execution of Documents and use of Common Seal was updated in June of this year to include legislative changes and provide clarity to staff.

Since the previous policy review in June 2026, provisions relating to electronic and digital signatures have been incorporated to reflect contemporary document execution practices and evolving organisational requirements. These additions provide a clear framework for the secure and appropriate use of electronic signing methods, improve administrative efficiency, support digital service delivery, and ensure that document execution processes remain consistent with legislative, governance and risk management obligations. The amendments enhance certainty regarding the validity and enforceability of electronically executed documents while maintaining appropriate levels of authorisation, accountability and record keeping.

Area	Existing position	Proposed change
Electronic execution	Limited guidance	Defined methods and risk controls
Scanned signatures	Not expressly regulated	Restricted to protected systems
Category 1	Common Seal controls	Wet-signature rule clarified
Category 2	Officer execution authority	Digital signing controls added
Category 3	Operational documents	Electronic signatures addressed
Records	Common Seal register	Authentication and audit records added
Security	Limited detail	Role-based access and breach reporting

The amendments provide a governance framework intended to reduce execution risk and support legally permissible electronic signing. They do not displace document-specific statutory, witnessing, lodgement or counterparty requirements.

CONSULTATION:

Chief Executive Officer
WALGA

STATUTORY ENVIRONMENT:

Local Government Act 1995

- s.9.49A Execution of Documents
- s.2.7(2)(b) Role of Council
- s.5.41 Role of the CEO

Electronic Transactions Act 2011
Electronic Transactions Regulations 2012
State Records Act 2000
Property Law Act 1969
Transfer of Land Act 1893
Privacy and Responsible Information Sharing Act 2024 (WA)

POLICY IMPLICATIONS:

Existing policy C19 will be updated.

FINANCIAL IMPLICATIONS:

Implementation is expected to be managed within existing budget allocations using existing approved Shire systems. Any future acquisition or licensing of alternate digital-signature software will be considered through the Shire's normal budget and procurement processes.

STRATEGIC IMPLICATIONS:

Shire of West Arthur Strategic Community Plan 2021-2031
Theme: 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
- Provide informed decision making based on our strategic directions and legal requirements and that these are open, transparent and adequately communicated with 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	Incorrect execution of Shire documents resulting in unenforceable/invalid decision.
Risk Likelihood (based on history and with existing controls)	Unlikely (2)
Risk Consequence	Moderate (3)
Risk Rating (Prior to Treatment or Control): Likelihood x Consequence	Medium (6)
Principal Risk Theme	Compliance Failure
Risk Action Plan (Controls or Treatment Proposed)	Approved updated policy as presented.

VOTING REQUIREMENTS:

Simple Majority

RESOLUTION OCM-2026-111

Moved: Cr Neil Morrell
Seconded: Cr Helen Lubcke

That Council:

1. Pursuant to sections 2.7(2)(b) and 9.49A(4) of the Local Government Act 1995, **ADOPT** amended Policy C19: Execution of Documents and Use of Common Seal, as contained in Attachment 2;
2. **AUTHORISE** the Chief Executive Officer to make minor administrative and formatting amendments that do not alter the intent or substance of the Policy;
3. **NOTE** that the provisions of the Policy concerning the replacement Common Seal will take effect from 1 December 2026, subject to Council separately adopting the replacement Common Seal; and
4. **REQUEST** the Chief Executive Officer to implement supporting administrative procedures, approved system controls, authorised user records and staff guidance for electronic, digital and scanned signatures.

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

CARRIED 7/0

Policy Title	**C19 - Execution of Documents and Use of Common Seal**
Policy Type	**Governance**
Responsible Officer	**Chief Executive Officer**

Purpose

The purpose of this Policy is to provide clear guidance as to the execution of documents on behalf of the Shire in accordance with the provisions of the Act.

Scope

This Policy applies to Shire of West Arthur employees preparing documents for execution and/or who have been authorised through the provisions of this Policy to execute documents on behalf of the Shire.

Definitions

Act means Local Government Act 1995 (WA)

Authorised person means a person authorised under s.9.49A(4) (or other lawful authority) to sign on behalf of the Shire.

Common Seal - is the company signature that the Shire can use in certain circumstances to execute documents.

Document means contracts, agreements, deeds, instruments, transfers, forms and Landgate dealings.

Execute includes signing, sealing, witnessing/attesting, and any other step required to make a document effective.

Landgate dealings includes forms/instruments lodged with Landgate.

Legislative and Governance Framework

Local Government Act 1995 (WA) – s.9.94A

- *s.9.94A(2):* The common seal must not be affixed unless Council has authorised its use by resolution.
- *s.9.94A(3):* When the seals is affixed it is to be attested by the Shire President and the CEO (or persons acting in those positions).
- *s.9.94A(4):* Council may, by resolution, authorise the CEO, another employee or an agent to sign documents on behalf of the local government, either generally or subject to conditions/restrictions.

This Policy is intended to operate consistently with Council resolutions, the Shire's Delegation Register, procurement and financial policies, and recordkeeping requirements.

Policy Statement

For the purposes of this Policy, Documents commonly executed by the Shire are grouped into three categories. The way in which a document is to be executed and who has the authority to execute a

Document is based upon its category.

This policy defines those categories and the Shire employees who are authorised to execute listed documents. Employees who sign documents are also restricted to any applicable delegations of authority as listed in the Shire's Delegation Register.

An employee authorised through this Policy to execute documents is to ensure that they have a full understanding of the document.

Category 1 – Common Seal and a Specific Council Decision Required

Category 1 documents are those that require the Shire's Common Seal to be validly affixed in accordance with section 9.49A(2) – (3) of the Act, and requires that Council has specifically authorised by resolution:

i. to enter into the transaction; and
ii. the execution of the document by the Shire; and
iii. the affixing of the Common Seal to the document in accordance with section9.94A(2); and
iv. attested by the Shire President and CEO (or acting in those roles) s.949A(3)

Description
Local Laws – Made and Amended
Local Planning Scheme and Amendments
Landgate documents: i. Restrictive Covenants under s129B pf the *Transfer of Land Act 1893* ii. Transfer of land documents where the Shire is transferring land (including for sale of property for non-payment of rates) iii. Strata Tile
Documents required by another party to be duly exercised by Common Seal
Mortgages, Loans and Debentures
Documents of a Ceremonial Nature of Council's choice
Any other documents where the law requires the Common Seal to be affixed

Where possible, Documents requiring the Common Seal, must be duly executed by the other counterparties prior to being submitted to the Shire for execution.

Category 2 Documents

Category 2 documents are documents that do not require the affixing of the Shire's Common Seal.

Standing authorisation to sign section 9.49A(4):

By adopting this Policy, in accordance with section9.49A(4) of the Act, Council authorises the Chief Executive Officer to sign any documents that are necessary or appropriate to enable them to carry out their functions under any written law.

Further, the Officers additionally listed in the table below are also authorised to sign documents on behalf of the Shire of West Arthur subject to limits imposed by the Delegations Register and internal instruments such as procurement and financial controls, policies and Council decisions.

Description	Authority to Execute	Example of Documents
Offer and Acceptance forms and associated documents required to enact a decision of Council to purchase or sell land	• Chief Executive Officer • Responsible Manager	➢ Standard REIWA terms ➢ Special conditions of offer ➢ Contracts of sale
Documents required to enact a decision to award a tender	• Chief Executive Officer • Responsible Manager	➢ Contractual documents resulting from a tender process
General deeds, legal agreement (not otherwise listed)	• Chief Executive Officer • Responsible Manager	➢ Settlements and/or releases ➢ Confidentially and non-disclosure
Memorandums of understanding and other statements of intent and terms and conditions	• Chief Executive Officer • Responsible Manager	
Grant Funding and Sponsorship Agreements	• Chief Executive Officer • Responsible Manager	
Leases, licences and associated documents	• Chief Executive Officer • Responsible Manager	➢ Agreements ➢ Variations
Documents required when the Shire owns land or manages land under a management order	• Chief Executive Officer • Responsible Manager	➢ Subdivision applications ➢ Development applications ➢ Building applications ➢ Agreement for access and indemnity
Documents prepared for registration at Landgate (other than those specified in Category 1 of this Policy)	• Chief Executive Officer • Responsible Manager	➢ Restrictive covenants ➢ Caveats ➢ Memorials ➢ Covenants ➢ Easements ➢ Rights of carriageway ➢ Notification on title as required by a condition of approval, etc
Other documents required to enact a decision of Council	• Chief Executive Officer • Responsible Manager	

Category 3 – No Common Seal – Officers defined in Policy

Category 3 documents are documents that are created in the normal course of business to discharge the duties of an Officer's position in a manner consistent with Shire policies and procedures. These documents are to be executed by the Chief Executive Officer, a Manager, or a Shire officer where the authority and accountability has been extended through an authorisation, policy, procedure, or a position description.

Category 3 documents include but are not limited to the following:

Description
Agreements in the normal course of business for the purchase of goods or services identified within the service unit's budget (other than for tenders) and conforming to the requirements of the Shire's Purchasing Policy and other relevant policies.
General correspondence required to discharge the duties of the position.
Regular hire arrangements.

Common Seal Register

A Common Seal Register must be maintained to record:

- Date of sealing
- Document title/description;
- Counterparty;
- Authority (Council resolution reference, or Category 1(B) standing authorisation under this Policy);
- Attesting officers (President/CEO or acting); and
- Storage location in the Shire's records system.

A scanned copy of the executed document and supporting authority must be captured into the Shire's official recordkeeping system.

Controls and Escalation

If a document is unusual/high risk, involves disposal/acquisition of land, departs from standard conditions, or a counterparty insists on a particular execution form, the CEO must determine whether legal advice and/or Council decision is required prior to execution.

History	25/05/2023 Adopted 24/08/2023 Amended 22/05/2025 Reviewed 23/05/2026 Reviewed 25/06/2026 Amended
Delegation	Nil
Relevant Legislation	*Local Government Act 1995*
Related Documentation	

Policy Title	**C19 – Execution of Documents and Use of Common Seal**
Policy Type	**Governance**
Responsible Officer	**Chief Executive Officer**

Purpose

The purpose of this Policy is to provide clear guidance as to the execution of documents on behalf of the Shire, in accordance with the provisions of the Act.

Scope

This Policy applies to Shire of West Arthur employees preparing documents for execution and/or who have been authorised through the provisions of this Policy to execute documents on behalf of the Shire.

Principles

The execution of documents on behalf of the Shire is to be lawful, secure, accountable and supported by appropriate authorisation, recordkeeping and governance controls. The method of execution adopted must be proportionate to the nature, risk and legal requirements of the document.

Definitions

Act means Local Government Act 1995 (WA)

Approved Secure System: A Shire-approved system with individual authentication, role controls, and audit logging.

Authorised person means a person authorised under s.9.49A(4) (or other lawful authority) to sign on behalf of the Shire.

Common Seal means the official seal of the Shire.

Digital Signature: A cryptographic signature applied through approved tools that verifies identity and document integrity.

Document includes contracts, agreements, deeds, instruments, transfers, forms, and Landgate dealings.

Electronic Signature (eSignature): means electronic data in, attached to or logically associated with a document or electronic communication that identifies a person and indicates that person's intention in relation to the information communicated. It may include a typed name, secure click-to-sign process, electronic approval action, or another legally permissible electronic method.

Execute includes signing, sealing, witnessing/attesting, and any other step required to make a document effective.

Landgate dealings include forms/instruments lodged with Landgate.

Responsible Manager means a Manager who has operational responsibility for the relevant matter, as determined by the CEO, and who holds any required delegation or authority under the Delegations Register.

Scanned (Digitised) Signature: An image of a handwritten (wet) signature captured or reproduced electronically and applied to a document, excluding system-generated execution markers or system attestations that identify the authorised user through secure authentication and audit logging rather than signature imagery.

Wet Signature means a handwritten signature applied in ink to a physical document.

Legislative and Governance Framework

Local Government Act 1995 (WA) – s.9.49A

- *s.9.49A(2):* The common seal must not be affixed unless Council has authorised its use by resolution.
- *s.9.49A(3):* When the seal is affixed it is to be attested by the Shire President and the CEO (or persons acting in those positions).
- *s.9.49A(4):* Council may, by resolution, authorise the CEO, another employee or an agent to sign documents on behalf of the local government, either generally or subject to conditions/restrictions.

Electronic Transactions Act 2011 (WA)

Under the Electronic Transactions Act 2011 (WA), a requirement for writing or signature can be satisfied electronically where:

- A method identifies the person and indicates their intention;
- The method is reliable and suitable for the transaction's purpose; and
- The parties' consent to electronic execution.

Electronic execution is not permitted where excluded by law.

State Records Act 2000 (WA)

All signed documents and associated audit records are official records and must be captured, retained and managed in accordance with the State Records Act 2000 (WA) and the Shire's Recordkeeping Plan.

Privacy and Responsible Information Sharing Act 2024 (WA)

Signature processes involving personal information must comply with applicable privacy, information-sharing, records-management, and data-breach requirements, including the Privacy and Responsible Information Sharing Act 2024 to the extent that its relevant provisions apply to the Shire.

This Policy is intended to operate consistently with Council resolutions, the Shire's Delegations Register, procurement and financial policies, and recordkeeping requirements

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Policy Statement

For the purposes of this Policy, Documents commonly executed by the Shire are grouped into three categories. The way in which a document is to be executed, when the use of Digital and Electronic Signatures and who has the authority to execute a Document is based upon its category.

This Policy defines those categories and the Shire employees who are authorised to execute listed documents. Employees who sign documents are also restricted to any applicable delegations of authority as listed in the Shire's Delegations Register.

An employee authorised through this Policy to execute documents is to ensure that they have a full understanding of the document.

An employee formally appointed to act in an authorised position may exercise the execution authority applicable to that position during the acting period.

Category 1 – Common Seal and a Specific Council Decision Required

Category 1 documents are those that require the Shire's Common Seal to be validly affixed in accordance with section 9.49A(2) – (3) of the Act, and requires that Council has specifically authorised by resolution:

i. to enter into the transaction; and
ii. the execution of the document by the Shire; and
iii. the affixing of the Common Seal to the document in accordance with section 9.49A(2); and
iv. attested by the Shire President and CEO (or acting in those roles) s.9.49A(3).

Description
Local Laws – Made and Amended
Local Planning Scheme and Amendments
Land documents; Transfers of land, leases, mortgages, easements, restrictive covenants, caveats, strata title documents and other registrable land instruments requiring execution under the Common Seal.
Documents required by another party to be duly executed by Common Seal
Mortgages, Loans and Debentures
Documents of a Ceremonial Nature of Council's choice
Any other documents where the law requires the Common Seal to be affixed.

Where possible, Documents requiring the Common Seal, must be duly executed by the other counterparties prior to being submitted to the Shire for execution.

Unless legislation or an approved statutory electronic lodgement system expressly permits another method, Category 1 documents must be executed using wet signatures and the physical Common Seal. Electronic, digital, and scanned signatures must not be used for Category 1 documents unless expressly permitted by applicable legislation and any relevant lodgement authority requirements, and the CEO has obtained legal confirmation of the proposed method and has provided written approval of those confirmations.

Category 2 – No Common Seal – Officers Authorised by Council

Category 2 documents are documents that do not require the affixing of the Shire's Common Seal.

Standing authorisation to sign s.9.49A(4):

By adopting this Policy, in accordance with section 9.49A(4) of the Act, Council authorises the Chief Executive Officer to sign any documents that are necessary or appropriate to enable them to carry out their functions under any written law.

Further, the Officers additionally listed in the table below are also authorised to sign documents on behalf of the Shire of West Arthur subject to limits imposed by the Delegations Register and internal instruments such as procurement and financial controls, policies and Council decisions.

An authorisation to sign does not confer authority to make the underlying decision, incur expenditure, dispose of property, award a contract or otherwise commit the Shire. The relevant decision must first have been lawfully made by Council or by an officer exercising delegated, statutory or operational authority.

Description	Authority to Execute	Example of Documents
Offer and Acceptance forms and associated documents required	• Chief Executive Officer • Responsible Manager	➢ Standard REIWA terms ➢ Special conditions of offer

to enact a decision of Council to purchase or sell land.		➢ Contracts of sale
Documents required to enact a decision to award a tender	• Chief Executive Officer • Responsible Manager	➢ Contractual documents resulting from a tender process
General deeds, legal agreements (not otherwise listed)	• Chief Executive Officer • Responsible Manager	➢ Settlements and/or releases ➢ Confidentiality and non-disclosure
Memorandums of Understanding and other statements of intent and terms and conditions	• Chief Executive Officer • Responsible Manager	
Grant Funding and Sponsorship Agreements	• Chief Executive Officer • Responsible Manager	
Leases, licences and associated documents	• Chief Executive Officer • Responsible Manager	➢ Agreements ➢ Variations
Documents required when the Shire owns land or manages land under a management order	• Chief Executive Officer • Responsible Manager	➢ Subdivision applications ➢ Development applications ➢ Building applications ➢ Agreement for access and indemnity
Documents prepared for registration at Landgate (other than those specified in Category 1 of this Policy)	• Chief Executive Officer • Responsible Manager	➢ Restrictive covenants ➢ Caveats ➢ Memorials ➢ Covenants ➢ Easements ➢ Rights of carriageway ➢ Notification on title as required by a condition of approval, etc
Other documents required to enact a decision of Council	• Chief Executive Officer • Responsible Manager	➢ Confirmation of Minutes, inclusive of Council Committees

Category 2 documents can be executed with a wet or where legally permissible and accepted by the receiving party, an approved digital signature. A deed, document requiring witnessing or attestation, Landgate instrument, mortgage, transfer or other document subject to prescribed execution formalities must not be executed electronically unless the Chief Executive Officer is satisfied that electronic execution is legally valid for that particular document and any applicable lodgement or registration requirements have been met. Legal advice must be obtained where the position is uncertain.

An authorised person may execute a deed only where expressly authorised under this Policy and permitted by section 9.49A(5) of the Act. All deeds must be reviewed by the Chief Executive Officer and legal advice obtained where appropriate prior to execution.

Category 3 – No Common Seal – Operational Guidance

Category 3 documents are documents that are created in the normal course of business to discharge the duties of an officer's position in a manner consistent with Shire policies and procedures. These documents are to be executed by the Chief Executive Officer, a Manager, or a Shire officer where the authority and accountability has been extended through an authorisation, Policy, procedure, or a position description.

Category 3 documents include but are not limited to the following:

Description

Agreements in the normal course of business for the purchase of goods or services identified within the service unit's budget (other than for tenders) and conforming to the requirements of the Shire's Purchasing Policy and other relevant policies.
General correspondence required to discharge the duties of your position.
Regular hire arrangements.

Category 3 documents can be executed with a wet, digital or electronic signature.

Acceptable Signature Types

Electronic Signatures

Suitable for low to medium risk, where formal execution is not required and where legally permissible.

An electronic signature can be a typed name, click-through acceptance, or other electronic action that indicates a person's intention to sign or approve a document.

It confirms the intent to sign but provides limited identity assurance and may not detect if the document has been altered after signing.

Digital Signatures

Required where:

- Legislation or regulation mandates it;
- Higher assurance, integrity or non-repudiation is needed; or
- The transaction involves significant legal, financial or reputational risk.

A digital signature is a cryptographically secured electronic signature that verifies the signer's identity and confirms that the document has not been altered since it was signed.

It authenticates the signer, detects any change made after signing, creates a secure audit trail and uses digital certificates and encryption.

Scanned Signatures – Restricted Use

Permitted only when all conditions are met:

- Applied within an Approved Secure System;
- User authentication and role access match delegated authority;
- The system records a full audit trail;
- The image cannot be extracted or reused outside the system.

Scanned signatures must not be pasted manually into documents or used as standalone image files.

This restriction does not apply to documents generated and issued through a Shire-approved protected system that automates document creation and execution (including infringement notices), where:

- the issuing officer is authenticated through secure system access;
- authority is enforced through role-based controls aligned to delegation; and
- the system maintains a complete audit trail identifying the officer responsible for issuing the document.

In such cases, execution is evidenced by system authentication and audit records rather than a reproduced handwritten signature.

Signature-method Decision Table

If the document...	**Then use...**
Is routine and low risk	Electronic, digital or wet ink signature
Requires strong assurance of identity and integrity	Digital signature

Must comply with a specific legislative requirement	The method prescribed by that legislation
Requires execution under the Common Seal	Common Seal in accordance with this Policy
Has uncertain execution requirements	CEO-approved method following legal review

Common Seal, Common Seal Register and Recordkeeping

From 1 December 2026, the rubber ink Common Seal adopted by Council is the only Common Seal authorised for use by the Shire. The former embossing press must not be used after that date and must be recorded and managed as a superseded corporate record.

The Chief Executive Officer (CEO) is responsible for the custody, security and control of the Common Seal stamp. Access to the stamp is restricted to authorised officers approved by the CEO.

The stamp must not be copied, scanned, photographed, digitally reproduced, or otherwise replicated for reuse.

Each use of the stamp must be recorded in the Common Seal Register. A Common Seal Register must be maintained to record:

- Date of sealing;
- Document title/description;
- Counterparty;
- Authority (Council resolution reference);
- Attesting officers (President/CEO or acting); and
- Storage location in the Shire's records system.

A scanned copy of the executed document and supporting authority must be captured into the Shire's official recordkeeping system.

Any loss, theft, unauthorised access, suspected reproduction, or misuse of the stamp must be reported immediately to the CEO and investigated in accordance with Council procedures.

Signature Authority and Execution Controls

Decision-Making Authority vs Signing Authority

The authority to approve a transaction, expenditure, commitment or other decision is separate from the authority to execute a document. A person authorised to sign a document on behalf of the Shire must ensure that all required approvals have first been obtained but does not, by virtue of signing authority alone, have authority to make or approve the underlying decision.

Before execution, the authorised officer must confirm that the document is complete, all schedules and annexures are attached, the execution block is appropriate, the underlying approval has been obtained and the version presented for signature is the final approved version. Where execution occurs in counterparts or using different signature methods, the responsible officer must confirm that the resulting counterparts together form the complete executed document.

- Signature authority must be exercised in accordance with approved delegations, policies and authorisations.
- Access to electronic and digital signing systems must align with an officer's delegated authority and responsibilities.
- The signature method used must be appropriate to the nature, risk and legal requirements of the document.
- Exceptions to this Policy or approved execution processes require approval from the Chief Executive Officer or their delegate.

Recordkeeping Requirements

- All executed documents, including those signed using wet, electronic or Digital Signatures, must be retained in the Shire's official recordkeeping system.
- Associated audit logs, authentication records, digital certificates and supporting approvals must be retained in accordance with the Shire's Recordkeeping Plan and applicable legislative requirements.
- Executed documents must not be altered after signing.
- Where amendments are required, a new version must be prepared, approved and executed, with the original executed document retained as part of the official record.
- Failure to comply with this Policy, delegated authority or recordkeeping requirements may result in corrective or disciplinary action.

System & Security Controls

Approved Secure Systems must:

- Support unique user accounts;
- Implement role-based access aligned to delegation;
- Enable audit logging of signing activity;
- Manage retention per recordkeeping requirements.

Data Breaches

Report suspected or actual breaches involving signature systems under the Shire's data breach response process and legislative obligations.

Controls and Escalation

If a document is unusual/high risk, involves disposal/acquisition of land, departs from standard conditions, or a counterparty insists on a particular execution form, the Chief Executive Officer must determine whether legal advice and/or Council decision is required prior to execution.

History	25/05/2023 Adopted 24/08/2023 Amended 22/05/2025 Reviewed 23/05/2026 Reviewed 25/06/2026 Amended 22/10/2026 Proposed Amendment Adoption
Delegation	Nil
Relevant Legislation	*Local Government Act 1995* *Local Government (Functions and General) Regulations 1996 – Part IV* *Local Government (Administration) Regulations 1996*
Related Documentation	

11.4 BUDGET AMENDMENT – NON-POTABLE WATER AUDIT

File Ref:	**ADM722**
Location:	**Whole of Shire**
Applicant:	**Not applicable**
Author:	**Kerryn Chia, Projects Officer**
Authorising Officer:	**Vin Fordham Lamont, Chief Executive Officer**
Date:	**07/10/2026**
Disclosure of Interest:	**Nil**
Attachments:	**Nil**

SUMMARY:
Council is requested to consider an amendment to the adopted 2026/2027 annual budget to accommodate the Non-potable Water Infrastructure Audit project.

BACKGROUND:
The Shire's Projects Officer, along with the Shire's Manager Works and Services, have been liaising with Department of Water and Environmental Regulation (DWER) about the need to undertake an audit of, and document, the Shire's non-potable water infrastructure. This will include all reticulation infrastructure, water supply infrastructure and water storage infrastructure throughout the Shire.

The project will involve engaging a contractor to undertake the audit, document the infrastructure and make recommendations on immediate issues and risks that need to be addressed.

DWER has agreed to fully fund this project. As a result, the Shire has entered into an agreement with DWER to carry out the project. The total value of the audit component of the Project is $24,000 (ex GST). In addition, DWER has provided an additional $36,000 for urgent repairs to sites that are identified in the audit.

COMMENT:
The project needs to be completed by 30th April 2027 as the grant funds need to be acquitted by this date. The project offers a great opportunity to succession plan for the departure of the Manager Works and Services and Parks personnel who have the best understanding of the infrastructure and how it operates, to maximise our water storage and usage, particularly within the town site. The document will be useful for incoming staff.

CONSULTATION:
Manager Works and Services
Chief Executive Officer
Department of Water & Environmental Regulation

STATUTORY ENVIRONMENT:
Local Government Act 1995
s6.8 Expenditure from municipal fund not included in annual budget

POLICY IMPLICATIONS:
Nil

FINANCIAL IMPLICATIONS:
Nil – as the expenditure will be fully offset by grant income.

STRATEGIC IMPLICATIONS:

Natural Environment – our natural assets are valued and meet the needs of the community

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

Built Environment – well maintained roads and infrastructure which reflects our identity

Outcome 4.2 – Our built infrastructure is well maintained, attractive and inviting

- Our parks and gardens are well maintained and attractive
- Community facilities are continually reviewed and upgraded as required through asset management plans
- Our townscapes are attractive and well developed with consideration for current and future usage

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	Understanding of the water systems within the Shire is lost when Shire personnel leave the organisation.
Risk Likelihood (based on history and with existing controls)	Possible (3)
Risk Consequence	Moderate (3)
Risk Rating (Prior to Treatment or Control): Likelihood x Consequence	Medium (9)
Principal Risk Theme	Inadequate asset management
Risk Action Plan (Controls or Treatment Proposed)	Undertake water audit to document systems and identify key areas of risk and reliability.

VOTING REQUIREMENTS:

Absolute Majority

RESOLUTION OCM-2026-112

Moved: Cr Graeme Peirce
Seconded: Cr Russell Prowse

That Council, pursuant to s6.8(1)(b) of the Local Government Act 1995, approve by absolute majority the following amendment to the adopted 2026/2027 annual budget to enable the Shire to undertake a non-potable water infrastructure audit and any urgent repairs:

1. Increase contributions from Department of Water and Environmental Regulation by $60,000; and
2. Increase expenditure for Non-potable Water Infrastructure Audit by $60,000.

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

11.5 DARKAN RAILWAY RESERVE DRAFT LICENCE

File Ref:	**ADM988**
Location:	**Darkan Railway Reserve**
Applicant:	**Kerryn Chia**
Author:	**Kerryn Chia, Projects Officer**
Authorising Officer:	**Vin Fordham Lamont, Chief Executive Officer**
Date:	**08/10/2026**
Disclosure of Interest:	**Nil**
Attachments:	**1. Licence to Occupy - L7348-2**

SUMMARY:
The Public Transport Authority of Western Australia has provided a final draft Licence to Occupy covering approximately 245.2126 hectares of railway reserve land within the Shire of West Arthur. The licensed area includes the land on which the Collie to Darkan Rail Trail is situated, together with the Darkan and Bowelling railway stations and other associated infrastructure.

The proposed licence has a term of 10 years, commencing retrospectively on 1 January 2026 and expiring on 31 December 2035, at a nominal licence fee of $1 per annum if demanded. The permitted use is restricted to community recreational purposes, including walking, cycling and horse-riding trails.

Council is requested to approve the licence, authorise its execution and make provision for a baseline environmental audit to manage the Shire's potential exposure to pre-existing contamination.

BACKGROUND:
The Shire has occupied railway reserve land under arrangements with the Public Transport Authority since at least 2013. The licensed area accommodates the Collie to Darkan Rail Trail and a range of infrastructure located within railway reserve land in Darkan, Bowelling and surrounding areas.

The Shire and the Public Transport Authority have been negotiating a replacement agreement for approximately three years. The Shire engaged McLeods Lawyers to assist with the review and negotiation of the proposed licence. A number of amendments were proposed during that process, although not all amendments sought by the Shire were accepted by the Public Transport Authority.

The licence presented to Council reflects the final draft arising from those negotiations. A separate licence is required for a portion of the rail trail near the Darkan CBH site. Negotiations concerning that area remain in progress and are not included in the licence currently before Council.

Clause 11.4 of the licence requires the Shire to undertake a baseline audit to identify any pre-existing contamination. This will cost the Shire $10,000-$15,000. This expense is not currently in our 2026/2027 budget. PTA has indicated that it is happy to accept that the Shire does not undertake the baseline audit (or undertakes it at a later date e.g. next year) but that the Shire will carry the risk of proving that any contamination is not caused by the Shire's use of the reserve.

COMMENT:
The licence provides an appropriate legal basis for the Shire's continued occupation and management of the railway reserve land used for the Collie to Darkan Rail Trail and associated community infrastructure.

The principal terms and obligations arising from the licence are summarised below.

Licensed area
The licence applies to portions of:

- Lot 500 on Deposited Plan 55441;
- Lot 111 on Deposited Plan 182249;
- Lot 300 on Deposited Plan 404878; and
- railway reserve land adjacent to Hillman Road, Hillman-Dardadine Road, Growden Place and Coalfields Road in Darkan and Bowelling.

