



Ordinary
Council
Meeting
July 2025
Attachments

Attachments

Minutes/Notes

Ordinary Meeting of Council - June 2025

Great Eastern Country Zone Minutes - 13 June 2025

Wheatbelt North East State Regional Road Group Minutes - 27th June 2025

Agenda Attachments

- 9.1.1 Council Decision Status Report 2025
- 9.1.2 Shire of Yilgarn - Community Strategic Plan Quarterly Report Q2 2025
- 9.1.3 2025 WALGA AGM Notice of Meeting
- 9.1.3 Guideline for the Submission of Member Motions
- 9.1.5 Draft Guideline on Community Benefits for Renewable Energy Projects
- 9.1.5 Draft Shire of Yilgarn Submission for Draft Guideline on Community Benefits for Renewable Energy Projects
- 9.1.5 Draft WALGA Submission - Draft Guideline on Community Benefits for Renewable Energy Projects
- 9.1.6 WALGA Discussion Paper - Communications Agreements
- 9.1.6 DLGSCI Consultation Paper - Communications Agreements
- 9.1.6 Local Government Regulations Amendment Regulations 2025 (Consultation Draft)
- 9.1.6 Local Government (Default Communications Agreement) Order 2025 (Consultation Draft)
- 9.1.7 Shire of Yilgarn - Lease of Crown Reserve 38802 Southern Cross Motor Cycle Club
- 9.2.1 June Statement 2025
- 9.2.2 Accounts For Payment – Councillor
- 9.2.3 80 Antares St SX - Rate Repayment Agreement v2
- 9.2.4 2025-2026 Statutory Budget
- 9.2.4 2025-2026 Fees & Charges



Minutes

Ordinary Meeting of Council

19 June 2025

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1. DECLARATION OF OPENING/ANNOUNCEMENT OF VISITORS

The Presiding Member declared the meeting open at 5:00pm.

2. ANNOUNCEMENTS FROM THE PRESIDING MEMBER

Nil.

3. ATTENDANCE

Members	Cr W Della Bosca Cr B Close Cr B Bradford Cr G Guerini Cr L Granich Cr L Rose	
Council Officers	N Warren C Watson G Brigg F Mudau K Chrisp N Beaton	Chief Executive Officer Executive Manager Corporate Services Executive Manager Infrastructure Finance Manager Asset and Projects Manager Minute Taker
Apologies:		
Observers:	Kaye Crafter, Shandy Laws, John Zimmermann, Mark Qiu, Charles Hastie and Geoffery Xue	
Leave of Absence:	Cr D Newbury	

4. DECLARATION OF INTEREST

Nil.

5. RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE

Nil.

5.1 PUBLIC QUESTION TIME

Kaye Crafter attended Public Question Time and posed the following, which were taken on notice by the Shire President:

1. Intersection of Rogers Road and the Koolyanobbing Road. There was an accident on this curve a few months ago, when parts of the road were gouged out. Some repairs were done, but the job has not been completed?
2. Arcturus Street - Sometime ago, a pipe was laid under the road on Arcturus Street, quite close to the Shire Depot. It also has not been finished. Is there a reason why?
3. Yilgarn History Museum - The basin in the Public Toilet at the museum has not been in use for about 4 weeks due to plumbing problems. I am sure we have a Plumber in Southern Cross?
4. My question to Council is, why haven't these repairs been completed and where is the follow up supervision to ascertain the reason why they are not completed?

With no further questions the Shire President thanked Kaye Crafter for her time.

6. CONFIRMATION OF MINUTES

- 6.1 Ordinary Meeting of Council Minutes, Thursday, 15 May 2025 - (Minutes Attached)

62/2025

Moved Cr Bradford/Seconded Cr Rose

That the minutes from the Ordinary Council Meeting held on the 15 May 2025 be confirmed as a true record of proceedings.

CARRIED (6/0)

Cr's For: Della Bosca, Close, Bradford, Guerini, Granich, Rose

Cr's Against: Nil

- 6.2 WEROC Inc. Board Meeting Minutes, Wednesday, 7 May 2025 - (Minutes Attached)

63/2025

Moved Cr Bradford/Seconded Granich

That the minutes from the WEROC Inc. Board Meeting held on the 7 May 2025 be received.

CARRIED (6/0)

Cr's For: Della Bosca, Close, Bradford, Guerini, Granich, Rose

Cr's Against: Nil

6.3 CEACA Committee Meeting Minutes, Monday, 19 May 2025 - (Minutes Attached)

64/2025

Moved Cr Bradford/Seconded Rose

That the minutes from the CEACA Committee meeting held on the 19 May 2025 be received.

CARRIED (6/0)

Cr's For: Della Bosca, Close, Bradford, Guerini, Granich, Rose

Cr's Against: Nil

7. PRESENTATIONS, PETITIONS, DEPUTATIONS

John Zimmermann from Cygnet Gold attended Council and provided an update on Cygnet's mining proposals within the Yilgarn Shire.

The presentation included a slide show with the following topics;

- Introduction to Cygnet Gold Project
- Introduction to Hanking Australia
- Hanking's Previous Success at Southern Cross
- Hanking's Success in Northern Territory
- Current Work
- Cygnet Gold Project Overview
- Mining
- Mining Cont. - Copperhead Underground Mine
- Mining Cont. - Corinthia Mine
- Corinthia Project Area Infrastructure
- Road Haulage
- Road Haulage Cont.
- Southern Cross Camp
- Cygnet Gold Project Scale
- Future for Cygnet Gold Project
- Project Contributors
- Golden Pig & Copperhead Water and Vegetation Studies
- Copperhead Dewatering - Evap. Pond Design
- Golden Pig Dewatering - Water Monitoring
- Golden Pig Dewatering - Vegetation Monitoring

John Zimmermann and Mark Qiu thanked Council for their time and invited questions.

Cr Granich enquired about the pipeline and what the proposed route was for that to come out of town.

John Zimmerman explained while also using the map shown on the slide show presentation it would come up across and around the southern side of the Cemetery and go up and discharging before the rail bridge and the pipeline (if constructed) would go through the culvert and join the current existing miscellaneous licence to the north of the lake. If required that part of the pipeline can be buried, they are willing to accommodate.

Cr Granich enquired how many road trains would be on that road.

John Zimmerman explained from Golden Pig that would require about 950 tonnes per day. Running day shift only would run a 120 tonne road trains, so probably 8. Then similar from Copper Head down, but with an extra 2 road trains.

Cr Rose asked what a vegetation quadrant is.

John Zimmerman explained that is how the environmental monitoring is assessed, so they will look at the area for disturbance and they will break it into smaller areas and then do sample and assessment in those areas. Mark Qiu added that this is done by environmental specialists.

Cr Rose asked what the reason was for and what are they trying to test.

John Zimmerman explained they will do the baseline to see what it is now, then they will monitor if there are any detrimental changes after the discharge.

Cr Rose asked if the plan is to run a pipe from the Golden Pig eventually up to Corinthia. Why don't they run it there now.

John Zimmerman explained the miscellaneous licence takes time; they have applied for it. But if it was delayed, then it would delay the start of the mine. This would be a faster solution and they see it as a very low impact option. The full pipeline can be constructed after approval.

Cr Rose stated, that as a Shire we are investing heavily into our Tourism at the moment. Lake Koorkoordine is one of those areas that we have earmarked for massive changes to be happening. We got the Land Yatch Races that are held (weather permitting). All those are going to stop. Our Tourism will continue however long Council is going to be. Your mine has a lifetime. We are trying to encourage Tourism and then pumping water into the lake that will stop that happening.

John Zimmerman stated the Lake is already full of water. Using the map shown on slide 20 of the Presentation. The green line, is what they project will be the maximum extent. They worked that out using the average temperature and wind over the year. The green line represents the modelling.

Cr Rose asked the reason why they are doing a pipeline from Golden Pie to Corinthia. Cr Rose also asked if they would be using the underground water on the Processing Plant.

John Zimmermann stated it would feed the Processing Plant. Mark Qiu stated that they need the water and they would be using the underground/recycled water. They also stated they would be doing the same at Copperhead.

Glen Brigg enquired about the Golden Pig map on slide 7, the mine perimeter, what the kink in the map was. He also stated that the Copperhead Access Road coming back out, you are hitting a Main Roads, road. Which has been discussed quite a number of times. Main Roads will not let you come out on that corner; they will not let you come out on an angle it has to be within 70/90 degree intersection on there.

John Zimmermann stated it was just the historical lease boundary. John also stated he was aware about the road and said they would need to apply for and change.

Cr Rose asked, in regards to their Community Grants, did they have anything in mind. She also asked if they would be engaging in local businesses, will you be purchasing and using the local businesses we have here.

Mark Qiu stated that they would like to hear from Council what Cygnet Gold should do. They would certainly be onboard to help. They want to give to the Local Community, events they could give Sponsorship to, annual events they would like to participate in. Mark also stated they would like to use as many locals as possible.

Cr Bradford enquired about getting staff to not only engage in businesses, but engaging in the sporting community, the local emergency services, to be apart of the community as we are small and our sporting/local emergency services are small. She also asked for some flexibility with rosters.

Mark Giu stated that as a mine, they do need to have an emergency response as well for operation. For that, ideally, Mr Qui would like to work with the local community. Mr Qui wants to work with the Shire. Mr Qui also mentioned they are planning to build a 200 man camp right next to the town. Cygnet are also planning a Community Presentation.

With no further questions the Shire President thanked Cygnet Gold representatives for their time.

Belinda Moharich from Moharich & More Planning & Environment Law provided a deputation in regards to item 9.2.3 Rate Proposal - Assessment A1670 via Zoom at 5:44pm.

John Zimmerman, Mark Qiu, Charles Hastie and Geoffery Xue left the meeting at 5:45pm.

With no further questions the Shire President thanked Belinda Moharich for her time.

The zoom link with Belinda Moharich was ended at 5:49pm

8. DELEGATES' REPORTS

Cr Granich

- LEMAC via Zoom - May 22nd 2025
- Audit Meeting via Zoom - May 23rd 2025
- Museum Historical Meeting - May 28th 2025
- YCSC Meeting - May 28th 2025
- Special Rates Meeting - May 29th 2025
- Runway to the Stars Meeting - May 29th 2025
- Meeting with the Executive Manager of Infrastructure - June 10th 2025
- WALGA Meeting - June 13th 2025
- WEROC Meeting with National MP Lachlan Hunter - June 13th 2025

Cr Rose

- Special Rates Meeting - May 29th 2025

Cr Guerini

- Special Rates Meeting - May 29th 2025

Cr Bradford

- May 19th CEACA Meeting - May 19th 2025
- May 23rd Audit Meeting - May 23rd 2025
- May 29th Special Rates Meeting - May 29th 2025
- May 30th YSSSA Cross Country - May 30th 2025

Cr Close

- Yilgarn Iron Meeting - May 13th 2025
- LEMAC Meeting - May 22nd 2025
- Audit Meeting - May 23rd 2025

Cr Della Bosca

- CEACA Meeting - May 19th 2025
- LEMAC Meeting - May 22nd 2025
- Audit Meeting - May 23rd 2025
- Special Rates Meeting - May 29th 2025
- GECZ - June 13th 2025
- WEROC Meeting with National MP Lachlan Hunter - June 13th 2025

Unconfirmed

9.1 Officers Report - Chief Executive Officer

9.1.1 Council Decision Status Report 2025

File Reference	2.1.2.4
Disclosure of Interest	Nil
Voting Requirements	Simple Majority
Author	Nic Warren – Chief Executive Officer
Attachments	Council Decision Status Report 2025

Purpose of Report

Council to note the Council Decision Status Report 2025.

Background

A Council Decision Status Report details the decisions of Council and provides a status as to whether the decisions have been completed or if they are still pending, an update as to their progress or reasoning as to why there is delays.

Comment

The Council Decision Status Report does not include decisions that do not require staff and/or Council actions, including:

- Confirmation of minutes
- Financial Reports
- Accounts for Payment
- Applications for Leave of Absence
- Decisions to close meetings to the public and to reopen meetings to the public

Confidential decisions or certain details may also be excluded to maintain confidentiality.

Statutory Environment

Nil.

Strategic Implications

Nil.

Policy Implications

Nil.

Financial Implications

Nil.

Risk Implications

Risk Category	Description	Rating (Consequence x Likelihood)	Mitigation Action
Health/People	Nil	Nil	Nil
Financial Impact	Nil	Nil	Nil
Service Interruption	Nil	Nil	Nil
Compliance	Nil	Nil	Nil
Reputational	Nil	Nil	Nil
Property	Nil	Nil	Nil
Environment	Nil	Nil	Nil

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

Recommendation

65/2025

Moved Cr Bradford/Seconded Cr Granich

That Council note the Council Decision Status Report 2025.

CARRIED (6/0)

Cr's For: Della Bosca, Close, Bradford, Guerini, Granich, Rose

Cr's Against: Nil

9.1.2 2025 WALGA Annual Convention and AGM

File Reference	1.6.21.12
Disclosure of Interest	None
Voting Requirements	Simple Majority
Attachments	2025 Notice of WALGA Annual General Meeting Guideline for the submission of Member Motions

Purpose of Report

To inform Councillors of the dates and venue for the 2025 Western Australian Local Government Association Convention; advise of the Notice of the 2025 Annual General Meeting and to endorse voting delegates.

Background

WALGA have notified Local Governments of the dates and venue for the 2025 WALGA Local Government Convention.

The convention will run from Monday 22 September 2025 to Wednesday 24 September 2025 and will be held at the Perth Convention Centre.

The Annual General Meeting (AGM) of the Western Australian Local Government Association (WALGA) will be held at the Perth Convention and Exhibition Centre on Tuesday, 23 September 2025 at 2:15pm.

Attendance at the AGM is free for all Elected Members and officers from Member Local Governments. Voting Delegates and Proxies must be registered.

Member motions for the AGM must be endorsed by Council and submitted to WALGA.

Comment

Each WALGA Member Local Government is entitled to be represented by two Voting Delegates at the AGM. A Voting Delegate is entitled to one vote. A Proxy is entitled to vote in the absence of a Voting Delegate. Voting Delegates and Proxies may be Elected Members or officers.

Councils are asked to nominate and register their voting delegates and proxies by 5:00pm on Monday, 8 September 2025.

To allow staff to adequately plan for the 2025/2026 budget, it would be appreciated if Councillors could advise the CEO as early as possible of their intention to attend the 2025 Conference.

Early notification and registration may also provide better access to accommodation close to the venue.

Motions for the AGM are required to be endorsed by Council and submitted to WALGA by 5:00pm on Friday, 8 August 2025.

Attached is the notice of the 2025 Notice of WALGA Annual General Meeting and Guidelines for the submission of Member Motions.

Statutory Environment

Nil.

Strategic Implications

Shire of Yilgarn Strategic Community Plan

GOAL 14. Strong leadership and a high standard of governance

14.1 Elected members and staff complete regular training and development opportunities.

Policy Implications

Nil.

Financial Implications

Council allocates funds within its Annual Budget to accommodate those Councillors wishing to attend the Convention.

Risk Implications

Risk Category	Description	Rating (Consequence x Likelihood)	Mitigation Action
Health/People	Nil	Nil	Nil
Financial Impact	Nil	Nil	Nil
Service Interruption	Nil	Nil	Nil
Compliance	Nil	Nil	Nil
Reputational	Nil	Nil	Nil
Property	Nil	Nil	Nil
Environment	Nil	Nil	Nil

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

Recommendation

That Council:

- Notes the 2025 WALGA Convention will be held from Monday 22 September 2025 to Wednesday 24 September 2025 at the Perth Convention Centre.*
- Notes the Annual General Meeting (AGM) of the Western Australian Local Government Association (WALGA) will be held at the Perth Convention and Exhibition Centre on Tuesday, 23 September 2025 at 2:15pm*
- Authorises the CEO and any willing Councillors to attend the 2025 WALGA Local Government Convention.*
- Nominates Crs _____ and _____ as the Shire of Yilgarn Voting Delegates at the 2025 WALGA Annual General Meeting.*

Nominates Crs _____ and _____ as the Shire of Yilgarn Proxy Voting Delegates at the 2025 WALGA Annual General Meeting, in the event voting delegates are absent.
- Notes the deadline for member motion submissions for the WALGA AGM is 5:00pm on Friday, 8 August 2025.*

Advisory Notes

- Councillors are to advise the CEO of their intention to attend the WALGA conference as soon as practicable.*

Council Decision

66/2025

Moved Cr Granich/Seconded Cr Rose

That Council endorse laying on the table item 9.1.2 2025 WALGA Annual Convention and AGM.

CARRIED (6/0)

Cr's For: Della Bosca, Close, Bradford, Guerini, Granich, Rose

Cr's Against: Nil

Unconfirmed

9.1.3 Community Enhancement Fund Policy

File Reference	2.3.3.2
Disclosure of Interest	None
Voting Requirements	Absolute Majority
Author	Nic Warren – Chief Executive Officer
Attachments	Community Enhancement Fund Policy and Appendices

Purpose of Report

For Council to consider adopting the draft Community Enhancement Fund Policy; establishing the Community Enhancement Fund Advisory Committee; endorsing the associated Committee Terms of Reference and establishing a Community Enhancement Fund Reserve.