The licensed area is identified on PTA plan L7348 Revision I and has an approximate total area of 2,452,126 square metres, or 245.2126 hectares. It includes the Darkan Railway Station and Bowelling Railway Station as identified PTA property.

Term and licence fee
The proposed term is 10 years, commencing on 1 January 2026 and ending on 31 December 2035.

The annual licence fee is $1, payable if and when demanded by the Public Transport Authority. The Shire is also responsible for applicable service charges, rates, taxes and reasonable management and administration charges attributable to its occupation or use of the licensed area.

Permitted use
The licensed area may be used only for community recreational purposes, including walking, cycling and horse-riding trails. The Shire must obtain and maintain any approvals required for those activities.

Any future use outside the permitted use would require the prior approval of the Public Transport Authority and may result in an increased licence fee or other amendments to the licence.

Maintenance and operational responsibilities
The licence places ongoing maintenance and operational obligations on the Shire. These include requirements to:

- keep the licensed area clean and tidy;
- maintain the Shire's property in good repair;
- maintain specified PTA property within the licensed area;
- manage plants and trees where necessary to preserve visibility at level crossings;
- provide firebreaks in accordance with applicable legal requirements;
- maintain drains and pipes;
- remove graffiti within prescribed periods;
- obtain PTA approval before undertaking alterations, additions or certain works; and
- comply with applicable work health and safety requirements.

The Shire will need to continue incorporating these responsibilities into its trail, asset, environmental and maintenance programs.

Insurance and indemnity
The Shire is required to maintain public liability insurance of not less than $20 million, insurance for Shire property located within the licensed area and applicable employer indemnity insurance. Evidence of insurance is to be provided to the Public Transport Authority at the commencement of the licence and at each relevant policy renewal.

The licence also contains indemnities in favour of the Public Transport Authority in relation to certain losses, damage, injury, environmental harm and breaches attributable to the Shire or persons for whom it is responsible.

The Shire should ensure that its insurer is informed of the licence and confirms that the required activities, liabilities and licensed area are adequately covered.

Termination provisions
Either party may generally terminate the licence for any reason by providing at least six months' written notice. In addition, the Public Transport Authority may terminate the licence where it determines that the land is required for public transport services or another use benefiting the general public, or where the Shire fails to comply with its obligations. No compensation is payable where the Public Transport Authority terminates under those provisions. The Shire must therefore recognise that the licence does not provide guaranteed occupation for the entire 10-year term.

Environmental and contamination obligations
The licence contains significant obligations concerning pollution, contamination and environmental harm.

The Public Transport Authority does not provide any warranty or representation that the licensed area is free from contamination, pollution or environmental harm. The Shire is expected to rely upon its own investigations and any baseline environmental audit.

Clause 11.4 provides that, where the Public Transport Authority has not supplied an existing baseline audit, the Shire may arrange a site environmental investigation to establish the environmental condition of the land at the commencement of the licence. The stated period is within 60 days after the commencement date, or within a longer period agreed by the Public Transport Authority.

As the licence commencement date is 1 January 2026, the original 60-day period has passed. The Public Transport Authority has indicated during negotiations that it would accept the Shire either not undertaking the audit or undertaking it at a later date. Before execution, this position and the agreed extended timeframe should be confirmed in writing.

If the Shire does not obtain a baseline audit, it may be more difficult to establish whether contamination discovered later existed before the licence commenced. Clause 11.5 provides that, where there is no baseline audit and contamination, pollution or environmental harm is identified through the required clearance audit, the Shire may be required to undertake investigation, remediation and validation work unless it can prove to the reasonable satisfaction of the Public Transport Authority that the condition was caused by the Public Transport Authority or its representatives.

A clearance audit is also required no later than two months before the licence expires or any extension of the term. Environmental remediation and indemnity obligations may continue after termination of the licence.

The estimated cost of undertaking the baseline environmental audit is between $10,000 and $15,000. No specific provision has been included in the current annual budget for this work.

Given the area covered by the licence, its historical railway use and the potential financial consequences of being unable to distinguish pre-existing contamination from contamination arising during the licence term, it is recommended that the Shire undertake a baseline audit.

Overall assessment
The licence provides the legal framework necessary for the Shire to continue managing and operating the rail trail and associated community infrastructure on Public Transport Authority land.

While the licence imposes substantial maintenance, safety, insurance and environmental obligations, the nominal fee and continuation of the community recreational use provide a material community benefit.

The most significant outstanding issue is the environmental liability associated with proceeding without a baseline audit. This risk can be reduced by:

1. obtaining written agreement from the Public Transport Authority to an extended period for completing the baseline audit;
2. making financial provision for the audit;
3. completing the audit within the agreed period;
4. retaining appropriate environmental and asset records throughout the licence term; and
5. confirming insurance coverage before execution.

Subject to these controls, approval of the licence is recommended.

CONSULTATION:

Public Transport Authority of Western Australia
Burgess Rawson
CBH
McLeods Lawyers

STATUTORY ENVIRONMENT:

Public Transport Act 2003
The Public Transport Authority is established and operates under the *Public Transport Authority Act 2003*. The execution provision within the draft deed refers to an authorised PTA officer executing the document under section 51(5) of that Act.

Local Government Act 1995
Section 2.7 of the *Local Government Act 1995* provides that Council is responsible for governing the local government's affairs and overseeing the allocation of its finances and resources.

Section 9.49A of the Act deals with the execution of documents by a local government. The execution of the licence should occur in accordance with section 9.49A, Council's applicable authorisations and the Shire's policy governing execution of documents.

Environmental Protection Act 1986
The licence adopts the meaning of "Environment" from the *Environmental Protection Act 1986* and requires the Shire to comply with environmental laws applying to the licensed area.

Contaminated Sites Act 2003
The *Contaminated Sites Act 2003* establishes the regulatory framework for the identification, reporting, classification and management of contaminated sites in Western Australia. Any baseline investigation and subsequent response to identified contamination will need to have regard to the applicable statutory and regulatory requirements.

Work Health and Safety Act 2020
The licence requires the Shire to comply with the *Work Health and Safety Act 2020*, the *Work Health and Safety (General) Regulations 2022* and applicable codes of practice. The licence describes the Shire as the occupier and person with management or control of the workplace for relevant purposes.

POLICY IMPLICATIONS:

The licence is to be executed in accordance with the Shire's policy governing the execution of documents and use of the Shire's Common Seal, where applicable.
The Shire's procurement requirements will apply to the appointment of an appropriately qualified environmental consultant to undertake the baseline audit.

FINANCIAL IMPLICATIONS:

The licence fee is $1 per annum, payable if and when demanded.

The estimated cost of a baseline environmental audit is between $10,000 and $15,000. This expenditure is not specifically provided for in the current annual budget.

The proposed audit may be funded through:

- a future budget allocation;
- an authorised budget amendment; or
- an existing relevant budget allocation, subject to compliance with the Shire's budget and financial management requirements.

The licence also creates ongoing financial obligations relating to:

- maintenance of the licensed area and associated infrastructure;
- maintenance of the Darkan and Bowelling railway stations where required under the licence;
- firebreaks, vegetation management and graffiti removal;
- insurance;
- utilities, outgoings and other charges attributable to the Shire's occupation;
- obtaining a clearance audit before expiry of the licence; and
- any necessary environmental investigation or remediation.

The potential cost of future environmental remediation cannot presently be quantified.

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 tourism opportunities and support this growing sector
Maintain and enhance our existing assets to encourage visitation

Natural Environment – our natural assets are valued and meet the needs of the community
Outcome 3.1 – Maintain and improve our key natural assets
Maintain and develop our trails for use by locals and visitors (Collie to Darkan Rail trail, Nangip Creek walk trail, Hillman walk trail, Duranillin to Bowelling Rail trail)

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** 1	**Minor** 2	**Moderate** 3	**Major** 4	**Catastrophic** 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	Shire is unable to continue to manage the Collie Darkan Rail Trail if lease is not signed
Risk Likelihood (based on history and with existing controls)	Unlikely (2)
Risk Consequence	Moderate (3)
Risk Rating (Prior to Treatment or Control): Likelihood x Consequence	Medium (6)
Principal Risk Theme	Community disruption
Risk Action Plan (Controls or Treatment Proposed)	Sign lease and commit to undertaking a baseline audit as soon as possible.

VOTING REQUIREMENTS:

Simple Majority

OFFICER RECOMMENDATION:

Moved: Cr Prowse
Seconded: Cr Morrell

That Council:

1. **APPROVE** the Licence to Occupy L7348-2 between the Public Transport Authority of Western Australia and the Shire of West Arthur, for the term commencing on 1 January 2026 and ending on 31 December 2035, substantially in the form presented as Attachment 1;

2. **AUTHORISE** the Shire President and Chief Executive Officer to execute the Licence to Occupy, as a deed, in accordance with section 9.49A of the *Local Government Act 1995* and the Shire's applicable policy for the execution of documents;
3. **AUTHORISE** the Chief Executive Officer to approve minor administrative or drafting amendments to the licence that do not materially alter the Shire's rights, obligations, financial exposure or risk;
4. **REQUEST**, before execution of the licence, written confirmation from the Public Transport Authority of Western Australia that the Shire may complete the baseline audit under clause 11.4 within an agreed extended period;
5. **SUPPORT** the undertaking of a baseline environmental audit of the licensed area, subject to the Public Transport Authority agreeing in writing to the extended completion period referred to in part 4;
6. **REQUEST** that provision of up to $15,000 for the baseline environmental audit be considered as part of the 2027/28 annual budget process, unless an appropriate funding source is identified and separately authorised earlier;
7. **REQUEST** that the Chief Executive Officer obtain confirmation that the Shire's insurance arrangements satisfy the requirements of the licence before it is executed; and
8. **NOTE** that a separate licence is being negotiated for the portion of the rail trail near the CBH site and that this area is not included in the licence approved by this resolution.

AMENDMENT

Moved: Cr Karen Harrington
Seconded: Cr Graeme Peirce

That the Officer Recommendation for Item 11.5 be amended by:

1. deleting parts 5 and substituting the following:

5. **SUPPORT** the undertaking of a baseline environmental audit of the licensed area, subject to:

a. the Public Transport Authority of Western Australia agreeing in writing to the extended completion period referred to in part 4;

b. the Licence expressly providing that the Shire of West Arthur is not liable for any contamination, pollution or environmental damage existing before commencement of the Licence or otherwise not caused or contributed to by the Shire;

c. the Public Transport Authority of Western Australia indemnifying the Shire against claims, liabilities, losses and costs arising from such pre-existing contamination, pollution or environmental damage; and

d. the Public Transport Authority of Western Australia accepting responsibility for, and the cost of, any investigation, management, remediation or other works required in relation to such pre-existing contamination, pollution or environmental damage.

2. inserting the following additional parts after existing part 8:

9. **REQUEST** the Chief Executive Officer to negotiate amendments to the Licence so that any obligation to redecorate, repair or replace floor coverings, window treatments, finishes or similar items arises when reasonably required having regard to their condition, safety and serviceability, rather than solely because a specified period of time has elapsed.

10. **REQUEST** the Chief Executive Officer to seek written clarification from the Public Transport Authority of Western Australia as to responsibility for the loading ramps, bridges and similar structures within or associated with the licensed area and, where those structures are to become the Shire's ongoing maintenance responsibility, seek agreement that the Public Transport Authority will first undertake or

fund any capital works reasonably required to bring those structures to an appropriate maintainable condition.

11. **REQUEST** the Public Transport Authority of Western Australia to provide clarification regarding the management, risk allocation, licensing and cost responsibilities applying to the Collie to Darkan Rail Trail as a whole, including the basis for any differing arrangements applying to sections of the trail within different local government districts.

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

CARRIED 7/0

SUBSTANTIVE MOTION

RESOLUTION OCM-2026-113

Moved:	Cr Karen Harrington
Seconded:	Cr Graeme Peirce

That Council:

1. **APPROVE**, subject to paragraphs 4 to 11 below being satisfactorily addressed prior to execution, the Licence to Occupy L7348-2 between the Public Transport Authority of Western Australia and the Shire of West Arthur, for the term commencing 1 January 2026 and ending 31 December 2035, substantially in the form presented as Attachment 1.
2. **AUTHORISE** the Shire President and Chief Executive Officer to execute the Licence to Occupy, as a deed, in accordance with section 9.49A of the Local Government Act 1995 and the Shire's applicable policy for execution of documents.
3. **AUTHORISE** the Chief Executive Officer to approve minor administrative or drafting amendments to the Licence that do not materially alter the Shire's rights, obligations, financial exposure or risk.
4. **REQUEST**, before execution of the Licence, written confirmation from the Public Transport Authority of Western Australia that the Shire may complete the baseline audit under clause 11.4 within an agreed extended period.
5. **SUPPORT** the undertaking of a baseline environmental audit of the licensed area, subject to:
    a. the Public Transport Authority of Western Australia agreeing in writing to the extended completion period referred to in part 4;
    b. the Licence expressly providing that the Shire of West Arthur is not liable for any contamination, pollution or environmental damage existing before commencement of the Licence or otherwise not caused or contributed to by the Shire;
    c. the Public Transport Authority of Western Australia indemnifying the Shire against claims, liabilities, losses and costs arising from such pre-existing contamination, pollution or environmental damage; and
    d. the Public Transport Authority of Western Australia accepting responsibility for, and the cost of, any investigation, management, remediation or other works required in relation to such pre-existing contamination, pollution or environmental damage.
6. **REQUEST** that provision of up to $15,000 for the baseline environmental audit be considered as part of the 2027/28 annual budget process, unless an appropriate funding source is identified and separately authorised earlier;
7. **REQUEST** that the Chief Executive Officer obtain confirmation that the Shire's insurance arrangements satisfy the requirements of the Licence before it is executed.

8. **NOTE** that a separate licence is being negotiated for the portion of the rail trail near the CBH site and that this area is not included in the Licence approved by this resolution.
9. **REQUEST** that the Chief Executive Officer negotiate amendments to the Licence so that any obligation to redecorate, repair or replace floor coverings, window treatments, finishes or similar items arises when reasonably required having regard to their condition, safety and serviceability, rather than solely because a specified period of time has elapsed.
10. **REQUEST** that the Chief Executive Officer seek written clarification from the Public Transport Authority of Western Australia as to responsibility for the loading ramps, bridges and similar structures within or associated with the licensed area and, where those structures are to become the Shire's ongoing maintenance responsibility, seek agreement that the Public Transport Authority will first undertake or fund any capital works reasonably required to bring those structures to an appropriate maintainable condition.
11. **REQUEST** the Public Transport Authority of Western Australia to provide clarification regarding the management, risk allocation, licensing and cost responsibilities applying to the Collie to Darkan Rail Trail as a whole, including the basis for any differing arrangements applying to sections of the trail within different local government districts.

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

CARRIED 7/0

OFFICIAL

LICENCE TO OCCUPY
L7348-2–WEST ARTHUR

PARTIES

PUBLIC TRANSPORT AUTHORITY OF WESTERN AUSTRALIA
(ABN 61 850 109 576)
(**Licensor**)

SHIRE OF WEST ARTHUR
(ABN 96 912 320 795)
(**Licensee**)

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Schedule

Item 1 **Licensor**

PUBLIC TRANSPORT AUTHORITY OF WESTERN AUSTRALIA (ABN 61 850 109 576) of PO Box 8125, Perth Business Centre, Perth, Western Australia, 6849 (**PTA**)

Item 2 **Licensee**

SHIRE OF WEST ARTHUR (ABN 96 912 320 795) of 31 Burrowes St, Darkan, Perth, Australia 6392 (**Licensee**)

Item 3 **Grant of Licence to Occupy**

PTA grants a licence to the Licensee and the Licensee takes a licence of the Licensed Area on the terms set out in this Licence.

Item 4 **Licensed Area**

The Licensed Area the subject of this Licence is located within a portion of:

- Lot 500 On Deposited Plan 55441, Volume LR3147, Folio 362
- Lot 111 On Deposited Plan 182249, Volume LR3020, Folio 788
- Lot 300 On Deposited Plan 404878, Volume LR3025, Folio 468

and within a portion of the rail reserve land adjacent to:

- Hillman Road, Darkan
- Hillman-Dardadine Road, Darkan
- Growden Place, Darkan
- Coalfields Road, Darkan
- Coalfields Road, Bowelling

known as **West to Eastern Boundary of the Shire of West Arthur** as identified on plan number **L7348 Rev I.**

The Licensed Area is shown **blue** on the plan attached to this Licence and is approximately **2,452,126 m2 (245.2126 HA).**

The Licensed Area includes any PTA's Property situated in the Licensed Area.

The PTA's Property includes the following specific items:

Darkan Railway Station
Bowelling Railway Station

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Item 5 **Term**

The term is **10 (ten) years** commencing on **1 January 2026** and ending on **31 December 2035.**

Item 6 **Licence fee**

The licence fee payable by the Licensee for this Licence is $1.00 each year payable if and when demanded.

Item 7 **Outgoings**

The Licensee must pay to the relevant supplier or Authority or as otherwise directed by the PTA before they become overdue:

- all charges for services (including but not limited to electricity, gas water and sewerage and telephone and communication services) used by the Licensee in connection with the Licensed Area;
- any rates and taxes and similar charges and assessments levied in respect of the Licensed Area or the Licensee's use or occupation of the Licensed Area; and
- management and administration fees reasonably charged by the PTA in respect of this Licence,

as invoiced to the Licensee by the PTA. In the case of any amounts which are levied on other land as well as the Licensed Area, the Licensee must pay reasonable proportion of such charges, rates, and taxes relevant to the Licensed Area as reasonably determined by the PTA.

Item 8 **Permitted Use**

The Licensed Area may only be used for **Community Purpose (Recreational Purposes including walking, cycling, and horse-riding trails)** subject to the Licensee obtaining all relevant written approvals from all Authorities for the use of the Licensed Area for this purpose.

Item 9 **Insurance Requirements**

The Licensee must take out the following insurances:

(1) public risk insurance for an amount not less than $20,000,000.

(2) insurance for all Licensee's Property to its fair market value against those risks against which a prudent licensee would ordinarily insure.

(3) employer's indemnity insurance against any liability under common law or statute to pay damages to an employee.

Without limiting clause 5 of the General Licence Terms the Licensee must no later than:

(1) the Commencement Date; and

(2) each anniversary of the renewal date as specified in the relevant insurance policy,

provide the PTA with a certificate of currency issued by the insurer and noting the interests of the PTA to confirm that each required policy of insurance has been taken out and is current as required by this Licence.

Item 10 **Licensee's Obligations**

The Licensee covenants with the PTA to comply with the Licensee's Obligations.

Item 11 **PTA's General Licence Terms**

The PTA General Licence Terms in the form attached to this Licence are incorporated in this Licence.

Item 12 **Defined Terms**

Words defined in the PTA General Licence Terms have the same meaning when used in this Licence and are shown with an initial capital letter.

Item 13 **Additional Terms**

The additional terms attached to this Licence are incorporated in this Licence.

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Dated **2026**

EXECUTED as a deed.

Signed for and on behalf of the **PUBLIC TRANSPORT AUTHORITY OF WESTERN AUSTRALIA** by)
)
)
)
)
an officer of the Authority duly authorised by the Authority pursuant to section 51(5) of the *Public Transport Authority Act 2003* for that purpose in the presence of:)
)
)
)

.....
Signature of Duly Authorised Officer

.....
Name (Please Print)

.....
Position held

.....
Witness (signature)

.....
Name (Please Print)

.....

.....
Address

.....
Occupation

EXECUTED as a DEED by the)
SHIRE OF WEST ARTHUR)
(ABN 96 9123 207 95))
In accordance with s9.49a of the)
Local Government Act 1995 (WA))
by it authorised officers:))

.....
Vincent Fordham Lamont
Chief Executive officer

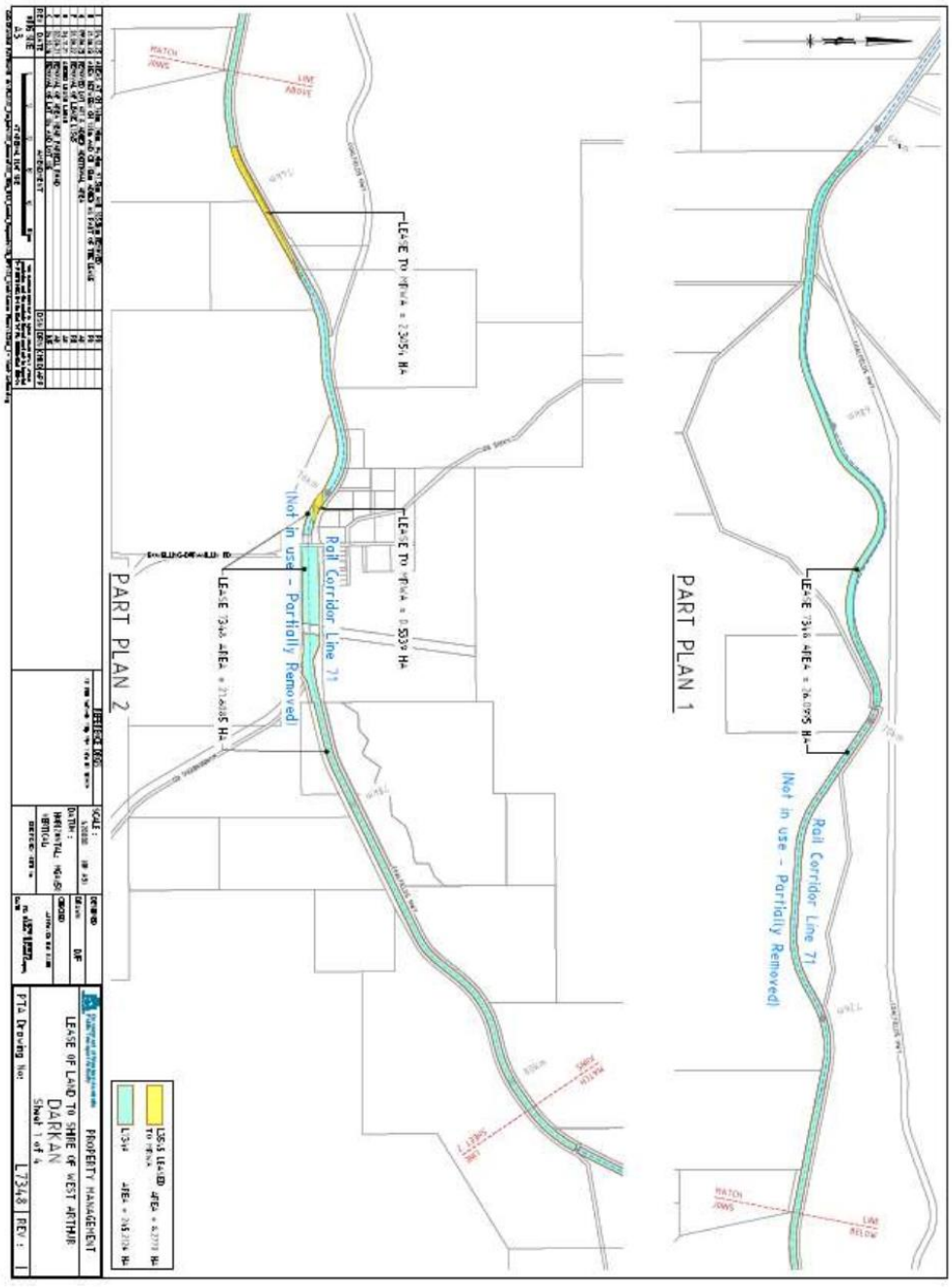
.....
Karen Harrington

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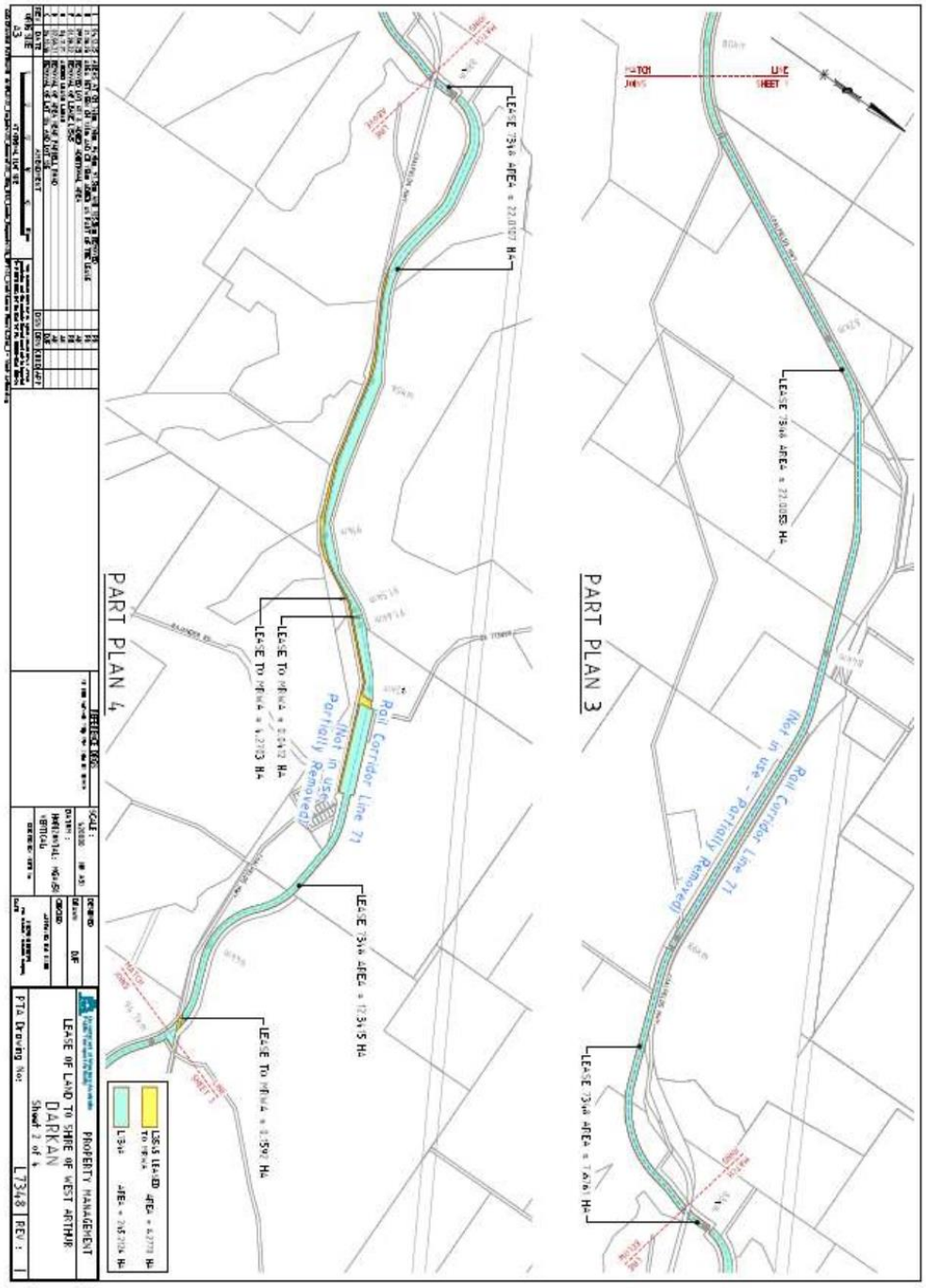
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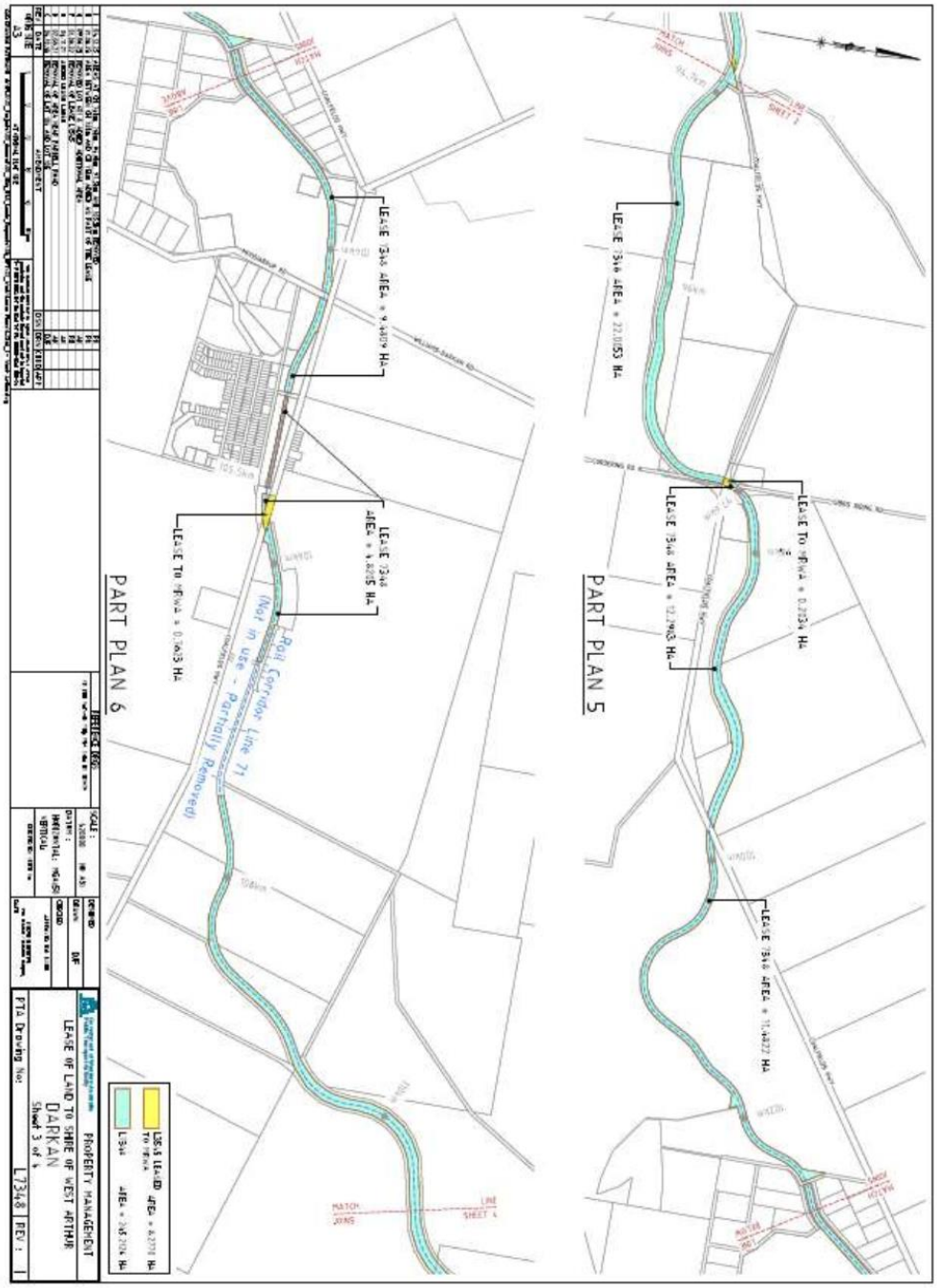
Plan



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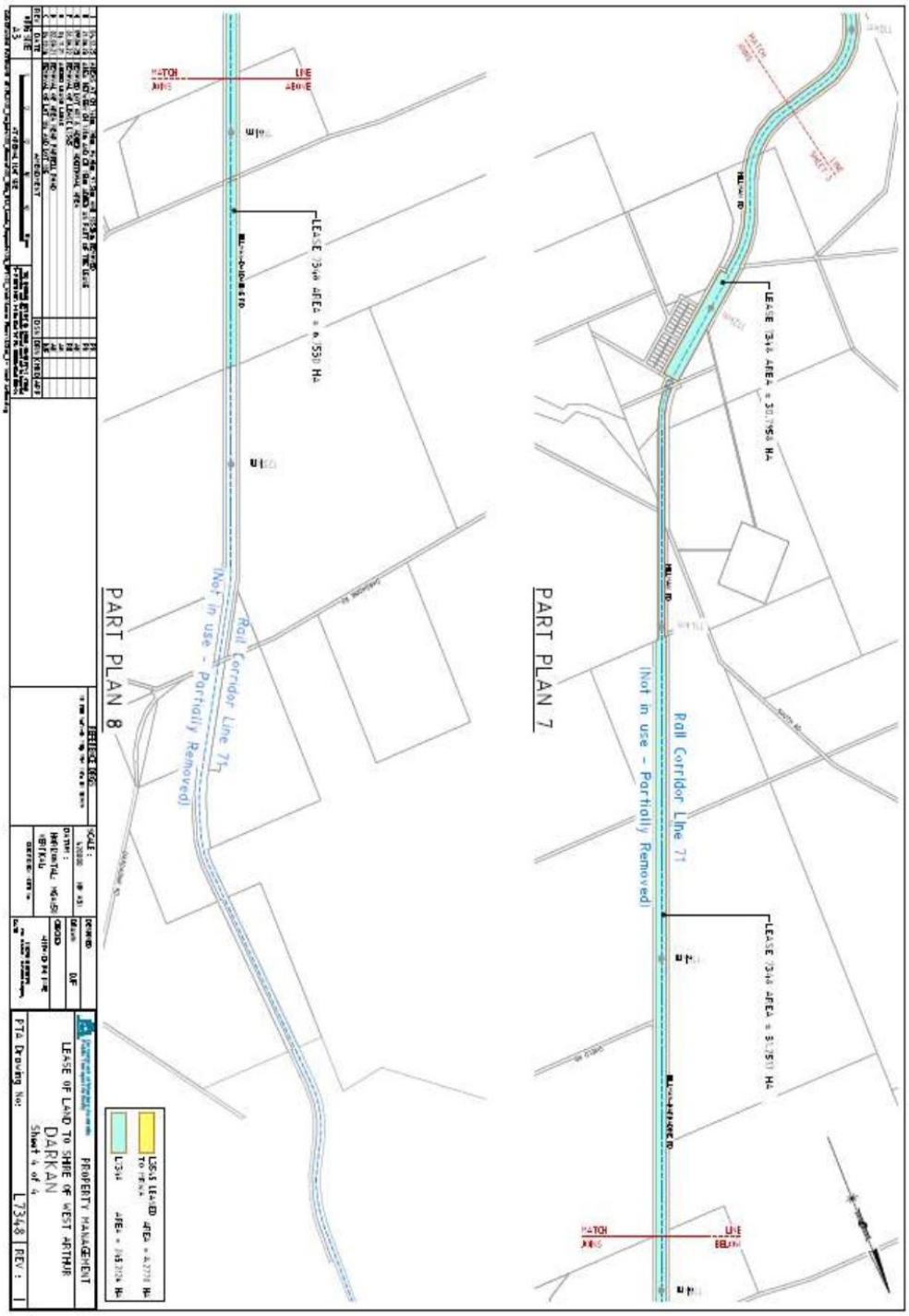

PART PLAN 3
PART PLAN 4
Rail Corridor Line 71
(Not in use - Partially Removed)
LEASE TO SHIRE OF WEST ARTHUR
DARKAN
PROPERTY MANAGEMENT

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Page 8

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Page 9

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Additional Terms

1 Lights

Not used.

2 Plants and Trees

The Licensee is not to plant or allow any other person to plant a tree or shrub within the Licensed Area which is closer than 5 metres to any level crossing or which is within any area shown hatched black on the plan attached to the Licence as an area where trees or shrubs cannot be planted. The Licensee must maintain (including trimming and lopping) all plants and trees within the Licensed Area where required to comply with this clause.

3 Licensee's Property and the PTA's Property

The Licensee is to ensure that at all times all items of Licensee's Property and the PTA's Property in the Licensed Area are:

(1) kept in a good state of repair and well maintained;

(2) properly painted or treated; and

(3) otherwise kept in a presentable and tidy condition.

4 Stock

The Licensee is to use reasonable endeavours to ensure that at all times no stock or other animals stray on to the Licensed Area or through the Licensed Area on to other property owned by the PTA.

5 No building, stacking or obstruction of views

Not used.

6 Drainage System

Not used.

7 Firebreaks

The Licensee is to provide firebreaks to comply with the requirements of any Authority and all laws, including by-laws and regulations.

8 Telephone Pole

The Licensee is to do everything reasonably possible to prevent damage occurring to any telephone pole and associated equipment including aerial lines belonging to the PTA and located on or near the Licensed Area.

9 Telecommunications Cable

The Licensee is not to interfere with or disturb any telecommunications cable on the Licensed Area and is to use reasonable endeavours to prevent any other person interfering with or disturbing any such telecommunications cable.

10 Fences

If reasonably required by the PTA, the Licensee is to erect and maintain fences on the Licensed Area to the satisfaction of the PTA.

11 Environmental Obligations

11.1 Definitions

In this clause:

(1) **Authorisation** includes a consent, declaration, authorisation, registration, agreement, certificate, permission, licence, approval, authority or exemption from, by or with a Government Agency, including any renewal or amendment.

(2) **Baseline Audit** means a Site Environmental Investigation undertaken at the end of a previous tenancy, or the beginning of a new one, which is used to establish the condition of the Licenced Area with regard to any Contamination, Pollution or Environmental Harm existing on the Licenced Area at the Commencement Date.

(3) **Clearance Audit** means a Site Environmental Investigation undertaken at the end of a current tenancy, which is used to establish the condition of the Licenced Area and provide details (if applicable) with regard to any Contamination, Pollution or Environmental Harm existing on the Licenced Area at the end of the Term.

(4) **Contamination** means the presence of a substance in, on or under water or land at a concentration above the concentration at which the substance is normally present in the same locality, being a concentration that:

(a) fails to comply with any Environmental Law;

(b) fails to comply with any standard prescribed for that matter by any Government Agency; or

(c) presents, or has the potential to present, a risk of harm to human health, the Environment or any Environmental Aspect.

(5) **Environment** has the same meaning as that term as defined in the *Environmental Protection Act 1986* (WA) (as amended).

(6) **Environmental Aspect** means in respect of any area:

(a) each interaction of any activity on the area or of the area itself within the Environment;

(b) each of the following aspects of that area;

(i) heritage items on the land within the area or heritage values or significance of the area or anything on it;

(ii) the flora and fauna in the area including threatened species, populations or ecological communities or their habitats in the area;

(iii) critical habitat in the area;

(iv) the propensity of the area to be affected by natural disasters such as bushfires, flooding or geotechnical characteristics of the area or any structures on it; and

(c) the zoning or permissible uses of the area.

(7) **Environmental Expert** means a suitably qualified, experienced and reputable person who is either a member of the Australian Contaminated Land Consultants Association or is a panel contractor of, or pre-qualified supplier to, PTA, who is suitable to identify and advise on remediating Contamination, Pollution and Environmental Harm.

(8) **Environmental Harm** means any serious or material harm, damage or detriment to the Environment or an Environmental Aspect which is not Pollution or Contamination.

(9) **Environmental Law** means any law relating to any aspect of the Environment or health or having as its objective the protection or enhancement of the Environment or any Environmental Aspect.

(10) **Environmental Notice** means any notice, direction, order, demand or other requirement to take any action or refrain from taking any action from any Government Agency, whether written, oral or otherwise and in connection with any Environmental Law.

(11) **Government Agency** means:

(a) a government or government department or other government body;

(b) governmental, semi-governmental, or judicial person, entity or authority; or

(c) a person (whether autonomous or not) who is charged with the administration of any law.

(12) **Pollution** means any unauthorised alteration of the Environment or an Environmental Aspect to its detriment or degradation which involves the release of any substance, the discharge of waste, an emission of noise, odour or electromagnetic radiation or the transmission of electromagnetic radiation.

(13) **Remedial Action Plan** means a plan created by an Environmental Expert, in accordance with relevant guidelines of the Department of Water and Environmental Regulation and with industry best practice to ensure that any Contamination, Pollution or Environmental Harm is remediated to the required standard having regard to all Environmental Laws, the requirements of all Government Agencies and the reasonable requirements of PTA. It describes the reasons remediation is required, the goals of the planned remediation, the methods of remediation, the controls required and the methods of validating that the goals have been achieved.

(14) **Remedial Clearance Audit** means a Site Environmental Investigation undertaken following Remedial Work, in accordance with the Remedial Action Plan, in order to determine whether the Remedial Work achieved the stated goals of the Remedial Action Plan.

(15) **Remediation Date** means:

(a) the earlier of:

(i) the date on which the Term of this Licence expires;

(ii) 60 days after this Licence is terminated; or

(b) any other date agreed by the parties in writing.

(16) **Remedial Work** means any work required to restore the Licensed Area affected by Contamination, Pollution or Environmental Harm, to at least the condition the Licensed Area was in at the Commencement Date as evidenced in the Baseline Audit, having regard to the Permitted Use. If there is no Baseline Audit, the remedial work required must be in accordance with relevant guidelines of the Department of Water and Environmental Regulation and with industry best practice to ensure that any Contamination, Pollution or Environmental Harm is remediated to the required standard having regard to all Environmental Laws, the requirements of all Government Agencies and the reasonable requirements of PTA. The remedial work must be conducted in accordance with a Remedial Action Plan.

(17) **Site Environmental Investigation** means an investigation of the Licensed Area conducted by an Environmental Expert, in accordance with relevant guidelines of the Department of Water and Environmental Regulation, in order to identify any Contamination, Pollution or Environmental Harm of the Licensed Area.

(18) **Surrounding Land** means any land adjacent to or in the vicinity of the Licensed Area.

11.2 **Licensee's obligations**

The Licensee must:

(1) obtain any Authorisation required for any conduct, activity or use undertaken by the Licensee on the Licensed Area, including the Permitted Use, before that

conduct, activity or use is undertaken and to keep all such Authorisations in full force and effect throughout the Term;

(2) use the Licensed Area in a manner which complies with each Environmental Law and each Authorisation held by the Licensee in accordance with clause 11.2(1) and any other Authorisation provided to the Licensee by PTA;

(3) not do or omit to do any act which might directly or indirectly result in the revocation, suspension or modification of:

(a) an Authorisation relating to:

(i) the Licensed Area; or

(ii) any conduct or activity relating to the use of the Licensed Area, including the Permitted Use, or

(b) any Authorisation from time to time relating to the Licensed Area when a copy of such Authorisation is provided by PTA to the Licensee;

(4) not cause or allow Pollution, Contamination, or Environmental Harm to occur, and if any of those do occur the Licensee must minimise and remediate any resultant damage and harm to the reasonable satisfaction of the Department of Water and Environmental Regulation and PTA, acting reasonably having regard to Environmental Laws and the requirements of relevant Government Agencies. Depending on the extent of the Pollution, Contamination or Environmental Harm caused or allowed to occur, the Licensee must, if required by PTA, develop a Remedial Action Plan for PTA's approval, and perform the Remedial Work to the reasonable satisfaction of the Department of Water and Environmental Regulation and PTA (acting reasonably);

(5) notify PTA immediately on becoming aware of:

(a) the existence of any Contamination affecting the Licensed Area;

(b) any Pollution affecting the Licensed Area;

(c) the making of a complaint to any person (including but not limited to the Licensee) or the commencement of proceedings against the Licensee, relating to an alleged failure by the Licensee to comply with an obligation under an Environmental Law or Authorisation; or

(d) an Environmental Notice being served on the Licensee or any other person which relates to or arises from the Licensee use of the Licensed Area;

(6) allow PTA and its employees, contractors and consultants access to the Licensed Area to conduct an inspection or investigation if any of the things in clause 11.2(5)(a) to (d) occurs;

(7) at the Licensee's cost, comply with every Environmental Notice issued in respect of, arising from or relating to, the Licensee's use of the Licensed Area, whether the notice is served on PTA or the Licensee, unless caused by PTA or

PTA's employees, agents or contractors. For the avoidance of doubt, PTA must provide a copy of any Environmental Notice served on PTA to the Licensee within 48 hours of receipt; and

(8) provide to PTA on demand, copies of all Authorisations relating to the Licensee's use of the Licensed Area.

Without limiting any other provision of this Licence the Licensee must no later than two (2) months before the expiry of the Term (or any extension of the Term) provide to PTA a Clearance Audit.

11.3 **No representation or warranty in respect of Contamination, Pollution or Environmental Harm**

PTA makes no warranties or representations concerning the existence or non-existence of Contamination, Pollution or Environmental Harm on the Licensed Area. The Licensee relies on its own investigations and the Baseline Audit concerning the existence or non-existence of Contamination, Pollution or Environmental Harm on the Land.

11.4 **Baseline Audit**

(1) The parties acknowledge and agree that if on or before the Commencement Date:

(a) PTA has provided a Baseline Audit to the Licensee, that will be used as the Baseline Audit for the Land as at the Commencement Date; or

(b) PTA has not provided a Baseline Audit to the Licensee, the Licensee may within 60 days after the Commencement Date (or such longer period as PTA agrees) cause to have completed a Site Environmental Investigation which shall be used as the Baseline Audit. The Licensee must give PTA a copy of the Site Environmental Investigation as soon as practicable after receiving it.

(2) If the Baseline Audit under clause 11.4(1) reveals any Pollution, Contamination or Environmental Harm on the Land, then:

(a) the Licensee must, within one month of receipt or preparation of the Baseline Audit, notify PTA that the Licensee elects to:

(i) surrender this Licence;

(ii) remediate the Licenced Area at the Licensee's cost to a state that, in the opinion of the Licensee, is suitable; or

(iii) continue in possession of the Licensed Area in accordance with the terms of this Licence at its own risk;

(b) if the Licensee does not notify PTA in accordance with paragraph 11.4(2)(a), the Licence is deemed to have elected paragraph 11.4(2)(a)(iii);

(c) if the Licensee elects to surrender this lease in accordance with paragraph 11.4(2)(a)(i), the Licensee shall have no further claims against PTA whatsoever, including, without limitation, any relocation or associated costs; and

(d) if the Licensee elects or is deemed to have elected paragraph 11.4(2)(a)(iii), PTA may, at its sole discretion, terminate this License with 30 days' notice, and the Licensee has no claim whatsoever against PTA in relation to the early termination of this License.

(3) If the Licensee assigns this Licence to a party which is not a Related Licensee, then:

(a) a Clearance Audit must be undertaken which, either alone or together with the Baseline Audit obtained by the Licensee under clause 11.4(1)(b), shall be the Baseline Audit for the purposes of clauses 11.3, 11.5 and 11.6;

(b) the Licensee must give PTA a copy of the Clearance Audit as soon as practicable after receiving it;

(c) for the avoidance of doubt, if the Licensee wishes the assignee to assume any obligations to remediate the Licensed Area, and this has first been approved in writing by PTA, the Licensee must:

(i) obtain written agreement from the assignee accepting that obligation, and that agreement must be approved in writing by the CEO of the Department of Water and Environmental Regulation;

(ii) the Licensee must satisfy PTA that the above conditions have been met, and that the assignee has the financial capacity to remediate any contamination on the Licensed Area or emanating from the Licensed Area, and that they can reasonably be expected to retain that financial capacity; and

(d) if the transfer of the obligations to remediate the Licensed Area by the Licensee to the assignee is not approved by PTA or by the CEO of the Department of Water and Environmental Regulation, the Licensee must develop a Remedial Action Plan for PTA's approval, and perform the Remediation Work to the reasonable satisfaction of the Department of Water and Environmental Regulation and PTA (acting reasonably).

11.5 **Licensee to Remediate at end of Term**

(1) If a Baseline Audit was provided to, or prepared on behalf of, the Licensee, and the Clearance Audit indicates that Remedial Work is required, the Licensee must, by the Remediation Date and at its cost: develop a Remedial Action Plan, obtain PTA's approval to the Remedial Action Plan, perform the Remedial Work, and obtain a Remedial Clearance Audit to the satisfaction of the Department of Water and Environmental Regulation and PTA acting reasonably, unless the Licensee can prove, to the reasonable satisfaction of PTA, that the Pollution, Contamination or Environmental Harm was caused by PTA or PTA's

employees, agents or contractors while on the Licensed Area. The Tenant must give PTA a copy of the Remedial Clearance Audit as soon as practicable after receiving it.

(2) If PTA did not provide to the Licensee, and the Licensee did not obtain a Baseline Audit and the Clearance Audit indicates that there is Pollution, Contamination or Environmental Harm whether caused by the Licensee or not, the Licensee must, by the Remediation Date and at its cost, develop a Remedial Action Plan, obtain PTA's approval to the Remedial Action Plan, perform the Remedial Work and obtain a Remedial Clearance Audit to the satisfaction of the Department of Water and Environmental Regulation and PTA acting reasonably, unless the Licensee can prove, to the reasonable satisfaction of PTA, that the Pollution, Contamination or Environmental Harm was caused by PTA or PTA's employees, agents and contractors while on the Licensed Area. The Licensee must give PTA a copy of the Remedial Clearance Audit as soon as practicable after receiving it.

(3) If PTA terminates this Licence due to a Licensee default, or the Licensee fails to comply with this clause 11.5, PTA may engage an Environmental Expert to do those things outlined in this clause 11.5 at the Licensee's reasonable expense and the Licensee indemnifies PTA under clause 11.7.

(4) The Licensee's obligations in this clause 11.5 survive termination of this Licence.

11.6 **Environmental Release**

The Licensee releases PTA from all claims, actions, loss, damage, liability, costs and expenses arising from or connected with (directly or indirectly) any Contamination, Pollution or Environmental Harm caused by the Licensee (or any of the Licensee's predecessors in title) at any time throughout the Term whether or not identified in a Baseline Audit undertaken by the Licensee in accordance with clause 11.4, except to the extent caused or contributed to by PTA or PTA's employees, agents or contractors.

11.7 **Environmental Indemnity**

Without limiting clause 9 of the PTA General Licence Terms, the Licensee indemnifies PTA in respect of all claims, judgments, orders, costs (including legal costs on a full indemnity basis), losses, expenses and any obligation, duty or liability for which PTA is or may become liable, including claims by third parties, but excluding always Consequential Loss, in respect of or arising from (directly or indirectly):

(1) the Licensee's breach of this clause 11;

(2) any Pollution, Contamination or Environmental Harm in, on or under the Licensed Area during the Term; or

(3) to the extent caused or contributed to by the Licensee or a person authorised by the Licensee to use the Licensed Area, any Pollution, Contamination or Environmental Harm in, on or under the Surrounding Land during the Term,

except to the extent caused or contributed by PTA or PTA's employees, agents or contractors.

12 Termination before end of Term

12.1 Notice of Termination

Notwithstanding any other provision of this Licence if a party wants to terminate this Licence before the end of the Term for any reason, that party may terminate this Licence by giving the other party written notice. The termination is to take effect on the date specified in the notice. That date must be at least 6 months after the notice is given unless the other party agrees to a shorter period. If no date is specified in the notice, the termination is to take effect 6 months after the notice is given.

12.2 On termination

On the termination date, this Licence will terminate and the Licensee, and any sub-Licensee or occupier of the Licensed Area, is to give up vacant possession of the Licensed Area to the PTA.

12.3 Liability for payment and obligations

The Licensee remains liable for the payment of all money due under this Licence and to comply with its other obligations under this Licence until the termination date, and in the case of obligations which are expressed to survive the termination of this Licence, until they have been met.

13 Increase in Licence fee on Change in Use

If at any time the Licensee requests the PTA to allow the Licensee to change the Permitted Use, the PTA may, as a condition of agreeing to that request, require that the Licence fee be increased from a date (after the Licensee's request) stipulated by the PTA and that this Licence be otherwise varied in the manner required by the PTA. The Licensee is responsible for and must pay the PTA's reasonable costs incurred as a result of any change of the Permitted Use and anything required under this clause.

14 Access

14.1 Access Location

If any part of the land owned by the PTA and adjoining the Licensed Area is shown on the plan attached to the Licence as available for the purpose of access to and from the Licensed Area, the Licensee may use that part, subject to this clause 14. The Licensee may not use that land for any other purpose. The Licensee is to ensure that no vehicles are parked on that land and that it is not obstructed in any way by the Licensee's Employees, Agents and Visitors.

14.2 Compliance with directions

The Licensee is to promptly comply with directions given by the PTA concerning the use of the land referred to in this clause for access purposes.

14.3 **Application of indemnity**

Every indemnity given by the Licensee in the Licence and the provisions of the Licence imposing obligations on the Licensee to maintain insurance apply to the land used by the Licensee for access purposes as if that land forms part of the Licensed Area.

14.4 **Non-Liability**

The PTA is not liable to the Licensee in any way if the Licensee is not able to use the land referred to in this clause for access purposes, except if the Licensee is prevented from using the land without lawful reason by the PTA or by an employee or agent or other person under the control of the PTA.

15 Access to Services

The Licensee is to allow any Authority (including its employees, contractors, agents, consultants or other authorised representatives) access to any Services on the Licensed Area for any purpose lawfully required by the Authority.

16 Redecoration

The Licensee is to redecorate the interior of any building on the Licensed Area to the reasonable satisfaction of the PTA at least once in every period of 5 years from the Commencement Date. Redecoration of the building includes replacing floor coverings, wall coverings (including wall tiles) curtains, blinds, lights and other furnishings which are worn or damaged, repainting all surfaces previously repainted with at least 2 coats of high quality paint in colours approved by the PTA and otherwise treating all surfaces in the manner previously treated.

17 Goods and Services Tax

17.1 **Definitions**

Unless otherwise stated, in this clause:

GST means a tax levied on the value of a good or service or property supplied, including but not limited to the value represented by the Licence fee and Outgoings or other money payable to the PTA for goods or services or property.

Supply means a good or service or property supplied under this Licence, including but not limited to the Licensed Area, and other goods or services or property the cost of which comprises part of the Outgoings.

17.2 **Licensee must pay GST**

The Licensee must pay to the PTA the amount of any GST the PTA pays or is liable to pay on a Supply.

17.3 **Licensee must pay GST at same time**

The Licensee must pay to the PTA the amount of the GST that the Licensee is liable to pay at the same time and in the same manner as the Licensee is obliged to pay for that

Supply, including in relation to Licence fee, Operating Expenses and Rates and Taxes, at the time the Licensee is obliged to pay those amounts.

17.4 **Prices do not include GST**

The price for each Supply, including Licence fee, fixed or determined under this Licence does not include GST on that Supply and the Licensee must pay the amount of GST in addition to the price for that Supply fixed or determined under this Licence.

17.5 **Apportionment of GST**

Where a Supply is not separately supplied to the Licensee, the liability of the Licensee for any amount for GST in relation to that Supply is determined on the same basis as the Licensee's Contribution to Operating Expenses is determined.

17.6 **Statement of GST paid is conclusive**

A written statement given to the Licensee by the PTA of the amount of GST that the Supplier pays or is liable to pay is conclusive as between the parties except in the case of an obvious error.

18 Electrical Work

18.1 **Landlord's consent**

The Licensee must not carry out any electrical work in or upon the Licensed Area without the prior written consent of the PTA, such consent not to be unreasonably withheld.

18.2 **Licensed Electrical contractor**

The Licensee must ensure that any electrical work carried out in or on the Licensed Area:

(1) is performed by an electrical contractor who is duly qualified and licensed as required by all relevant acts, regulations and by-laws; and

(2) complies with all requirements of any statute (State or Federal) regulation or by-law relating to the work and is carried out in accordance with best industry practice.

19 Holding over

If the Licensee continues to occupy the Licensed Area after the end of the Term with the consent of the PTA:

(1) the Licensee is a monthly Licensee of the Licensed Area: and

(2) the monthly licence may be terminated by either party giving to the other at least 1 month's notice which may expire on any day; and

(3) all the provisions of this Licence apply to the monthly tenancy except any option to extend the Term.

20 Graffiti

The Licensee must remove all graffiti appearing on the Licensed Area after the Licensee becomes aware of it, or is made aware of it by the PTA, within the following periods:

(1) in the case of offensive or obscene graffiti – 48 hours;

(2) in the case of other graffiti – 7 days.

OFFICIAL

PTA General Licence Terms

These terms may be incorporated in any licence granted by the PTA.

Words which are defined at the end of these the PTA General Licence Terms have an initial capital letter.

1 Term

1.1 Term Specified in the Schedule

The Licence is granted for the Term specified in Item 5 of the Schedule, subject to clause 1.2.

1.2 Immediate Termination by the PTA

Without limitation, the PTA may terminate the Licence by notice to the Licensee at any time that:

(1) the PTA determines in the PTA's discretion that the Licensed Area is required for the provision of services or other use or uses for the benefit of the general public; or

(2) the Licensee does not comply with the Licensee's Obligations in the Licence.

1.3 No compensation

No compensation is payable by the PTA to the Licensee if the PTA terminates the Licence under clause 1.2.

2 Licence fee and Outgoings

The Licensee is to pay the Licence fee and the Outgoings to the PTA as specified in the Schedule.

3 Assignment and sub-letting

3.1 No interest to be created without consent

The Licensee must not assign, transfer, sub-licence or otherwise part with or give any person any right or interest in the Licence or the Licensed Area or allow any person to use or occupy the Licensed Area without the PTA's consent in writing, and then only subject to any conditions on which consent is given.

3.2 Requirements

If the PTA consents to a proposed assignment or sub-licence, then the Licensee is to, before the proposed date of change in possession deliver to the PTA a deed executed by the proposed assignee or sub-licensee in a form prepared by or approved by the PTA, by which the proposed assignee or sub-licensee agrees to be bound by the Licence from the date that the assignment or sub-licence takes effect.

If the Licensee is a corporation the shares in which are not quoted on the Australian Stock Exchange, any change in ownership or control of the shares is deemed to be an assignment of the Licence and clause 3.1 applies accordingly.

3.3 **Exclusion of statutory provisions**

The provisions of sections 80 and 82 of the Property Law Act 1969 do not apply to the Licence.

3.4 **Costs and expenses**

The Licensee is to pay to the PTA on demand all fees and expenses incurred by the PTA in connection with a proposed assignment or sub-licence.

4 Use of Licensed Area

4.1 **Permitted Use**

The Licensee must use the Licensed Area only for the Permitted Use and the Licensee must not use the Licensed Area for any other purpose unless the PTA consents.

4.2 **Licensee's own enquiries**

The Licensee acknowledges that it has relied on its own enquiries as to how the Licensed Area may be used and not on any representation from the PTA.

4.3 **Approval for Use**

The Licensee must obtain all approvals required from all Authorities for the Permitted Use and if requested must give a copy of any such approval to the PTA.

4.4 **No Warranty by the PTA**

The PTA does not warrant that the Licensed Area is suitable for any purpose for which the Licensee intends to use it. To the extent permitted by law, any warranty in relation to the Licensed Area which is implied by law is excluded and does not apply to the Licence.

5 Insurances

In respect of insurances required by the Licence, the Licensee must:

(1) give the PTA a certificate of currency whenever requested by the PTA;

(2) pay each premium before the due date; and

(3) give notice to the PTA as soon as reasonably practicable if an event occurs which may give rise to a claim under any of the insurances or which could materially adversely affect any of them or if any insurance is cancelled.

Without limitation, if the Licensee does not comply with the obligation to take out and maintain any insurance required by the Licence, the PTA may take out and maintain

that insurance and the Licensee must pay all reasonable costs incurred by the PTA in doing so on demand.

6 Indemnity

6.1 By the Licensee

The Licensee indemnifies the PTA against any cost, expense, loss or other liability to the extent resulting from:

(1) any loss or damage to the Licensed Area or other property; or

(2) the death of or injury to or illness of any person,

caused by:

(3) any negligent act or default of the Licensee or the Licensee's Employees, Agents and Visitors; or

(4) any danger caused or contributed to by a negligent act or omission of the Licensee or the Licensee's Employees, Agents and Visitors,

except to the extent caused or contributed to by the negligence or wilful misconduct of the PTA or any of its employees, agents or contractors.

6.2 PTA not liable

The PTA is not liable for any cost, expense, loss or other liability resulting from any accident, loss of life, injury, damage, malfunction or other event in or affecting the Licensed Area unless caused by the negligence or wilful misconduct of the PTA or any employee or agent of the PTA.

7 Compliance with laws and requirements

The Licensee must comply with all requirements of any Authority and all laws in connection with the Licensee’s use of the Licensed Area, the Licensee's Property and the Licensee's Activities.