Background

The Shire of Yilgarn has for some time now explored a “Community Enhancement Fund” (CEF) for proponents of large-scale renewable energy and carbon sequestration projects to contribute towards.

Unlike small, local or family businesses in regional communities, large scale developments generally do not return a significant proportion of their profits back into the community within which they were gained.

A CEF ensures that large-scale renewable energy developments, including Wind Energy Facilities (WEFs, Solar Farms and Battery Energy Storage Systems (BESS)), and carbon sequestration developments (tree farms/plantations) deliver lasting positive outcomes for the local community.

The Shire has seen the need for a CEF Policy as a priority, due to these types of developments already starting to establish within the Yilgarn district.

This desire for a CEF policy is shared by the Wheatbelt East Regional Organisation of Councils (WEROC) member Councils, who at the WEROC Board Meeting on Wednesday 7 May 2025 agreed to the following:

“Each Shire to adapt the Narrogin Policy for their own local policy and present to individual Councils for endorsement.”

The Shire of Narrogin has been leading the way in this space, with nearly \$2 billion in renewable energy projects, their need for a CEF Policy is also paramount.

Comment

As per the agreement between WEROC Council's, the Shire of Yilgarn has drafted a CEF Policy using the Narrogin policy as a template however have adapted it to suit the needs of the Shire of Yilgarn.

The most significant change to the Shire of Narrogin's Policy is the inclusion of carbon sequestration projects (tree farms) into the Shire of Yilgarn's policy.

The draft CEF Policy is proposed to apply to all large-scale renewable energy facilities and carbon sequestration facilities within the Shire of Yilgarn, including wind energy facilities (wind farms), utility-scale solar farms, large battery storage projects (BESS), typically those with a nameplate capacity exceeding 5 MW and carbon sequestering tree farms or plantations.

It is intended for use by Shire staff, Council, and developers (proponents) of renewable energy and carbon sequestration projects during project planning, approval, and operational phases.

The Policy sets out the establishment of a Community Enhancement Fund and details the expectations and requirements for proponent contributions towards the fund as a condition of Council support for such projects. Compliance with the Policy will be considered in Council's assessment of development applications and any related agreements with proponents.

In addition to the Policy, the following ancillary documentation has also been drafted to facilitate the CEF Policy:

- Community Enhancement Fund (CEF) Procedural & Operational Guidelines
- Community Enhancement Fund (CEF) Contribution Modelling Examples
- Community Enhancement Fund (CEF) Advisory Committee – Terms of Reference

The proposed CEF Policy and ancillary documentation is attached for Councillors reference.

Community Enhancement Fund Advisory Committee

As detailed in the Policy, if adopted, Council must then endorse the establishment of an advisory committee of which will provide recommendations to Council in relation to the CEF.

As per the *Local Government Act 1995*, where Council forms a committee, it must be endorsed by Absolute Majority.

The proposed terms of reference are provided as an appendix to the CEF Policy, and must also be endorsed by Council.

As per the Terms of Reference, the following governance framework will exist:

Shire of Yilgarn

- Final decision on funding allocation
- Reviews, monitors and reports on project progress
- Answerable to the Community

Community Enhancement Fund Advisory Committee

- Prioritises funding and project recommendations
- Makes recommendations to Council
- Community engagement
- Investment framework assessment
- Reviews proposals and allocation of funding
- Council-appointed Elected Member representatives to be reviewed every 2 years, at a meeting immediately following an ordinary local government election;
- Community representatives appointed by Council every 3 years following an expression of interest process (as outlined above)
- All Developer Agreement proponents can be non-voting observers of the Committee

The CEF Advisory Committee are not delegated any authority to make decisions on behalf of Council, and as such, the Shire of Yilgarn Council will retain authority on decisions relating to the CEF.

Community Enhancement Fund Reserve

As detailed in the CEF Policy, a reserve account will be established for the purpose of holding contributions.

Whilst Council are asked to endorse the establishment of a reserve account, this will be formalised via the 2025/2026 annual budget setting process.

Statutory Environment

Local Government Act 1995

5.8. Establishment of committees

A local government may establish committees of 3 or more persons to assist the council.*

* *Absolute majority required.*

6.11. Reserve accounts

(1) Subject to subsection (5), where a local government wishes to set aside money for use for a purpose in a future financial year, it is to establish and maintain a reserve account for each such purpose.

(2) Subject to subsection (3), before a local government —

- a. changes* the purpose of a reserve account; or*
- b. uses* the money in a reserve account for another purpose,*

it must give one month's local public notice of the proposed change of purpose or proposed use.

** Absolute majority required.*

- (3) A local government is not required to give local public notice under subsection (2) —
- where the change of purpose or of proposed use of money has been disclosed in the annual budget of the local government for that financial year; or
 - in such other circumstances as are prescribed.
- (4) A change of purpose of, or use of money in, a reserve account is to be disclosed in the annual financial report for the year in which the change occurs.
- (5) Regulations may prescribe the circumstances and the manner in which a local government may set aside money for use for a purpose in a future financial year without the requirement to establish and maintain a reserve account.

Strategic Implications

Strategic Community Plan

GOAL 12. Prepare for renewable energy development in our Shire

12.2 Plan to address increased tree / carbon farming across our Shire

12.3 Plan for renewable energy projects in our Shire and ensure they deliver value to the community

Policy Implications

New Council Policy.

Financial Implications

Nil.

Risk Implications

Risk Category	Description	Rating (Consequence x Likelihood)	Mitigation Action
Health/People	Nil	Nil	Nil
Financial Impact	Nil	Nil	Nil
Service Interruption	Nil	Nil	Nil
Compliance	Nil	Nil	Nil
Reputational	Failure of Shire to establish CEF for betterment of Yilgarn community	Moderate (6)	CEF ensures SoY are best placed to provide opportunities for proponents to contribute meaningfully to the SoY community.
Property	Nil	Nil	Nil
Environment	Nil	Nil	Nil

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

Recommendation

6/7/2025

*Moved Cr Close/Seconded Cr Rose
That Council:*

- (1) Endorse the Shire of Yilgarn Community Enhancement Fund Policy, as presented.*
- (2) Endorse, by absolute majority, the establishment of the Community Enhancement Fund Advisory Committee.*
- (3) Endorse the Community Enhancement Fund Advisory Committee Terms of Reference, as presented.*
- (4) Endorse the establishment of a Community Enhancement Fund Reserve account via the 2025/2026 annual budget process.*
- (5) Endorse the CEO to undertake minor grammatical or formatting changes to the endorsed documentation if required, on the condition it does not change the intent of the document or its content.*

CARRIED (6/0)

*Cr's For: Della Bosca, Close, Bradford, Guerini, Granich, Rose
Cr's Against: Nil*

9.1.4 Proposed Leasehold Tenure - 74 Procyon Street, Southern Cross

File Reference	00302-2022
Disclosure of Interest	None
Voting Requirements	Simple Majority
Author	Kelly Watts - Regulatory Services Officer
Attachments	Aerial Map Tenure Map

Purpose of Report

For Council to consider a referral from the Department of Planning, Lands and Heritage (DPLH) regarding a request from Westdrill Pty Ltd to seek freehold title of 74 Procyon street, Southern Cross.

Background

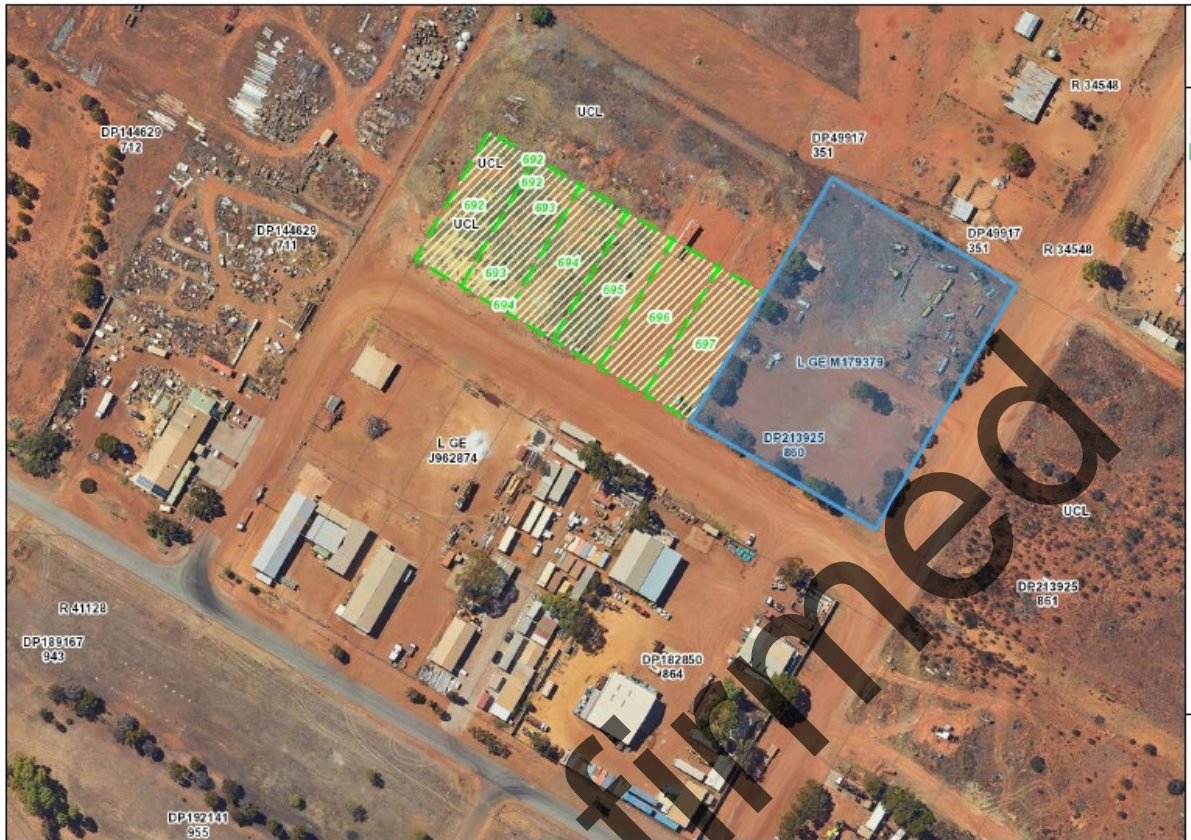
The site is currently subject to a crown lease (M179379) as registered on the title, for 'Light Industry' purposes. However, the lease was not reissued due to breaches. In July 2023, the Land Divestment Team (LDT) investigated the potential divestment of the site, but this was halted due to Native Title implications.

The Department of Planning, Lands, and Heritage (Department) was exploring a leasehold tenure option, as proposed by Westdrill Pty Ltd for a 5-year period with a 5-year option for the purpose of 'Storage & Laydown.'. The proponent now wishes to proceed with a freehold proposal instead.

The Department has sought the Shire of Yilgarn's comments or objections to a freehold proposal of Lot 860 on Deposited Plan 213925, being 74 Procyon Street, Southern Cross to Westdrill Pty Ltd.

Comment

An aerial map and tenure map is provided as attachments, and an excerpt from the aerial map is provided overpage.



Statutory Environment

Nil.

Strategic Implications

Strategic Community Plan

GOAL 7. Essential services and infrastructure enable local economic growth

7.5 Identify the need for light industrial land development and opportunities this can attract

Policy Implications

Nil.

Financial Implications

Nil.

Risk Implications

Risk Category	Description	Rating (Consequence x Likelihood)	Mitigation Action
Health/People	Nil	Nil	Nil
Financial Impact	Nil	Nil	Nil
Service Interruption	Nil	Nil	Nil
Compliance	Nil	Nil	Nil
Reputational	Nil	Nil	Nil
Property	Nil	Nil	Nil
Environment	Nil	Nil	Nil

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

Officer Recommendation

68/2025

Moved Cr Close/Seconded Cr Guerini

That Council endorse the following response to the Department of Planning, Lands and Heritage:

The Shire of Yilgarn have no objections to Lot 860 on Deposited Plan 213925, known as 74 Procyon Street, Southern Cross being divested as a freehold title.

CARRIED (6/0)

*Cr's For: Della Bosca, Close, Bradford, Guerini, Granich, Rose
Cr's Against: Nil*

9.1.5 Request for Comment - Covalent Lithium Works Approval Amendment Application

File Reference

Disclosure of Interest

None

Voting Requirements.

Simple Majority

Author

Kelly Watts – Regulatory Services Officer

Attachments

Application Form

Purpose of Report

For Council to provide comment to the Department of Water and Environmental Regulation regarding an application by Covalent Lithium Pty Ltd to amend their works approval.

Background

The application relates to the Mt Holland Mine, located on mining tenement G77/137, M77/1066 and M77/1080.

The application form is provided as an attachment, however in summary, the proposal is to commence the second stage of raising Tailings Storage Facility 1.

As per the application form:

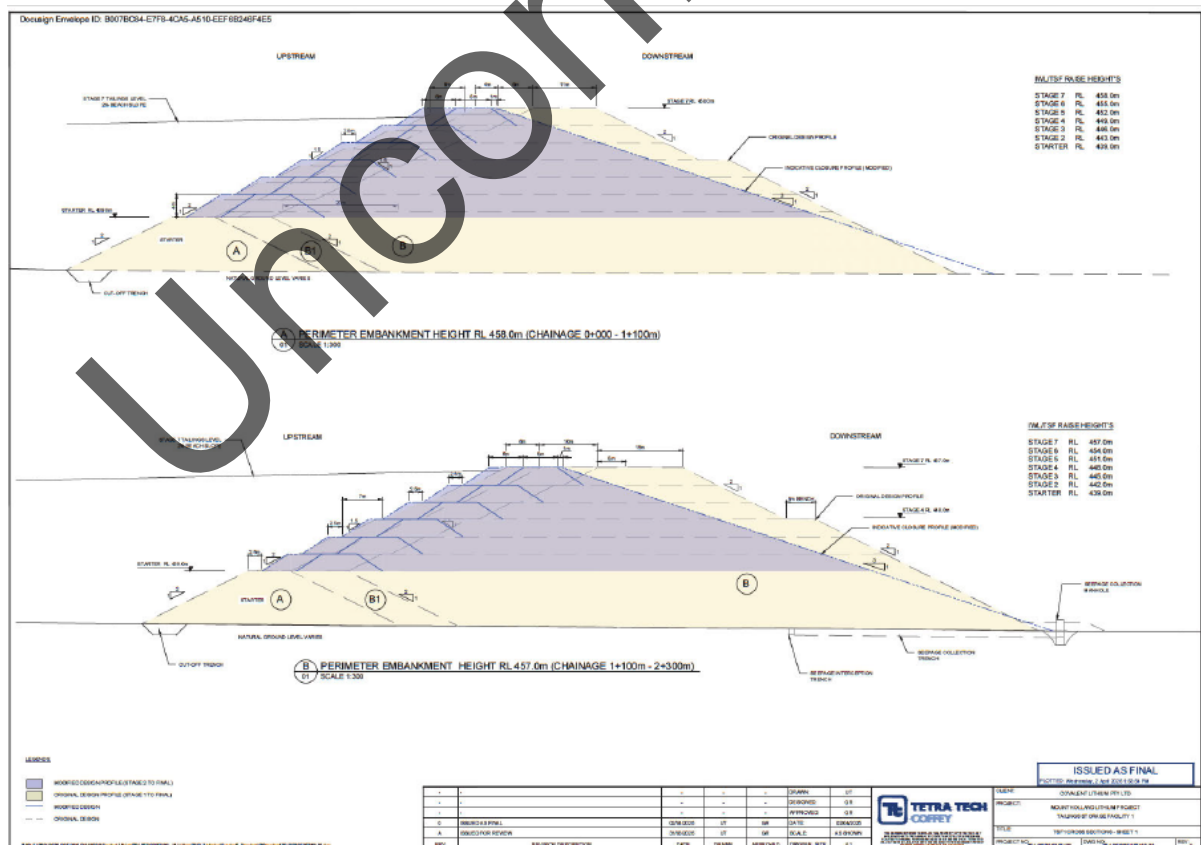
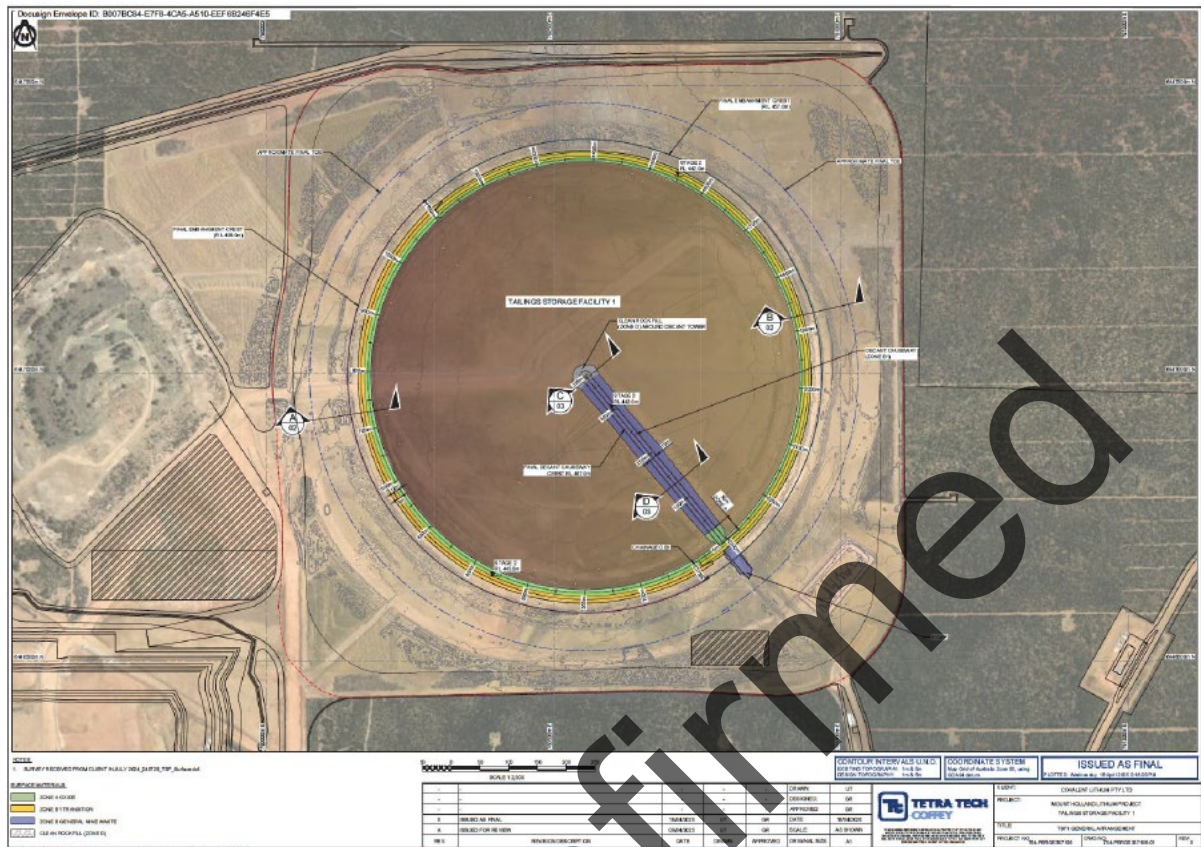
TSF1 was designed as an Integrated Waste Landform (IWL) / TSF, with the design intent to construct progressively with a starter embankment and then to raise progressively in six stages downstream via zoned earthworks construction.

Construction of the starter stage (Stage 1) of the facility was completed in April 2023.

In scoping and construction of the Stage 2 lift several design modifications have been identified. This amendment seeks to modify the infrastructure design and construction requirements as follows:

See over-page for application extracts detailing changes to stage 2 designs and relevant designs and layout plans.

Item	Current	Modified	Justification
2	Height of TSF stage 2 embankment raise to be a maximum of 3 meters (RL 442 m AHD).	Height of TSF stage 2 embankment raise to be a maximum of 4 meters (RL 443 m AHD).	NW to SE embankment raised to RL 443m to include western overtopping bund shown in the design which is 1m higher than the opposite embankment.
3	Height of TSF stage 3 embankment raise to be a maximum of 3 meters (RL 445 m AHD).	Height of TSF stage 3 embankment raise to be a maximum of 3 meters (RL 446 m AHD).	
4	Height of TSF stage 4 embankment raise to be a maximum of 3 meters (RL 448 m AHD).	Height of TSF stage 3 embankment raise to be a maximum of 3 meters (RL 449 m AHD).	
2,3,4	Layout and general arrangement as specified in Figure 4 and Figure 5 of Schedule 1	Reference remains the same. Figures changed to include above maximum RL heights.	
Figure 4	Zone A Stage 1 crest berm 1.5m.	Zone A Stage 1 crest berm 2.5m.	Constructability to retain active tailings line during build.
	Upstream batter slope of Zones A and B1 of 1V:2H.	Upstream batter slope of Zones A and B1 of 1V:1.5H for stages 2 onwards.	Enable Zone A and B1 crest to be maintained with 2.5m berm for constructability.
	Traffic-compacted Zone B1 (minimum crest width of 10 m).	Traffic-compacted Zone B1 – crest width of 6m.	Zone B1 crest width was adjusted to accommodate construction with a smaller fleet. TTC memo (Att 8A) confirm no impact to stability, initial wider design was to accommodate mining fleet.
Figure 5	Stage 2 decant tower rockfill surround 10m wide; causeway crest 8m wide.	Widened to 20m and 15m respectively.	To facilitate continuous decant operation during causeway raising.



Comment

Nil.

Statutory Environment

Nil.

Strategic Implications

Nil.

Policy Implications

Nil.

Financial Implications

Nil.

Risk Implications

Risk Category	Description	Rating (Consequence x Likelihood)	Mitigation Action
Health/People	Spills & Leaks	Low (4)	Corrective actions to be taken to ensure no escape of water
Financial Impact	Nil	Nil	Nil
Service Interruption	Nil	Nil	Nil
Compliance	Nil	Nil	Nil
Reputational	Spills & Leaks	Low (4)	Ensure controls are implanted to manage any potential impact to environment, Flora and Fauna, and groundwater.
Property	Nil	Nil	Nil
Environment	Spills & Leaks	Low (4)	Corrective actions to be taken to ensure no escape of water

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

Officer Recommendation

68/2025

Moved Cr Close/Seconded Cr Guerini

That Council endorse the following response to the Department of Water and Environmental Regulation:

In relation to the application by Covalent Lithium pertaining to an amendment to works approval W6673/2022/1 under Division 3 Part V of the Environmental Protection Act 1986 at Mt Holland Mine being located on mining tenement G77/137, M77/1066 and M77/1080, the Shire of Yilgarn have no objections.

CARRIED (6/0)

Cr's For: Della Bosca, Close, Bradford, Guerini, Granich, Rose

Cr's Against: Nil

9.2 Reporting Officer - Executive Manager Corporate Services

9.2.1 Financial Reports - May 2025

File Reference	8.2.3.2
Disclosure of Interest	Nil
Voting Requirements	Simple Majority
Author	Cameron Watson - Executive Manager Corporate Services
Attachments	Financial Reports

Purpose of Report

To consider the Financial Reports

Background

Enclosed for Council's information are various financial reports that illustrate the progressive position of Council financially on a month-by-month basis.

The following reports are attached and have been prepared as at the 31 May 2025.

- Rates Receipt Statement
- Statement of Investments
- Monthly Statement of Financial Activity

Councillors will be aware that it is normal practice for all financial reports to be indicative of Council's current Financial Position as at the end of each month.

Comment

Nil.

Statutory Environment

Local Government (Financial Management) Regulations 1996

34. Financial activity statement required each month (Act s. 6.4)

(1A) In this regulation —

committed assets means revenue unspent but set aside under the annual budget for a specific purpose.

- (1) A local government is to prepare each month a statement of financial activity reporting on the revenue and expenditure, as set out in the annual budget under regulation 22(1)(d), for that month in the following detail —
 - (a) annual budget estimates, taking into account any expenditure incurred for an additional purpose under section 6.8(1)(b) or (c); and
 - (b) budget estimates to the end of the month to which the statement relates; and
 - (c) actual amounts of expenditure, revenue and income to the end of the month to which the statement relates; and
 - (d) material variances between the comparable amounts referred to in paragraphs (b) and (c); and
 - (e) the net current assets at the end of the month to which the statement relates.
- (2) Each statement of financial activity is to be accompanied by documents containing —
 - (a) an explanation of the composition of the net current assets of the month to which the statement relates, less committed assets and restricted assets; and
 - (b) an explanation of each of the material variances referred to in subregulation (1)(d); and
 - (c) such other supporting information as is considered relevant by the local government.
- (3) The information in a statement of financial activity may be shown —
 - (a) according to nature and type classification; or
 - (b) by program; or
 - (c) by business unit.
- (4) A statement of financial activity, and the accompanying documents referred to in subregulation (2), are to be —
 - (a) presented at an ordinary meeting of the council within 2 months after the end of the month to which the statement relates; and
 - (b) recorded in the minutes of the meeting at which it is presented.
- (5) Each financial year, a local government is to adopt a percentage or value, calculated in accordance with the AAS, to be used in statements of financial activity for reporting material variances.

Strategic Implications

Nil

Policy Implications

Nil.

Financial Implications

Nil.

Risk Implications

Risk Category	Description	Rating (Consequence x Likelihood)	Mitigation Action
Health/People	Nil	Nil	Nil
Financial Impact	Monthly snapshot of Councils financial position	Moderate (6)	Ongoing review of Councils operations
Service Interruption	Nil	Nil	Nil
Compliance	LG (Financial Management) Regulations 1996	Moderate (6)	Adherence to statutory requirements
Reputational	Nil	Nil	Nil
Property	Nil	Nil	Nil
Environment	Nil	Nil	Nil

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

Officer Recommendation

69/2025

Moved Cr Bradford/Seconded Cr Granich

That Council endorse the various Financial Reports as presented for the period ending 31 May 2025.

CARRIED (6/0)

Cr's For: Della Bosca, Close, Bradford, Guerini, Granich, Rose

Cr's Against: Nil

Unconfirmed

9.2 Reporting Officer - Executive Manager Corporate Services

9.2.2 Accounts for Payment - May 2025

File Reference	8.2.1.2
Disclosure of Interest	Nil
Voting Requirements	Simple Majority
Author	Steven Chilcott - Finance Officer
Attachments	Accounts for Payment

Purpose of Report

To consider the Accounts Paid under delegated authority.

Background

- Municipal Fund – Cheques 41326 to 41330 totalling \$3,769.11
- Municipal Fund - EFT 16524 to 16683 totalling \$1,262,652.68
- Municipal Fund – Cheques 2615 to 2622, 2624 to 2633 and 2635 totalling \$310,326.30
- Municipal Fund - Direct Debit Numbers:
 - 19731.1 to 19731.16 totalling \$28,615.31
 - 19748.1 to 19748.15 totalling \$29,207.60

The above are presented for endorsement as per the submitted list

Comment

Nil.

Statutory Environment

Local Government Act 1995

5.42. Delegation of some powers and duties to CEO

- (1) A local government may delegate* to the CEO the exercise of any of its powers or the discharge of any of its duties under —
 - (a) this Act other than those referred to in section 5.43; or
 - (b) the *Planning and Development Act 2005* section 214(2), (3) or (5).

* Absolute majority required.

- (2) A delegation under this section is to be in writing and may be general or as otherwise provided in the instrument of delegation.

Local Government (Financial Management) Regulations 1996

12. Payments from municipal fund or trust fund, restrictions on making

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

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

- (1) If the local government has delegated to the CEO the exercise of its power to make payments from the municipal fund or the trust fund, a list of accounts paid by the CEO is to be prepared each month showing for each account paid since the last such list was prepared —
 - (a) the payee's name; and
 - (b) the amount of the payment; and
 - (c) the date of the payment; and
 - (d) sufficient information to identify the transaction.
- (2) A list of accounts for approval to be paid is to be prepared each month showing —
 - (a) for each account which requires council authorisation in that month —
 - (i) the payee's name; and
 - (ii) the amount of the payment; and
 - (iii) sufficient information to identify the transaction;and
 - (b) the date of the meeting of the council to which the list is to be presented.
- (3) A list prepared under subregulation (1) or (2) is to be —
 - (a) presented to the council at the next ordinary meeting of the council after the list is prepared; and
 - (b) recorded in the minutes of that meeting.

Strategic Implications

Nil

Policy Implications

Council Policy 3.11 – Timely Payment of Suppliers

Financial Implications

Drawdown of Bank funds

Risk Implications

Risk Category	Description	Rating (Consequence x Likelihood)	Mitigation Action
Health/People	Transactions require two senior managers to approve.	Moderate (8)	Transactions require two senior managers to sign cheques or approve bank transfers.
Financial Impact	Reduction in available cash.	Moderate (5)	Nil
Service Interruption	Nil	Nil	Nil
Compliance	Local Government (Financial Management) Regulations 1996	Moderate (6)	Adherence to statutory requirements
Reputational	Non or late payment of outstanding invoices and/or commitments	Moderate (9)	Adherence to Timely Payment of Suppliers Policy
Property	Nil	Nil	Nil
Environment	Nil	Nil	Nil

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

Officer Recommendation

70/2025

Moved Cr Bradford/Seconded Cr Close

That Council endorse the following accounts for payment, as per the submitted lists:

- *Municipal Fund - Cheques 41326 to 41330 totalling \$3,769.11*
- *Municipal Fund - EFT 16524 to 16683 totalling \$1,262,652.68*
- *Municipal Fund - Cheques 2615 to 2622, 2624 to 2633 and 2635 totalling \$310,326.30*
- *Municipal Fund - Direct Debit Numbers:*
 - *19731.1 to 19731.16 totalling \$28,615.31*
 - *19748.1 to 19748.15 totalling \$29,207.60*

CARRIED (6/0)

Cr's For: Della Bosca, Close, Bradford, Guerini, Granich, Rose

Cr's Against: Nil

9.2 Reporting Officer - Executive Manager Corporate Services

9.2.3 Rate Repayment Proposal - Assessment A1670

File Reference	8.1.1.6 & A1670
Disclosure of Interest	Nil
Voting Requirements	Absolute Majority
Author	Cameron Watson - Exec Manager Corporate Services
Attachments	A1670 - Proposal Financial Model

Purpose of Report

Council is requested to consider a Rate Repayment Proposal relating to the outstanding Rates and Charges that have accrued against Assessment A1670.

Background

At the March 2025 meeting of Council, Council declined to accept a repayment arrangement proposed for the residential property located at 80 Antares Street, which currently has been seized by Council and is awaiting sale by public auction. The original resolution was the following:

31/2025

Moved Cr Close/Seconded Cr Newbury

That Council declines to accept the following proposal for the repayment of rates and charge due on Assessment A1670:

- 1. Waive the outstanding interest amount, being - \$2,443.57***
- 2. Write off the incurred legal expenses. being - \$3,678.23***
- 3 Make periodic payments to clear \$7,826.77 of non-deferred rates prior to 30 June 2025.***
- 4. Leave the amount of \$9,166.57 as deferred with an indeterminate payment date.***

CARRIED (7/0)

The reasoning for declining to accept the proposed repayment arrangement was because the proposal would require incurred debt to be written off and its failing to acknowledge that rates and charges would continue to accrue on an annual basis. This proposal did not factor these in and as proposed, would take over a decade to resolve the outstanding rates and charges issues.

Comment

Since the March meeting, Management and staff have been involved in mediation with the owner and his representatives facilitated by the State Administrative Tribunal. The latest round resulted in a revised proposal being received from his legal advisor, Ms Belinda Moharich of Moharich and More, as follows:

Dear Cameron

*Thank you for returning my call. As discussed, the bones of the offer proposed by Mr **** is as follows –*

A request to the local government -

- To waive both the accrued interest and future interest of the amount in arrears;*
- To waive the legal fees which have been incurred to date;*
- To allocate of the amounts paid by Mr **** to date to the current rates;*

*A commitment from Mr **** to make the following payments -*

- A lump sum of \$2000, payable on the day that the Council approves the payment plan;*
- A lump sum of \$3000, payable on 1 August 2025;*
- A fortnightly payment of \$150 until the debt is cleared. I am instructed that this amounts to a period of 3 years for the debt to be cleared.*
- Further, as discussed, Mr **** intended ramping up his 'Containers for Change' work, which will allow him to make regular ad hoc payments to further reduce the outstanding debt as quickly as possible.*

Please let me know if you require any further information

Belinda Moharich
Director

Attached to this item is financial modelling relating to the above proposal. Items that have not been included in the above proposal but are included in the model are:

1. Recognition of the ongoing raising of rates during the timeframe of the proposal; and
2. Waiver of Councils \$10 Rate Instalment Fee per instalment being \$1,580.

As can be seen, the repayment proposal will take 6 years to clear the outstanding amounts and not the three suggested in the email from the ratepayers legal advisor.

While there are several major cons to the proposal, the only pro would be that if Council was to accept the proposal there would not be a requirement to offer the property for sale resulting in a relatively small saving of ~\$2,200 in sale, legal and transfer fees.

The cons against this proposal are:

1. It would set an extremely bad precedent for other ratepayers not to pay what they owe and subsequently, when their property is seized; provide a sound reason to request large write off's / waivers of legitimate income / recovery of costs;
2. Public perception will be that you can ignore legitimate requests to pay what is owed and at the end of the day gain a benefit;

3. It will show that it is acceptable to unreasonably financially burden the community that they have elected to live amongst and would show Council will do nothing; and
4. The proposed repayment schedule will entail 5 and a half years to satisfy the full debt.

As it stands the presented recommendation will be based on two options; option one, to accept OR option two, decline as this decision should be as transparent as possible and be made by Councillors and not via any other form of influence.

Statutory Environment

Local Government Act 1995

6.64. Actions to be taken

- (1) If any rates or service charges which are due to a local government in respect of any rateable land have been unpaid for at least 3 years the local government may, in accordance with the appropriate provisions of this Subdivision take possession of the land and hold the land as against a person having an estate or interest in the land and —
 - (a) from time to time lease the land; or
 - (b) sell the land; or
 - (c) cause the land to be transferred to the Crown; or
 - (d) cause the land to be transferred to itself.
- (2) On taking possession of any land under this section, the local government is to give to the owner of the land such notification as is prescribed and then to affix on a conspicuous part of the land a notice, in the form or substantially in the form prescribed.
- (3) Where payment of rates or service charges imposed in respect of any land is in arrears the local government has an interest in the land in respect of which it may lodge a caveat to preclude dealings in respect of the land, and may withdraw caveats so lodged by it.