8 Maintenance, repair and alteration

8.1 Maintenance and repair

The Licensee must at all times:

(1) keep and maintain the Licensed Area in a clean and tidy condition and promptly remove any rubbish or waste;

(2) maintain all authorised signs in or attached to the Licensed Area in good condition;

(3) maintain any drains and pipes on the Licensed Area in a clean and free flowing condition; and

(4) keep the Licensee's Property in good repair and condition.

8.2 **No interference with Services**

The Licensee must not modify or interfere with the Services serving the Licensed Area or any equipment connected to those Services.

8.3 **Alterations to the Licensed Area**

The Licensee must not make any alteration or addition to the Licensed Area unless the PTA consents.

8.4 **Damage to the Licensed Area**

The Licensee must not cause or allow damage to the Licensed Area.

8.5 **Building work**

In carrying out its obligations to maintain the Licensed Area in good condition and to redecorate and if making any alterations or additions to the Licensed Area the Licensee must:

(1) before carrying out any building work, obtain the PTA's approval to the plans and specifications for the work;

(2) (if the PTA consents) comply with any conditions of consent and also comply with the requirements of any Authority and all laws and standards which apply to the work at the time the work is carried out; and

(3) carry out the work in a safe and proper manner.

9 Work health and safety

9.1 **General**

(1) The Licensee must comply, and must ensure that any person that it engages to conduct work at the Licensed Area complies, at all times with the *Work Health and Safety Act 2020* (WA) (**WHS Act**), the *Work Health and Safety (General) Regulations 2022* (WA) (**WSH Regulations**) and any applicable codes of practice, and ensure that it has adequate systems in place to identify, minimise and control all hazards.

(2) The Licensee acknowledges that the Licensee is the occupier of the Licensed Area and is the 'person with management or control of a workplace' (as that term is defined in the WHS Act and WHS Regulations) in respect of the Licensed Area and the means of access to or egress from the Licensed Area.

(3) The Licensee agrees that if there is any Construction Project (as defined under the WHS Regulations) carried out at the Licensed Area, it will be the Principal Contractor (as defined in the WHS Regulations) for the Construction Project, unless it validly appoints another person as Principal Contractor in respect of the Construction Project, and notifies PTA of such appointment.

(4) The Licensee must:

(a) comply with the WHS Act and WHS Regulations, including as Principal Contractor (where applicable), the occupier of the Licensed Area and the 'person with management or control of a workplace' (as that term is defined in the WHS Act and WHS Regulations);

(b) have adequate and effective systems and processes in place to assess and eliminate all risks to health and safety, so far as is reasonably practicable, or where this is not possible, minimise those risks in a way that meets the standards required under the WHS Act and WHS Regulations;

(c) maintain familiarity with, and ensure compliance by the Licensee and the Licensee's Employees, Agents and Visitors with, the obligations, duties and requirements of the WHS Act and WHS Regulations in relation to workplace health and safety at the Licensed Area and of the Licensee's Employees, Agents and Visitors;

(d) ensure that only suitably qualified persons are engaged by or on behalf of the Licensee to carry out any works;

(e) comply with all notices, orders and directions given by any Authority on health and safety issues at or affecting the Licensed Area (including any improvement, prohibition or non-disturbance notice under the WHS Act and WHS Regulations) in a timely manner, and give PTA copies of those notices, orders and directions as soon as practicable after their receipt from the Authority;

(f) only use the Licensed Area, including any structure on the Licensed Area, for the purpose for which it was provided or constructed, and as communicated to the Licensee by PTA, and will not alter the Licensed Area, or any structure on the Licensed Area, such as to create a risk to the health or safety of any individual;

(g) comply with all of PTA's requirements in relation to workplace health and safety; and

(h) allow PTA to inspect, and provide PTA with, such information and documents as PTA reasonably requires to enable PTA to verify the Licensee's compliance with this clause.

(5) The Licensee must:

(a) notify PTA verbally as soon as practicable after becoming aware of a notifiable incident occurring on the Licensed Area within the meaning of the WHS Act and WHS Regulations, which notice must be confirmed in writing as soon as is practicable after the incident; and

(b) make available to PTA such information about the incident as reasonably requested by PTA and cooperate with any investigation instigated by or on behalf of PTA into any such incident.

9.2 **Report to PTA**

The Licensee must report as soon as is practicable to PTA in writing and in the case of emergency, verbally:

(1) any damage to or defect or malfunction in the Licensed Area, including PTA's Property or the services in the Licensed Area of which the Licensee is aware;

(2) any event or circumstance which is likely to give rise to a claim by any person against PTA;

(3) any notice, demand or claim made by or issued by any person in relation to the Licensed Area or the land which concerns PTA or of which PTA should be aware, including any improvement, prohibition or non-disturbance notice under the WHS Act or WHS Regulations, in so far as they relate to the Licensed Area; and

(4) any circumstance likely to:

(a) be a danger; or

(b) cause any damage or danger,

to the Licensed Area, or any person on or in the Licensed Area or the land of which the Licensee is aware.

10 Licensee's general obligations

10.1 **Positive obligations**

The Licensee must:

(1) carry out all Licensee's Activities in the Licensed Area in a safe and proper manner;

(2) install and maintain in safe working order residual current fee devices to all fixed electricity supply sockets in the Licensed Area which may be used for portable or hand held electrical equipment in accordance with the WHS Act;

(3) as soon as practicable comply with the PTA's directions for the purpose of protecting property or persons in the Licensed Area;

10.2 **Negative obligations**

In connection with the Licensed Area, the Licensee must not:

(1) do anything which is offensive or a nuisance;

(2) interfere with or obstruct access to the Services;

(3) use facilities in or near the Licensed Area, including the toilets and drains, for any improper purpose;

(4) put up any signs, notices or advertisements without the PTA's consent.

11 PTA's Entry Rights

The PTA may at any reasonable time and without the need for prior notice enter the Licensed Area with or without workmen, plant, equipment and materials to:

(1) inspect the state of repair of the Licensed Area;

(2) verify that the Licensee is complying with the Licensee's Obligations;

(3) maintain, repair or alter the Licensed Area or the Services;

(4) carry out structural alterations or other works to the Licensed Area required by the PTA or an Authority; and

(5) remove harmful substances.

12 Termination for Default

If at any time:

(1) any money payable by the Licensee remains unpaid for 14 days after becoming due; or

(2) the Licensee is in breach of any other Licensee's Obligation for more than 14 days after notice has been given to the Licensee of the breach;

(3) a judgment, order or an encumbrance is enforced, or becomes enforceable against the Licensee's interest in the Licence or the Licensee's Property; or

(4) an Insolvency Event occurs in respect of the Licensee,

(5) the Licensee abandons the Licensed Area or otherwise repudiates the Licence,

the PTA may terminate the Licence by re-entering the Licensed Area without notice or by notice to the Licensee.

13 Licensee's Obligations on termination

13.1 Licensee to vacate

As soon as practicable, on the termination of the Licence for any reason, the Licensee must vacate the Licensed Area, remove the Licensee's Property and make good to the satisfaction of the PTA any damage caused by that removal.

13.2 Non-removal

The obligation to remove the Licensee's Property in clause 13.1 does not apply to any buildings, improvements or other fixtures which the PTA requires, by notice to the Licensee, not to be removed.

13.3 **Removal of Licensee's Property**

If the Licensee does not comply with clause 13.1, the PTA may remove the Licensee's Property from the Licensed Area and dispose of it in any manner.

14 Costs, expenses, duties and fees

The Licensee must pay or reimburse the PTA on demand for all the PTA's costs and expenses reasonably incurred, including legal costs and expenses and consultants and agents fees, in relation to the preparation of the Licence.

15 Notices

15.1 **Form and address**

A notice or other communication in connection with this Licence is to be in writing and:

(1) may be given by the relevant party or any authorised officer of that party or its solicitor or agent; and

(2) may be given or made by:

(a) delivery to that person personally; or

(b) addressing to that person and leaving it or posting it to:

(i) the Licensed Area;

(ii) the address of that person set out in this Licence;

(iii) that person's last known place of residence; or

(iv) if that person is a corporation, its registered office or principal place of business; or

(v) any other address previously notified to the sender;

15.2 **Receipt**

Unless a later time is specified in it, a notice or other communication takes effect from the time it is received. It is taken to be received:

(1) if left at the Licensed Area, at the time it is left; or

(2) in the case of a posted letter, on the third day after posting.

16 Interpretation

16.1 **Definitions**

In these PTA General Licence Terms and in the Licence:

(1) **Authority** means any governmental or other public body, local authority or other authority of any kind.

(2) **Commencement Date** means the commencement date of the Term stated in the Licence.

(3) **Insolvency Event** means the happening of any of the following events in relation to the Licensee:

(a) an application is made to a court for it to be wound up or for the appointment of a provisional liquidator;

(b) it becomes an externally-administered body corporate (within the meaning of the Corporations Act 2001);

(c) the appointment of a controller, as defined by the Corporations Act 2001, in respect of any of its assets;

(d) it is wound up or dissolved;

(e) it proposes to enter into or enters into any form of arrangement (formal or informal) with its creditors or any of them;

(f) it is, or is deemed to be or is presumed by law to be insolvent or unable to pay its debts; or

(g) it becomes an insolvent under administration as defined in section 9 of the *Corporations Act 2001*.

(4) **Licence** means any licence which incorporates these PTA General Licence Terms.

(5) **Licensed Area** has the meaning given in Item 4 of the Schedule.

(6) **Outgoings** means the outgoings referred to in Item 7 of the Schedule.

(7) **Permitted Use** means the use of the Licensed Area stated in the Licence.

(8) **PTA's Property** means all the plant and equipment, fixtures, fittings, furniture including curtains, blinds and lights in or fixed to the Licensed Area that are not the Licensee's Property, including any items specified in the Schedule.

(9) **Licence fee** means the annual licence fee stated in the Licence.

(10) **Services** means services running through or servicing the Licensed Area including air conditioning equipment, power, water, sewerage, drainage, gas, telecommunications and fire sprinkler system.

(11) **Licensee** means the person stated in the Licence as the Licensee including successors and any assignee or sub-Licensee.

(12) **Licensee's Activities** any activities of the Licensee in connection with the Licensed Area.

(13) **Licensee's Employees, Agents and Visitors** means each of the Licensee's employees, agents, contractors, service suppliers, sub-lessees, licensees, other visitors, and any other person who at any time is on the Licensed Area with the consent of the Licensee.

(14) **Licensee's Obligations** means the obligations of the Licensee in the Licence.

(15) **Licensee's Property** means any buildings, improvements, other fixtures, and any plant or equipment, fittings, furniture and furnishings or other property which the Licensee constructs on or installs in or fixes to the Licensed Area or brings on to the Licensed Area.

(16) **Schedule** means the Schedule in the Licence.

(17) **Term** means the term specified in the Licence.

16.2 **Interpretation Rules**

In these PTA General Licence Terms and the Licence, unless otherwise stated:

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

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

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

(4) an obligation, representation or warranty on the part of two or more persons binds them jointly and severally;

(5) where a period of time is expressed to be calculated from or after a specified day, that day is included in the period, and

(6) a reference to a month is to a calendar month;

(7) where the word 'including' or 'include' is used, it is to be taken to be followed, where the context permits, by the words: 'but not limited to'; and

(8) a reference to the PTA includes any person authorised by the PTA to represent the PTA in connection with the Licence.

11.6 PROPOSED BUSH FIRE BRIGADE LOCAL LAW

File Ref:	**ADM212**
Location:	**Shire of West Arthur**
Applicant:	**Shire of West Arthur**
Author:	**Leanne Parola, LG Best Practices Consultant**
Authorising Officer:	**Vin Fordham Lamont, Chief Executive Officer**
Date:	**14/10/2026**
Disclosure of Interest:	**Nil**
Attachments:	**1. Draft Bush Fire Brigades Local Law**
	2. Commissioner Response to Bush Fire Brigades Local Law
	3. Shire Response to Commissioner Comments

SUMMARY:

Council is requested to consider submissions received during the public advertising period and resolve to make the Shire of West Arthur Bush Fire Brigade Local Law 2026.

BACKGROUND:

At the Ordinary Meeting of Council held on 28 May 2026, Council resolved to give local public notice of its intention to make the Shire of West Arthur Bush Fire Brigades Local Law 2026 and seek public submissions.

The proposed local law is intended to replace the existing Shire of West Arthur By-law relating to the establishment, maintenance and equipment of Bush Fire Brigades, which no longer reflects contemporary legislative and operational requirements.

The public comment period closed on 15 July 2026.

COMMENT:

The proposed Bush Fire Brigades Local Law 2026 was advertised for public comment in accordance with section 3.12 of the Local Government Act 1995. The public submission period has concluded, and Council is now able to consider the submissions received and determine whether to proceed with making the local law.

Only one submission was received and no objections were raised to the making of the local law. The comments provided by the Commissioner of the Department of Fire and Emergency Services have been carefully considered and minor amendments to the draft local law are recommended. A copy of the submission and office response including proposed amendments to the draft local law are attached.

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.

CONSULTATION:

The proposed local law was advertised through:

- Local public notice on the Shire's website
- The Shire's Facebook page
- Advertising in 'The Bleat' newsletter on 2 June 2026.
- Notification to the Minister for Local Government and the Commissioner of Fire and Emergency Services.

One submission was received from the Commissioner of the Department of Fire and Emergency Services. No submission was received from the Department of Local Government, Industry Regulation and Safety or any members of the public.

The Commissioner of the Department of Fire and Emergency Services generally supported the proposed local law and provided several comments for consideration. His submission and the Shire's response to the submission is attached. Following consideration of the comments, officers recommend a number of minor amendments to the proposed local law as outlined. No substantive amendments are proposed.

STATUTORY ENVIRONMENT:

The proposed local law is made pursuant to section 62 of the *Bush Fires Act 1954* and section 3.12 of the *Local Government Act 1995*.

Upon making the local law, the CEO must undertake the steps required by section 3.12(7) of the Local Government Act 1995, including publication in the Government Gazette and giving notice of the making of the local law.

POLICY IMPLICATIONS:

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

- F14 - Harvest & Vehicle Movement Ban – Christmas Day, Boxing Day & New Year's Day
- LS 1 – Emergency Management

FINANCIAL IMPLICATIONS:

The costs associated with making a new Bush Fire Brigades local law are included in the 2026/27 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		**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	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:

Absolute Majority

RESOLUTION OCM-2026-114

Moved: Cr Graeme Peirce
Seconded: Cr Neil Morrell

That Council, by Absolute Majority, pursuant to section 3.12(4) of the Local Government Act 1995 and section 62 of the Bush Fires Act 1954:

1. Notes the submissions received during the public advertising period for the proposed Shire of West Arthur Bush Fire Brigades Local Law 2026;
2. Endorses the officer responses to those submissions;
3. Amends the proposed local law as attached;
4. Makes the Shire of West Arthur Bush Fire Brigades Local Law 2026;
5. Specifies that the purpose of the local law is:
    - *To make provisions for the establishment, organisation and maintenance, administration and funding of bush fire brigades*;
6. Specifies that the effect of the local law is:
    - *To align existing local laws with changes in legislation and operational practice*; and
7. Authorises the Chief Executive Officer to undertake all actions necessary to give effect to the making of the local law, including publication in the Government Gazette and giving notice in accordance with section 3.12(7) of the Local Government Act 1995.

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

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 22 October 2026 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;

"normal brigade activities" is defined by section 35A of the Act;

"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 Act, 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

A bush fire brigade and each brigade member is to comply with the Rules.

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 Act 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 Act, 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 Act 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 Act 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

(1) Fire fighting members are those persons being at least 16 years of age who undertake all normal bush fire brigade activities.
(2) Fire fighting members between 16 and 18 years of age must have parent/guardian consent and the brigade's captain must be satisfied that the prospective member can perform the requisite duties.

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 Act 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 Bush 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 Act 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 Bush 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 current records of brigade members, including their contact details and membership type, and provide those records to the local government to support its statutory register under the Act;
    (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) 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)(e) 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).

3.8 First Lieutenant

The First Lieutenant is to assist the Captain and perform the Captain's duties when the Captain is absent or unavailable.

3.9 Second Lieutenant

The Second Lieutenant is to assist the Captain and First Lieutenant and assume the next position in the brigade chain of command.

3.10 Additional Lieutenants

Additional Lieutenants are to undertake duties assigned by the Captain and assume command according to their designated seniority.

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 Bush 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 Bush 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 Bush Fire Control Officer or Captain, to all brigade members.
(3) In a notice given under subclause (2) the Chief Bush 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 Act, 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 . . . . .

Government of **Western Australia**
Department of **Fire & Emergency Services**

DFES
Department of Fire & Emergency Services

Our Ref: 26/118771

Shire of West Arthur
PO Box 112
31 Burrowes Street
DARKAN WA 6392

Email: shire@westarthur.wa.gov.au

Dear Mr Lamont

SHIRE OF WEST ARTHUR BUSH FIRE BIRGADE LOCAL LAW 2026 REVIEW

I refer to the Shire's correspondence dated 29 May 2026 regarding the Shire's proposed *Bush Fire Brigade Local Law 2026* (**Proposed Law**).

I acknowledge the Shire's Ordinary Council Meeting Minutes of 28 May 2026, indicating the Proposed Law is based on the model developed by the Western Australian Local Government Association (**WALGA**).

While unable to provide legal advice, I make the following general comments for the Shire's consideration, and recommend that the Shire obtain its own independent legal advice as it determines necessary:

- While the term "normal brigade activities" is defined within cl 1.1 of the Rules (First Schedule), this term is used within the main body of the Proposed Law - at cl. 2.1(1) and 2.2(b) and 4.4. I would recommend defining this term within the Definitions section at cl.1.2.
- "Rules" are a defined term in the Definitions section at cl 1.2.1, recommend removing "as set out in the First Schedule" in cl 2.4.
- Cl. 4.2 allows firefighting members to be persons over the age of 16 years. The *Fire Brigades Regulations 1943 (WA)* stipulate eligibility criteria for volunteer brigades formed under *the Fire Brigades Act 1954 (WA)*. Regulation 159C provides for eligibility of probationary members from 16 years if they have:
    - parent / guardian consent; and
    - the brigade's captain is satisfied that the prospective member can perform the requisite duties.

  As a matter of policy, the Shire may wish to consider adding these protective mechanisms to Bush Fire Brigade membership.
- Check the consistency of formatting and terminology throughout the document - for example, the term "Chief Bush Fire Control Officer" is used throughout, except in some clauses such as cl. 4.6 ('Notification of Membership') and cl. 5.1 of the Rules where the term "Chief Fire Control Officer" is used. As well as the term "Act" which is defined as the *Bush Fires Act 1954* in cl 1.2.1. However, '*Bush*

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ABN 39 563 851 304

Fires Act 1954' is still used throughout the document, for example in cl. 2.4(3) and cl .3.3.

- Consider using the WALGA 'model law' forms for cl. 2.4 'Application for membership' and attach them to the Proposed Law.
- Section 43 of the *Bush Fires Act 1954 (WA)* provides: "A local government that establishes a bush fire brigade shall, by its local laws, provide for the appointment or election of a captain, a first lieutenant, a second lieutenant, and such additional lieutenants as may be necessary ... *and prescribe their respective duties."* (emphasis added). DFES notes that while the duties of the Captain are provided for in cl 3.2 of the Rules, these relate only to brigade meetings and there are no further duties of the Captain or other officers provided for otherwise.
- Check cl.3.3(1)(a) and (g) for repetition.

Yours sincerely

DARREN KLEMM AFSM
COMMISSIONER

30 June 2026

Proposed Shire of West Arthur Bush Fire Brigades Local Law 2026 – Shire of West Arthur Response to Submission

Commissioner Comment	Shire of West Arthur Comment	Action
While the term "normal brigade activities" is defined within cl 1.1 of the Rules (First Schedule), this term is used within the main body of the Proposed Law – at cl. 2.1(1) and 2.2(b) and 4.4. I would recommend defining this term within the Definitions section at cl. 1.2.	Agree, defining the term in clause 1.2 will improve clarity and ensure it applies consistently throughout the Local Law.	Copied definition of "normal brigade activities" into the definitions in clause 1.2
"Rules" are a defined term in the Definitions section at cl 1.2.1, recommend removing "as set out in the First Schedule" in cl 2.4.	Agree, the term "Rules" is already defined in clause 1.2, so the additional wording is unnecessary.	Amended clause 2.4(2) to read: A bush fire brigade and each brigade member is to comply with the Rules.
Cl. 4.2 allows firefighting members to be persons over the age of 16 years. The *Fire Brigades Regulations 1943 (WA)* stipulate eligibility criteria for volunteer brigades formed under the *Fire Brigades Act 1954 (WA)*. Regulation 159C provides for eligibility of probationary members from 16 years if they have: - parent/guardian consent; and - The brigade's captain is satisfied that the prospective member can perform the requisite duties. As a matter of policy, the Shire may wish to consider adding these protective mechanisms to Bush Fire Brigade membership.	Agree, although the Fire Brigades Regulations relate to brigades established under the *Fire Brigades Act 1942* and do not directly apply to bush fire brigades established under the *Bush Fires Act 1954*. However, the proposed safeguards/wording would be ideal for volunteers under 18 years of age	Added clause requiring that fire fighters between 16 and 18 years of age must have parent/guardian consent the brigade's captain must be satisfied that the prospective member can perform the requisite duties.
Check the consistency of formatting and terminology throughout the document – for example, the term "Chief Bush Fire Control Officer" is used throughout, except in some clauses such as cl. 4.6 ('Notification of Membership') and cl. 5.1 of the Rules where the term "Chief Fire Control Officer" is used. As well as the term "Act" which is defined as the *Bush Fires Act 1954* in cl 1.2.1. However, *'Bush Fires Act 1954'* is still used throughout the document, for example in cl. 2.4(3) and cl. 3.3.	Agree, needs to be consistent throughout	• The term "Chief Fire Control Officer" has been replaced with "Chief Bush Fire Control Officer"; and • References to the full title *Bush Fires Act 1954* have been replaced with "the Act," except where the full title is required for context

Commissioner Comment	Shire of West Arthur Comment	Action
Consider using the WALGA 'model law' forms for cl. 2.4 'Application for membership' and attach them to the Proposed Law. Section 43 of the *Bush Fires Act 1954 (WA)* provides: "A local government that establishes a bush fire brigade shall, by its local laws, provide for the appointment or election of a captain, a first lieutenant, a second lieutenant, and such additional lieutenants as may be necessary….*and prescribe their respective duties."* (emphasis added). DFES notes that while the duties of the Captain are provided for in cl 3.2 of the Rules, these relate only to brigade meetings and there are no further duties of the Captain or other officers provided for otherwise.	Disagree, referring to the DFES approved form ensures that all information that is required is captured and submitted. Agreed to making these changes to the Rules to provide clarity	No action Amended Part 3 of the Rules to prescribe the duties of each operational officer, as follows: Clause 3.2 – inserted new subclause (1) "The captain is to provide operational leadership, maintain brigade readiness, oversee training and safety, and assume command at incidents where authorised under the Act." Renumbered subsequent subrules accordingly. Inserted new Clauses 3.8, 3.9 and 3.10 for the following positions: • First Lieutenant: assist the Captain and perform the Captain's duties when the Captain is absent or unavailable. • Second Lieutenant: assist the Captain and First Lieutenant and assume the next position in the brigade chain of command. • Additional Lieutenants: undertake duties assigned by the Captain and assume command according to their designated seniority.

Commissioner Comment	Shire of West Arthur Comment	Action
Check cl.3.3(1)(a) and (g) for repetition	Agree to make amendments to remove repetition	• Amended Clause 3.3(1)(a) to read: "maintain current records of brigade members, including their contact details and membership type, and provide those records to the local government to support its statutory register under the Act;" • Deleted Clause 3.3(1)(g) and renumbered Clause 3.3(1)(h) to 3.3(1)(g)

12 CORPORATE SERVICES

12.1 MONTHLY FINANCIAL REPORTS - SEPTEMBER 2026

File Ref:	**ADM338**
Location:	**N/A**
Applicant:	**N/A**
Author:	**Melinda King, Manager Financial Reporting**
Authorising Officer:	**Kylie Caley, Deputy Chief Executive Officer**
Date:	**08/10/2026**
Disclosure of Interest:	**Nil**
Attachments:	**1. Monthly Financial Report - September 2026**

SUMMARY:
The purpose of this report is to provide Council with the monthly financial reports for the month ending 30 September 2026.

BACKGROUND:
The *Local Government (Financial Management) Regulations 1996*, regulation 34 states that a local government must prepare each month a statement of financial activity reporting on the revenue and expenditure, as set out in the annual budget.
Variances between budgeted and actual expenditure including the required material variances are included in the variance report.

COMMENT:
The attached Statement of Financial Activity for the period 1 July 2026 to 30 September 2026 represents three (3) months, or 25% of the year. The following items are worthy of noting:

- Closing surplus position of $3.5m;
- Operating results:
  - 76% of budgeted operating revenue has been received; and
  - 24% of budgeted operating expenditure spent;
- Capital expenditure achieved 18.2% of budgeted projects, including:
- Land & Buildings 34.92%
- Furniture & Equipment 0%
- Plant & Equipment 0%
- Infrastructure – Roads, Drainage, & Footpaths 0.14%
- Infrastructure – Other 0%
- Cash holdings of $4.72m of which $1.67m is held in cash backed reserve accounts;
- Rates debtors outstanding equate to 84.1% of total rates raised for 2026/2027 (this includes deferred pensioner rates); and
- Page 6 of the statements detail major variations from year to date budgets.

CONSULTATION:
Nil.

STATUTORY ENVIRONMENT:

s.6.4 Local Government Act 1995, Part 6 - Financial Management
r. 34 Local Government (Financial Management) Regulations 1996
r. 35 Local Government (Financial Management) Regulations 1996

POLICY IMPLICATIONS:

Policy implications do not apply for this report and it is the opinion of the author that policy development is not required.

FINANCIAL IMPLICATIONS:

This item reports on the current financial position of the Shire. The recommendation does not in itself have a financial implication.

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 1	Minor 2	Moderate 3	Major 4	Catastrophic 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 monitor the Shire's ongoing financial performance would increase the risk of a negative impact on the Shire's Financial position. As the monthly report is a legislative requirement, non compliance may result in a qualified audit.
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 (4)
Principal Risk Theme	Compliance Requirements
Risk Action Plan (Controls or Treatment Proposed)	Prepare, review and present monthly financial reports to Council, including monitoring of budget variances and the Shire's overall financial position.

VOTING REQUIREMENTS:

Simple Majority

RESOLUTION OCM-2026-115

Moved: Cr Natalie O'Neill
Seconded: Cr Duncan South

That Council notes the monthly financial statements for the period ending 30 September 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 September 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 SEPTEMBER 2026

	Note	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		2,408,977	2,408,977	**2,409,011**	34	0.00%	
Grants, subsidies and contributions		664,452	300,562	**300,833**	271	0.09%	
Fees and charges		464,390	199,839	**208,488**	8,649	4.33%	
Interest revenue		133,971	18,949	**18,803**	(146)	(0.77%)	
Other revenue		257,247	61,870	**67,684**	5,814	9.40%	
Profit on asset disposals		171,487	56,162	**106,162**	50,000	89.03%	
		4,100,524	**3,046,359**	**3,110,981**	**64,622**	2.12%	
Expenditure from operating activities							
Employee costs		(2,404,988)	(671,891)	**(652,168)**	19,723	2.94%	▲
Materials and contracts		(1,758,198)	(363,481)	**(358,966)**	4,515	1.24%	
Utility charges		(118,360)	(19,727)	**(17,290)**	2,437	12.35%	
Depreciation		(3,979,816)	(994,954)	**(955,864)**	39,090	3.93%	▲
Finance costs		(29,098)	(8,582)	**(8,582)**	0	0.00%	
Insurance		(156,959)	(78,480)	**(80,970)**	(2,490)	(3.17%)	
Other expenditure		(56,345)	(12,836)	**(9,484)**	3,352	26.11%	
Loss on asset disposals		(68,260)	0	**0**	0		
		(8,572,024)	**(2,149,951)**	**(2,083,324)**	**66,627**	3.10%	
Amounts excluded from operating activities	2(c)	3,876,589	830,923	**741,833**	(89,090)	(10.72%)	
Amount attributable to operating activities		**(594,911)**	**1,727,331**	**1,769,490**	**42,159**	2.44%	
INVESTING ACTIVITIES							
Inflows from investing activities							
Proceeds from capital grants, subsidies and contributions		4,532,557	888,000	**888,183**	183	0.02%	
Proceeds from disposal of property, plant and equipment		317,600	115,000	**115,000**	0	0.00%	
Proceeds from financial assets at amortised cost - self supporting loans		33,136	8,182	**8,182**	0	0.00%	
		4,883,293	**1,011,182**	**1,011,365**	**183**	0.02%	
Outflows from investing activities							
Acquisition of property, plant and equipment		(3,544,253)	(1,031,338)	**(1,031,783)**	(445)	(0.04%)	
Acquisition of infrastructure		(2,140,831)	(2,500)	**(2,096)**	404	16.16%	
		(5,685,084)	**(1,033,838)**	**(1,033,879)**	**(41)**	(0.00%)	
Amount attributable to investing activities		**(801,791)**	**(22,656)**	**(22,514)**	**142**	0.63%	
FINANCING ACTIVITIES							
Inflows from financing activities							
Transfer from reserves		488,678	0	**0**	0		
		488,678	**0**	**0**	**0**		
Outflows from financing activities							
Repayment of borrowings		(97,168)	(23,936)	**(23,936)**	0	0.00%	
Transfer to reserves		(822,928)	(3,000)	**(3,450)**	(450)	(15.00%)	▼
		(920,096)	**(26,936)**	**(27,386)**	**(450)**	(1.67%)	
Amount attributable to financing activities		**(431,418)**	**(26,936)**	**(27,386)**	**(450)**	(1.67%)	
MOVEMENT IN SURPLUS OR DEFICIT							
Surplus or deficit at the start of the financial year	2(a)	1,828,120	1,828,120	**1,828,122**	2	0.00%	
Amount attributable to operating activities		(594,911)	1,727,331	**1,769,490**	42,159	2.44%	
Amount attributable to investing activities		(801,791)	(22,656)	**(22,514)**	142	0.63%	
Amount attributable to financing activities		(431,418)	(26,936)	**(27,386)**	(450)	(1.67%)	
Surplus or deficit after imposition of general rates		**0**	**3,505,859**	**3,547,712**	**41,853**	1.19%	

KEY INFORMATION

▲▼ Indicates a variance between Year to Date (YTD) Budget and YTD Actual data outside the adopted materiality threshold.
▲ Indicates a variance with a positive impact on the financial position.
▼ Indicates a variance with a negative impact on the financial position.
Refer to Note 3 for an explanation of the reasons for the variance.