Local Government (Financial Management) Regulations 1996

72. Notification prescribed (Act s. 6.64(2))

For the purposes of section 6.64(2) the notification to be given by a local government on taking possession of land under that section is to be in the form of Form 2.

Rates and Charges (Rebates and Deferrals) Act 1992

44. Deferred payment of rates by eligible pensioner

- (1) Where an eligible pensioner who is a registered person does not pay, or does not wholly pay, the rebated amount of any charge by the day determined in accordance with subsection (2A) that person —
 - (a) remains liable for the payment of the full amount of the charge, without rebate; and

- (b) ceases to be authorised to satisfy the liability for the payment of the charge by the payment only of a rebated amount,

but the administrative authority shall not seek to recover the amount, or the balance of the amount owing, from that person, and the liability of that person to pay that amount or that balance may be deferred until such time as it becomes payable in accordance with subsection (2).

- (2A) For the purposes of subsection (1) the day is —

- (a) if paragraphs (b) or (c) do not apply —

- (i) if the charge is a Water Corporation charge — the final payment day; or
- (ii) if the charge is not a Water Corporation charge — the last day of the charged period;

or

- (b) if the person has been allowed an extended period under section 40(3A) — the last day of that period; or

- (c) if a period has been specified under section 42(2) — the last day of that period.

- (2) Prescribed charges, liability for the payment of which is deferred under this Act, become payable and may be recovered by the administrative authority if the person liable for the payment —

- (a) dies, unless section 45(1) applies; or

- (b) ceases to be a person entitled to the land; or**

- (c) ceases to occupy the land as their ordinary place of residence, unless —

- (i) a person to whom section 31(1) applies continues to reside there; or
- (ii) residence there by that person ceased by reason of ill-health, frailty or other cause not within the control of that person; or
- (iii) residence there by that person ceased upon that person ceasing to live together with a spouse or de facto partner there, but that spouse or de facto partner remains there, and section 45(2) applies;

or

- (d) being a person to whom section 19 applies, is notified in writing that under section 21 the administrative authority has determined that the allowing of deferment can no longer be justified,

whichever happens first.

- (3) Where the liability for the payment of prescribed charges is deferred as regards any land to which several persons are entitled, being owners as tenants in common of undivided shares in the land, then notwithstanding the provisions of any other Act the liability for the payment of the charges to which the deferral relates attaches only to —

- (a) the specific part of that land to which an assessment of the kind referred to in section 43(3) related; and

- (b) the charge on that part of the land in so far as it remains unpaid.

[Section 44 amended: No. 28 of 2003 s. 172; No. 13 of 2007 s. 12; No. 4 of 2013 s. 13.]

The recommendation that follows is consistent with the legislative requirements.

Strategic Implications

There are no strategic implications as a result of this report.

Policy Implications

There are no policy implications as a result of this report.

Financial Implications

If the proposed repayment agreement is accepted then there would be a loss of \$3,336.06 of accrued Interest income & all future Interest income; \$3,678.23 of recoverable expenditure as well as \$1,580 of applicable instalment fees, giving a direct known loss of \$8,594.26

Risk Implications

Risk Category	Description	Rating (Consequence x Likelihood)	Mitigation Action
Health/People	Nil	Nil	Nil
Financial Impact	Loss of interest income and recoverable expenditure	High (15)	Decline accepting proposal
Service Interruption	Nil	Nil	Nil
Compliance	Nil	Nil	Nil
Reputational	Significant precedent set for Ratepayers to decline to pay	High (12)	Decline accepting proposal
Property	Nil	Nil	Nil
Environment	Nil	Nil	Nil

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

Officer Recommendation

OPTION 1:

That Council accepts the following proposal for the repayment of rates and charge due on Assessment A1670, being:

- 1. Waive the outstanding interest amount, being - \$3,336.06;*
- 2. Waive the application of future overdue interest calculations until the debt is fully satisfied;*
- 3. Waive the application of Rate Instalment Fees for all instalments associated with this repayment agreement;*
- 4. Write off the incurred legal expenses, being - \$3,678.23;*
- 5. Accepts a lump sum payment of \$2,000 on or within 48 hours of notification of the acceptance of this repayment agreement;*
- 6. Accepts a lump sum payment of \$3,000 on or before the 1st August 2025;*
- 7. Accept instalments of \$150 per fortnight payable until the current rates and charges debt and any rates and charges debt applied during the repayment agreement are fully satisfied;*
- 8. On any default without prior notice, Council approves staff to recommence the seizure for sale proceedings as of their current standing, without further reference to Council; and*
- 9. Any approved default will be made good over the next two (2) instalments.*

OR

OPTION 2:

That Council declines to accept the proposed repayment agreement for the repayment of rates and charge due on Assessment A1670.

Council Decision

71/2025

Moved Cr Granich/Seconded Cr Close

That Council endorse laying on the table item 9.2.3 Rate Repayment Proposal - Assessment A1670.

CARRIED (6/0)

Cr's For: Della Bosca, Close, Bradford, Guerini, Granich, Rose

Cr's Against: Nil

Unconfirmed

10 APPLICATIONS FOR LEAVE OF ABSENCE

Nil.

11 MOTIONS FOR WHICH PREVIOUS NOTICE HAS BEEN GIVEN

Nil.

12 NEW BUSINESS OF AN URGENT NATURE INTRODUCED BY DECISION OF THE MEETING

72/2025

Moved Cr Bradford/Seconded Cr Rose

That by decision of Council the new business of an urgent nature be accepted for consideration.

CARRIED (6/0)

Cr's For: Della Bosca, Close, Bradford, Guerini, Granich, Rose

Cr's Against: Nil

12.1 Late Item

12.1.1 Presiding and Deputy Presiding Members on Shire Committees

File Reference	
Disclosure of Interest	None
Voting Requirements	Absolute Majority
Author	Nic Warren - Chief Executive Officer
Attachments	Nil

Purpose of Report

For Council to endorse by absolute majority the presiding and deputy presiding members on Council committees.

Background

Amendments to section 5.12 of the *Local Government Act 1995* require councils to appoint new committee presiding members and deputy presiding members by 1 July 2025. These appointments must be made by an absolute majority decision of the council from this point forward.

This change was introduced to assist the local government sector in removing the need for the conduct of a secret preferential ballot at a committee meeting, and to give council's the role of deciding the leadership of council committees.

Comment

The Shire has a number of committees and the following Presiding and Deputy Presiding Members are proposed based on the incumbent presiding members:

Shire of Yilgarn Audit Committee

Presiding Member: Jodie Cobden
Deputy Presiding Member: Cr Wayne Della Bosca

Bushfire Advisory Committee

Presiding Member: Leigh Dal Busco – Chief Bush Fire Control Officer
Deputy Presiding Member: Cr Wayne Della Bosca

Local Emergency Management Committee

Presiding Member: Cr Wayne Della Bosca
Deputy Presiding Member: Cr Bryan Close

Shire of Yilgarn History Museum Advisory Committee

Presiding Member: Cr Lisa Granich

Shire of Yilgarn Tourism Advisory Committee

Presiding Member: Cr Linda Rose

Shire of Yilgarn Roads Committee

Presiding Member: Cr Bryan Close

Statutory Environment

5.12. Presiding members and deputies

(1) *The local government must appoint* a member of a committee to be the presiding member of the committee.*

** Absolute majority required.*

(2) *The local government may appoint* a member of a committee to be the deputy presiding member of the committee.*

** Absolute majority required.*

Strategic Implications

Nil.

Policy Implications

Nil.

Financial Implications

Nil.

Risk Implications

Risk Category	Description	Rating (Consequence x Likelihood)	Mitigation Action
Health/People	Nil	Nil	Nil
Financial Impact	Nil	Nil	Nil
Service Interruption	Nil	Nil	Nil
Compliance	None compliance with Section 5.12 of the LG Act 1995.	Low (3)	Items addresses requirements for section 5.12.
Reputational	Nil	Nil	Nil
Property	Nil	Nil	Nil
Environment	Nil	Nil	Nil

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

Recommendation

73/2025

Moved Cr Close/Seconded Cr Guerini

That Council, by absolute majority, endorse the following Presiding Members and Deputy Presiding Members where relevant for the various Shire of Yilgarn Committees:

Shire of Yilgarn Audit Committee

Presiding Member: Jodie Cobden

Deputy Presiding Member: Cr Wayne Della Bosca

Bushfire Advisory Committee

Presiding Member: Leigh Dal Busco - Chief Bush Fire Control Officer

Deputy Presiding Member: Cr Wayne Della Bosca

Local Emergency Management Committee

Presiding Member: Cr Wayne Della Bosca

Deputy Presiding Member: Cr Bryan Close

Shire of Yilgarn History Museum Advisory Committee

Presiding Member: Cr Lisa Granich

Shire of Yilgarn Tourism Advisory Committee

Presiding Member: Cr Linda Rose

Shire of Yilgarn Roads Committee

Presiding Member: Cr Bryan Close

CARRIED (6/0)

Cr's For: Della Bosca, Close, Bradford, Guerini, Granich, Rose

Cr's Against: Nil

13 MEETING CLOSED TO THE PUBLIC - CONFIDENTIAL ITEMS

CONFIDENTIAL

74/2025

Moved Cr Granich/Seconded Cr Guerini

That the Ordinary Meeting of Council be close to the public under the Local Government Act 1995 Section 5.23 (2) (c).

CARRIED (6/0)

Cr's For: Della Bosca, Close, Bradford, Guerini, Granich, Rose

Cr's Against: Nil

Kaye Crafter and Shandy Laws left the meeting at 6:10pm.

13.1.1 Social Investment Agreement - Outback Carbon

File Reference	1.3.11
Disclosure of Interest	None
Voting Requirements	Simple Majority
Author	Nic Warren – Chief Executive Officer
Attachments	Social Investment Agreement

Purpose of Report

For Council to endorse execution of a Social Investment Agreement between the Shire of Yilgarn and Outback Carbon, to deliver a Community Grants program.

The matter is deemed confidential due to Outback Carbon's confidentiality clause in the proposed Social Investment Agreement.

Officer Recommendation and Council Decision

75/2025

Moved Cr Bradford/Seconded Cr Rose

That Council endorse the Social Investment Agreement with Outback Carbon as presented and authorise the Chief Executive Officer to execute on behalf of the Shire of Yilgarn.

CARRIED (6/0)

Cr's For: Della Bosca, Close, Bradford, Guerini, Granich, Rose

Cr's Against: Nil

Council Decision

76/2025

Moved Cr Close/Seconded Cr Guerini

That the meeting be reopened to the public

CARRIED (6/0)

Cr's For: Della Bosca, Close, Bradford, Guerini, Granich, Rose

Cr's Against: Nil

Kaye Crafter and Shandy Laws returned the meeting at 6:11pm.

Council Decision - Public

77/2025

Moved Cr Bradford/Seconded Cr Rose

That Council endorse the Social Investment Agreement with Outback Carbon as presented and authorise the Chief Executive Officer to execute on behalf of the Shire of Yilgarn.

CARRIED (6/0)

Cr's For: Della Bosca, Close, Bradford, Guerini, Granich, Rose

Cr's Against: Nil

14 CLOSURE

As there was no further business to discuss, the Shire President declared the meeting closed at 6:12pm.

I, Wayne Della Bosca, confirm the above Minutes of the Meeting held on Thursday, 19 June 2025, are confirmed on Thursday, 17 July 2025 as true and correct record of the June 2025 Ordinary Meeting of Council.

Cr Wayne Della Bosca
SHIRE PRESIDENT

Great Eastern Country Zone Minutes

Friday, 13 June 2025

**Hosted by the Shire of Kellerberrin
Shire of Kellerberrin Recreation
and Leisure Centre
Commencing at 10:00am**

ZONE STRATEGIC PRIORITIES

The following items are the Zone's priority issues, as resolved at the February 2024 Zone meeting:

- Regional Health Services to include:
 - Hospitals
 - Aged Care
 - Future of Nurse Practitioner Service
- St John Ambulance Service – Impact on Volunteers and the provision of the service generally.
- Regional Subsidiaries
- Transport – Road Network
- Telecommunications
- Education
- Review of GROH Housing and Regional Housing issues
- Waste Management
- Agricultural Land Use

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ATTACHMENTS

The following are provided as attachments to the Minutes:

1. Item 5 Shire of Westonia presentation
2. Item 6.1.2 Department of Energy, Mines, Industry Regulation and Safety presentation
3. Item 8.1 Local Government Reform Webinar 13 slides
4. Item 8.3 Regional Development Australia Wheatbelt Report June 2025
5. Item 11.3 WALGA RoadWise Report June 2025

1. OPENING, ATTENDANCE AND APOLOGIES

1.1. OPENING

The Chair opened the meeting at 10:02am.

1.2. ATTENDANCE

MEMBERS	2 Voting Delegates from each Member Council
Shire of Bruce Rock	President Cr Ram Rajagopalan
	Cr Stephen Strange (State Council Representative)
	Mr Mark Furr, Chief Executive Officer, non-voting
Shire of Cunderdin	President Cr Alison Harris JP
Shire of Kellerberrin	Mr Raymond Griffiths, Chief Executive Officer (voting delegate)
Shire of Merredin	President Cr Donna Crook
	Ms Leah Boehme, A/Chief Executive Officer
Shire of Mount Marshall	President Cr Tony Sachse (Zone Chair)
Shire of Narembeen	President Cr Scott Stirrat
	Ms Rebecca McCall, Chief Executive Officer, non-voting
Shire of Nungarin	President Cr Pippa de Lacy
	Mr David Nayda, Chief Executive Officer, non-voting
Shire of Tammin	President Cr Charmaine Thomson (observer)
	Mr Andrew Malone, Chief Executive Officer (proxy)
Shire of Trayning	President Cr Melanie Brown
Shire of Westonia	President Cr Mark Crees
	Mr Bill Price, Chief Executive Officer, non-voting
Shire of Wyalkatchem	President Cr Owen Garner

Shire of Yilgarn	President Cr Wayne Della Bosca
	Cr Lisa Granich (observer)
	Mr Nic Warren, Chief Executive Officer, non-voting

GUESTS	
Department of Energy, Mines, Industry Regulation	Mr Jai Thomas, Deputy Director General - Coordinator of Energy, (currently Acting Director General), Ms Jodi Cook, General Manager, Communications & Coordination Ms Ellen Barry, Communications Officer
Wheatbelt Development Commission	Mr Grant Arthur, Director Regional Development and Mr Chris Sharples, Senior Regional Development Officer

MEMBERS OF PARLIAMENT
Hon Melissa Price MP, Member for Durack
Mr Lachlan Hunter MLA, Member for Central Wheatbelt

WALGA
Mr Sam McLeod, Manager Commercial Services (Executive Officer)
Ms Lisa Harwood, Principal Policy Advisor Economic Development
Ms Meghan Dwyer, State Council Governance Officer

1.3. APOLOGIES

MEMBERS	
Shire of Cunderdin	Deputy President Cr Tony Smith
	Mr Stuart Hobley, Chief Executive Officer, non-voting
Shire of Dowerin	President Cr Robert Trepp
	Deputy President Cr Nadine McMorran
	Mrs Manisha Barthakur, Chief Executive Officer, non-voting
Shire of Kellerberrin	Deputy President Cr Emily Ryan
Shire of Koorda	President Cr Jannah Stratford
	Deputy President Cr Gary Greaves
	Mr Zac Donovan, Chief Executive Officer, non-voting
Shire of Merredin	Deputy President Cr Renee Manning
	Cr Mark McKenzie
	Mr Craig Watts, Chief Executive Officer, non-voting
Shire of Mount Marshall	Deputy President Cr Nick Gillett
	Mr Ben McKay, Chief Executive Officer, non-voting

Shire of Mukinbudin	President Cr Gary Shadbolt
	Ms Tanika McLennan, A/Chief Executive Officer, non-voting
Shire of Narembeen	Deputy President Cr Holly Cusack
Shire of Nungarin	Deputy President Cr Gary Coumbe
Shire of Tammin	Deputy President Cr Tanya Nicholls
	Cr Nick Caffell
Shire of Trayning	Cr Michelle McHugh
Shire of Westonia	Deputy President Cr Ross Della Bosca
Shire of Wyalkatchem	Deputy President Cr Christy Petchell
	Ms Sabine Taylor, Chief Executive Officer, non-voting
Shire of Yilgarn	Deputy President Cr Bryan Close

GUESTS	
Main Roads WA	Mr Mohammad Siddiqui, Regional Manager Wheatbelt
CBH Group	Ms Kellie Todman, Manager Governance and Industry Relations
Wheatbelt Development Commission	Mr Rob Cossart, Chief Executive Officer Ms Renee Manning, Director Regional Development
Regional Development Australia WA	Mr Josh Pomykala, Director Regional Development
Water Corporation	Ms Rebecca Bowler, Manager Customer & Stakeholder – Goldfields & Agricultural Region
Department of Local Government, Sport and Cultural Industries	Mr Cameron Taylor, Director of Regulatory Reform - LG

MEMBERS OF PARLIAMENT
Hon Steve Martin MLC, Member for Western Australia

WALGA
Ms Tracey Peacock, Regional Road Safety Advisor

2. ACKNOWLEDGEMENT OF COUNTRY

We, the Great Eastern Country Zone of WALGA acknowledge the continuing connection of Aboriginal people to Country, culture and community, and pay our respects to Elders past and present.

3. DECLARATIONS OF INTEREST

Elected Members must declare to the Chairman any potential conflict of interest they have in a matter before the Zone as soon as they become aware of it. Councillors and deputies may be directly or indirectly associated with some recommendations of the Zone and State Council. If you are affected by these recommendations, please excuse yourself from the meeting and do not participate in deliberations.

Nil

4. ANNOUNCEMENTS

Speaker Protocols

Please note the Zone has made minor updates to speaker protocols, which are intended to ensure the full business of the meeting to be dealt with prior to the scheduled closure time, and to allow maximum possible time for questions and discussion with delegates.

All invited speakers have been advised of the updated protocols.

5. LOCAL GOVERNMENT 'VIRTUAL HOST'

The **Shire of Westonia** made a presentation at the meeting (Attachment 1).

The Shire of Trayning is invited to make a presentation to next Zone meeting, in August.

6. GUEST SPEAKERS / DEPUTATIONS

6.1. SPEAKERS FOR THE JUNE ZONE MEETING

6.1.1. LISA HARWOOD, PRINCIPAL POLICY ADVISOR, ECONOMIC DEVELOPMENT, WALGA

Ms Harwood manages WALGA's ongoing policy work on energy.

- Provided a brief overview of the Ministerial forum held on 12 June
- Provided a brief update on energy and land use policy matters, (see also item on DAPs at item 9.2.2 and 13.2)
- Introduced Mr Jai Thomas, Coordinator of Energy

Noted

6.1.2. MR JAI THOMAS, COORDINATOR OF ENERGY, ACTING DIRECTOR GENERAL OF THE DEPARTMENT OF ENERGY, MINES, INDUSTRY REGULATION AND SAFETY

- Provided reflections on the Ministerial forum held on 12 June
- Provided remarks or a general update on energy policy relevant to the Zone recognising the appointment of the new Minister for Energy, the Hon Amber-Jade Sanderson MLA, and the recent State and General election results.

The presentation slides are provided as an attachment (Attachment 2).

Noted

7. MEMBERS OF PARLIAMENT

Any Members of Federal and State Government in attendance were invited to provide a brief update on matters relevant to the Zone.

- Hon Melissa Price MP, Member for Durack
- Mr Lachlan Hunter MLA, Member for Central Wheatbelt

Noted

8. AGENCY REPORTS

The Zone appreciates and prefers written updates (circulated with the agenda) wherever possible. Agency representatives are invited to make brief (5 minute) remarks if the speaker wishes to provide context or a further update on a specific matter.

The Zone appreciates if time can be left for questions, typically for around 10 minutes. Briefings on a significant policy proposal or contentious topic are to be dealt with by the agency representative attending as a Guest or Keynote Speaker (item 6).

8.1. DEPARTMENT OF LOCAL GOVERNMENT, SPORT AND CULTURAL INDUSTRIES

Cameron Taylor, Director of Regulatory Reform was an apology for the meeting.

The DLGSC report was provided with the Agenda.

Slides from the recent reform webinar (11 June 2025) which provided an update on the status of reforms and the topics of interest were provided. These slides are attached to the Minutes (Attachment 3).

Noted

8.2. WHEATBELT DEVELOPMENT COMMISSION

Mr Grant Arthur, Director Regional Development

Mr Arthur provide a brief update on WDC activities.

Noted

8.3. REGIONAL DEVELOPMENT AUSTRALIA WHEATBELT

Josh Pomykala, Director Regional Development was an apology for the meeting. The RDAW report for June is provided as an attachment (Attachment 4).

Noted

8.4. MAIN ROADS WESTERN AUSTRALIA

Mohammad Siddiqui, Regional Manager Wheatbelt is an apology for this meeting. Main Roads WA advised there is no report for tabling.

Noted

8.5. WATER CORPORATION

Rebecca Bowler, Manager Customer and Stakeholder was an apology for the meeting.

Ahead of the meeting, the Water Corporation advised the Zone of the [WA Government Media Release: Major budget boost to water supply for Goldfields and Wheatbelt](#). At the meeting, a Zone Member raised a query in relation to potential changes in afterhours arrangements for water infrastructure repairs, which were raised with the Water Corporation following the meeting.

Noted

9. MINUTES

9.1. CONFIRMATION OF MINUTES FROM THE GREAT EASTERN COUNTRY ZONE MEETING HELD ON 10 APRIL 2025

The Minutes of the Great Eastern Country Zone meeting held on 10 April 2025 were previously circulated to Member Councils.

RESOLUTION

Mover: Shire of Bruce Rock

Seconder: Shire of Yilgarn

That the Minutes of the meeting of the Great Eastern Country Zone held on 10 April 2025 be confirmed as a true and accurate record of the proceedings.

CARRIED

9.2. BUSINESS ARISING FROM THE MINUTES OF THE GREAT EASTERN COUNTRY ZONE MEETING HELD ON 10 APRIL 2025

9.2.1. POTENTIAL INITIATIVES TO INVEST EXCESS CASH RESERVES

Following discussions at the Zone meeting held on 10 April 2025, a proposed set of initiatives to proceed with is proposed for consideration. There is approximately \$200,000 in reserve.

This proposed raised by delegates at the Zone meeting on 10 April 2025 for the Zone to support members to attend the Local Government Convention and training was split into two separate proposals (one for the Convention and one for other for training) to enable careful consideration of each potential initiative.

At its meeting on 4 June, the Zone Executive Committee, resolved as follows:

The Executive Committee recommend to the Zone:

1. The following initiative proposals and sub-options, in order of priority, for discussion and decision:
 - a. Zone delegation to Perth for specific zone Advocacy/Engagement Aims as proposed (approx. \$12,500)
 - b. WALGA Council Member Essentials Training in the Zone (face to face) as proposed (approx. \$24,000)
 - c. Funding for Delegates to attend the Local Government Convention, with the proposal details amended as follows:
 - one elected member
 - \$500 per Local Government
 - For an elected member who may not normally be able to attend e.g. if a Local Government President and Deputy President are normally approved to attend, the elected member must be someone other than the President or Deputy President.
2. Continue the existing eLearning Subscription grant for Local Governments (\$2,000 per Local Government purchasing an eLearning Subscription).

This paper therefore presents the initiatives, in priority order, for consideration of the Zone.

It should be noted that previous Zone programs have generally resulted in lower than expected actual expenditure. The following initiatives are proposed for inclusion in the budget (see item 0). However, it is considered unlikely that the full budget allocation for all of these initiatives would be expended.

Proposed Priority 1: Fund a Zone delegation to Perth for specific zone Advocacy/Engagement Aims (Approx. \$12,500)

It is proposed that a delegation to Perth during a Parliamentary sitting week is planned for the first half of 2026. This could be a standalone delegation, or held as part of a Perth-based or hybrid Zone meeting (similar to the practice of the Pilbara and Kimberley Zones) in April/May 2026.

It is envisaged that this would involve a two-night stay, with the potential for one delegate from each Zone Local Government. This delegation could also involve:

- Meetings with Ministers, Members of Parliament, and Party Leaders;
- A Parliamentary dinner (typically a Tuesday only);
- Meetings with key agencies and organisations (PoweringWA, Telstra, Synergy, etc.);
- Professional development opportunities for matters or topics of interest to Zone delegates; and
- Earned media opportunities.

The estimated costs are below:

Item	Notes	Indicative Budget
Accommodation	Assume 12 delegates, two nights, \$300 per room per night (inc. parking etc.)	Approx. \$7,200
Arrival Dinner	Opportunity to hold dinner with key stakeholders	\$1,000-\$2,000
Travel and incidental costs allowance per delegate (per diem)	Assume 12 delegates, three days, \$100 per day	Approx. \$3,600
Approximate total (estimate only)		Approx. \$12,500

These costs are an indicative estimate only, and a more detailed budget would be developed if this initiative is progressed. This could also become a biennial event held on the year in which there is no Zone Conference/Forum.

If this model proves successful, a similar trip to Canberra/ALGA could be planned for a later time. A trip to Canberra would involve additional air fare, ground transport, accommodation, and staffing expenses and is estimated at approximately \$35,000.

Proposed Priority 2: WALGA Council Member Essentials Training in the Zone (face to face) (Approx. \$24,000 – depending on options)

This initiative follows the proposal by delegates at the Zone meeting on 10 April 2025. Training provides ongoing benefits for members, and can promote Council Member and staff ongoing development and retention.

The Zone currently provides a Training Rebate for Council Member Essentials. The guidelines of this rebate are:

- A Local Government is required to purchase the WALGA eLearning Subscription for Council Member Essentials training. For Band 4 Local Governments for 2024/2025 this cost of the eLearning Subscription is \$5,040.
- The attractiveness of the eLearning subscription is at its maximum following Local Government elections - when council members may be required to undertake the training.

Previous take up of the rebate has been limited, and thus has only had modest budget impacts.

It is proposed that the Zone could fund in-person delivery of unit(s) of Council Member Essentials at a central location within the Zone. While the final cost would depend on specific details, it is envisaged that a budget of approximately \$20,000 would provide for the delivery of the following four Council Member Essentials units for 20 Council members for each unit as follows:

Option 1 (Approx. \$20,000)

Unit	Duration	Registrations
Serving on Council	2 days	20
Meeting Procedures	1 day	20
Understanding Financial Reports and Budgets	1 day	20

Other options for scale could be as follows:

Option 2 (Approx. \$26,000)

Unit	Duration	Registrations
Serving on Council	2 days	20
Meeting Procedures	1 day	20
Understanding Financial Reports and Budgets	1 day	20
Understanding Local Government	½ days	20
Conflicts of Interest	½ days	20

Option 3 (Approx. \$52,000)

Unit	Duration	Registrations
Location 1 (e.g. Kellerberrin):		
Serving on Council	2 days	20
Meeting Procedures	1 day	20
Understanding Financial Reports and Budgets	1 day	20
Understanding Local Government	½ days	20
Conflicts of Interest	½ days	20
AND		
Location 2 (e.g. Merredin):		
Serving on Council	2 days	20
Meeting Procedures	1 day	20
Understanding Financial Reports and Budgets	1 day	20
Understanding Local Government	½ days	20
Conflicts of Interest	½ days	20

Recent reforms mean that some training modules are being updated to provide training on the new legislative requirements. There are approximately 110 Council Members across the Zone.

Specific legislative requirements for Council Member training are in the table overleaf:

New Council Member First time elected	Must complete the Council Member Essentials (5 courses) within 12 months beginning on the day on which the council member is elected – refer s.5.126(1) and Admin.r.35. Councillor term of office begins on the day after the day on which the poll is held (or would have been held if elected unopposed) – refer s.2.28.
Re-elected Council Member Elected for the first time in 2021 and re-elected in 2025	If the Council Member completed the Council Member Essentials (5 courses) in the twelve months following their election in 2021, the Council Member will NOT be required to complete the training again until, and if, they are re-elected at the 2029 election. Admin.r.36 provides an exemption if the Council Member has completed the Council Member Essentials <u>OR</u> the Dip.LG within the period of 5-years ending immediately before the day on which the Council Member is elected.
Re-elected Council Member Elected in 2017, and re-elected in 2021 and 2025	The Council Member must complete the Council Member Essentials (5 Course) within 12-months beginning on the day on which the council member is elected – refer s.5.126(1) and Admin.r.35. Admin.r.36 exemption will only apply if the Council Member has chosen to complete this course <u>OR</u> the Dip.LG within the period of 5-years ending immediately before the day on which the Council Member is elected.
Any Council Member	Some LGs offer all Council Members the option to undertake the Council Member Essentials following each election cycle. Council Members who choose to participate in the Council Member Essentials although not required to, should be encouraged to complete the associated assessments as this provides them with the Admin.r.36 exemption if required following their future re-election.

Places would be offered to each Local Government on an equal basis, with the aim of filling all available places.

Proposed Initiative 3: Trial Funding for Additional Delegates to attend the Local Government Convention (Up to \$8,000)

This initiative would provide support for Zone delegates who would not otherwise be able to attend the annual Local Government Convention to do so.

Should the Zone proceed with this initiative, it is suggested that some guidelines are agreed, such as:

- Trialled for an initial first year (2025 Convention) only.
- Available only to support Council Members who would not otherwise attended the Convention (accordingly, the President and Deputy President of each Local Government would not be eligible).
- A grant of \$500 would be reimbursable the Local Government following provision of receipts to the Zone Executive Officer evidencing the attendance of the additional delegate, accompanied by a written declaration from the CEO that the Council member would not otherwise have attended the Convention.
- This would cap the budget cost at \$500 x 16 LGs = \$8,000.
- Zone Local Governments would not be eligible to receive funds if receipts are not lodged on or by 1 December 2025.

Take up of these grants would be reported to the Zone and used as the basis to consider any similar initiative in a future year.

Other Proposals

The remaining initiatives are listed below. It is proposed that this list of potential initiatives is maintained for reference, added to when potential new future initiatives are identified, and reviewed in the future when opportunity allows.

4. Canberra/ALGA Delegation
5. Expanded 2027 Conference (external speakers etc.)
6. Other professional development opportunities
7. Potential future shared grant-writing resource or initiative (to maximise future grant revenue)
8. Potential future study on borrowing against Local Government owned freehold land (e.g. to enable new housing)
9. Potential future study on maximising the reactivation/use of freight rail
10. Potential future initiatives related to primary healthcare in the regions
11. Any others suggested by the Executive, Zone, or Zone delegates.

RESOLUTION

Mover: Shire of Bruce Rock
Seconded: Shire of Wyalkatchem

That the Zone:

1. **Proceeds with the following initiatives for delivery in 2025-26:**
 - a. **Proposal 1: Holds a zone delegation to Perth for specific zone advocacy/engagement aims in early 2026 (approx. \$12,500)**
 - b. **Proposal 2: Holds WALGA Council Member Essentials Training in the Zone (face to face) with an indicative budget of \$26,000 – Option 2.**
2. **Continue the existing eLearning Subscription grant for Local Governments (\$2,000 per Local Government purchasing an eLearning Subscription).**

CARRIED

9.2.2. DEVELOPMENT ASSESSMENT PANELS

This report is provided following the discussion at the Zone meeting on 10 April 2025.

Background

Since the establishment of DAPs in 2011, the technical staff of the relevant Local Government draft a Responsible Authority Report (RAR) assessing the development proposal against the relevant planning scheme, policies, and other legislation – and providing a recommendation to the DAP. The RAR is then referred to inform the DAP's consideration of the proposal. While the RAR is a technical report that must be delivered within a statutory timeframe, they were sometimes considered by the Council of a Local Government before being lodged with the DAP.

The change that has now occurred under the new *Local Government (Development Assessment Panels) Regulations 2025* is that the RAR is unable to be considered or amended by Council before being lodged to the DAP. However, this does not prevent a Council from holding general debate in relation to a proposal, so long as they do not seek to direct the CEO or administration in relation to the RAR. This change only applies to proposals lodged from 1 May 2025, any proposal lodged before this date may still be considered by a Council under the historical arrangements.

While Councils will be prevented from directing staff in the preparation of RARs, the administration can continue to brief Council on the content and progress of any DAP applications. Local Governments can still raise views in relation to a proposal to the DAP directly, such as requesting a verbal deputation to the DAP during their deliberations.

Developments in the Great Eastern Country Zone

Following the Zone Meeting on 10 April 2025, WALGA has collated historical information about developments within the Zone that have been decided by the relevant Development Assessment Panel (DAP). A register of past applications was included as an attachment to the agenda (Attachment 2).

Next Steps

WALGA has now initiated a review of its advocacy position on DAPs, and is seeking Local Government comment on a revised draft position to include all State Government development assessments and approvals, including the significant development pathway.

Information on the review is available here: <https://walga.asn.au/media-and-resources/latest-news/dap-and-significant-development-pathway-review-and-advocacy#:~:text=WALGA%20is%20seeking%20Local%20Government,incl%20the%20significant%20development%20pathway>.

A State Council paper is provided at item 13.2.

Further information on DAP applications is available at: <https://walga.asn.au/policy-and-advocacy/our-policy-areas/planning-and-building/development-assessment-panel-monitoring-project>

Further information is available at: <https://walga.asn.au/policy-and-advocacy/our-policy-areas/planning-and-building/development-assessment-panel-monitoring-project>

Noted

9.2.3. GREAT EASTERN COUNTRY ZONE CONFERENCE 2025

A survey of attendees has been completed, and a draft report compiling the results was included as an attachment to the Agenda.

The survey feedback was very positive. While the response rate was modest, the positive nature of findings and the general alignment with other feedback tends to support the validity of the findings.

The report contains suggestions intended to be used for reference when planning the 2027 conference.

The Executive Committee also proposed that for future events, survey should be conducted at the event to maximise responses.

Noted

9.3. MINUTES OF THE GREAT EASTERN COUNTRY ZONE EXECUTIVE COMMITTEE MEETING HELD ON 4 JUNE 2025

The Minutes of the Great Eastern Country Zone Executive Committee meeting held on 4 June 2025 are provided as an attachment (Attachment 4).