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

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

	Actual 30 June 2026	Actual as at 30 September 2026
	$	$
CURRENT ASSETS		
Cash and cash equivalents	5,334,081	4,720,622
Trade and other receivables	202,993	2,078,918
Other financial assets	33,136	24,954
Inventories	102,294	102,294
Other assets	120,411	35,409
Non-current assets classified as held for sa	65,107	65,107
TOTAL CURRENT ASSETS	5,858,022	7,027,304
NON-CURRENT ASSETS		
Other financial assets	299,540	299,540
Property, plant and equipment	20,100,486	20,938,185
Infrastructure	111,337,919	110,569,397
TOTAL NON-CURRENT ASSETS	131,737,945	131,807,122
TOTAL ASSETS	137,595,967	138,834,426
CURRENT LIABILITIES		
Trade and other payables	314,202	120,153
Other liabilities	1,979,771	1,519,306
Borrowings	97,168	73,232
Employee related provisions	413,858	414,927
TOTAL CURRENT LIABILITIES	2,804,999	2,127,618
NON-CURRENT LIABILITIES		
Borrowings	497,160	497,160
Employee related provisions	28,674	28,674
Other provisions	55,324	55,324
TOTAL NON-CURRENT LIABILITIES	581,158	581,158
TOTAL LIABILITIES	3,386,157	2,708,776
NET ASSETS	**134,209,810**	**136,125,650**
EQUITY		
Retained surplus	6,942,441	8,854,831
Reserve accounts	1,667,504	1,670,954
Revaluation surplus	125,599,865	125,599,865
TOTAL EQUITY	**134,209,810**	**136,125,650**

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

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

1 BASIS OF PREPARATION AND MATERIAL 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 with exception to the following:

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. Supplementary 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.

PREPARATION TIMING AND REVIEW

Date prepared: All known transactions up to 07 October 2026

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.

Material accounting policies
Material accounting policies utilised in the preparation of these statements are as described within the 2026-27 Annual Budget. Please refer to the adopted budget document for details of these policies.

Critical accounting estimates and judgements
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.

As with all estimates, the use of different assumptions could lead to material changes in the amounts reported in the financial report.

The following are estimates and assumptions that have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities within the next financial year and further information on their nature and impact can be found in the relevant note:

- Fair value measurement of assets carried at reportable value including:
  - Property, plant and equipment
  - Infrastructure
- Impairment losses of non-financial assets
- Expected credit losses on financial assets
- Assets held for sale
- Measurement of employee benefits
- Measurement of provisions

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

2 NET CURRENT ASSETS INFORMATION

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

	Note	Adopted Budget Opening 1 July 2026	Actual as at 30 June 2026	Actual as at 30 September 2026
Current assets		$	$	$
Cash and cash equivalents		5,334,081	5,334,081	4,720,622
Trade and other receivables		185,705	202,993	2,078,918
Other financial assets		33,136	33,136	24,954
Inventories		102,294	102,294	102,294
Other assets		137,699	120,411	35,409
Assets classified as held for sale		65,107	65,107	65,107
		5,858,022	5,858,022	7,027,304
Less: current liabilities				
Trade and other payables		(312,746)	(314,202)	(120,153)
Other liabilities		(1,979,771)	(1,979,771)	(1,519,306)
Borrowings		(97,168)	(97,168)	(73,232)
Employee related provisions		(413,858)	(413,858)	(414,927)
		(2,803,543)	(2,804,999)	(2,127,618)
Net current assets		3,054,479	3,053,023	4,899,686
Less: Total adjustments to net current assets	2(b)	(1,226,359)	(1,224,901)	(1,351,974)
Closing funding surplus / (deficit)		**1,828,120**	**1,828,122**	**3,547,712**

(b) Current assets and liabilities excluded from budgeted deficiency

Adjustments to net current assets				
Less: Reserve accounts		(1,667,504)	(1,667,504)	(1,670,954)
Less: Current assets not expected to be received at end of year				
- Financial assets at amortised cost - self supporting loans		(33,136)	(33,136)	(24,954)
- Land held for resale		(79,118)	(79,118)	(79,118)
Assets Held for sale		(65,107)	(65,107)	(65,107)
Add: Current liabilities not expected to be cleared at the end of the year				
- Current portion of borrowings		97,168	97,168	73,232
- Current portion of employee benefit provisions		521,338	522,796	414,927
Total adjustments to net current assets	2(a)	**(1,226,359)**	**(1,224,901)**	**(1,351,974)**

(c) Amounts excluded from operating activities

	Adopted Budget Estimates 30 June 2027	YTD Budget Estimates 30 September 2026	YTD Actual 30 September 2026
	$	$	$
Less: Profit on asset disposals	(171,487)	(56,162)	(106,162)
Less: Movement in liabilities associated with restricted cash	0	(107,869)	(107,869)
Add: Loss on disposal of assets	68,260	0	0
Add: Depreciation	3,979,816	994,954	955,864
Total amounts excluded from operating activities	**3,876,589**	**830,923**	**741,833**

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 local governments' operational cycle.

SHIRE OF WEST ARTHUR
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 SEPTEMBER 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 operating for the 2026-27 year is the greater of 10% or $10,000.
The material variance adopted by Council for capital for the 2026-27 year is the greater of 10% or $25,000.

Description	Var. $	Var. %	
	$	%	
Revenue from operating activities			
Profit on asset disposals Proceeds on sale of Growden Place land has been received. Profit/Loss on sale to be processed when expenses finalised.	**50,000**	**89.03%**	▲
Expenditure from operating activities			
Employee costs Employee costs are below budget due to vacancy for part year.	**19,723**	**2.94%** Permanent	▲
Depreciation Depreciation below budget. Timing variance to budget.	**39,090**	**3.93%** Timing	▲
Amounts excluded from operating activities Depreciation and profit/Loss not yet calculated on Growden place - explained above	**(89,090)**	**(10.72%)**	▼

SHIRE OF WEST ARTHUR

SUPPLEMENTARY INFORMATION

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BASIS OF PREPARATION - SUPPLEMENTARY INFORMATION

Supplementary information is presented for information purposes. The information does not comply with the disclosure requirements of the Australian Accounting Standards.

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

1 KEY INFORMATION

Funding Surplus or Deficit Components

Funding surplus / (deficit)

	Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. $ (b)-(a)
Opening	$1.83 M	$1.83 M	$1.83 M	$0.00 M
Closing	$0.00 M	$3.51 M	$3.55 M	$0.04 M

Refer to Statement of Financial Activity

Cash and cash equivalents

	$4.72 M	% of total
Unrestricted Cash	$3.05 M	64.6%
Restricted Cash	$1.67 M	35.4%

Refer to 3 - Cash and Financial Assets

Payables

	$0.12 M	% Outstanding
Trade Payables	($0.00 M)	
0 to 30 Days		100.0%
Over 30 Days		0.0%
Over 90 Days		0.0%

Refer to 9 - Payables

Receivables

	$0.04 M	% Collected
Rates Receivable	$2.04 M	15.9%
Trade Receivable	$0.04 M	% Outstanding
Over 30 Days		21.5%
Over 90 Days		10.1%

Refer to 7 - Receivables

Key Operating Activities

Amount attributable to operating activities

Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. $ (b)-(a)
($0.59 M)	$1.73 M	$1.77 M	$0.04 M

Refer to Statement of Financial Activity

Rates Revenue

YTD Actual	$2.41 M	% Variance
YTD Budget	$2.41 M	0.0%

Grants and Contributions

YTD Actual	$0.30 M	% Variance
YTD Budget	$0.30 M	0.1%

Refer to 12 - Grants and Contributions

Fees and Charges

YTD Actual	$0.21 M	% Variance
YTD Budget	$0.20 M	4.3%

Refer to Statement of Financial Activity

Key Investing Activities

Amount attributable to investing activities

Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. $ (b)-(a)
($0.80 M)	($0.02 M)	($0.02 M)	$0.00 M

Refer to Statement of Financial Activity

Proceeds on sale

YTD Actual	$0.12 M	%
Adopted Budget	$0.32 M	(63.8%)

Refer to 6 - Disposal of Assets

Asset Acquisition

YTD Actual	$0.00 M	% Spent
Adopted Budget	$2.14 M	(99.9%)

Refer to 5 - Capital Acquisitions

Capital Grants

YTD Actual	$0.89 M	% Received
Adopted Budget	$4.53 M	(80.4%)

Refer to 5 - Capital Acquisitions

Key Financing Activities

Amount attributable to financing activities

Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. $ (b)-(a)
($0.43 M)	($0.03 M)	($0.03 M)	($0.00 M)

Refer to Statement of Financial Activity

Borrowings

Principal repayments	($0.02 M)
Interest expense	($0.01 M)
Principal due	$0.57 M

Refer to 10 - Borrowings

Reserves

Reserves balance	$1.67 M
Net Movement	$0.00 M

Refer to 4 - Cash Reserves

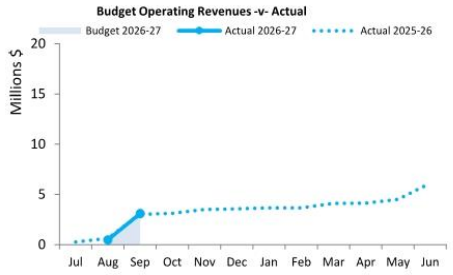
This information is to be read in conjunction with the accompanying Financial Statements and notes.

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

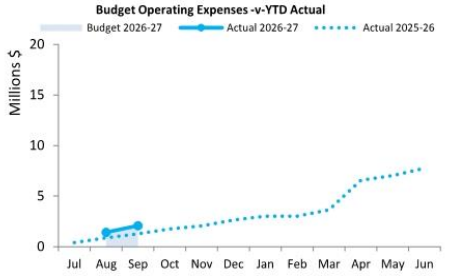
2 KEY INFORMATION - GRAPHICAL

OPERATING ACTIVITIES

OPERATING REVENUE

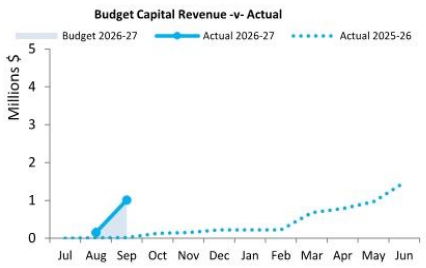


OPERATING EXPENSES

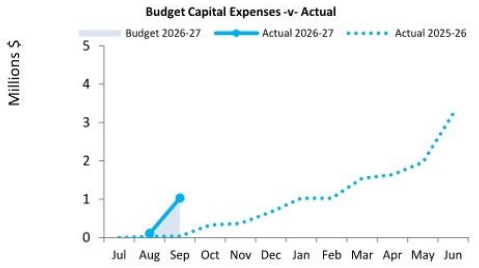


INVESTING ACTIVITIES

CAPITAL REVENUE

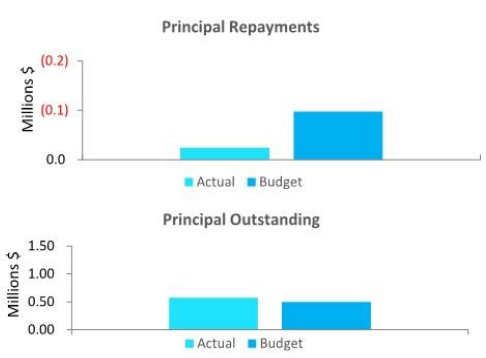


CAPITAL EXPENSES

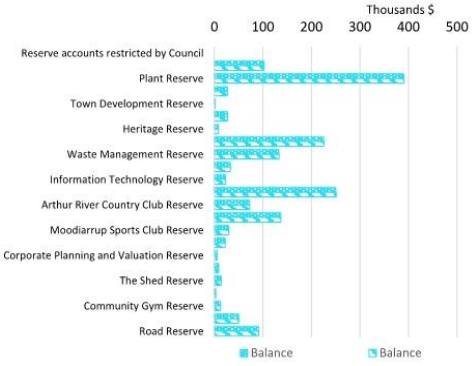


FINANCING ACTIVITIES

BORROWINGS



RESERVES



Closing funding surplus / (deficit)



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

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

3 CASH AND CASH EQUIVALENTS

Description	Classification	Unrestricted	Reserve Accounts	Total	Trust	Institution	Interest Rate	Maturity Date
		$	$	$	$			
Municipal cash at bank	Cash and cash equivalents	391,428	0	391,428	0	NAB	0.01%	N/A
Municipal cash at bank - CM	Cash and cash equivalents	1,108,140	0	1,108,140	0	NAB	3.75%	N/A
Municipal cash at bank - at call	Cash and cash equivalents	350,000	0	350,000	0	WA Treasury	4.30%	N/A
Reserve term deposit	Cash and cash equivalents	0	1,600,000	1,600,000		NAB	5.20%	10/1/2027
Reserve - CM	Cash and cash equivalents	0	70,954	70,954	0	NAB	3.75%	N/A
Cash on hand	Cash and cash equivalents	100	0	100	0	CASH	N/A	N/A
Municipal term deposit	Cash and cash equivalents	600,000	0	600,000	0	NAB	4.90%	15/10/2026
Municipal term deposit	Cash and cash equivalents	600,000	0	600,000		NAB	4.93%	28/10/2026
Total		**3,049,668**	**1,670,954**	**4,720,622**	**0**			
Comprising								
Cash and cash equivalents		3,049,668	1,670,954	4,720,622	0			
		3,049,668	**1,670,954**	**4,720,622**	**0**			

KEY INFORMATION

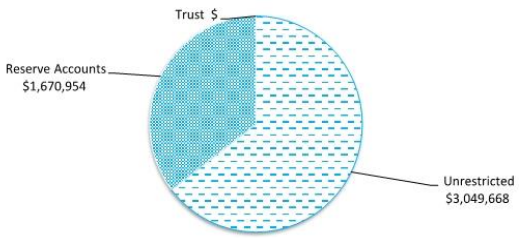
Cash and cash equivalents include cash on hand, cash at bank, deposits available on demand with banks and other short term highly liquid investments with original maturities of three months or less that are readily convertible to known amounts of cash and which are subject to an insignificant risk of 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 8 - Other assets.



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

4 RESERVE ACCOUNTS

	Budget				Actual			
Reserve account name	Opening Balance	Transfers In (+)	Transfers Out (-)	Closing Balance	Opening Balance	Transfers In (+)	Transfers Out (-)	Closing Balance
	$	$	$	$	$	$	$	$
Reserve accounts restricted by Council								
Leave Reserve	102,379	188,323	(15,366)	275,336	102,379	212	0	102,591
Plant Reserve	390,085	321,603	(374,400)	337,288	390,085	808	0	390,893
Building Reserve	26,861	157,074	(25,000)	158,935	26,861	57	0	26,918
Town Development Reserve	1,794	72	0	1,866	1,794	3	0	1,797
Recreation Reserve	27,248	1,090	0	28,338	27,248	57	0	27,305
Heritage Reserve	8,308	332	0	8,640	8,308	17	0	8,325
Community Housing Reserve	225,190	15,008	(5,000)	235,198	225,190	465	0	225,655
Waste Management Reserve	132,993	5,320	0	138,313	132,993	275	0	133,268
Darkan Swimming Pool Reserve	32,921	51,317	(30,000)	54,238	32,921	67	0	32,988
Information Technology Reserve	23,002	920	0	23,922	23,002	47	0	23,049
Darkan Sport and Community Centre Reserve	250,416	50,016	0	300,432	250,416	519	0	250,935
Arthur River Country Club Reserve	72,664	8,907	0	81,571	72,664	150	0	72,814
Museum Reserve	136,716	5,469	(5,000)	137,185	136,716	283	0	136,999
Moodiarrup Sports Club Reserve	29,687	6,187	0	35,874	29,687	62	0	29,749
Landcare Reserve	22,442	898	0	23,340	22,442	46	0	22,488
Corporate Planning and Valuation Reserve	5,224	209	0	5,433	5,224	11	0	5,235
Kids Central Reserve	8,590	344	(1,500)	7,434	8,590	17	0	8,607
The Shed Reserve	14,220	569	(1,000)	13,789	14,220	30	0	14,250
Recreation Trails Reserve	2,934	117	0	3,051	2,934	5	0	2,939
Community Gym Reserve	12,466	3,499	0	15,965	12,466	26	0	12,492
Economic Development Reserve	50,202	2,008	(31,412)	20,798	50,202	105	0	50,307
Road Reserve	91,162	3,646	0	94,808	91,162	188	0	91,350
	1,667,504	**822,928**	**(488,678)**	**2,001,754**	**1,667,504**	**3,450**	**0**	**1,670,954**

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

5 CAPITAL ACQUISITIONS

Capital acquisitions	Adopted Budget	YTD Budget	YTD Actual	YTD Variance
	$	$	$	$
Land - freehold land	2,879,451	997,338	998,183	845
Buildings - non-specialised	50,027	9,000	8,600	(400)
Buildings - specialised	25,000	25,000	25,000	0
Furniture and equipment	7,500	0	0	0
Plant and equipment	582,275	0	0	0
Acquisition of property, plant and equipment	**3,544,253**	**1,031,338**	**1,031,783**	**445**
Infrastructure - roads	1,228,991	2,500	2,096	(404)
Infrastructure - other	690,180	0	0	0
Infrastructure - bridges	221,660	0	0	0
Acquisition of infrastructure	**2,140,831**	**2,500**	**2,096**	**(404)**
Total capital acquisitions	**5,685,084**	**1,033,838**	**1,033,879**	**41**
Capital Acquisitions Funded By:				
Capital grants and contributions	4,532,557	888,000	888,183	183
Other (disposals & C/Fwd)	317,600	115,000	115,000	0
Reserve accounts				
Leave Reserve	15,366	0	0	0
Plant Reserve	374,400	0	0	0
Building Reserve	25,000	0	0	0
Community Housing Reserve	5,000	0	0	0
Darkan Swimming Pool Reserve	30,000	0	0	0
Museum Reserve	5,000	0	0	0
Kids Central Reserve	1,500	0	0	0
The Shed Reserve	1,000	0	0	0
Contribution - operations	377,661	30,838	30,696	(142)
Capital funding total	**5,685,084**	**1,033,838**	**1,033,879**	**41**

KEY INFORMATION

Initial recognition

An item of property, plant and equipment or infrastructure that qualifies for recognition as an asset is measured at its cost.

Upon initial recognition, cost is determined as the amount paid (or other consideration given) to acquire the assets, plus costs incidental to the 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. For assets acquired at zero cost or otherwise significantly less than fair value, cost is determined as fair value at the date of acquisition.

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 *Local Government (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.

Individual assets that are land, buildings and infrastructure acquired between scheduled revaluation dates of the asset class in accordance with the Shire's revaluation policy, are recognised at cost and disclosed as being at reportable value.

Measurement after recognition

Plant and equipment including furniture and equipment and right-of-use assets (other than vested improvements) are measured using the cost model as required under *Local Government (Financial Management) Regulation 17A(2)*. Assets held under the cost model are carried at cost less accumulated depreciation and any impairment losses being their reportable value.

Reportable Value

In accordance with *Local Government (Financial Management) Regulation 17A(2),* the carrying amount of non-financial assets that are land and buildings classified as property, plant and equipment, investment properties, infrastructure or vested improvements that the local government controls.

Reportable value is for the purpose of *Local Government (Financial Management) Regulation 17A(4)* is the fair value of the asset at its last valuation date minus (to the extent applicable) the accumulated depreciation and any accumulated impairment losses in respect of the non-financial asset subsequent to its last valuation date.

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

5 CAPITAL ACQUISITIONS (CONTINUED) - DETAILED

Capital expenditure total
Level of completion indicators

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

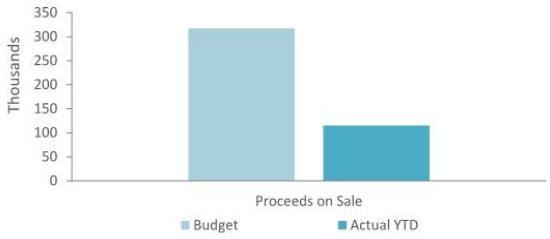
Percentage Year to Date Actual to Annual Budget expenditure where the expenditure over budget highlighted in red.

Account Description	Adopted Budget	YTD Budget	YTD Actual	Variance (Under)/Over
	$	$	$	$
Staff House CEO - completion retaining walls, fence	50,027	9,000	8,600	400
Housing Support Program Stream 1	17,619	9,500	9,325	175
Housing Support Program Stream 2	2,847,994	978,000	978,955	(955)
Industrial Land - Growden Place	5,000	1,000	1,065	(65)
Darkan Sports Complex Golf Shed final payment	25,000	25,000	25,000	0
Nangip Crescent - costs of disposal residential block	8,838	8,838	8,838	0
RRG Darkan South Road	580,172	0	0	0
RRG Arthur Dinninup Road	176,688	0	0	0
R2R Rees Road	167,928	1,000	925	75
R2R King Street repair and drainage	43,429	0	0	0
R2R Bokal North Road	142,368	1,500	1,171	329
R2R Bridge works Boyup Brook Road	55,660	0	0	0
R2R Cordering North Road	118,406	0	0	0
Bridge 4020 Glenorchy South Bridge Special Project funding	166,000	0	0	0
Replace Printer/Copier	7,500	0	0	0
Grader	432,500	0	0	0
Trailer for traffic lights	8,000	0	0	0
CEO Vehicle	75,000	0	0	0
Works Manager Vehicle	55,000	0	0	0
Fast Fill Trailer - Duranillin	11,775	0	0	0
Water harvesting Lake Towerrinning	440,000	0	0	0
Gorn Road/Rees Road bore	135,090	0	0	0
Lake Towerrinning playground/signage	74,432	0	0	0
Truck parking bay - finalise concept design	3,220	0	0	0
SOWA building water catchment	37,438	0	0	0
	5,685,084	**1,033,838**	**1,033,879**	**(41)**

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

6 DISPOSAL OF ASSETS

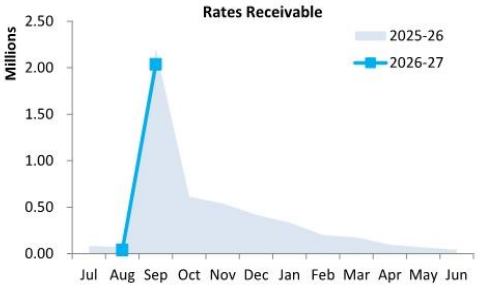
Asset Ref.	Asset description	Budget Net Book Value	Budget Proceeds	Budget Profit	Budget (Loss)	YTD Actual Net Book Value	YTD Actual Proceeds	YTD Actual Profit	YTD Actual (Loss)
		$	$	$	$	$	$	$	$
	Land and Buildings								
	Nangip Crescent	8,838	65,000	56,162	0	8,838	65,000	56,162	0
	Growden Place Industrial Land	104,036	50,000	0	(54,036)	0	50,000	50,000	0
	Plant and equipment								
	Grader	0	109,000	109,000	0	0	0	0	0
	Trailer traffic lights	0	100	100	0	0	0	0	0
	CEO Motor Vehicle	45,275	50,000	4,725	0	0	0	0	0
	MWS Motor Vehicle	45,862	37,000	0	(8,862)	0	0	0	0
	Holden Colorado Ute	0	500	500	0	0	0	0	0
	Toyota Hilux ute	0	500	500	0	0	0	0	0
	Toyota Hilux dual cab	0	500	500	0	0	0	0	0
	Multi Roller	10,362	5,000	0	(5,362)	0	0	0	0
		214,373	**317,600**	**171,487**	**(68,260)**	**8,838**	**115,000**	**106,162**	**0**



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

7 RECEIVABLES

Rates receivable	30 Jun 2026	30 Sep 2026
	$	$
Opening arrears previous year	218,668	44,319
Levied this year	2,253,147	2,409,011
Less - collections to date	(2,403,058)	(389,363)
Gross rates collectable	**68,757**	**2,063,967**
Allowance for impairment of rates receivable	(24,438)	(24,438)
Net rates collectable	**44,319**	**2,039,529**
% Collected	97.2%	15.9%



Receivables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	$	$	$	$	$	$
Receivables - general	0	27,608	2,699	1,286	3,568	35,161
Percentage	0.0%	78.5%	7.7%	3.7%	10.1%	
Balance per trial balance						
Trade receivables						35,161
GST receivable						4,228
Total receivables general outstanding						**39,389**

Amounts shown above include GST (where applicable)

KEY INFORMATION

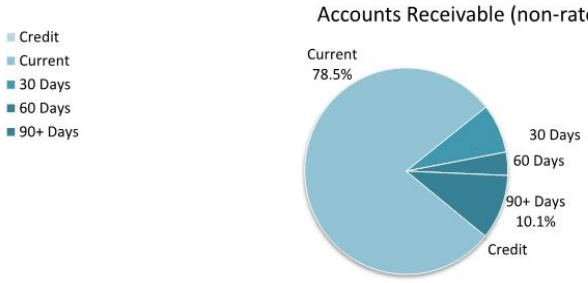
Trade and other receivables include amounts due from ratepayers for unpaid rates and service charges and other amounts due from third parties for goods sold and services performed in the ordinary course of business.

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 SEPTEMBER 2026

8 OTHER CURRENT ASSETS

Other current assets	Opening Balance 1 July 2026	Asset Increase	Asset Reduction	Closing Balance 30 September 20
	$	$	$	$
Other financial assets at amortised cost				
Financial assets at amortised cost - self supporting loans	33,136	0	(8,182)	24,954
Inventory				
Inventories [describe]	23,176	0	0	23,176
Land held for resale				
- Cost of acquisition	70,000	0	0	70,000
- Development costs	9,118	0	0	9,118
Other assets				
Contract assets	120,411	0	(85,002)	35,409
Assets classified as held for sale	65,107	0	0	65,107
Total other current assets	**320,948**	**0**	**(93,184)**	**227,764**

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.

Land held for resale

Land held for development and resale is valued at the lower of cost and net realisable value. Cost includes the cost of acquisition, development, borrowing costs and holding costs until completion of development.
Borrowing costs and holding charges incurred after development is completed are expensed.

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

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

Contract assets

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

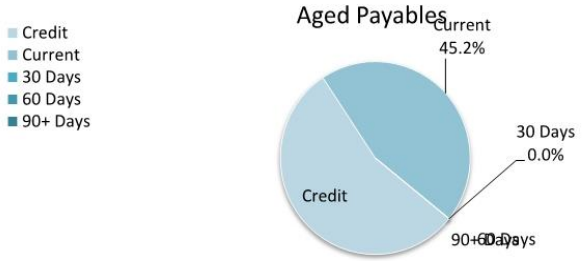
SHIRE OF WEST ARTHUR
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 SEPTEMBER 2026

9 PAYABLES

Payables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	$	$	$	$	$	$
Payables - general	(13,489)	11,105	0	0	0	(2,384)
Percentage	565.8%	-465.8%	0.0%	0.0%	0.0%	
Balance per trial balance						
Sundry creditors	Credit for insurance - offset creditors					(2,384)
Rates paid in advance						458
Other payables						49,177
Collections						72,902
Total payables general outstanding						**120,153**
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 SEPTEMBER 2026

10 BORROWINGS

Repayments - borrowings

Information on borrowings			New Loans		Principal Repayments		Principal Outstanding		Interest Repayments	
Particulars	Loan No.	1 July 2026	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget
		$	$	$	$	$	$	$	$	$
Enterprise Resource Planning software	75	89,697	0	0	(7,055)	(28,665)	82,642	61,032	(937)	(3,854)
Plant Replacement - Loader	74	178,339	0	0	(6,611)	(26,845)	171,728	151,494	(1,784)	(7,914)
Industrial Land Power	77	110,000	0	0	(2,088)	(8,522)	107,912	101,478	(4,066)	(9,131)
		378,036	0	0	(15,754)	(64,032)	362,282	314,004	(6,787)	(20,899)
Self supporting loans										
WA Cottage Homes		216,292	0	0	(8,182)	(33,136)	208,110	183,156	(1,795)	(8,199)
		216,292	0	0	(8,182)	(33,136)	208,110	183,156	(1,795)	(8,199)
Total		**594,328**	**0**	**0**	**(23,936)**	**(97,168)**	**570,392**	**497,160**	**(8,582)**	**(29,098)**
Current borrowings		97,168					73,232			
Non-current borrowings		497,160					497,160			
		594,328					**570,392**			

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

KEY INFORMATION
The City has elected to recognise borrowing costs as an expense when incurred regardless of how the borrowings are applied.

Fair values of borrowings are not materially different to their carrying amounts, since the interest payable on those borrowings is either close to current market rates or the borrowings are of a short term nature.