RESOLUTION

Mover: Shire of Cunderdin
Seconded: Shire of Nungarin

That the Minutes of the Great Eastern Country Zone Executive Committee meeting held on 4 June 2025 be received.

CARRIED

9.4. BUSINESS ARISING FROM THE GREAT EASTERN COUNTRY ZONE EXECUTIVE COMMITTEE MEETING HELD ON 4 JUNE 2025

9.4.1. GUEST SPEAKER PROTOCOLS

At its meeting on 4 June 2025, the Zone Executive Committee endorsed minor changes to the speaker protocols for Zone meetings, as follows:

- The main/keynote speaker (such as Ministerial addresses, contentious issues briefings, or an address on a key topic of interest) are generally 30 minutes with 15 minutes for questions
- For Members of Parliament
 - A brief (approx. 5-10 minute) address is appreciated, with similar time (5-10 minutes) for questions from delegates wherever possible.
- Guest deputations continue to have a time limit of 20 minutes.

- For Agency reports:
 - The Zone appreciates and prefers written updates (circulated with the agenda) wherever possible, noting that delegates who have provided an apology may review and refer questions to other delegates
 - Agency representatives are invited to make brief (5 minute) remarks if the speaker wishes to provide context or a further update on a specific matter.
 - The Zone appreciates and prefers time is left for questions and discussion, typically around 10 minutes depending on the number of questions from delegates.
 - Briefings on a significant policy proposal or contentious topic are to be dealt with as being a Guest Speaker (e.g. 20minute presentation with 15 minutes for questions).

Noted

9.4.2. ZONE MEETING LOCATIONS AND PAYMENT OF COSTS

At its meeting of 4 June 2025, the Zone Executive Committee considered this item, referring it for consideration of the Zone. Recognizing the distances between towns, the Zone has an ordinary meeting schedule alternating between Merredin and Kellerberrin.

The current arrangement provides for convenient access for most Zone members, and the virtual host system appears to be working well. However, there may be some minor drawbacks with not occasionally visiting Zone members.

As a desktop exercise, WALGA has collated the estimated total travel time for Zone delegates for the main townsites of each Zone Local Government, in the figure overleaf. This figure is based on adding the driving time (in minutes) for each Local Government to each destination in the Zone, and Perth, as an estimate of the total time delegates spend travelling (one way) to the meeting.

	Bruce Rock	Cunderdin	Dowerin	Kellerberrin	Kondinin	Koorda	Merredin	Mount Marshall	Mukinbudin	Narembeen	Nungarin	Tammin	Trayning	Westonia	Wyalkatchem	Yilgarn (Southern Cross)	Perth
Bruce Rock		68	114	37	53	119	31	175	75	24	55	51	76	64	88	103	167
Cunderdin	68		43	34	102	66	68	166	97	92	77	19	64	100	39	166	118
Dowerin	114	43		74	149	49	95	150	83	137	70	60	49	128	24	162	118
Kellerberrin	37	34	74		86	80	36	141	70	61	48	16	38	70	54	134	144
Kondinin	53	102	149	86		84	79	224	125	36	105	106	126	109	141	174	188
Koorda	119	66	49	80	84		84	104	49	132	60	65	45	101	28	128	166
Merredin	31	68	95	36	79	84		144	45	45	25	50	46	34	73	92	178
Mount Marshall	75	166	150	141	224	104	144		101	188	122	156	104	154	131	180	259
Mukinbudin	24	97	83	70	125	49	45	101		98	26	81	34	52	60	78	208
Narembeen	24	92	137	61	36	132	45	188	98		70	74	91	73	116	139	194
Nungarin	55	77	70	48	105	60	25	122	26	70		65	21	51	49	98	193
Tammin	51	19	60	16	106	65	50	156	81	74	65		51	85	40	149	134
Trayning	76	64	49	38	126	45	46	104	34	91	21	51		70	28	113	172
Westonia	64	100	128	70	109	101	34	154	52	73	51	85	70		106	69	216
Wyalkatchem	88	39	24	54	141	28	73	131	60	116	49	40	28	106		141	146
Yilgarn (Southern Cross)	103	166	162	134	174	128	92	180	78	139	98	149	113	69	141		282
Perth	167	118	118	144	188	166	178	259	208	194	193	134	172	216	146	282	
Totals for Zone Members	982	1201	1387	979	1699	1194	947	2240	1074	1376	942	1068	956	1266	1118	1926	2883
Totals plus Perth	1149	1319	1505	1123	1887	1360	1125	2499	1282	1570	1135	1202	1128	1482	1264	2208	2883

While the Merredin and Kellerberrin townsites have comparatively low total travel times for delegates, the Bruce Rock, Nungarin, Trayning, and Wyalkatchem townsites also have similar travel time implications.

Other Country Zones, such as the Kimberley and Pilbara Zones, regularly or occasionally hold Zone meetings in Perth, often with a hybrid in-person and online attendance model.

An occasional Perth meeting (with the option for attendees remaining at their home Local Government to attend virtually) could also help to facilitate participation of additional guests or speakers.

If reviewing the opportunity to occasionally hold meetings in other Zone locations is of interest, a potential 2-4 year long rotating meeting location cycle could be developed for the consideration of a future meeting.

Meeting Costs

The function room at the Merredin Regional Community and Leisure Centre is now managed by the Civic Bowling Club Merredin Inc, which charges \$275 (inc. GST) for half-day function room hire. In the interests of fairness, it is proposed that alternative venues that hold a Zone meeting may receive a similar venue fee if requested.

RESOLUTION

Mover: Shire of Westonia
Seconder: Shire of Bruce Rock

That the Zone:

- 1. Resolve to:**
 - a. hold occasional meetings in other locations in the Zone,**
 - b. hold occasional meetings in Perth (typically biennially, to coincide with delegation activity whenever possible), and**
 - c. develop a draft multi-year rotation cycle, maintaining that the majority of meetings are held in central towns within the Zone, for the consideration of the November Zone meeting and to set dates for 2026 Zone meetings.**
- 2. Notes the cost of holding meetings at Merredin, and agrees to make a budget allocation of \$300 per Zone meeting for venue hire if requested by the operator of the venue at which a Zone meeting is held.**

CARRIED

9.4.3. ZONE BUDGET 2025-2026

The following draft budget for 2025/2026 is submitted for consideration. This budget assumes all three proposed initiatives suggested above are progressed.

	BUDGET 2024-25	FORECAST 2024-25	BUDGET 2025-26	Comments
Income	\$	\$	\$	
General Subscriptions (16@ \$1,500)	24,000	24,000	24,000	<i>Remain at \$1,500</i>
Interest income	9,000	9,708	6,000	<i>Adjusted assuming reduction of \$50,000 in term deposit for Zone Initiatives during 25/26. 4% interest assumed.</i>
Total Income	33,000	33,708	30,000	
Expenses				
Zone Expenses - Audit fees			1,100	
Zone Expenses - Ordinary Meetings	5,874	3,502	5,250	<i>\$1500 for venue costs and \$3,750 for catering costs</i>
<i>Zone initiative - Delegation to Perth</i>	-	-	<i>12,500</i>	<i>Refer to agenda paper - proposal only</i>
<i>Zone initiative - Face to face training in the Zone</i>	-	-	<i>24,000</i>	<i>Refer to agenda paper - proposal only</i>
<i>Zone initiative - LGC Rebate</i>	-	-	<i>8,000</i>	<i>Refer to agenda paper - proposal only</i>
Elearning Subscription Grant			32,000	<i>Training year. \$2,000 per LG for elearning subscription.</i>
Zone Representative - Honoraria	1,982	2,042	2,102	<i>Correction of previous error in calculations reflected in forecast. 3% increase in costs in line with CPI.</i>
Zone Representative - Meeting Fees	1,030	-	-	<i>Remove line item.</i>
Conference costs	25,000	14,142	-	<i>Not required in 25/26</i>
Zone Representative - Travel Costs	515	-	550	<i>Retain at \$550.</i>
WALGA Travel to Zone			1,000	<i>Accommodation for WALGA staff for Zone meetings/events if required.</i>
Total Expenses	34,401	19,686	86,502	
Profit / Loss	(\$1,401)	14,022	(\$56,502)	<i>Noting assumed \$76,500 expenditure included on special initiatives and Elearning subscriptions grant which is unlikely to be fully expended.</i>
Cash Reserves				
Opening Balance	217,080	217,080	231,102	
Movement	(\$1,401)	14,022	(\$56,502)	
Closing Balance	215,679	231,102	174,600	

Term Deposit

If the proposed initiatives are progressed with, it is proposed that the majority of the funds in the term deposit (\$150,000) are re-invested for a further year, with a provision allocation of \$50,000 moved into shorter term (3 month) rolling term deposits to allow funds to be used for any approved Zone initiatives during the financial year.

RESOLUTION

Mover: Shire of Bruce Rock
Seconded: Shire of Merredin

The Zone:

1. Endorse the draft Budgeted Statement of Income and Expenditure for the year ending 30 June 2026, subject to any revisions necessary to reflect the Zone's decisions on any proposed Zone initiatives. *(shown below)*.
2. Regarding the term deposit,
 - a. rollover \$150,000 of the term deposit for 12 months, and
 - b. rollover \$50,000 of the term deposit for 3 months, rolling over until funds are required.
3. Continue with external auditors to conduct a yearly audit of the Zone's account.

	BUDGET 2024-25	FORECAST 2024-25	BUDGET 2025-26	Comments
Income	\$	\$	\$	
General Subscriptions (16@ \$1,500)	24,000	24,000	24,000	<i>Remain at \$1,500</i>
Interest income	9,000	9,708	6,000	<i>Reduction of \$50,000 in term deposit for Zone Initiatives during 25/26. 4% interest assumed.</i>
Total Income	33,000	33,708	30,000	
Expenses				
Zone Expenses - Audit fees			1,100	
Zone Expenses - Ordinary Meetings	5,874	3,502	5,250	<i>\$1500 for venue costs and \$3,750 for catering costs</i>
Zone initiative - Delegation to Perth	-	-	12,500	
Zone initiative - Face to face training in the Zone	-	-	26,000	
Elearning Subscription Grant			32,000	<i>Training year. \$2,000 per LG for elearning subscription.</i>
Zone Representative - Honoraria	1,982	2,042	2,102	<i>Correction of previous error in calculations reflected in forecast. 3% increase in costs in line with CPI.</i>
Zone Representative - Meeting Fees	1,030	-	-	<i>Remove line item.</i>
Conference costs	25,000	14,142	-	<i>Not required in 25/26</i>

Zone Representative - Travel Costs	515	-	550	<i>Retain at \$550.</i>
WALGA Travel to Zone			1,000	<i>Accommodation for WALGA staff for Zone meetings/events if required.</i>
Total Expenses	34,401	19,686	80,502	
Profit / Loss	(\$1,401)	14,022	(\$50,502)	<i>Assumed \$70,500 expenditure included on special initiatives and Elearning subscriptions grant.</i>
Cash Reserves				
Opening Balance	217,080	217,080	231,102	
Movement	(\$1,401)	14,022	(\$50,502)	
Closing Balance	215,679	231,102	180,600	

9.4.4. AUGUST MEETING DATE

The 2025 LGIS Inter-municipal Golf Tournament has been scheduled to be held in Kellerberrin on 13-15 August.

This may impact the availability of Members for the August Zone meeting. However, the extent is unknown. Rescheduling the meeting may also have a similar impact on attendance.

The following options could be considered:

1. Retain the meeting on Thursday, 14 August as scheduled, noting Deputy Delegates might need to attend. This meeting date was set in November 2024 and in recognition that rescheduling meetings impacts multiple delegates, retaining the meeting date may be preferred.
2. Reschedule the meeting. One proposed date is the following Monday, 18 August, potentially held a little later in the day to accommodate travel.

A Presentation to the Zone on Living Well in the Wheatbelt is provisionally scheduled as the Keynote item for the August meeting.

RESOLUTION

Mover: Shire of Yilgarn
Seconded: Shire of Bruce Rock

That the Zone resolves to hold the August meeting at 10:00am on Monday, 18 August.

CARRIED

10. ZONE BUSINESS

10.1. UPDATE ON ATU PILOT PROGRAM

WALGA has continued to engage with DPIRD, the Wheatbelt Development Commission, DFES, and Telstra on the pilot.

WALGA met with State Agencies on 5 May to discuss the generator acquisition and deployment strategy. Telstra has supplied specifications for several potential development sites. As a result, the current thinking is that it would be most effective to procure 15 kVa single-phase and 25 kVa three-phase generators supplied on trailers, so that they can be deployed to any site as required. It is also considered that centrally storing generators at regional hubs (such as Merredin, Northam, Narrogin, etc.) will assist in minimising deployment time following an outage event.

WALGA has been assisting DPIRD engage with potential generator suppliers to inform a procurement process. WALGA has sought initial advice from prospective suppliers on generator specifications and availability.

Issues around maintenance, availability, and certification of qualified persons to connect generators are being carefully considered. A further meeting to discuss progress was held on 16 May 2025.

It is understood that Telstra's preference is to enable State agencies to settle a storage and deployment principles to then confirm parties to Community Support Agent Agreements.

Further discussions with WDC and DPIRD were held on 6 June 2025.

Noted.

10.2. LIVING WELL IN THE WHEATBELT STRATEGY

Further to the update provided in April 2025.

The following attachments were provided with the Agenda.

- a. Living Well in the Wheatbelt Strategy
- b. One-page summary of the Strategy priorities
- c. Table: Actions from the Strategy that Local Governments can incorporate and action in their local Public Health Plans
- d. Information Sheet for Shires
- e. How can WACHS help at each stage of planning
- f. Wheatbelt Public Health & Local Government Planning Collaborative

The Wheatbelt District Leadership Group (DLG) endorsed the Living Well in the Wheatbelt Strategy in April and this is now available to share with stakeholders. A copy of the Strategy, a one page summary of the priorities, and a one-page summary of the actions in the Strategy that are relevant to Local Governments for their public planning, aligned with the 4 pillars of the WA State Public Health are provided as an attachment.

Implementation is occurring via the Wheatbelt Human Services Managers Forum and its Working Groups. The Wheatbelt DLG hopes the Strategy will usefully guide and inform Local Government in their current Local Public Health (Health & Wellbeing) Plans (LPHPs) under the Public Health Act as a number of actions align with the State Government's PHP priorities and fit well with LPHPs and current activities (e.g. aged friendly communities, maintaining safe green public spaces for walking, playgrounds and social connectedness activities, supporting child care and playgroup activities or seniors activities).

The WACHS-Wheatbelt Health Promotion Network has provided an overview of the support that the WACHS Health Promotion Network can provide to Local Governments public health planning. The team can be contacted to guide and support Wheatbelt Local Governments in their LPHP planning (contact Chantelle.Jeffery@health.wa.gov.au Wheatbelt Health Promotion Coordinator).

An offer to provide a presentation to a future Zone meeting will be extended.

Noted.

10.3. INVITATIONS TO MEMBERS OF PARLIAMENT TO ATTEND ZONE MEETINGS

By Kathy Robertson, Manager Association and Corporate Governance

BACKGROUND

The recent State election has brought with it two significant changes which may impact how Zones invite members of Parliament to attend Zone meetings:

1. The electoral regions for the Legislative Council were abolished under the *Constitutional and Electoral Legislation Amendment (Electoral Equality) Act 2021* and replaced with a single "whole of state" electorate. As a result, the members of the Legislative Council are drawn from across the whole of the State and no longer represent a particular region or area.
2. Premier Roger Cook has appointed nine cabinet members with region-specific portfolios. These Regional Ministers cover the areas of the Kimberley, Pilbara, South West, Mid West, Goldfields-Esperance, Gascoyne, Peel, Great Southern and Wheatbelt.

A full list of MLCs can be found here: [Legislative Council of Western Australia, Forty Second Parliament, List Of Members](#)

A full list of WA Ministers, including Regional Ministers can be found here: [Western Australian Government Cabinet Ministers](#)

COMMENT

Zones can choose to invite members of Parliament (State or Federal) to meetings at their discretion. Some Zones have standing invitations for all MPs relevant to that region (including MLAs, MLCs and Federal members) whilst others choose to invite MPs on a meeting-by-meeting basis to speak on a particular topic or issue.

Those Zones that have a standing invite for MPs generally allow time on the Agenda for each politician in attendance to address the meeting (as a standing item).

It is understood that the Great Eastern Country Zone has generally had a practice of inviting:

- Ministers as relevant or topical to items of interest to the Zone;
- The Federal Member for Durack and O'Connor in the House of Representatives (MP);
- The Member for Central Wheatbelt and Roe in the Legislative Assembly (MLA); and
- Members of the Legislative Council representing the Agricultural Region (MLCs), with representatives such as the Hon Martin Aldridge and Hon Steve Martin attending on several previous occasions.

This year, engagement with the Minister for Local Government and Minister for Wheatbelt has been of key focus.

It is suggested that:

- The Zone continues to approach Ministers on a priority basis (particularly the Minister for Local Government, Minister for the Wheatbelt, Minister for Regional Development, and potentially the Ministers for Energy, Health, Water, etc. depending on areas of ongoing focus);
- The Member for Durack and O'Connor and Member for Central Wheatbelt and Roe continue to be standing invitees;
- The Zone continues to invite Hon Steve Martin MLC as a standing invitee; and
- The Zone writes to all major parties (Liberal, National, and Labor) to ask whether they wish to nominate a representative MLC as a standing invite for the Zone.

The Zone agreed to the proposed approach outlined above. It was also agreed that Mrs Kirrilee Warr MLA, Shadow Minister for Local Government, be invited to provide an address to a future Zone meeting.

The Executive Officer will action.

10.4. JACQUI DODD SCHOLARSHIP

By WALGA Training Team

The LGA50220 Diploma of Local Government – Elected Member Scholarship, named in honour of the late Jacqui Dodd, former long-serving WALGA Training Services Manager, has been awarded since 2021. This program is the highest qualification an Elected Member can achieve through WALGA Training and enables participants to increase their skills and knowledge in order to confidently provide leadership to their community.

The scholarship covers 50% of training and assessment fees and provides additional travel expense compensation for regional applicants upon completion of the program. WALGA Training awards this scholarship to two Metropolitan and two Regional Elected Members.

To qualify, applicants must be current Elected Members, have completed all Council Member Essentials training, and must not have previously received the scholarship.

This year's nominations will open on Tuesday, 1 July and close on Friday, 15 August 2025 at 12 noon. The scholarship winners will be announced at the Local Government Convention in September.

For more information and details on how to apply please visit the WALGA Training [website](#), contact the team via email training@walga.asn.au, or call us on (08) 9213 2088.

Noted

11. ZONE REPORTS

11.1. CHAIR REPORT

President Cr Tony Sachse

Welcome to our meeting for June 2025. The meeting date needed change due to a conflict with the WALGA Energy Forum with the Minister in Perth. The start time has also been amended to 10am given the short daylight hours currently and travel distances. Thank you for your understanding.

The Zone Executive met on Tuesday 4 June 2025. The minutes of the meeting are attached.

Thank you to all the Agency representatives for sending in their respective reports and for your attendance today. There will be sufficient time to give an overview and take questions during the meeting.

The Shire of Westonia is providing the 10-minute presentation today. There is a reasonably full Agenda on a range of items.

Thanks to the Shire of Kellerberrin for hosting us today.

RESOLUTION

Mover: Shire of Yilgarn

Seconder: Shire of Narembeen

That the Zone Chair's report be received.

CARRIED

11.2. WHEATBELT DISTRICT EMERGENCY MANAGEMENT COMMITTEE (DEMC)

President Cr Tony Sachse

The last meeting of the Wheatbelt DEMC was on 12 March 2024. The next meeting is scheduled for Wednesday, 18 June 2025.

Exercise 'Sizzle Sync' is to provide Wheatbelt DEMC members with the ability to build capacity in DEMC members to provide coordinated response and communication during wide-spread heatwave conditions across the district. This desktop exercise will follow the meeting on 18 June 2025.

Please note that there have been some very informative webinars run by the DEMC over recent months. The Storm and Flood Preparedness Webinar is to be held on Thursday 12, June at 12.30 pm.

The Wheatbelt Operational Area Support Group (OASG)/ISG is now meeting on an as needed basis.

RESOLUTION

Mover: Shire of Tammin

Seconded: Shire of Yilgarn

That the Wheatbelt District Emergency Management Committee Report be received.

CARRIED

Note: Some delegates noted that in-person representation by DFES at LEMC meetings and activities has been limited. However, other delegates reported that DFES has been attending meetings in person. President Cr Sasche will raise the matter at the next DEMC meeting.

11.3. WALGA ROADWISE

Tracey Peacock, Regional Road Safety Advisor was an apology for the meeting. The RoadWise Report was tabled at the meeting (Attachment 5).

Noted

12. WALGA STATE COUNCIL EXECUTIVE REPORTS

12.1. WALGA PRESIDENT'S REPORT

The WALGA President's Report was provided with the Agenda.

RESOLUTION

Mover: Shire of Bruce Rock

Seconded: Shire of Yilgarn

That the WALGA President's Report be received.

CARRIED

12.2. STATE COUNCILLOR REPORT

Cr Stephen Strange

RESOLUTION

Mover: Shire of Westonia

Seconded: Shire of Yilgarn

That the State Councillor Report be received.

CARRIED

12.3. STATUS REPORT

Agenda Item	Zone Resolution	WALGA Response	Update	WALGA Contact
13 February 2025 Zone Agenda Item 14.1 WA Telstra Automatic Transfer Unit Pilot Deployment Program	That the Great Eastern Country Zone requests WALGA organise a roundtable with WALGA, Telstra, Department of Fire and Emergency Services and Department of Primary Industries and Regional Development to discuss the drafting of Community Support Agents Agreement for the implementation of the WA Telstra Automatic Transfer Unit Pilot Deployment Program.	The Infrastructure Policy Team supported this proposal. WALGA met with senior representatives from InfraCo (a subsidiary that holds Telstra's exchanges, poles, ducts, pits and pipes, and fibre network) and Telstra. Discussions with DPIRD and Telstra have commenced. It now seems likely that the service agreements will not be with Local Governments.	June 2025	Ian Duncan Executive Manager Infrastructure iduncan@walga.asn.au 9213 2031
5 March 2025 State Council Agenda Item 8.1 Climate Change Advocacy Position	The Zone supported the recommendation. However, the Zone also requests that WALGA remains open minded to further conversations on climate change.	This item has been referred to the Environment Policy Team for consideration. See the Environment Policy Team Report in the July State Council Agenda for more information.	June 2025	Nicole Matthews Executive Manager Policy nmatthews@walga.asn.au 9213 2039
11 April 2024 Zone Agenda Item 9.1.2 Agricultural Land Use	That the Great Eastern Country Zone recommend that WALGA 1. In considering Agricultural Land Use, establishes and promotes policy templates to guide Local Governments for their individual adoption to protect and prioritise the preservation of agricultural land against its displacement	State Council endorsed the Renewable Energy Facilities Advocacy Position at its meeting of 4 September, 2024. This position calls for the State Government to develop a renewable energy facility state planning policy that would provide	June 2025	Nicole Matthews Executive Manager Policy nmatthews@walga.asn.au 9213 2039

	by non-agricultural activities that lead to a net reduction of the State's productive agricultural land. 2. Within the Policy includes such uses but not limited to tree planting for offsets or carbon, renewable energy generation and transmission. 3. Investigates potential impacts to local government rates on rural land, that has approved long term tree planting for different purposes, for example but not limited to planting for carbon offsets, planting for clearing offsets, or planting for renewable fuels; and renewable energy investments. 4. Provides advice to local government on what Policies or Special Area Rates should be considered for the land affected.	greater guidance to applicants and decision makers. WALGA is continuing its energy transition advocacy and has written to the Hon Amber-Jade Sanderson BA MLA seeking further discussion on this issue. WALGA has appointed consultants to carry out work on the rating of Renewable Energy Projects. This work will include the following: • Legislative Framework Review - to determine the current legislative provisions available to WA Local Governments and provide recommendations for any legislative changes in relation to the rating of renewable energy facilities. • National and Local Review - to research how other Australian jurisdictions are managing the rating of renewable energy facilities and consult with a selection of Western Australian Local Governments. • Way Forward - provide a summary of options and recommendations of the rating of renewable energy facilities by		Tony Brown Executive Director, Member Services 9213 2051 tbrown@walga.asn.au
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		Local Governments going forward. This work should be completed in mid-July 2025.		
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Noted

13. WALGA STATE COUNCIL AGENDA

Zone Delegates are invited to read and consider the WALGA State Council Agenda, which has been provided as an attachment with this Agenda (Attachment 7) and can be found via the link [here](#).

The Zone can provide comment or submit an alternative recommendation on any of the items, including the items for noting. The Zone comment will then be presented to the State Council for consideration at their meeting.

The State Council Agenda items requiring a decision of State Council are extracted for Zone consideration below.

13.1. SUSPENSION AND DISQUALIFICATION FOR OFFENCES ADVOCACY POSITION (STATE COUNCIL AGENDA ITEM 8.1)

By Jason Russell, Senior Governance Specialist

EXECUTIVE SUMMARY

- The South East Metropolitan Zone (SEMZ) passed a motion requesting that WALGA advocate for additional powers for the Minister to suspend Council Members charged with criminal offences likely to damage the reputation of the Local Government, and disqualify if convicted.
- Suspension, dismissal and disqualification must balance the public interest in elected representatives of good character, with protections for the individual and respect for democratic processes.
- While the *Local Government Act 1995* (the Act) includes a range of suspension, dismissal and disqualification mechanisms, their operation also depends on how the relevant decision-makers choose to use their powers.
- This report recommends that the dismissal mechanisms under the Act are sufficient to address the Zone's concern, but that WALGA's advocacy position be amended to include an additional suspension power for the Minister of Local Government.
- The Governance Policy Team endorsed the advocacy position at its meeting on 19 May.

STRATEGIC PLAN IMPLICATIONS

Influence:

- Lead advocacy on issues important to Local Government.

Support:

- Provide practical sector-wide solutions based on research and evidence.

POLICY IMPLICATIONS

The current Advocacy Position 2.5.5 Disqualification Due to Conviction position provides as follows:

Position Statement: A new disqualification criterion should be added to the *Local Government Act 1995* that disqualifies a person from serving as an Elected Member if they have been convicted of an offence against the *Planning and Development Act*, or the *Building Act* in the preceding five years.

Background: A planning or building system conviction is potentially more serious than a *Local Government Act* conviction because of Local Government's prominent role in planning and building control and the significant personal benefits which can be illegally gained through these systems.

This report recommends that this position is renamed and amended to include an additional point 2, as follows:

Suspension and Disqualification for Offences

The WA Local Government sector advocates that:

- 1. A new disqualification criterion should be added to the Local Government Act 1995 that disqualifies a person from serving as an Elected Member if they have been convicted of an offence against the Planning and Development Act, or the Building Act in the preceding five years.*
- 2. A new suspension criterion should be added to the Local Government Act 1995 allowing the Minister of Local Government to suspend a Council Member charged with an offence, where the Minister is satisfied this would be in the best interests of the Local Government, based on advice of the Director General.*

BACKGROUND

At its November 2024 meeting, the SEMZ asked WALGA to advocate:

That the Local Government Act 1995 be amended to give the Minister for Local Government the power to:

- 1. Disqualify a person from membership of a council if the person has been convicted of a criminal offence that, in the opinion of the Minister for Local Government, under the advice of the State Solicitor's Office, has the potential to damage the reputation of the local government or the local government sector more broadly.*
- 2. Suspend the council member who is charged with a criminal offence that has the potential to damage the reputation of the local government or the local government sector more broadly, until the charges are dealt with; and*
- 3. Require a person to be paid fees and allowances until they are disqualified.*

COMMENT

The *Local Government Act 1995* (the Act) automatically disqualifies someone from membership of a Council if convicted of certain types of offences. The Act also includes mechanisms for suspending and dismissing Council Members. Each mechanism differs in terms of the parties, processes, powers, and preconditions involved.

While suspended, a Council Member cannot perform any of the powers and duties of their role. Suspension does not affect the duration of a Council Member's term or their eligibility to be a candidate for election to Council. If a Council Member is dismissed, the office of the member becomes vacant from the time when the order dismissing the member takes effect. A Council Member that is dismissed is not prevented from standing in future elections. In contrast, persons disqualified are ineligible to hold or be elected to office as a Council Member.

It is necessary for these mechanisms to balance the public interest in ensuring that elected representatives are of good character, with protections for due process, the presumption of innocence and resumption of rights following completion of a sentence. There must also be an appropriate level of respect for the democratic process and the rights of communities to choose their representatives.

Whether the suspension, dismissal and disqualification framework is fit-for-purpose depends on the legislative framework (e.g. legislative settings for disqualification, powers and constraints on powers to suspend and dismiss) and its implementation (e.g. how decision-makers exercise their discretion to intervene).

Existing Disqualification Provisions

A person may be disqualified from membership of a Council based on the following provisions of the Act:

Provision	A person is disqualified –
2.20	If they are a member of a parliament
2.21	If they are a bankrupt or their affairs are under insolvency laws
2.22	Because of conviction
2.23	If they are a member of another Council
2.24	Because of misapplication of local government funds or property
5.117	If SAT orders disqualification (for not more than 5 years) for serious or recurrent breach, or failure to comply with order

Section 2.22 of the Act provides that a person is disqualified if:

- they have been convicted of a crime and are in prison serving a sentence for that crime,
- have been convicted of a serious local government offence in the previous 5 years, or
- have been convicted of an offence carrying an indictable penalty of imprisonment for more than 5 years.

Clearly, the threshold for disqualification is high, excluding all lower-level offences and even indictable offences with a penalty of 5 years or less. As an example, high-level indecent assault will be dealt with as an indictable offense, with the offender liable for up to 5 years imprisonment. Serious local government offences are offences against the Act for which a person may be sentenced to imprisonment or a fine of over \$10,000. A court sentencing a person for a serious local government offence may make an order waiving the disqualification, or reducing the period for which it applies.

There is currently no ability for the Minister to disqualify a person from Council membership. SAT has discretion to order disqualification in some circumstances, while a court has the authority to order that disqualification not apply. In the context of these judicial or quasi-judicial processes, there are strong protections for the rights of the affected person. This reflects the seriousness of this penalty. While the SEMZ motion calls for disqualification, dismissal may be a more appropriate penalty if the exercise of Ministerial discretion is required.

Current Dismissal Provisions

Under sections 8.15K and 8.15L of the Act, the Minister may recommend that the Governor dismiss a Council Member, if the Minister is satisfied that it is appropriate to intervene. The Minister must be satisfied based on the Director General's written advice that:

- the member is impeding the Local Government's ability to perform its functions and duties under the Act, and/or

- it is in the best interest of the Local Government that the member be dismissed.

The Minister must also be satisfied that the seriousness of the situation for the Local Government requires intervention.

The Minister must give the member:

- a report that includes their proposed recommendation and grounds for the recommendation;
- a show cause notice;
- 21 days to respond.

The Minister must consider the member's response prior to making a recommendation to the Governor that the member be dismissed.

Best interest is not defined and allows for a broad range of factors to form the grounds for dismissal. This could include where a Council Member has been charged with or convicted of an offence, and the charges or conviction are adversely affecting the Local Government.

It appears that the existing framework for dismissal has the capacity to respond to circumstances referenced in the SEMZ's motion and rationale. WALGA considers it is reasonable to expect that the Local Government Inspector may have greater capacity to provide targeted and timely investigation and advice to support this mechanism.

Current Suspension Provisions

Section 8.15E of the Act enables the Minister to suspend a Council Member or order them to undertake remedial action.

The Minister can only act where they are satisfied that it is appropriate to intervene, based on one or more of the following:

- The member has been charged with a disqualification offence.
- The Director General has made an allegation to SAT against the member, of a serious or recurrent breach.
- The Director General has written to the Minister advising that they suspect on reasonable grounds that one or more of the following applies:
 - The member has failed to perform their role, functions or duties;
 - The member's conduct has adversely affected the ability of another person to perform their role, functions or duties;
 - The member's conduct has adversely affected the ability of the Local Government to comply with the principles that apply under section 5.40 of the Act (principles affecting employment by Local Government, including the responsibility to provide safe and healthy working conditions in accordance with WHS legislation).

The Minister must give:

- The member a written notice of the proposed order that provides the allegations and particulars supporting the proposed order is based on.
- The member a show cause notice, allowing 21 days for the member's response
- Any submissions made by the member consideration prior to making the order.

While suspended, a Council Member is not entitled to be paid any fee or allowance to which they would otherwise be entitled. A Council Member is liable to repay annual allowances and fees paid in advance, as if the member had, for the period of their suspension, ceased to hold the office.

Options for reform of suspension

The current system shares some common elements with the Zone's proposal, however, some changes could be made to bring them into closer alignment. Under the current framework, the Director General and Minister would need to be satisfied that any reputational damage resulting from charges was impeding the workings of the Local Government before they could move to suspend a Council Member.

Charges resulting in reputational damage could be included in the legislation as an explicit ground for which the Director General can recommend suspension to the Minister. However, reputational damage may be somewhat narrow or subjective.

A 'best interests' test, consistent with that provided in the dismissal mechanism (discussed above), could allow the consideration of a broad range of factors, including reputational damage. A mechanism could be introduced allowing the Minister to suspend a Council Member who is charged with an offence that, despite not being a disqualification offence, satisfies the Minister that it is in the best interests of the Local Government to suspend the member. Consistent with the other grounds for suspension, this could be on the advice of the Director General, as the State Solicitor's Office will be primarily concerned with avoiding prejudice to any matter currently before the courts.

Local Government Reform Amendments

The *Local Government (Amendment) Act 2024* will transfer the powers of the Director General under these provisions to the soon-to-be-established Local Government Inspector. The Inspector/Inspectorate model has been introduced to provide improved oversight and early interventions capability into the Local Government sector.

The Inspector will be able initiate inquiries into the affairs of a local government and recommend suspension and dismissal of Council Members. It is expected that this newly created office may have greater independence, timeliness, focus and flexibility in addressing conduct issues.

The Governance Policy Team considered and endorsed the proposed advocacy position at its meeting on 19 May.