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

11 OTHER CURRENT LIABILITIES

Other current liabilities	Note	Opening Balance 1 July 2026	Liability transferred from/(to) non current	Liability Increase	Liability Reduction	Closing Balance 30 September 2026
		$	$	$	$	$
Other liabilities						
Capital grant/contributions liabilities		1,979,771	0	330,848	(887,793)	1,422,826
Contract retention		0	0	96,480	0	96,480
Total other liabilities		1,979,771	0	427,328	(887,793)	1,519,306
Employee Related Provisions						
Provision for annual leave		143,723	0	0	0	143,723
Provision for long service leave		258,850	0	0	0	258,850
Other employee leave provisions		11,285	0	1,069	0	12,354
Total Provisions		413,858	0	1,069	0	414,927
Total other current liabilities		**2,393,629**	**0**	**428,397**	**(887,793)**	**1,934,233**

Amounts shown above include GST (where applicable)

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

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 SEPTEMBER 2026

12 GRANTS, SUBSIDIES AND CONTRIBUTIONS

Provider	Unspent grant, subsidies and contributions liability					Grants, subsidies and contributions revenue		
	Liability 1 July 2026	Increase in Liability	Decrease in Liability (As revenue)	Liability 30 Sep 2026	Current Liability 30 Sep 2026	Adopted Budget Revenue	YTD Budget	YTD Revenue Actual
	$	$	$	$	$	$	$	$
Grants and subsidies								
Grants Commission - General (WALGGC)	0	0	0	0	0	148,220	37,055.00	37,055
Grants Commission - Roads (WALGGC)	0	0	0	0	0	111,877	27,969.00	27,969
Public relation events	0	0	0	0	0	1,000	0	0
DFES Grant - Operating	1,368	0	0	1,368	1,368	72,000	18,000	18,000
DFES - Small plant funding	0	0	0	0	0	12,803	3,021	3,201
Bushfire mitigation funding	0	39,518	0	39,518	39,518	79,035	0	0
Direct Road Grant	0	0	0	0	0	214,517	214,517	214,517
Footpath Plan	15,000	0	0	15,000	15,000	25,000	0	0
	16,368	**39,518**	**0**	**55,886**	**55,886**	**664,452**	**300,562**	**300,742**
Contributions								
Contributions Minor	0	0	0	0	0	0	0	91
	0	**0**	**0**	**0**	**0**	**0**	**0**	**91**
TOTALS	**16,368**	**39,518**	**0**	**55,886**	**55,886**	**664,452**	**300,562**	**300,833**

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

13 CAPITAL GRANTS, SUBSIDIES AND CONTRIBUTIONS

	Capital grant/contribution liabilities					Capital grants, subsidies and contributions revenue		
Provider	Liability 1 July 2026	Increase in Liability	Decrease in Liability (As revenue)	Liability 30 Sep 2026	Current Liability 30 Sep 2026	Adopted Budget Revenue	YTD Budget	YTD Revenue Actual
	$	$	$	$	$	$	$	$
Capital grants and subsidies								
Roads to Recovery	0	0	0	0	0	527,791	0	390
Regional Road Group	0	201,830	0	201,830	201,830	504,573	0	0
Special Project Bridge Funding	0	41,500	0	41,500	41,500	166,000	0	0
DFES - Capital Grant fast fill trailer	0	0	0	0	0	11,775	0	0
DWER SOWA building water project	13,014	0	0	13,014	13,014	26,026	0	0
DWER Rees/Gorn bore funding	0	48,000	0	48,000	48,000	95,181	0	0
Lake Towerrinning - water harvesting grant	0	0	0	0	0	273,751	0	0
Lake Towerrinning - playground equipment grant	0	0	0	0	0	61,847	0	0
Housing Support Program Stream 1	0	0	0	0	0	17,619	0	0
Housing Support Program Stream 2	1,950,389	0	(887,793)	1,062,596	1,062,596	2,847,994	888,000	887,793
	1,963,403	**291,330**	**(887,793)**	**1,366,940**	**1,366,940**	**4,532,557**	**888,000**	**888,183**

12.2 ACCOUNTS FOR PAYMENT LISTING - SEPTEMBER 2026

File Ref:	**ADM338**
Location:	**N/A**
Applicant:	**N/A**
Author:	**Kylie Whitaker, Finance Officer**
Authorising Officer:	**Kylie Caley, Deputy Chief Executive Officer**
Date:	**08/10/2026**
Disclosure of Interest:	**Nil**
Attachments:	**1. Creditor Payments - 1 September 2026 - 30 September 2026**
	2. Corporate Card Summary Statement - 26 August to 25 September 2026

SUMMARY:

Council is requested to note the payments as presented in the Schedule of Accounts Paid for the month of September 2026.

BACKGROUND:

This information is provided to Council monthly in accordance with provisions of the *Local Government Act 1995* Section 6.8 (2)(b) and *Local Government (Financial Management) Regulations 1996* Clause 13.

Accountability in local government can be multifaceted, as councils seek to achieve diverse social, political, and financial goals for the community benefit. The accountability principles of local government are based on strong financial probity, financial propriety, adherence to conflict of interest principles and expectations that local government is fully accountable for community resources.

All payments are independently assessed by the Deputy Chief Executive Officer, to confirm that all expenditure that has been incurred, is for the Shire of West Arthur and has been made in accordance with Council policy, procedures, the *Local Government Act 1995* and associated regulations. The review by the Finance Officer also ensures that there has been no misuse of any corporate credit or fuel purchase cards.

COMMENT:

Council has delegated authority to the Chief Executive Officer to make payments from the Shire's Municipal and Trust funds as required. A list of all payments is to be presented to Council each month and be recorded in the minutes of the meeting at which the list was presented.

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 Act 1995 Part 6 – Financial Management
Local Government (Financial Management) Regulations 1996 - Regulation 12(1)(a)
Local Government (Financial Management) Regulations 1996 – Regulation 13
Local Government (Financial Management) Regulations 1996 - Regulation 13A

POLICY IMPLICATIONS:

Policy F29 – Purchasing Policy
Policy F2 – Corporate Transaction Cards Policy

FINANCIAL IMPLICATIONS:

This item reports on the payment made from the shire bank accounts as allowed under Delegation 1.1.18 Payments from Municipal or Trust Funds. The recommendation does not in itself have a financial implication.

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		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	Non compliance with the Local Government (Financial Management) Regulations 1996
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	Compliance failure
Risk Action Plan (Controls or Treatment Proposed)	List of Accounts paid provided to Council each month

VOTING REQUIREMENTS:

Simple Majority

RESOLUTION OCM-2026-116

Moved: Cr Graeme Peirce
Seconded: Cr Helen Lubcke

That Council

1. **NOTE** the list of accounts paid during the month of September 2026 as per the attached Accounts for Payment Listing, and as summarised below:

Municipal Account (inclusive of credit card and fuel card purchases)		
Municipal Vouchers		
03092026.1-03092026.40, 18092026.1-18092026.31, 22092026.1-22092026.2		$1,060,665.12
EFT Payments		$141,830.04
Direct Debit Payments		$79,571.63
BPAY Payments		$0.00
Internal Transfers	Transport Licensing	$6,210.15
Total Municipal Account Payments		**$1,288,276.94**
Licensing Account		
Direct Debit Payments		$6,077.65
Total Licensing Account Payments		**$6,077.65**
Trust Account		
EFT Payments		$0.00
Total Trust Account Payments		**$0.00**

2. **NOTE** the attached Corporate Credit Card facility transaction summary from 26 August 2026 to 25 September 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
September 2026

Date	Reference	Detail	Amount
8/09/2026	Direct Debit	**Synergy**	1,239.01
		CRC Supply Charge & Consumption 21/7-17/8/26	
11/09/2026	Direct Debit	**Aware Super Clearing House**	14,822.00
		Fortnightly Superannuation Contributions	
21/09/2026	Direct Debit	**Telstra**	45.00
		Admin Mobiles & data to 1/9/26	
24/09/2026	Direct Debit	**Telstra**	2,982.48
		Admin Mobiles & data to 1/9/26	
24/09/2026	Direct Debit	**Synergy**	5,676.95
		6, 8, 22 Hillman, Admin office, Depot, Darkan Hall, 10 King, The Shed, Arthur River Hall, Darkan Fire Shed, L162 Moodiarrup Rd, Arthur River Historical Site, 10 Gibbs, Supply Charge & Consumption 7/7 - 2/9/26	
24/09/2026	Direct Debit	**Synergy**	1,632.49
		Streetlights Supply Charge & Consumption 25/7 - 24/8/26	
25/09/2026	Direct Debit	**Aware Super Clearing House**	14,083.97
		Fortnightly Superannuation Contributions	
25/09/2026	Direct Debit	**Synergy**	2,369.06
		Caravan Park, Rail Reserve, Info Bay Supply Charge & Consumption 7/7 - 1/9/26	
28/09/2026	Direct Debit	**NAB Credit Card**	3,054.27
		Purchases made 26/8 to 25/9/26	
29/09/2026	Direct Debit	**Motorpass**	13.54
		Management Fees - Arthur River & Darkan Fuel Card	
29/09/2026	Direct Debit	**National Australia Bank**	35.24
		Banking Fee	
29/09/2026	Direct Debit	**WA Treasury Corporation**	9,976.86
		Loan 73 Capital & Interest - 1st Qtr Payment	
30/09/2026	Direct Debit	**National Australia Bank**	402.20
		Merchant Fee	
30/09/2026	Direct Debit	**National Australia Bank**	88.00
		Account Fee	
30/09/2026	Direct Debit	**National Australia Bank**	10.00
		Account Fee	
30/09/2026	Direct Debit	**National Australia Bank**	600.00
		Service Fee Account	
30/09/2026	Direct Debit	**WA Treasury Corporation**	22,540.56
		Loan 74, Loan 75 & Loan 76 Capital & Interest - 1st Qtr Payment	
10/09/2026	Eft	**Salaries and Wages**	72,365.07
		Pay period ending 9/9/26	
24/09/2026	Eft	**Salaries and Wages**	69,464.97
		Pay period ending 23/9/26	
3/09/2026	03092026.1	**A1 Sheds**	27,500.00
		Shed Erect Darkan Community & Sports Centre including machinery - Golf Shed	

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Shire of West Arthur
Creditor Payments
September 2026

3/09/2026	03092026.2	**Albany Records Management**	298.76
		Collection of 2 Record Bins	
3/09/2026	03092026.3	**Australia Post**	80.05
		Monthly postage purchases	
3/09/2026	03092026.4	**Bell Sharon**	382.77
		Staff reimbursement	
3/09/2026	03092026.5	**Bookeasy Australia Pty Ltd**	220.00
		Caravan Park booking system - August 2026 Fee	
3/09/2026	03092026.6	**Broad Electrical & Air Conditioning**	734.45
		CRC - replace faulty exterior light with LED, 11 King St - remove faulty exterior sensor light	
3/09/2026	03092026.7	**Bunnings Warehouse**	75.86
		Garden rake x 2 & soil spreader	
3/09/2026	03092026.8	**Caley Kylie**	1,042.00
		Staff reimbursement	
3/09/2026	03092026.9	**Chargefox Pty Ltd**	82.52
		Connector Management fee - EV Charging stations	
3/09/2026	03092026.10	**City of Kalamunda**	133.33
		Building Services July 2026	
3/09/2026	03092026.11	**Collie Mowers & More**	1,177.50
		Electric chainsaw	
3/09/2026	03092026.12	**Collie River Valley Medical Centre**	319.00
		Pre-employment Medical	
3/09/2026	03092026.13	**Crescent Conveyancers Trust Acc**	2,022.68
		Rate refund A951	
3/09/2026	03092026.14	**Dept of Fire and Emergency Services**	22,001.10
		26/27 Emergency Services Levy 1st Qtr Contribution	
3/09/2026	03092026.15	**E W & R J Pugh**	984.00
		Empty septic tank 7 Hillman St	
3/09/2026	03092026.16	**FAE Australia Pacific Pty Ltd**	2,798.07
		Blade Type BL, C/3 tooth fixing kit, side scraper tooth type C/3/SS right, Side scraper tooth type C/3/SS left - Case Excavator	
3/09/2026	03092026.17	**Fraser & Jenkins Pty Ltd T/as Print Media Gro**	110.00
		Fire Chief Officer incident diaries	
3/09/2026	03092026.18	**Fuel Distributors of WA**	168.85
		Fuel AW0 12/8/2026	
3/09/2026	03092026.19	**Fuse Technology Western Australia Pty Ltd**	6,588.44
		IT Managed Service Agreement - Gold August 2026	
3/09/2026	03092026.20	**Great Southern Fuel Supplies**	288.32
		Darkan & Duranillin Fire Truck fuel purchases	
3/09/2026	03092026.21	**Hersey's Safety Pty Ltd**	996.05
		White spray & mark, brake clean, radiator cleaning w&, cable ties, gloves, measure jug, bannister brush, lite grip gloves & freight	
3/09/2026	03092026.22	**Kelley Contracting Pty Ltd**	2,703.80
		Installation of Retaining Wall - 10 King St	

Shire of West Arthur
Creditor Payments
September 2026

3/09/2026	03092026.23	**Local Government Professionals Aus WA**	1,100.00
		Data Drives Decisions Project 2026-2027	
3/09/2026	03092026.24	**Mcleods Lawyers Pty Ltd**	603.90
		Review of Lake Towerinning lease	
3/09/2026	03092026.25	**Officeworks**	908.86
		Hard hats, counter bell, laptop & mouse, bin, plastic pouches, paper roll, self inking stamp, hole punch, HDMI cable, binding combs, binding clear covers, carry case, blu tack, notebooks, post it notes, usb cable	
3/09/2026	03092026.26	**Pederick Engineering**	301.68
		Repair hydraulic lines, cut & weld machine fittings to elbow & tube - Case Excavator	
3/09/2026	03092026.27	**PFD Food Services Pty Ltd**	502.25
		Foil containers, printed lids, gravy mix for seniors meals	
3/09/2026	03092026.28	**Ros's Car Detailing - Roslyn King**	8,916.67
		Cleaning of shire properties & caretaking Caravan Park - August 2026	
3/09/2026	03092026.29	**Shire of Narrogin**	2,974.04
		Community Emergency Service Manager Oct-Dec 2025	
3/09/2026	03092026.30	**SOS Office Equipment**	422.45
		Photocopier Billing Job August 2026	
3/09/2026	03092026.31	**Sprys Meat Market**	231.60
		Seniors Meals	
3/09/2026	03092026.32	**State Library of Western Australia**	29.87
		Better Beginnings 2026-2027	
3/09/2026	03092026.33	**Station Motors Pty Ltd 1974**	725.35
		45,000km Service - AW0	
3/09/2026	03092026.34	**Team Global Express**	397.46
		Freight - Scavenger Fire & Safety & Interfire Agencies	
3/09/2026	03092026.35	**Thompson Surveying Consultants**	3,960.00
		Survey of exit road - Lot 186 Burrowes St, Darkan - road widening through crown reserve	
3/09/2026	03092026.36	**Tool Kit Depot**	5,032.40
		Darkan, Duranillin & Arthur River Fire Brigades - Peerless P14 Electric Air Compressor, peerless tornado air & water gun, peerless analogue tyre inflation gun, peerless hose & freight	
3/09/2026	03092026.37	**WA Contract Ranger Services Pty Limited**	924.00
		Ranger Services 12 & 19 Aug 2026	
3/09/2026	03092026.38	**WALGA**	847.00
		WALGA Convention 2026 Cr Prowse	
3/09/2026	03092026.39	**Warren Blackwood Waste**	3,524.98
		Domestic, commercial & recycling services August 2026 incl fuel levy	
3/09/2026	03092026.40	**West Arthur Community Resource Centre**	413.58
		Doctors hours August 2026	
18/09/2026	18092026.1	**ABCO Products**	761.65
		Bin liners & toilet paper & freight	

Shire of West Arthur
Creditor Payments
September 2026

18/09/2026	18092026.2	**Air Liquide**	57.28
		Cylinder Fees	
18/09/2026	18092026.3	**Barritt Katherine**	309.80
		Refund of overpaid debtor account	
18/09/2026	18092026.4	**Bell Sharon**	380.94
		Staff reimbursement	
18/09/2026	18092026.5	**BGL Solutions Pty Ltd**	9,384.32
		Recycle top dressing - Football Oval	
18/09/2026	18092026.6	**Blenkins Julian**	330.00
		Caravan Park refund	
18/09/2026	18092026.7	**Clark Haylee**	88.17
		Caravan Park refund	
18/09/2026	18092026.8	**Collie Mowers & More**	267.00
		Autocut C26, Line 3mm x 134m for whipper snipper	
18/09/2026	18092026.9	**Collie Radiator Service**	1,914.00
		New radiator - 2018 Isuzu Giga 240/460	
18/09/2026	18092026.10	**Corsign**	688.60
		Street Signage - Fisher St, Coalfields Rd, Burrowes St, Gibbs St, Arthur St, Catholic Church	
18/09/2026	18092026.11	**DKM Workplace Solutions**	222.20
		Monthly Workplace Subscription - Human Resource Consultant - July 26	
18/09/2026	18092026.12	**Exurban Rural and Regional Planning**	2,427.67
		Town Planning Consultancy Services August 2026	
18/09/2026	18092026.13	**Filters Plus WA**	1,315.92
		Oil filters, fuel filters, cabin filter outside case, fuel water separator - various plant	
18/09/2026	18092026.14	**Fleays Store**	59.40
		Office Supplies August 2026	
18/09/2026	18092026.15	**Fordham Lamont Vin**	59.00
		Staff reimbursement	
18/09/2026	18092026.16	**Fuel Distributors of WA**	30,885.06
		13 000L Diesel & fuel card purchases	
18/09/2026	18092026.17	**Fuse Technology Western Australia Pty Ltd**	6,588.44
		IT Managed Service Agreement - Gold September 2026	
18/09/2026	18092026.18	**Hook Mark J**	71.42
		Staff reimbursement	
18/09/2026	18092026.19	**Local Government Professionals Aus WA**	560.00
		2026 - 2027 Full Membership	
18/09/2026	18092026.20	**Mcleods Lawyers Pty Ltd**	1,014.50
		Legal Advice - Growden Place Property Sale, Legal Advice - restrictions on short stay conditions	
18/09/2026	18092026.21	**Parker Black and Forrest Pty. Ltd.**	113.30
		x2 twin cut key Gr& Master Key & freight	
18/09/2026	18092026.22	**Putland Motors**	4,988.61
		11R22.5 RDR02 Tyres, 2 stroke oil, grinding disc, oil, fuel & air filters, Altreko battery - various plant	

Shire of West Arthur
Creditor Payments
September 2026

18/09/2026	18092026.23	**Ros's Car Detailing - Roslyn King**	165.00
		Hall clean after wind farm event	
18/09/2026	18092026.24	**SafeStart Test and Tag**	812.90
		The Shed - 6 monthly test & tag, plug top replacement on plainer & travel	
18/09/2026	18092026.25	**Scavenger Fire & Safety**	4,257.00
		PPE - Stowage bags for bush fire brigades	
18/09/2026	18092026.26	**Shire of Narrogin**	108.00
		Regional Environmental Health Officer August 2026	
18/09/2026	18092026.27	**Sprys Meat Market**	351.68
		Seniors Meals	
18/09/2026	18092026.28	**Team Global Express**	155.49
		Freight - Corsign, Filters Plus, delivery of licensing plates to be destroyed	
18/09/2026	18092026.29	**The Great Awakening Cafe**	302.50
		August Council Meeting Catering	
18/09/2026	18092026.30	**WA Contract Ranger Services Pty Limited**	924.00
		Ranger Services 27 Aug & 2 Sept 2026	
18/09/2026	18092026.31	**Workwearhub Pty Ltd**	3,449.22
		Staff uniforms	
22/09/2026	22092026.1	**David Wills and Associates**	4,159.10
		Lot 309 Burrowes Street, Darkan - Construction site surveillance & contract management	
22/09/2026	22092026.2	**WCP Civil Pty Limited**	880,969.31
		Payment Certificate Number 2 - Subdivision of Lot 309 Burrowes Street West, Darkan	
MUNICIPAL FUND		**VOUCHERS**	
		DIRECT DEBIT	79,571.63
		EFT	141,830.04
		03092026.1-03092026.40	102,523.64
		18092026.1-18092026.31	73,013.07
		22092026.1-22092026.2	885,128.41
		LICENSING SEPTEMBER 2026 TRANSFERS	6,210.15
		TOTAL	1,288,276.94

FUEL CARD PURCHASES PAID SEPTEMBER 2026		
12/08/2026	Fuel AW0	168.85
13/08/2026	Fuel Darkan Fire Truck	108.67
13/08/2026	Fuel Duranillin Fire Truck	179.65
28/08/2026	Fuel 0AW	129.29
29/08/2026	Fuel AW0	179.45
12/09/2026	Fuel AW0	181.84
	TOTAL	947.75

LICENSING TRANSFER FROM MUNICIPAL ACCOUNT		
Sep-26	**TOTAL TRANSFERS**	6,077.65

SHIRE OF WEST ARTHUR
PAYMENTS OF ACCOUNTS BY NAB VISA CARD
FOR THE STATEMENT PERIOD: 26 August to 25 September 2026

DATE	PAYEE	PO NUMBER	DESCRIPTION	TOTAL
1. CARD NUMBER 4336-XXXX-XXXX-1064 G. RASMUSSEN				
04-Sep-26	4WD Supacentre Bunbury	104873	Trail Camera, Portable Handheld UHF5W, Hercules 8t snatch strap	699.00
07-Sep-26	Starlink Internet	104636	Depot WIFI	$150.00
			CARD 1 PAYMENTS	**$849.00**
2. CARD NUMBER 4336-XXXX-XXXX-2128 V. FORDHAM LAMONT				
10-Sep-26	The Hub Albany	104924	Uniform items	$580.00
			CARD 2 PAYMENTS	**$580.00**
3. CARD NUMBER 4336-XXXX-XXXX-4335 M. HOOK				
28-Aug-26	Shire of West Arthur	104816	AW Plate Change	$32.00
09-Sep-26	Department of Primary	104881	Registration of Property Identification Code - Showgrounds	$90.83
09-Sep-26	Department of Primary	104881	Registration of Property Identification Code - Ram Shed	$90.83
			CARD 3 PAYMENTS	**$213.66**
4. CARD NUMBER 4336-XXXX-XXXX-2128 K. CALEY				
27-Aug-26	Canva Sydney	104777	12 month canva business subscription	$280.00
01-Sep-26	Vibe Donnybrook	104833	Fuel for AW01	$163.98
04-Sep-26	Transport WA Perth	104819 and 104842	Special series plate order	$450.00
09-Sep-26	Woolworths Online	104855	Seniors meals groceries	$82.98
09-Sep-26	Woolworths Online	104855	Water for bushfire volunteers	$9.40
09-Sep-26	Woolworths Online	104855	Water for council meetings	$18.80
09-Sep-26	Woolworths Online	104855	Office coffee/tea/sugar	$3.70
10-Sep-26	RSEA Pty Ltd	104890	Airhorn for safety in the shire office	$32.49
14-Sep-26	Ampol Williams	105000	AW01 fuel purchase	$75.43
23-Sep-26	Woolworths Online	104947	Seniors meals groceries	$190.83
23-Sep-26	Woolworths Online	104947	Biscuits, dishwashing tablets, insect spray, coffee	$104.00
			CARD 4 PAYMENTS	**$1,411.61**
5. CARD - P. GIBSON (CESM)				
			CARD 5 PAYMENTS	**$0.00**
TOTAL NAB VISA CARD PAYMENTS 4336-XXXX-XXXX-7507				***$3,054.27***
Direct Debit Date			***28-Sep-26***	

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

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

Kylie Whitaker: KWhitaker DATE: 30/9/26

13 WORKS AND SERVICES

13.1 MANAGEMENT OF MEDITERRANEAN FRUIT FLY

File Ref: **ADM905**

Location: **Not applicable**

Applicant: **Not applicable**

Author: **Vin Fordham Lamont, Chief Executive Officer**

Authorising Officer: **Vin Fordham Lamont, Chief Executive Officer**

Date: **30/09/2026**

Disclosure of Interest: **Nil**

Attachments:

1. **DPIRD Mediterranean Fruit Fly Info Sheet**
2. **DPIRD Managing Fruit Fly in Your Backyard Info Sheet**
3. **Naturalure Fruit Fly Bait Safety Label**
4. **Safe Work Method Statement (SWMS)**
5. **LGIS Liability and Risk Report**

SUMMARY:

Council is requested to determine the Shire of West Arthur's future role in managing Mediterranean fruit fly (Medfly), particularly within the Darkan townsite, after considering the history of the local program, contemporary technical guidance, community expectations, financial impacts, operational feasibility, work health and safety obligations, environmental risks and the respective responsibilities of the Shire and private landholders.

The report presents four service models for Council's consideration and recommends an integrated community-support model under which the Shire manages Medfly on land it owns or controls, provides education and practical assistance to residents, and does not routinely send Shire employees onto private property to apply insecticide.

BACKGROUND:

The purpose of this report is to place adequate and balanced information before Council so that it can make a clear, implementable and defensible decision about the Shire's future involvement in Medfly management. The report responds to concerns that the August 2026 agenda item did not contain sufficient information about the full range of options, operational risks, contractor availability, employee training and the implications of applying chemicals on private land.

Mediterranean fruit fly has long been managed as a community amenity and horticultural issue in Darkan. The Shire's available records show the following history.

Period	Key development
1978-1991	Following approaches to the Department of Agriculture and surveys and voting of local fruit-tree owners, a compulsory fruit fly spraying scheme commenced for the 1978/79 season. A committee administered the scheme, including worker costs, chemicals and per-tree charges.
1992-1998	A Darkan Fruit Fly Spraying Committee continued the program. Landowners were charged to recover the sprayer's wages, chemical, postage and bank costs. By

	November 1998, increasing costs, outstanding accounts and the resignation of the sprayer made the model difficult to continue. A bottle-baiting trial and property spot checks were proposed.
1998-2002	Committee records became limited. In July 2002, the committee asked the Shire to assume responsibility because contractor income was not covering expenses. In December 2002 Council agreed to continue the program even though expenditure was expected to exceed the then budget of $1,500.
2002-2024/25	The Shire continued a free fruit fly bait application service to participating Darkan properties. The service evolved over time and was not consistently delivered as an all-year, label-aligned program.
2024/25 season	The Shire recorded 116 trees in the application program. The recorded direct figure of $2,162.50 covered six months of limited wages and plant, but an internal review later concluded that this did not represent the full cost of a label-aligned service.
2025/26 season	The Shire changed from staff-applied bait to resident-managed natural traps and refills. The Shire recorded 215 trees, 275 traps distributed and 37 participating residents. The outlay was approximately $5,423, with enough stock expected to support the program beyond the first season. Seven negative, two positive and one neutral response were recorded in the internal comparison.
May-June 2026	The matter was discussed through public question time, Council briefing processes and budget preparation. Community members asked for the former staff-applied program to resume. Internal estimates identified a substantially higher cost if an all-year service were delivered in accordance with product directions, including staff and plant time.
27 August 2026	Council considered Item 13.1, which listed four broad options: continue trapping, supply insecticide for resident application, cease the program, or reintroduce Shire spraying. Council carried Resolution OCM-2026-102 stating that Council revert to chemical spraying or, at minimum, natural baiting with education and an opt-out arrangement.
September 2026	Further enquiries were made with DPIRD, LGIS, contractors and a training provider. The enquiries identified material WHS, environmental, liability, competency, service-design and cost issues that had not been fully addressed in the August report. WALGA governance advice indicated that Council could make a new decision on the same subject where new information was presented, rather than attempting to treat the original decision as invalid.

Medfly is established across south-west Western Australia and attacks a broad range of cultivated fruit and some fruiting vegetables. In backyards, successful suppression depends on integrated and coordinated action rather than a single treatment.

- Property hygiene is fundamental: ripe, fallen, unwanted and infested fruit should be removed and treated before disposal.
- Control measures may include monitoring, lure-and-kill traps, protein baiting, physical exclusion with nets or bags, pruning and removal of unmanaged host trees.
- Baiting targets adult flies and generally requires repeat application. The Naturalure label provides for applications when monitoring indicates flies are present and fruit is susceptible, repeated every seven days and sooner if rain washes off the deposit.
- Naturalure is applied as a coarse band or spot spray rather than full tree coverage. The label warns against spraying fruit, drift, application near active bees on flowering plants, and entry into drains or waterways.
- A community-wide program can improve suppression, but no delivery model can guarantee eradication because participation, property hygiene, host availability and reinfestation cannot be fully controlled by the Shire.

COMMENT:

Options:

Option	Description	Advantages	Disadvantages / risks	Assessment
Option 1 - Shire-delivered application on private properties	Re-establish a Shire employee program to apply an approved fruit fly bait to registered or non-opted-out private properties.	Potentially provides more consistent treatment coverage where access is available; visible Shire service; responds directly to residents seeking reinstatement.	Transfers operational, WHS, environmental and liability exposure to the Shire; requires competencies, procedures, consent and access controls, records, equipment, PPE and supervision; label-aligned frequency may be resource intensive; the Shire cannot guarantee participation, hygiene or eradication; creates an ongoing service expectation.	Not recommended on current information.
Option 2 - Engage a licensed/competent contractor	Procure a contractor to apply the product to participating private properties under a defined specification.	May place application expertise, equipment and some operational controls with the contractor; reduces direct employee exposure.	Market availability appears limited; travel and accommodation may be material; Shire remains responsible for procurement, contract management and service design; private-property access, consent, missed properties and outcome expectations remain; a full quote and insurance review are required.	Could be reconsidered if a compliant and affordable proposal is obtained.
Option 3 - Integrated community-support model	Shire controls Medfly on its own land, provides education, coordinates seasonal communications and supplies an approved bait or trapping product to participating residents for use on their own properties.	Aligns responsibility and operational control; lower direct WHS and liability exposure; supports broad participation; flexible; can combine hygiene, trapping, exclusion and baiting; preserves budget for education and materials.	Effectiveness depends on resident participation and correct use; some residents may be unable to apply products; requires clear instructions and communication; outcomes must be monitored.	Recommended.
Option 4 - Shire manages only its own land	Cease supply of traps or bait and limit Shire action to its own land and general public information.	Lowest direct cost and clearest allocation of responsibility; avoids private property service exposure.	Likely community dissatisfaction; reduced coordination; may result in uneven control; loses opportunity to support residents and encourage area-wide action.	Available to Council but not preferred.

The central policy question is not whether Medfly should be managed. The available technical material supports coordinated management. The question is what role the Shire should assume and what risks and costs it should accept.

The former staff-applied service is valued by a number of Darkan residents. However, the historical service did not consistently operate at the frequency contemplated by current product directions and did not include the full contemporary risk, competency, consent, recording and environmental controls that would be expected if the Shire formally re-established a recurring service on private properties.

LGIS recommends that the Shire manage pest control on land for which it is responsible, support the wider community response, and avoid routinely sending employees onto privately owned properties to spray. This approach does not prevent Council from helping residents. It separates community support from the higher-risk role of becoming the pest-control operator.

Option 3 gives Council a practical middle course. It recognises the long history of Shire involvement and community expectations, while placing day-to-day control on each property with the landholder. It also

allows the Shire to promote a consistent seasonal message: monitor, remove and safely dispose of affected fruit, protect fruit, use traps and approved baits correctly, and coordinate with neighbours.

The proposed review in May 2027 will allow Council to consider evidence from one season before setting the 2027/28 service level. The review should avoid presenting participation numbers alone as proof of effectiveness. Participation, materials issued, complaints, confirmed reports, expenditure, staff time and resident feedback should be considered together.

Environmental Implications:
The recommended model favours integrated pest management and minimises unnecessary Shire chemical application on private land. Any product used or supplied must be accompanied by clear label-based directions. Residents should be reminded that baiting is supplementary to hygiene, monitoring and exclusion, and that product must not contaminate drains, waterways, water supplies or non-target areas.

Community Engagement Implications:
Medfly management has generated significant interest in Darkan. The implementation plan should use plain language and distinguish clearly between baiting, cover spraying and trapping. Communications should explain what the Shire will and will not do, the responsibilities of residents, safe disposal of infested fruit, where materials can be obtained, and how outcomes or confirmed infestations can be reported.

Implementation Framework – Recommended Model:

Timing	Action
October-November 2026	Publish the Council decision and a plain-language Medfly guide; open resident registration; identify Shire-controlled host plants; confirm product and stock; provide label/SDS information.
During fruiting season	Supply approved materials; treat relevant Shire-controlled plants where needed; issue reminders on hygiene, rain, fruit susceptibility and neighbour coordination; record expenditure, stock and participation.
Ongoing	Refer technical queries and suspected significant infestations to DPIRD; record complaints and feedback; avoid assurances of eradication or guaranteed fruit protection.
May 2027	Report to Council on participation, materials, complaints, confirmed reports, expenditure, staff time and options for 2027/28.

CONSULTATION:

- Department of Primary Industries and Regional Development: technical information about Medfly, backyard management and integrated pest management.
- LGIS: risk-management advice about the Shire voluntarily undertaking pest-control work on private properties.
- WALGA Governance: advice about making a new Council decision based on additional information.
- Darkan residents and fruit-tree owners: correspondence, public questions and feedback supporting both the previous Shire-applied service and resident-managed alternatives.
- Shire Works and Services and Corporate Services staff: history, participation information, indicative costs, operational requirements and product distribution.
- Pest-control contractors and training providers: preliminary enquiries about service availability, travel costs and chemical application competencies.

STATUTORY ENVIRONMENT:

Biosecurity and Agriculture Management Act 2007 (WA): Medfly is a declared pest in specified Western Australian areas under the Biosecurity and Agriculture Management framework. Current DPIRD public information identifies mandatory-control areas that do not include the Shire of West Arthur. The Shire should nevertheless manage pests on land for which it is responsible and may support local control as a discretionary community service.

Local Government Act 1995 (WA): Section 3.1 provides the general function of a local government to provide for the good government of persons in its district. Any expenditure and service level should be supported by an adopted budget, proper purpose, clear resolution and appropriate risk controls.

Work Health and Safety Act 2020 (WA) and Work Health and Safety (General) Regulations 2022: If employees undertake chemical application, the Shire must provide and maintain a safe system of work, information, instruction, training and supervision, and control risks so far as reasonably practicable. Private properties introduce workplace hazards that are less controllable than Shire worksites.

Agricultural and Veterinary Chemicals Code Act 1994 (Cth) and APVMA label requirements: Registered products must be used in accordance with the approved label unless another lawful authority applies. Product selection, use rates, application method, storage, transport, PPE, environmental precautions and disposal requirements must be incorporated into any operating procedure.

Council decision-making: The August 2026 decision has been recorded and published. WALGA advised that, where new facts and information are available, Council may make a new decision about the same issue. The proposed recommendation is drafted as a complete replacement direction so that the administration and community can understand exactly what service Council has authorised.

POLICY IMPLICATIONS:

There is no current Shire policy dedicated to Medfly management. If Council intends the service to continue beyond 2026/27, a short policy or service-level statement should be prepared after the May 2027 review. It should define scope, eligibility, participant responsibilities, products supplied, Shire land treatment, recordkeeping, communication, review and the absence of any guarantee of eradication or crop protection.

FINANCIAL IMPLICATIONS:

The August 2026 report identified indicative annual figures of approximately $4,000 for a trapping program, $800-$1,000 to supply insecticide for resident use, $0 for cessation, and $9,000 for reintroducing Shire application. The earlier internal review calculated $15,705 for a full-year Shire employee application program based on three hours per week, before adding the full cost of upgraded procedures, training, PPE, equipment, administration, consent and recordkeeping. These figures were prepared for different program assumptions and should not be treated as directly comparable without a common service specification.

The recommended model is to be implemented within the existing 2026/27 Medfly allocation. If available funds are insufficient for the preferred product, participation level or communication program, the CEO should return the matter to Council before committing additional expenditure.

STRATEGIC IMPLICATIONS:

The recommended approach supports community wellbeing, local amenity, responsible environmental management and prudent use of Shire resources. It also supports sound governance by establishing a clear service level, defined responsibilities and a scheduled review.

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	Chemical exposure, animals, children, access, uneven ground, water tanks, bees, livestock and other uncontrolled private-property hazards.
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	Inadequate safety or security practices
Risk Action Plan (Controls or Treatment Proposed)	Do not routinely undertake application on private land; provide label/SDS information; maintain Shire SWMS for work on Shire land; ensure trained and competent staff.

Description of Key Risk	Drift, runoff, drains/waterways, bees and other non-target species, spills and disposal.
Risk Likelihood (based on history and with existing controls)	Almost Certain (5)
Risk Consequence	Major (4)
Risk Rating (Prior to Treatment or Control): Likelihood x Consequence	High (20)
Principal Risk Theme	Inadequate environmental management
Risk Action Plan (Controls or Treatment Proposed)	Use approved products only; comply with label; seasonal communication; storage and disposal controls; no application in prohibited weather or near sensitive receptors.

Description of Key Risk	Use contrary to label, inadequate training, poor records, unclear consent or service commitment.
Risk Likelihood (based on history and with existing controls)	Possible (3)
Risk Consequence	Moderate (3)
Risk Rating (Prior to Treatment or Control): Likelihood x Consequence	Medium (9)
Principal Risk Theme	Compliance failure and legal risk
Risk Action Plan (Controls or Treatment Proposed)	Clear Council resolution; documented scope; procurement and legal/risk review if service model changes; records and product instructions.

Description of Key Risk	Program cost exceeds estimate or becomes an enduring service expectation.
Risk Likelihood (based on history and with existing controls)	Likely (4)
Risk Consequence	Minor (2)
Risk Rating (Prior to Treatment or Control): Likelihood x Consequence	Medium (8)
Principal Risk Theme	Financial
Risk Action Plan (Controls or Treatment Proposed)	Operate within adopted budget; specify service level; avoid outcome guarantees; annual review.

Description of Key Risk	Dissatisfaction if spraying is not resumed, if properties are missed, or if fruit remains affected.
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	Inadequate engagement practices
Risk Action Plan (Controls or Treatment Proposed)	Explain evidence and responsibilities; consistent communications; transparent review measures; accessible assistance for residents.

Description of Key Risk	Untreated properties, unmanaged fruit and reinfestation undermine area-wide suppression.
Risk Likelihood (based on history and with existing controls)	Possible (3)
Risk Consequence	Moderate (3)
Risk Rating (Prior to Treatment or Control): Likelihood x Consequence	Medium (9)
Principal Risk Theme	Service effectiveness
Risk Action Plan (Controls or Treatment Proposed)	Integrated education, broad participation, monitoring and neighbour coordination; do not describe program as eradication.

VOTING REQUIREMENTS:

Simple Majority

RESOLUTION OCM-2026-117

Moved: Cr Duncan South
Seconded: Cr Graeme Peirce

That Council:

1. **RECEIVE** this report on the history and future management of Mediterranean fruit fly within the Shire of West Arthur and the Darkan townsite;
2. **MAKE** a new decision on the future management of Mediterranean fruit fly, based on the additional technical, risk, work health and safety, financial and governance information now before Council, and **DIRECT** that this resolution is to govern implementation from the date of this decision in place of the operational direction contained in Resolution OCM-2026-102;
3. **ENDORSE** an integrated community Medfly management model under which the Shire will: (a) manage Medfly on land owned, vested in or controlled by the Shire; (b) provide residents with seasonal education about property hygiene, fruit disposal, monitoring, exclusion, trapping and baiting; (c) make an approved bait or trapping product available to participating Darkan residents within the adopted budget; and (d) encourage coordinated neighbourhood participation;
4. **DETERMINE** that Shire employees will not routinely enter privately owned properties to apply fruit fly insecticide, unless Council subsequently approves a documented service model after receiving confirmation of legal and regulatory requirements, appropriate insurance and Scheme protection, employee competencies, safe systems of work, environmental controls, landholder consent arrangements and a fully costed budget;
5. **REQUEST** the Chief Executive Officer to implement the endorsed model for the 2026/27 season from the existing Medfly budget allocation and to report any material budget variation to Council before additional expenditure is incurred;
6. **REQUEST** a review report by May 2027 addressing participation, product distribution, complaints, confirmed infestation reports, expenditure, staff time and recommended arrangements for 2027/28; and
7. **DIRECT** the CEO, upon Council's acceptance of the review report described in point 6 above, to develop a policy to provide direction on the management of Mediterranean Fruit Fly into the future.

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 Primary Industries and Regional Development
GOVERNMENT OF WESTERN AUSTRALIA



Mediterranean fruit fly
Ceratitis capitata

This is what you should do to get rid of fruit fly in your house or area

Dispose of infested fruit*

Boil or burn infested fruit



Freeze fruit for 2 days





Seal in black plastic bag and place in the sun (3-5 days)

*After treatment fruit can be composted or thrown in the bin

Control fruit fly all year round

Remove ripe, fallen or infested fruit



Install home made or commercial **traps**





Bait regularly (Naturalure™, Nature's way® or similar baits)



Protect fruit with exclusion bags or tree nets



The most effective way to control fruit fly is to stop them from infesting other fruit

DON'Ts

- X Throw infested fruit with maggots on the ground or in the rubbish bin*
- X Leave ripened fruit on the tree or on the ground
- X Take fruit to orchards or fruit growing areas
- X Remove traps and baits from trees
- X Mix infested fruit with maggots directly into the compost*

For long lasting results control must happen on all properties in your area. **Get your neighbours involved**. Effective fruit fly control needs committed and coordinated action.

Help detect exotic fruit flies

Report fruit flies to us

Reporter

MyPestGuide™ Reporter
via app or online
mypestguide.agric.wa.gov.au

Pest and Disease Information Service
(08) 9368 3080
padis@dpird.wa.gov.au

Adapted from 'Let's take the medfly challenge (Isabel Arevalo-Vigne, Plant Biosecurity CRC, 2014)

Get rid of fruit fly visit agric.wa.gov.au/medfly

Department of Primary Industries and Regional Development
GOVERNMENT OF WESTERN AUSTRALIA

Control Medfly all year round



Mediterranean fruit fly
Ceratitis capitata

Medfly can breed and survive all year long because fruit fly has a large range of host plants (more than 250 fruit species) that grow at different times of the year.

Medfly will prefer thin skinned fruits, or hard or semi-ripe fruit (citrus, stone fruits, pome fruits, mangoes) over soft, ripe fruit. Although, they can be found in others if preferred hosts are not available.

Fruit development calendar of some fruit species in Western Australia. Trapping and baiting for Medfly control should start when plants show first budbreak/blossoms until the end of the harvest season.

Fuit types		Spring			Summer			Autumn			Winter		
		Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
pome fruit	apple												
	pear												
	quince												
stonefruit	almond*												
	apricot												
	cherry												
	nectarine												
	peach												
	plum												
citrus	lemon												
	lime												
	mandarin												
	oranges (Valencia)												
	oranges (navel)												
berries	blueberry												
	mulberry												
	raspberry												
	strawberry*												
nuts and other fruit	avocado*												
	capsicum												
	grape												
	kiwi												
	olive*												
	passionfruit*												
	persimmon												
	tomato*												
	walnut*												

Wherever you are, Medfly hosts grow all year round. So you must control all year long.

*Overripe fruit can become hosts to fruit fly

Help detect exotic fruit flies

Report fruit flies to us

Reporter

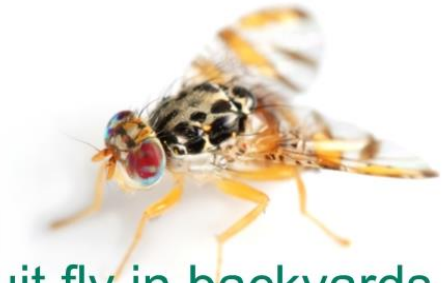
MyPestGuide™ Reporter
via app or online
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Pest and Disease Information Service
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Get rid of fruit fly visit agric.wa.gov.au/medfly

Department of
Primary Industries and Regional Development

GOVERNMENT OF WESTERN AUSTRALIA



Managing Mediterranean fruit fly in backyards

Mediterranean fruit fly (*Ceratitis capitata*) or Medfly is a serious horticultural pest worldwide. It attacks more than 250 species of cultivated fruits and some fruiting vegetables.

In Western Australia, Medfly has established in the south west because of the presence of suitable hosts and Medfly's capacity to adapt to different climatic conditions. Medfly can survive hot temperatures in irrigated environments such as orchards and backyard gardens.

Damage

The first sign of damage is often larvae-infested or 'stung' fruit. Stinging is caused by the female laying eggs into unripened or ripe fruit. Larvae may develop from the eggs and damage fruit from the inside. Fruit rot often occurs due to secondary infection.



Sting marks on peach Infested grapefruit

Impact

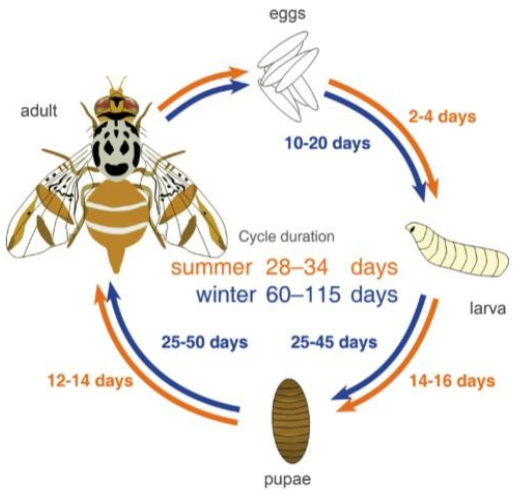
Medfly's wide host range and tolerance to cooler climates makes it highly invasive, affecting orchards and household fruit trees. It has been estimated that up to 100% of susceptible fruits such as apricots and nectarines can be infested by Medfly if no action is taken.

Economic impacts to commercial fruit producers include reduced yield and quality and increased control costs. The presence of Medfly also affects market access to countries and regions that regulate against Medfly.

Life cycle of Medfly

Fruit fly activity is dependent on temperature. Medfly is active in late spring, summer and autumn. In winter, it can become inactive in cold areas such as Manjimup in the south west of WA. When temperatures start to fall, Medfly can still survive through the winter months as adults, eggs and larvae (in fruit), or as pupae in the ground.

Adult Medfly become active when temperatures exceed 12°C. As the temperature rises in spring, the fruit fly that survived the winter become active and flying adults begin to emerge from the ground. **If control is not started at this time, Medfly populations will increase to cause problems later in the season.**



One life cycle takes 28-34 days to complete in summer and 60-115 days in winter

Understanding the Medfly life cycle is important to understand why and how to control fruit fly all year round

agric.wa.gov.au/medfly

Adult stage

The adult fly is 3–5mm long. Its body is light brown, and the abdomen is encircled by two light-coloured rings. The thorax has irregular patches of black and silver, giving it a mosaic appearance. The wings are mottled with distinct brown bands extending to the wing tips. The female has an ovipositor or egg-laying organ.

Adult Medfly **may live for 2–3 months** and are often found in fruit tree foliage, especially citrus trees. As long as fruit is present, most Medfly will remain within the tree. However, they will travel further if no hosts are present. Fruit fly can 'hop' between properties thanks to the presence of host plants. Fruit fly can also travel longer travel distances aided by wind or by human transportation of infested fruit.

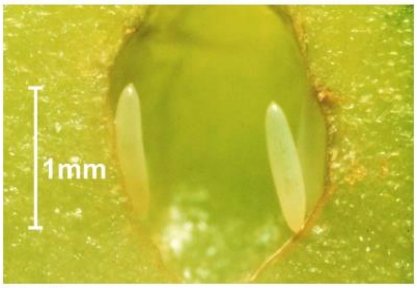


Adult female Medfly

Eggs

Medfly prefer to lay eggs in soft-fleshed fruit such as apricots, peaches, plums, nectarines, figs and loquats. When Medfly numbers are high and competition is greater, females become less choosy and will infest less preferred hosts such as olives. They can also infest some other fruits or vegetables if preferred hosts are not available.

Once a suitable host is found, the ovipositor is used to pierce the fruit skin. Batches of up to 300 white banana-shaped eggs are laid into this hole. Eggs are just visible to the naked eye and **take 2–4 days to hatch in summer and 19–20 days in winter**.



Medfly eggs

Larvae (maggots)

The larvae are white with a flat, pointed head. This stage of the life cycle is the most damaging and when they are most likely to be seen. When the larvae first hatch they are about 1mm long, but grow quickly to 8mm. The larvae feed on the fruit, causing it to decompose. When fully grown, larvae stop feeding and jump out from the fruit, burrowing into the soil to pupate. The larval stage **takes about 14–16 days in summer and 25–45 days in winter**.



Medfly larvae

Pupae

Pupae resemble small brown capsules or barrels about 4mm long. Within the pupal case the Medfly slowly develops into an adult. When mature the adult fly cuts through the case and burrows up through the soil. The pupal stage **lasts 12–14 days in summer, and 25–50 days in winter.**



Medfly pupae

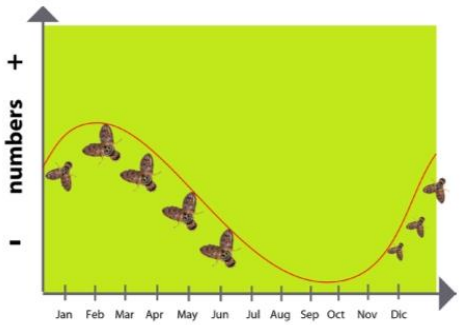


Figure 2 Fly activity and numbers are greater during warmer months

Managing Medfly on your property

Fruit trees such as stone fruit (apricots, peaches, plums, nectarines) can be difficult to grow free of fruit fly in areas such as Perth where Medfly populations are high. Backyard fruit can be a significant source of Medfly to commercial orchards where they occur close to each other. If you are unable to manage Medfly or do not want to harvest your fruit, consider removing unwanted trees.

Hygiene

Remove all fly-infested, fallen or unwanted fruit, including ripe fruit left on the tree.

Infested fruit must be treated before disposal:

- boil fruit or freeze fruit for two days
- solarise by sealing in black plastic bag and place in the sun (3-5 days).The heat from the sun kills the eggs and larvae
- soak fruit in a bucket of water with oil film (3 days)
- burying (only if fruit is buried at least 1m deep).

Hygiene is the most important method to control fruit fly and to minimise re-infestations.

Baiting

Baiting consists of applying coarse droplets of protein laced with insecticide to leaves or tree trunk. Male and female Medfly are attracted to the protein as they forage for food, feed on it, and acquire a lethal dose of insecticide. Baiting targets only Medfly adults and conserves beneficial insects.

The organophosphate maldison and a biologically-derived insecticide spinosad are currently registered for use (see Table 1). Spinosad is only available in a pre-made formulation with insecticide and protein added. It requires dilution with water.

The bait is applied to the foliage as a coarse spot spray of 60 to 100mL for each tree, depending on size. Entire tree coverage is not necessary. The bait can be applied with a garden pressure sprayer, hand-held spray bottle, or flung onto foliage and tree trunk from a bucket with a paint brush. Make sure that the droplets are large – at least 2mm across. You can also 'paint' on the tree trunk at the begining of warm weather to attract emerging adult fruit flies from the ground. **Baits needs to be re-applied at weekly intervals or if there is more than 5mm of rain.**

Baiting may not provide control of Medfly in properties with highly susceptible hosts, or in high pressure areas such as in suburbs with many established fruit trees.

Effectiveness is increased if applied over a wide area such as in a community baiting scheme – **so encourage your neighbours to bait their trees also.**

Table 1 Chemicals registered for baiting Medfly adults in home gardens

Product name(s)	Application rate
Spinosad	
Eco-naturalure® Fruit Fly Bait Concentrate	Mix 10mL in 15mL of water: treats 1 square metre of foliage
Nature's Way® Fruit Fly Control	Mix 40mL with 260mL of water in a spray bottle: treats six trees
Amgrow Organix Fruit Fly Control	Mix 10mL in 60mL of water: treats 1 square metre of foliage
Maldison (do not pick up fruit for 4 days after spraying)	
David Gray's Malathion Garden Spray, David Gray's Fruit Garden Spray, Amgrow Chemspray Malathion Insecticide	Mix 25mL in 4L water + 25mL protein such as: • Bugs for Bugs Fruit Fly Lure, or • 2 teaspoons of Marmite or Vegemite, or • 200g sugar.

Trapping

Traps are devices that use some form of protein to attract fruit flies. Depending on the trap, the flies drown or obtain a lethal dose of insecticide. Traps are hung from fruit trees, approximately 1.5m from the ground and inside the tree canopy, generally in a shady area to reduce evaporation. It is recommended to place traps in non-fruiting plants around your property boundary to attract fruit flies comming from neighbouring properties.

Commercial traps - Ceratrap® is the only 'attract and kill' device currently registered in Australia. It consists of a plastic base and yellow lid. The base contains a protein laced liquid that attracts Medfly. The flies enter through small holes in the lid and drown in the liquid. Refills are available from major warehouses.



Homemade traps - Traps can be made out of empty soft drink bottles, water bottles, milk or juice containers, or peanut butter and honey plastic containers. Remove the label first to have a clear surface. Drill, punch or burn at least four holes on opposite sides, in the top third of the container. The size of the holes should be 6-8mm. Stick yellow electrical tape around the base of the trap to increase attractiveness.The trap can be hung from its neck by wire or string to a branch. Fill one-third of the trap with your selected recipe. Hang at least two home-made traps per tree.

Table 2 Some homemade recipes

Solution 1 • 2 tsp honey • 2 tbsp ammonia • 2 tbsp imitation vanilla essence • 1L water	Solution 4 • Peel from 6 mandarins (or 2 oranges) • 50mL household ammonia • 1L water
Solution 2 • 1 tsp borax • 1 tsp sugar • 2 tsp bran • 1L water	Solution 5 • 5mL imitation vanilla essence • 20mL household ammonia • 1L water
Solution 3 • 80g white sugar • 1.5g dry brewer's yeast • 920mL water	Note: Search the web for other recipes or make your own with wheatgerm, honey, sugar, vegemite, beer or fruit juices



A trap can be made with everyday household products

Remember, for long lasting results keep good property hygiene and get your neighbours involved

Physical exclusion

Whole trees or fruits can be protected with mosquito netting, shade-cloth or nylon flyscreen. Large nets will need to be supported by a frame. Frames for nets to enclose whole trees can be made from PVC irrigation pipe (5cm in diameter), which does not lose its shape in the sun. The frame is constructed by crossing over and tying together two lengths of pipe over the tree. Frames can be secured in the ground by slipping the end of poly-pipe over posts such as star pickets embedded in the ground. Covers should only be left in place while fruit is ripening to avoid damage to the tree.



Protect your fruit from being stung wth nets and bags

Individual fruits or branches can be protected with bags or sleeves made out of cloth such as gauze curtain material, muslin fly or mosquito netting. Tie off bags around the base of the fruit or branch with a twist tie or string. Commercial fruit fly exclusion bags are also available in either waxed paper or cloth.

Netting material should not touch the fruit.

Pruning and trimming

Large and unmanaged fruit trees provide the best opportunity for Medfly re-infestations.

Trimming the tree canopy will make it easier for you to collect fruit and to protect the tree with exclusion netting or bags.

Consider removing a fruit tree that is unmanageable.

Important disclaimer

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Help detect exotic fruit flies
Report fruit flies to us

MyPestGuide™ Reporter
via app or online
mypestguide.agric.wa.gov.au

Pest and Disease Information Service
(08) 9368 3080
padis@dpird.wa.gov.au

READ SAFETY DIRECTIONS BEFORE OPENING OR USING

Naturalure®

Fruit Fly Bait Concentrate

Qalcova® active

INSECTICIDE

ACTIVE CONSTITUENT: 0.24 g/L SPINOSAD

GROUP	5	INSECTICIDE

For the control of Fruit flies, including Queensland fruitfly and Medfly, infesting various tree, fruit, nut, vine and vegetable crops and ornamentals and on fly resting sites, including non-crop vegetation.

Pack size: 4 L, 5 L, 10 L, 20 L, 100 L, 208 L, 1000 L

FIRST AID
If poisoning occurs, contact a doctor or Poisons Information Centre.
Phone: *Australia* 13 11 26.

EMERGENCY RESPONSE (ALL HOURS)
RING FROM ANYWHERE IN AUSTRALIA
1800 370 754
(LOCAL CALL FEE ONLY)

IN A TRANSPORT EMERGENCY ONLY
DIAL 000
FOR POLICE OR FIRE BRIGADE

SAFETY DIRECTIONS
- May irritate the eyes.
- Avoid contact with eyes.
- If product is in eyes, wash it out immediately with water.
- After use and before eating, drinking or smoking, wash hands, arms and face thoroughly with soap and water.

Certified Allowed Input
ACO CERT. NO. 2005

Naturalure® Fruit Fly Bait Concentrate contains proteins from a plant extract to which some people may be allergic. If you are concerned about a potential allergic response, it is advisable to wear gloves and/or some face protection such as a dust mask when mixing or using the product. Take care to avoid contact of the product or spray solution with skin and eyes.

SAFETY DATA SHEET
Additional information is listed on the Safety Data Sheet for **NATURALURE® FRUIT FLY BAIT CONCENTRATE QALCOVA® ACTIVE INSECTICIDE** which is available from Corteva Agriscience on request. Call Customer Service Toll Free on 1-800 700 096 or visit www.corteva.com.au

CORTEVA™ agriscience

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Visit us at Corteva.com.au

Naturalure® Fruit Fly Bait Concentrate 17th May 2023

DIRECTIONS FOR USE: All States

SITUATION	PEST	USE RATE	CRITICAL COMMENTS
Tree, fruit, nut, vine and vegetable crops and ornamentals	Fruit flies, including: Queensland fruit fly (Bactrocera tryoni) & Mediterranean fruit fly (Ceratitis capitata)	**1 L/ha**	Mix 1 part of Naturalure® Fruit Fly Bait Concentrate with 6.5 parts of water. Spray solution can be applied as a band or spot spray (see Application section)
Non-crop vegetation and other fruit fly resting sites (for use in area-wide fruit fly eradication or control programs)			Dilute as above or use as a concentrate spray by mixing 1 part of Naturalure® Fruit Fly Bait Concentrate with 1.5 parts of water and apply as a spot spray (see Application section).
AVOID spraying the fruit as phytotoxicity may occur. Mangoes and pears are particularly susceptible to blemishes, discolouration or severe spotting (superficial on the skin only) from protein-based baits. The risk of phytotoxicity is increased during hot, dry conditions and re-application of spray to the same location on the plants. If using a weekly spray program, alternate tree or crop rows to which the product is applied. Re-apply if rain washes bait off the foliage.			

NOT TO BE USED FOR ANY PURPOSE, OR IN ANY MANNER, CONTRARY TO THIS LABEL UNLESS AUTHORISED UNDER APPROPRIATE LEGISLATION

WITHHOLDING PERIOD: All crops
NOT REQUIRED when used as directed

GENERAL INSTRUCTIONS

Naturalure® Fruit Fly Bait Concentrate is a protein and sugar-based bait containing the active ingredient spinosad. Once applied, fruit flies can detect the bait from several metres away. Naturalure® Fruit Fly Bait Concentrate can be diluted with water (see **MIXING** section below) to produce either a concentrated or a dilute solution. Use the concentrated solution if application equipment will allow, as this will maximise bait longevity and improve rainfastness. If necessary, remove filters and strainers from spraying equipment to avoid blockages.

Note: Baiting for fruit fly control should be supplemented by good orchard management practices such as removal of fallen and/or rotting fruit.

INSECTICIDE RESISTANCE WARNING

GROUP	5	INSECTICIDE

For insecticide resistance management Naturalure® Fruit Fly Bait Concentrate Qalcova® active Insecticide is a Group 5 insecticide. Some naturally occurring insect biotypes resistant to Naturalure® Fruit Fly Bait Concentrate and other Group 5 insecticides may exist through normal genetic variability in any insect population. The resistant individuals can eventually dominate the insect population if Naturalure® Fruit Fly Bait Concentrate or other Group 5 insecticides are used repeatedly. The effectiveness of Naturalure® Fruit Fly Bait Concentrate on resistant individuals could be significantly reduced. Since occurrence of resistant individuals is difficult to detect prior to use, Corteva Agriscience Australia Proprietary Limited accepts no liability for any losses that may result from the failure of Naturalure® Fruit Fly Bait Concentrate to control resistant insects. Naturalure® Fruit Fly Bait Concentrate Qalcova® active Insecticide may be subject to specific management strategies. For further information contact your local supplier, representative or local agricultural department agronomist.

MIXING
Once mixed, constant agitation of the spray solution is recommended to ensure uniformity of spray mixture. Allow agitation system to operate for at least 5 minutes before applying. Once diluted, the solution should be used within 24 hours.

Concentrated Solution: Mix 1 part of Naturalure ®Fruit Fly Bait Concentrate with 1.5 parts of water. First add water (equivalent to one-half of the volume of Naturalure® Concentrate to be mixed) to the spray tank and start the agitation system. Then add the full amount of Naturalure® Concentrate followed by an equal amount of water.

Dilute Solution: Mix 1 part of Naturalure® Fruit Fly Bait Concentrate with 6.5 parts of water. First add water (equivalent to the volume of Naturalure® Concentrate to be mixed) to the spray tank or premixing tank and start the agitation system. Then add the full amount of Naturalure® Concentrate followed by the remaining amount of water.

APPLICATION
Begin applications as soon as monitoring traps indicate flies are present and fruit is at a susceptible stage. Repeat applications every 7 days, re-applying sooner if rain washes off the deposit. A large spray droplet size of 4000 to 6000 µ (4-6 mm) is recommended to optimise duration of bait's attractiveness to flies. Apply as either a band or spot spray to the lower canopy of fruiting plants as follows:
Band sprays (concentrated or dilute solution): Apply as a coarse spray in a 1m wide band to the skirt of trees. Apply to one side of every row or every second row of trees.

Spot sprays of the concentrated solution: Apply to trees and foliage as coarse spots of 20 mL per spot of 1m2 . Apply 125 spots per hectare.

Spot sprays of the dilute solution: Apply to trees and foliage as coarse spots of 50 mL per spot of 1m2 . Apply 150 spots per hectare.

Spots should be distributed evenly throughout an orchard to optimise effectiveness. Adjust the application of the spots to suit the number of trees per hectare, but do not exceed the application rate above.

CLEANING SPRAY EQUIPMENT
After using Naturalure® Fruit Fly Bait Concentrate empty the tank and completely drain the system. Rinse the tank, pumps, lines, hoses, filters and nozzles by circulating clean water through the system. Drain and repeat the rinsing procedure twice.

PROTECTION OF LIVESTOCK
Dangerous to bees. Avoid direct application or drift of the spray mix onto beehives.
DO NOT spray on plants in flower if bees are active. Once the spray deposit has dried, foraging bees will not be affected.

PROTECTION OF WILDLIFE, FISH, CRUSTACEANS AND ENVIRONMENT
DO NOT allow the product or used containers to enter dams, ponds, waterways or drains.
DO NOT apply in strong winds or any other conditions that may result in drift onto adjacent pastures, crops or water supplies.

PROTECTION OF NON-TARGET INSECTS
Beneficial insects contribute to control of pest outbreaks. Applications of Naturalure® Fruit Fly Bait Concentrate are unlikely to affect lacewings (Chrysopa spp.), predatory bugs (Geocoris, Orius and Nabis spp.), spiders and most species of ladybird beetles (Coccinella, Diomus and Harmonia spp.). However some species of beneficial insects may be sensitive to Naturalure® Fruit Fly Bait Concentrate and its use may temporarily reduce populations of parasitoid wasps (especially Trichogramma spp.), ants, some beetles and tachinid flies. This may lead to some disruption of IPM systems based on these species, but generally populations will recover.

STORAGE AND DISPOSAL
Keep out of reach of children. Store in the closed, original container in a dry, cool, well-ventilated area out of direct sunlight.

4 L, 5 L, 10 L, 20 L, 208 L containers
Triple-rinse containers before disposal. Add rinsing to spray tank. Do not dispose of undiluted chemicals on site. If recycling, replace cap and return clean container to recycler or designated collection point.
If not recycling, break, crush, or puncture and deliver empty packaging to an approved waste management facility. If an approved waste management facility is not available, bury the empty packaging 500 mm below the surface in a disposal pit specifically marked and set up for this purpose, clear of waterways, desirable vegetation and tree roots, in compliance with relevant local, state or territory government regulations. Do not burn empty containers or product.
This container can be recycled if it is clean, dry, free of visible residues and has the *drumMUSTER* logo visible. Triple-rinse container for disposal. Dispose of rinsate by adding it to the spray tank. Do not dispose of undiluted chemicals on site. Wash outside of the container and the cap. Store cleaned container in a sheltered place with cap removed. It will then be acceptable for recycling at any *drumMUSTER* collection or similar container management site. The cap should not be replaced but may be taken separately.

100 L containers
Empty contents fully into application equipment. Close all valves and return to point of supply for refill or storage.

1000 L containers
Triple-rinse containers before disposal. Add rinsing to spray tank. Do not dispose of undiluted chemicals on site. Close all valves and arrange for collection under the relevant return program.

SMALL SPILL MANAGEMENT
Sweep up material and contain in a refuse vessel for disposal in the same manner as for containers (see STORAGE and DISPOSAL section).

APVMA Approval Number: 58234/133089

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GMID DOM/Batch No.:

This product is GHS compliant. No additional GHS hazard and precautionary statements are required under the WorkSafe Australia exemptions for AgVet products.

Shire of West Arthur Works Department High Risk Safe Work Method Statement (SWMS)

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Works Department High Risk Safe Work Method Statement (SWMS)

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58	**Boom Spray Operation** **Storage and disposal of used chemical containers** **Chemical transport**	Potential serious injury or property damage caused by **inexperienced workers.** Potential serious injury, fatality and property damage caused by **boom entanglement/contact** with power poles, trees and other infrastructure. **Empty containers not washed out, stored or disposed of correctly** causing injury or environmental damage. **Incorrectly secured containers falling from the back of a vehicle**	**M2**	• A worker must be under the direct supervision of a competent, authorised person when undertaking the task, until **verified as competent** by the PCBU. • Workers must have completed nationally accredited training, such as Auschem, or be under the direct supervision of a competent person, who has acquired through training, qualification, or experience the knowledge and skills to carry out the task. • AHCCHM307 Prepare and apply chemicals to control pest, weeds, and diseases AHCCHM304 Transport and store chemicals. • Conduct prestart checks on machine/s and tooling before use. • Risk Assess each work area for potential hazards including overhead power lines, drains, slopes, other infrastructure and trees/branches before commencing the spray task. • Ensure boom arm locking devices are used when transporting. • Ensure used, empty containers are washed out according to manufacturer's recommendations on MSDS (triple rinse) and disposed of correctly at designated disposal sites. • Drummuster • You must secure chemical containers in an upright position on the backs of vehicles, using strapping or purpose built racking with no potential to damage the container/s. • Replace the strapping if chemical is spilled on the strapping as it can cause deterioration of the fabric.	All Workers involved in spraying operations
59	**Chemical Use Spraying**	Potential serious injury, illness, environmental or property damage caused by **inexperienced workers.** **Incorrect use/method of application.** **Incorrect storage.**	**M2**	• A worker must be under the direct supervision of a competent, authorised person when undertaking the task, until **verified as competent** by the PCBU. • Workers must have completed nationally accredited training, such as Auschem, or be under the direct supervision of a competent person, who has acquired through training, qualification, or experience the knowledge and skills to carry out the task. • AHCCHM307 Prepare and apply chemicals to control pest, weeds, and diseases AHCCHM304 Transport and store chemicals. • Conduct prestart checks on machine/s and all tooling before use. • Check with Supervisor to confirm, identify or determine areas that are deemed NO SPRAY Areas. Mark area map and retain in vehicle through spray operations. • Chemicals must be used as per manufacturer's instructions on the label/as per MSDS. • MSDS for all hazardous chemicals must be available for reference. • Correct PPE as per MSDS must be used. • Chemical mixing and preparation must be conducted in a well ventilated area. • Transportation, storage and clean-up of chemicals must be adhered to as per chemical MSDS.	All Workers involved in spraying operations

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Works Department High Risk Safe Work Method Statement (SWMS)

ITEM NO	JOB STEPS	WHAT ARE THE HAZARDS	RATE RISK/ CLASS	WHAT CONTROLS NEED TO BE IMPLEMENTED TO DO THE TASK SAFELY	PERSON/S RESPONSIBLE FOR WORK
59	**Chemical Exposure** **Signage for public places, parks and verges** **Withholding Periods** **Lifting drums and mixing chemicals and carrying spray units**	Potential chemical exposure/contact causing illness or environmental damage through **weather conditions** Potential chemical exposure/contact causing illness or environmental damage through **lack of signage to warn public.** **Signage and access notices to public post spray work.** **Manually handling drums** causing serious injury. **Mixing chemicals** causing serious injury or illness from contact or inhalation. Potential injury caused by **carrying spray units including backpack units**	**M2**	• Non compatible chemicals must not be stored together. • Portable eye wash must be in spray vehicle. • Safety Shower or wash down facility must be in close proximity to chemical storage facility and adequate decal signage to warn of the hazardous chemicals stored. • Only spray when weather conditions are favourable and there is no risk of drift to neighbouring properties or over houses, parks, reserves etc. • Disposable gloves and chemical spray mask must be kept with the spray unit at all times during spraying operations in case of blocked nozzles hose clamp adjustment etc. • Managing risks of hazardous chemicals in the workplace: Code of practice - WorkSafe – LGIRS • Signage in public areas must be in place to warn the public of the chemical being used and to avoid the area - must comply with Health (pesticides) Regulations 2011 requirements for signage. Pesticide signage when spraying in a public place Australian Pesticides and Veterinary Medicines Authority Registered Chemical list https://portal.apvma.gov.au/pubcris • Always follow the Chemical manufacturer's recommendations regarding how soon people can be reintroduced the sprayed area e.g., sporting ovals on completion of the chemical being sprayed. **Use chemicals as per manufacturer's instructions on the label** • Set containers up at a comfortable height for pouring and measuring. • Use correct lifting techniques for lifting and moving containers, preferably mechanical aids for lifting and/or moving. • Use purpose built chemical drum stands or decanter for mixing. Use correct personal protective equipment as per the MSDS • Check MSDS for mixing requirements and stability of chemical. If mixing or using high hazard rating chemicals (e.g., S7), two people must be present for manual handling and decanting tasks. • Backpack or handheld sprayers may become heavy / awkward and it is recommended to take breaks as required to relieve stress on your back. • Fill the back pack to a level/weight that you can carry comfortably carry. • Never put chemicals in drinking bottles or containers of any kind. Never leave chemicals in unmarked containers. Labels must be on all chemical containers. If a lable is damaged or missing, it must be replaced.	All Workers involved in spraying operations

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SHIRE OF WEST ARTHUR

CEO Risk Briefing - Fruit Fly Control

LGIS RISK PERSPECTIVE – PEST CONTROL

From an LGIS risk perspective, the question is whether the Shire should **voluntarily take on direct responsibility for spraying private property**, when that responsibility currently sits with individual property owners.

Once the Shire moves from supporting and coordinating the response to physically undertaking spraying, it also assumes the operational, WHS, environmental and liability risks associated with delivering that service.

LGIS would recommend that the Shire does not routinely undertake spraying on private property unless there is a compelling operational justification, the associated risks have been comprehensively assessed, and any identified operational deficiencies are addressed before the service commences.

1. The Shire would be taking on a new operational responsibility

At present, individual property owners manage pest control on their own properties while the Shire manages its own land and assets.

If the Shire elects to spray private properties, it effectively transfers a significant part of that operational responsibility from individual property owners to the Shire.

The fundamental risk question for Council is:

What benefit is gained by the Shire taking on an operational exposure that currently sits with the property owner?

The Shire can support the community without becoming the pest-control operator.

2. Once the Shire undertakes the work, it owns the operational risk

Chemical application carries inherent risks, including:

- spray drift onto neighbouring properties;
- damage to crops, gardens or native vegetation;
- contamination of tanks, drains or waterways;
- exposure of residents or members of the public;
- impacts on pets, livestock, bees or other non-target species;
- incorrect chemical selection, mixing or application;
- application during unsuitable weather;
- equipment or calibration failures;
- chemical storage and transport incidents; and
- claims that treatment caused damage or was ineffective.

Where a landholder arranges their own appropriately qualified contractor, these operational risks remain largely within that arrangement.

If the Shire delivers the service, those exposures move directly to the Shire.

3. WHS exposure is significant

This should be treated as a **new hazardous work activity**, not simply an extension of general outdoor duties.

If Shire employees undertake spraying, the Shire must be satisfied that the activity can be undertaken safely across potentially hundreds of different private properties.

This would require, at a minimum:

- workers who are appropriately trained and competent in chemical handling and application;
- chemical-specific instruction and familiarisation;
- documented safe work procedures;
- risk assessments for the activity;
- appropriate PPE;
- suitable application equipment;
- equipment maintenance and calibration;
- controls for spray drift and weather conditions;
- safe chemical storage and transport;
- Safety Data Sheet availability;
- hazardous chemical registers and records;
- spill-management arrangements;
- emergency response procedures;
- first-aid arrangements;
- public and resident exclusion controls;
- appropriate supervision;
- exposure controls;
- treatment records; and
- ongoing refresher training and competency verification.

Relevant chemical application competencies would ordinarily include recognised training in **transporting, storing, preparing and applying agricultural chemicals**, supported by task-specific Shire procedures.

The issue is broader than whether an employee is legally permitted to apply the chemical.

The Shire, as the employer, must be satisfied that the worker is competent, properly trained, appropriately equipped and working under an effective safe system of work.

This responsibility cannot simply be transferred to the employee.

Private properties create additional WHS difficulty

The Shire also has much less control over private properties than it does over its own workplaces.

Operators could encounter:

- dogs and other animals;
- children;
- elderly or vulnerable residents;
- difficult or uneven access;
- swimming pools;
- water tanks;
- bee hives;
- livestock;
- machinery;
- electrical hazards;
- sheds and confined areas;
- poor property access;
- vegetation obscuring hazards;
- residents remaining within spray areas; and
- other hazards that have not previously been identified by the Shire.

Each property effectively becomes a new workplace that the Shire has not designed, does not control and may never previously have inspected.

If an employee is injured while undertaking the work, the fact that the activity occurred on private property does not remove the Shire's WHS responsibilities.

From an LGIS risk perspective, this is a significant reason to avoid directly delivering the service where safer alternatives are available.

4. Public commitments create expectations the Shire then has to manage

The Shire may then face complaints or claims if:

- a property is missed;
- spraying occurs late;
- eligibility changes;
- the program is discontinued;
- resources are insufficient;
- access cannot be obtained;
- treatment is ineffective; or
- the pest returns.

Once the Shire accepts the responsibility publicly, it may also become difficult to withdraw the service in future years.

A short-term initiative can therefore evolve into an ongoing community expectation.

5. Individual property arrangements create further exposure

The risk increases where residents are required to:

- register;
- request treatment;
- provide access;
- provide consent;
- sign documentation;
- pay a contribution; or
- agree to treatment conditions.

At that point, the Shire moves closer to providing an individual service to each participating property owner.

Care should therefore be taken not to make unnecessary commitments regarding:

- timing;
- treatment frequency;
- effectiveness;
- eradication;
- property damage;
- compensation; or
- outcomes.

These arrangements should be reviewed from a Scheme protection perspective before any service is offered.

6. Environmental impairment is a significant concern

Broad-scale chemical application also introduces environmental exposures including:

- spray drift;
- chemical runoff;
- contamination of drains or waterways;
- groundwater contamination;
- impacts on drinking-water sources;
- damage to native vegetation;
- contamination of neighbouring agricultural land;
- impacts on bees and other non-target species;
- chemical spills; and
- inappropriate chemical disposal.

The consequences of an environmental incident may extend well beyond the initial spraying activity.

They may include:

- investigation;
- containment;
- clean-up;
- remediation;
- environmental monitoring;
- property damage;
- third-party claims;
- regulator involvement; and
- reputational damage.

Why should the Shire voluntarily introduce an environmental exposure that it does not currently need to carry?

7. The Shire cannot fully control whether the program succeeds

A successful pest-control program may require high levels of participation across affected properties.

The Shire cannot guarantee that every property owner will:

- participate;
- allow access;
- prepare the property;
- allow repeat treatments; or
- undertake complementary control measures.

Untreated properties may therefore remain as pest reservoirs.

Council could consequently find itself:

1. accepting responsibility for the program;
2. training employees;
3. purchasing chemicals and equipment;
4. treating large numbers of properties;
5. carrying the WHS and liability exposure;
6. managing community expectations; and
7. repeating the process annually, without being able to guarantee eradication.

8. The Shire assumes substantial risk without full control

Under a Shire-delivered model, the organisation potentially assumes responsibility for:

- properties it does not own;
- workplaces it does not control;
- landholder participation it cannot guarantee;
- chemical application across numerous different environments;
- WHS risks to employees;
- environmental impairment;
- property damage;
- public expectations;
- service continuity; and
- complaints regarding effectiveness.

The Shire assumes much of the operational exposure without obtaining the level of control normally required to manage that exposure effectively.

LGIS Recommended Position

From an LGIS risk-management perspective, the preferable position is:

The Shire should manage pest control on land for which it is responsible, support the broader community response, but avoid routinely sending Shire employees onto privately owned properties to undertake chemical spraying.

The proposed model would introduce significant new:

- WHS exposure;
- hazardous chemical management obligations;
- employee competency and training requirements;
- operational liability;
- environmental impairment risk;
- property damage exposure;
- community expectations; and
- ongoing service obligations.

There is limited risk-management benefit in voluntarily bringing these exposures into the Shire when alternative delivery models are readily available.

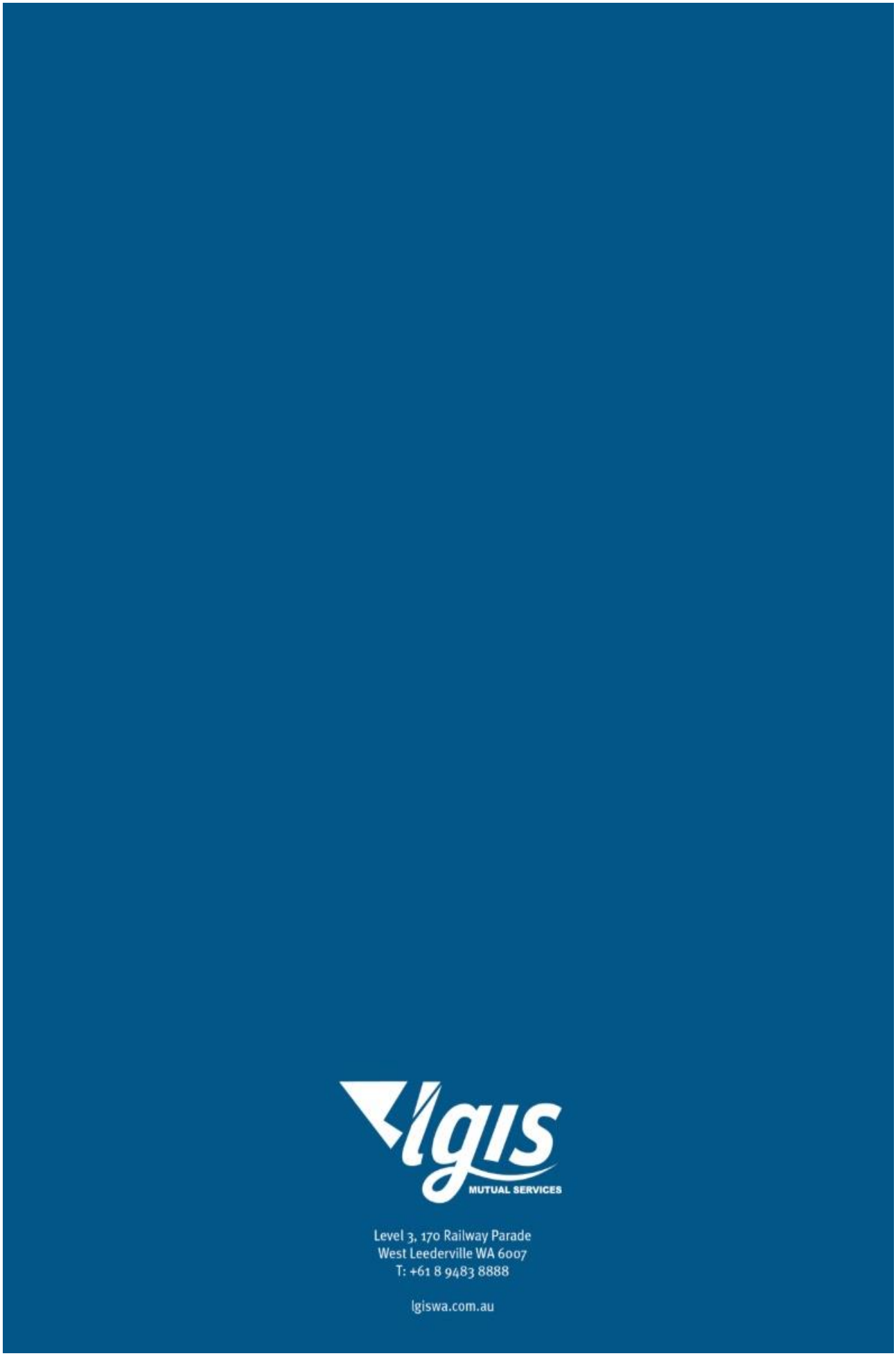
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13.2 5 YEAR REGIONAL ROAD WORKS PROGRAM

File Ref:	**ADM369**
Location:	Not applicable
Applicant:	Not applicable
Author:	**Gary Rasmussen, Manager Works and Services**
Authorising Officer:	**Vin Fordham Lamont, Chief Executive Officer**
Date:	**13/10/2026**
Disclosure of Interest:	Nil
Attachments:	**1. Regional Road Group Program 2028-2029 to 2033-2034**

SUMMARY:
Council is requested to endorse the attached Regional Road Group Forward Works Program as the Shire of West Arthur's current forward priority program for Regional Road Group funding submissions and associated road construction planning.

Endorsement of the program will support the preparation of future Multi-Criteria Assessment applications and provide a basis for aligning grant applications, asset management priorities, long-term financial planning and future annual budgets.

BACKGROUND:
Regional Road Groups operate under the State Road Funds to Local Government framework and provide local governments with input into the prioritisation of State funding assistance for the preservation and improvement of the local road network.

Road Project Grant funding is generally provided on the basis that the local government contributes $1 for every $2 contributed through the grant program. [mainroads.wa.gov.au]
The Shire maintains a forward Regional Road Group works program to:

1. identify priority road preservation and improvement projects;
2. support the preparation of Multi-Criteria Assessment and other funding submissions;
3. coordinate proposed grant-funded works with the Shire's broader road construction program;
4. inform future annual budgets and long-term financial planning; and
5. provide continuity in the planning, investigation and delivery of staged road projects.

The program is reviewed periodically by the Manager Works and Services to reflect updated road condition information, changes in traffic and freight activity, revised project costs, completed works, funding availability and emerging network priorities.

COMMENT:
The attached program identifies proposed works on sections of Moodiarrup-Changerup Road, Darkan Road and Arthur River-Dinninup Road over the applicable forward planning period.

The proposed works include pavement reconstruction or stabilisation, widening and sealing. The projects have been included to establish the Shire's current priorities for future Regional Road Group funding submissions.

In reviewing the forward program, consideration should be given to:

- road condition and remaining asset life;

- road safety and identified deficiencies;
- existing and forecast traffic, including heavy vehicle and freight movements;
- the strategic function of each road within the local and regional network;
- continuity with completed or previously funded stages;
- project readiness and constructability;
- indicative project costs and the Shire's capacity to fund its contribution; and
- alignment with the Shire's asset management, strategic and long-term financial planning.

The program is a forward planning document. Council endorsement does not constitute acceptance of grant funding, approval to commence individual projects or authorisation of expenditure. Each project remains subject to:

- eligibility under the applicable funding program;
- a successful funding application and formal funding approval;
- confirmation of scope, design and cost estimates;
- the availability of the required Shire contribution;
- inclusion in the relevant annual budget; and
- any statutory, environmental, procurement or other approvals required before works commence.

The program should continue to be reviewed annually. Material changes arising from revised priorities, project scope, funding outcomes or affordability should be incorporated into a future review of the forward program.

CONSULTATION:

Nil

STATUTORY ENVIRONMENT:

Local Government Act 1995

Section 2.7 establishes Council's role in governing the local government's affairs and determining its policies. The eventual commitment of municipal funds to projects listed in the forward program will be subject to adoption of the relevant annual budget and the applicable financial management requirements.

Local Government (Financial Management) Regulations 1996

Future expenditure and grant income associated with individual projects will need to be incorporated into the applicable annual budget and managed in accordance with the Shire's financial management arrangements.

State Road Funds to Local Government Agreement 2023/24 to 2027/28 and associated procedures

The current Agreement provides the framework for State assistance toward the improvement and maintenance of local roads and recognises the role of Regional Road Groups in funding allocation and regional prioritisation.

POLICY IMPLICATIONS:

Nil

FINANCIAL IMPLICATIONS:

The program contains indicative forward project costs only. The amounts will require review and escalation as scopes, quantities, construction methodologies and market costs are refined.

Road Project Grant funding is generally based on a local government contribution of $1 for every $2 of grant funding.

The Shire's contribution to each successful project will need to be considered through the relevant annual budget and Long Term Financial Plan. Endorsement of the forward program does not commit Council to expenditure in a future financial year.

If actual project costs exceed the approved grant and budget allocations, the project scope, timing and funding sources will need to be reviewed before additional expenditure is incurred.

Before the agenda is finalised, the financial figures in Attachment 1 should be checked and the report should include a concise table showing, for each year:

- total estimated project cost;
- indicative RRG contribution;
- indicative Shire contribution; and
- the price base or estimate date.

STRATEGIC IMPLICATIONS:

Shire of West Arthur Strategic Community Plan 2021-2031
Theme: Built Environment – well maintained roads and infrastructure which reflects our identity
Outcome: Our road network is well maintained
Strategy: Regularly review and update our long term road construction and maintenance program

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 1	Minor 2	Moderate 3	Major 4	Catastrophic 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	Not having a clear plan for Regional Road Group funded works would likely result in the network falling into disrepair.
Risk Likelihood (based on history and with existing controls)	Likely (4)
Risk Consequence	Moderate (3)
Risk Rating (Prior to Treatment or Control): Likelihood x Consequence	High (12)
Principal Risk Theme	Inadequate asset management
Risk Action Plan (Controls or Treatment Proposed)	Endorse the plan as presented

VOTING REQUIREMENTS:

Simple Majority

RESOLUTION OCM-2026-118

Moved: Cr Graeme Peirce
Seconded: Cr Neil Morrell

That Council:

1. **ENDORSE** the Regional Road Group Forward Works Program contained in Attachment 1 as the Shire of West Arthur's current priority program for future Regional Road Group funding submissions;
2. **NOTE** that the program is a forward planning document and that each project remains subject to funding eligibility, successful grant approval, confirmation of scope and cost, project readiness and inclusion of the required expenditure and income in the relevant annual budget;
3. **REQUEST** that the program be reviewed at least annually to reflect completed works, updated asset condition and traffic information, revised project estimates, funding outcomes and changes in network priorities; and
4. **AUTHORISE** the Chief Executive Officer to make minor administrative, formatting and cost-estimate updates required for Regional Road Group or Main Roads Western Australia submission purposes, provided that any material change to project priorities, scope or the Shire's proposed financial commitment is referred back to Council.

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

Against: Nil

CARRIED 7/0

Regional Road Group 5-Year Program
2028/2029- 2032/2033

Road Name	LGA Number	Road Number	SLK Start	SLK Finish	Work Description	Work Type**	Preservation*** 2028/2029	2029/2030	2031/2032	2032/2033	2033/2034	Improvement / Constr 2028/2029	2029/2030	2031/2032
Moodiarrup Changerup	3160	202	1.75	4.75	Seal Winden out to 8 from 6.8 total length 3 km	im						459,736		
Darkan rd	3160	201	25.30	26.30	Cement stab seal 2 coat to 8m wide	im						322,377		
Moodiarrup Changerup	3160	202	9.00	10.00	Cement stab seal 2 coat to 7.2m wide	im							400,000	
Darkan rd	3160	201	26.30	27.30	Cement stab seal 2 coat to 8m wide	im							400,000	
Darkan rd	3160	201	27.30	28.30	Cement stab seal 2 coat to 8m wide	im								420,000
Arthur River Dinninup rd.	3160	203	50.00	52.00	Wet mix pavement with a correction of gravel100mm Seal Winden out to	im								380,000
						im								
Darkan rd	3160	201	28.30	29.30	Cement stab seal 2 coat to 8m wide	im								
Arthur River Dinninup rd.	3160	203	52.00	54.00	Wet mix pavement with a correction of gravel100mm Seal Winden out to	im								
Darkan rd	3160	201	29.30	30.30	Cement stab seal 2 coat to 8m wide	im								
Arthur River Dinninup rd.	3160	203	54.00	56.00	Wet mix pavement with a correction of gravel100mm Seal Winden out to	im								
						Total	**0**	**0**	**0**	**0**	**0**	**782,113**	**800,000**	**800,000**
						Financial Year Total RRG Pool Contribution	**0**	**0**	**0**	**0**	**0**	**521,409**	**533,333**	**533,333**
						Financial Year Total LGA Contribution	**0**	**0**	**0**	**0**	**0**	**260,704**	**266,667**	**266,667**

	2025/2026	2026/2027	2027/2028	2028/2029	2029/2030
Total Annual LGA Funding Request	**782,113**	**800,000**	**800,000**	**810,000**	**810,000**
Preservation as % of Total Program	**0.00%**	**0.00%**	**0.00%**	**0.00%**	**0.00%**
Improvement/Expansion as % of Total Program	**100.00%**	**100.00%**	**100.00%**	**100.00%**	**100.00%**

**P Preservation
**I Improvement
*** Enter $ amounts as RRG Pool Contribution
Calculated Cells

uction***	
2032/2033	2033/2034
415,000	
395,000	
	415,000
	395,000
810,000	**810,000**
540,000	**540,000**
270,000	**270,000**

14 REGULATORY SERVICES

Nil

15 MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN

Nil

16 NEW OR URGENT BUSINESS INTRODUCED BY DECISION OF THE MEETING

Nil

17 MATTERS BEHIND CLOSED DOORS

Nil

18 CLOSURE OF MEETING

The Presiding Member declared the meeting closed at 8.04pm.