WALGA RECOMMENDATION

1. That WALGA amend and rename advocacy position 2.5.5 *Disqualification Due to Conviction* to read as follows:

Suspension and Disqualification for Offences

The WA Local Government sector advocates that:

1. *A new disqualification criterion should be added to the Local Government Act 1995 that disqualifies a person from serving as an Elected Member if they have been convicted of an offence against the Planning and Development Act, or the Building Act in the preceding five years.*
 2. *A new suspension criterion should be added to the Local Government Act 1995 allowing the Minister of Local Government to suspend a Council Member charged with an offence, where the Minister is satisfied this would be in the best interests of the Local Government, based on advice of the Director General.*
2. That WALGA incorporate advocacy on this issue into its ongoing legislative reform engagement.

RESOLUTION

Mover: Shire of Bruce Rock

Seconder: Shire of Merredin

That the Zone support the WALGA recommendation for State Council Agenda item 8.1 as contained in the State Council Agenda and as provided above.

CARRIED

13.2. STATE DEVELOPMENT APPLICATIONS AND DECISION MAKING ADVOCACY POSITION (STATE COUNCIL AGENDA ITEM 8.2)

By Coralie Claudio, Senior Policy Advisor Planning

EXECUTIVE SUMMARY

- It is proposed that Advocacy Position 6.4 Development Assessment Panels be replaced with a new, expanded position that includes all forms of State Government development assessment and decision making.
- The updated position incorporates principles for state decision making, a refined list of recommended reforms to the Development Assessment Panels (DAPs) system and recommends that the significant development pathway be abolished but includes a list of recommended reforms if the pathway is retained.
- The draft position was informed by WALGA's review of the operation of the DAPs and the state significant development pathways, input from Local Government officers, and previous WALGA submissions.
- The draft position and accompanying review reports were provided to Local Governments for Council endorsed or CEO approved preferred feedback by 23 May.
- The Environment Policy team endorsed the position at their meeting on 29 May.

ATTACHMENT

- [Rationale for draft advocacy position](#)

POLICY IMPLICATIONS

It is proposed State Council replace the **current** Advocacy Position **6.4 Development Assessment Panels**:

The Association does not support Development Assessment Panels (DAPs), in their current structure.

Necessary changes to the structure of the DAPs system include:

1. *The abolishment of the current 'mandatory' mechanism where a proposal has a value of \$10 million or greater, and its replacement with an 'opt in' mechanism for all proposals.*
2. *Raising the DAP threshold from the current \$2 million to \$5 million,*
3. *The composition of DAPs should be modified to provide equal representation of Specialist Members and Local Government Members.*
4. *The creation of a distinct Special Matters DAP (SMDAP) is not supported, given there are already multiple avenues for determination on the basis of zoning and monetary value of applications. Should the State Government progress with the implementation of a SMDAP, the following changes are proposed to the model released in March 2022:*
 - *allow proponents with proposals that meet the threshold or criteria being able to opt-out of the SMDAP pathway and allow assessment and determination by Local Government*
 - *mandate consultation with the relevant Local Governments prior to the issuing of a Ministerial Order in relation to SMDAP Precinct Criteria, and ensure SMDAP Precincts be identified through regulations, rather than by the Minister,*
 - *include greater professional planning expertise, and knowledge of local context through the Local Government members of the District DAP, by including majority professional town planner panel members, with two Local Government*
 - *representatives*

- *expand the role of Local Governments in SMDAP processes and appropriate remuneration for involvement of Local Governments be included to support the SMDAP decision-making process.*
5. *In principle, the further reduction in the number of panels from five to three is supported, to the extent that this reduces the administrative burden on local governments and enhances consistency of decision making.*
 6. *In principle, the permanent appointment of panel members where this results in consistent decision-making is supported as this reduces the potential for conflicts of interest and ensures sound knowledge of DAP processes and procedures.*
 7. *WALGA supports greater transparency around DAP processes and decisions, as community distrust of DAP decision-making is a key area of concern for many local governments.*

with a **new** advocacy position **6.4 State Development Applications and Decision Making Advocacy Position:**

WALGA calls on the State Government to:

1. *Ensure that decision making on development applications (DAs) is:*
 - a. *consistent and accountable*
 - b. *accessible to local communities*
 - c. *respectful of, and appropriately applies, local planning frameworks in line with their statutory weight.*
2. *Reform the Development Assessment Panel (DAP) system to:*
 - a. *raise the DAP threshold from the current \$2 million to \$5 million and mandate periodic reviews of the threshold*
 - b. *modify the composition of DAPs to provide equal representation of Specialist Members and Local Government Members*
 - c. *review DAP processes to ensure proponents provide necessary information in a timely manner*
 - d. *provide clear procedural guidance on the roles and functions of Local Government officers and Council*
 - e. *allow access to the State Referral Coordination Unit for DAP applications to ensure timely and adequate referral responses from State Government agencies are provided to Local Governments.*
3. *Abolish the state significant development assessment pathway (Part 11B of the Planning and Development Act 2005).*
4. *If the significant development assessment pathway is retained, implement the following reforms:*
 - a. *raise the cost threshold to \$50 million and mandate periodic reviews of the threshold*
 - b. *align statutory timeframes with DAP and Local Government determined DAs*
 - c. *ensure all developments are consistent with applicable local planning instruments and provide comprehensive guidelines for discretionary decision making, including applying extraordinary discretion*
 - d. *delete references to 'mandatory significant development' to ensure the pathway remains entirely opt-in*
 - e. *undertake periodic reviews of its operation and effectiveness.*

BACKGROUND

There are a range of development application (DAs) decision makers in the Western Australian Planning system. While Local Governments process and determine the vast majority of DAs, other State Government boards or agencies are also decision makers, particularly for complex proposals and public works. This includes DAPs, the Western Australian Planning Commission (WAPC) and other State Government agencies (i.e. DevelopmentWA) that determine DAs such as DAPs, significant development applications (Part 17 and Part 11B of the *Planning Development Act 2005*) and developments under region schemes, redevelopment schemes and improvement schemes and public works.

WALGA has historically opposed DAPs and the significant development pathway as they erode the role of Local Government in providing a valuable community perspective on planning proposals.

WALGA has undertaken two reviews of the performance of the DAP system in [2016](#) and [2020](#). Those reviews informed WALGA's current advocacy position, endorsed in May 2022, that recommends changes to the DAP system to ensure it operates in an efficient, effective, and transparent way, and appropriately considers matters of local planning context in decision-making.

The current position is being reviewed as part of WALGA's regular position review process and in recognition of significant planning reforms in 2024, specifically the replacement of the proposed special matters DAP with the permanent significant development pathway (Part 11B).

To inform the review of the DAP position and its ongoing advocacy, WALGA collated and reviewed data on the operation of the DAPs and the significant development pathway.

The [DAP Report](#) examines DAP data from its inception in 2011 to the end of the 2023-24 financial year, with a focus on observable trends since the previous report in 2020. The report indicates minor improvements in the DAP system, particularly in reliability and consistent decision making. Despite this, the DAP system continues to determine many low-value applications that lack strategic importance and should be redirected to the Local Government pathway.

The [Significant Development Pathway Report](#) examines data from the pathway's commencement in 2020 until 1 April 2025. The report finds that this pathway is used infrequently and does not process applications efficiently, contrary to its intended purpose and that the pathway's other goals, driving economic recovery (Part 17) and aiding housing supply (Part 11B), have also not been met.

The collated data will be uploaded to the [DAP Dashboard](#) on WALGA's website.

WALGA has drafted a revised advocacy position that will sit within the context of the Planning Principles and Reform advocacy position and will expand on the DAP position to:

1. Be applicable to all State Government DAs and approvals (e.g. significant development pathway, DAPs, Public Works, region scheme approvals, Development WA).
2. Establish principles to guide transparent and accountable decision-making on development applications, ensuring that local planning frameworks are appropriately considered, and communities, particularly in regional areas, are granted equitable access to the decision-making process.

3. Include a refined list of reforms to the DAP system, while retaining the position to increase the DAP threshold and for equal representation of Specialist Members and Local Government Members.
4. Include a recommendation that the significant development pathway be abolished based on the findings of the significant development pathway report, and includes a list of reforms if the pathway is to be retained to ensure it operates more efficiently and only processes genuine state significant projects.

The draft position and accompanying review reports were provided to Local Governments for Council endorsed or CEO preferred feedback by 23 May.

COMMENT

The current DAP advocacy position is outdated and does not reflect the current planning framework, specifically the introduction of the permanent significant development pathway (Part 11B of the *Planning and Development Act 2005*).

The proposed new advocacy position will complement WALGA's planning advocacy position, 6.1 Planning Principles and Reform, that notes decisions should be made by the level of government closest to and most impacted by a planning proposal and should appropriately reflect local environment, context, communities and character.

The proposed advocacy position has been informed by feedback from CEO approved and Council endorsed submissions, Local Government officer input and WALGA's previous submissions, specifically on DAP reforms and amendments to the *Planning and Development Act 2005* that introduced the significant development pathway.

Some minor amendments were made to the draft position in response to members' feedback, particularly regarding the recommendations for the state significant development pathway.

Local Government feedback was that the pathway was not functioning effectively in its current form. While some Local Governments advocated for its abolition, others considered that there may be benefits if the pathway was limited to genuine state-significant projects only and operated more efficiently. The draft position calls for the reforms to the pathway and for it to be subject to periodic review if retained.

Further information on the rationale for the position and feedback provided is attached.

The Environment Policy agreed to recommend that State Council endorse the new expanded position at their meeting on 29 May.

WALGA RECOMMENDATION

That WALGA:

1. Replace Advocacy Position 6.4 Development Assessment Panels with the following:

6.4 State Development Applications and Decision Making

WALGA calls on the State Government to:

- 1. Ensure that decision making on development applications (DAs) is:*
 - a. consistent and accountable*
 - b. accessible to local communities*
 - c. respectful of, and appropriately applies, local planning frameworks in line with their statutory weight.*
 - 2. Reform the Development Assessment Panel (DAP) system to:*
 - a. raise the DAP threshold from the current \$2 million to \$5 million and mandate periodic reviews of the threshold*
 - b. modify the composition of DAPs to provide equal representation of Specialist Members and Local Government Members*
 - c. review DAP processes to ensure proponents provide necessary information in a timely manner*
 - d. provide clear procedural guidance on the roles and functions of Local Government officers and Council*
 - e. allow access to the State Referral Coordination Unit for DAP applications to ensure timely and adequate referral responses from State Government agencies are provided to Local Governments.*
 - 3. Abolish the state significant development assessment pathway (Part 11B of the Planning and Development Act 2005).*
 - 4. If the significant development assessment pathway is retained, implement the following reforms:*
 - a. raise the cost threshold to \$50 million and mandate periodic reviews of the threshold*
 - b. align statutory timeframes with DAP and Local Government determined DAs*
 - c. ensure all developments are consistent with applicable local planning instruments and provide comprehensive guidelines for discretionary decision making, including applying extraordinary discretion*
 - d. delete references to 'mandatory significant development' to ensure the pathway remains entirely opt-in*
 - e. undertake periodic reviews of its operation and effectiveness.*
2. Notes the Development Assessment Panel 2011 – 2024 Review and State Development Pathway 2020 – 2025 Review reports.

RESOLUTION

Mover: Shire of Bruce Rock

Seconder: Shire of Tammin

That the Zone support the WALGA recommendation for State Council Agenda item 8.2 as contained in the State Council Agenda and as provided above.

CARRIED

13.3. PUBLIC LIBRARY AGREEMENT (STATE COUNCIL AGENDA ITEM 8.3)

By Rebecca Hicks, Policy Officer Community

EXECUTIVE SUMMARY

- WALGA is a signatory to the *State and Local Government Agreement for the Provision of Public Library Services in Western Australia* (the Agreement).
- The five-year Agreement defines roles and responsibilities in the delivery of public libraries and provides the structure and framework for the delivery of the WA Public Libraries Strategy and future vision for public library services.
- The current Agreement, endorsed by State Council in July 2020, is due for renewal in September 2025.
- WALGA has participated in the review of the Agreement, which has recommended minor amendments.
- Following the signing of a new Agreement, a sector consultation process will be undertaken for the associated Local Level Agreements between the State Library and Local Governments.
- The Agreement does not include funding arrangements for public libraries. WALGA continues to advocate for increased public library funding.

ATTACHMENT

- [State and Local Level Agreement for the Provision of Public Library Services in Western Australia 2025 – 2030](#)

STRATEGIC PLAN IMPLICATIONS

Endorsing the Agreement aligns with WALGA's 2025-2029 Strategic Plan, particularly:

- Influence – Lead advocacy on issues important to Local Government and empower the Local Government sector to build communities equipped for the future.
- Support – Grow opportunities for Local Governments' sharing of services and resources.
- Expertise – Optimise organisational capability to service members' needs and foster relationships between our subject matter experts and stakeholders.

POLICY IMPLICATIONS

Endorsement of the new Agreement aligns with WALGA's current [Advocacy Position 3.8 Public Libraries](#), which states:

1. *Western Australian Local Government public libraries provide valuable local cultural infrastructure, creating social and community hubs for community capacity building, recreation, education and literacy, digital inclusion, and social connection, cohesion and inclusion.*
2. *WALGA supports the provision of Public Library services in Western Australia through a formal partnership between Local Government and the State Government of Western Australia, governed by the Library Board Act 1951, namely the State and Local Government Agreement for the Provision of Public Library Services in Western Australia (2020).*
3. *The WA Public Libraries Strategy 2022-2026 provides a framework for a shared vision, strategic direction and collaborative action in the provision of a vibrant and sustainable 21st century public library network.*
4. *It is essential that a sustainable funding model enables Local Governments to continue to deliver library services to support continued growth and adaptation to changing community needs.*

BACKGROUND

WALGA is a signatory to the *State and Local Government Agreement for the Provision of Public Library Services in Western Australia* (the Agreement), which is due for renewal in September 2025. The Agreement defines the roles and responsibilities for each tier of government in the delivery of public libraries and provides the structure and framework for the delivery of the [WA Public Libraries Strategy 2022-2026](#) and the future vision for public library services.

Following internal endorsement from signatories, the current Agreement received final endorsement in September 2020 by the Public Library Working Group (PLWG), which includes: WALGA, the State Library of Western Australia (SLWA), the Department of Local Government, Sport and Cultural Industries (DLGSC), Public Libraries WA Inc. and Local Government Professionals Australia WA. The same process will be undertaken for this renewal.

Connected to the Agreement are Local Level Agreements between the SLWA and individual Local Governments that provide public library services. Local Level Agreements set out more detailed public library service delivery requirements and will be reviewed in early 2026, including sector consultation.

COMMENT

WALGA has worked with SLWA to review the Agreement to meet the September 2025 renewal date. Amendments are minor and do not raise any issues for WALGA Members.

The scope of the Agreement does not extend to public library funding. SLWA is currently reviewing the Public Library Material Funding Allocation Model. WALGA and Local Governments will be consulted as part of the review.

State Government funding has failed to keep pace with the needs of public libraries, population growth or inflation. WALGA continues to [advocate](#) for increased overall funding for public libraries to maintain and enhance service levels that meet the diverse needs of communities across WA and support the implementation of the WA Public Library Strategy.

Following the renewal of the Agreement, WALGA will work with SLWA to develop a sector-wide consultation plan for the review of Local Level Agreements.

WALGA RECOMMENDATION

That State Council endorse the *State and Local Level Agreement for the Provision of Public Library Services in Western Australia*.

RESOLUTION

Mover: Shire of Nungarin
Seconded: Shire of Narembeen

That the Zone support the WALGA recommendation for State Council Agenda item 8.3 as contained in the State Council Agenda and as provided above.

CARRIED

13.4. OTHER STATE COUNCIL AGENDA ITEMS

Zone Delegates are invited to raise for discussion, questions or decision any of the items in the State Council Agenda, including the items for noting, Policy Team and Committee Reports or the Key Activity Reports.

14. EMERGING ISSUES

14.1. ZONE STRATEGIC PRIORITIES

During the meeting, President Cr Crees raised the Zone's Strategic Priorities and proposed that Agricultural Land Use be considered a key focus area for the Zone.

The Chair clarified that the current list of priorities is not ranked in any particular order and is reviewed biennially with each new Zone cohort. However, the Chair noted that a formal item on Agricultural Land Use could be prepared and brought forward for discussion by the Executive Committee.

Noted

14.2. CARETAKER PROVISIONS

A question was raised regarding the implications of the Local Government caretaker provisions on the timing and conduct of CEO Performance Reviews.

The Executive Officer advised on the relevant provisions of the Act, which identify 'significant acts' which Local Governments are prohibited from doing during a caretaker period.

15. NEXT MEETING

The next Executive Committee meeting will be held on Wednesday, 6 August commencing at 8:00am, via MTeams.

The next Great Eastern Country Zone meeting will be held on Monday, 18 August, commencing at 10:00am.

Month	Executive Committee	Zone
August	Wednesday, 6 August at 8:00am MTeams	Monday, 18 August Shire of Merredin
November	Tuesday, 4 November at 8:00am MS Teams	Thursday, 13 November Shire of Kellerberrin

16. CLOSURE

There being no further business the Chair closed the meeting at 1:02pm.



WHEATBELT NORTH-EAST SRRG



Chairperson: Cr E O'Connell
Deputy Chairperson: Cr W Della Bosca

Secretary: Mr R Munns

R Munns Engineering Consulting Services
PO Box 516
NARROGIN WA 6312
Ph : 0407 604 164

Unconfirmed Minutes of the Sub Regional Road Group meeting held via Zoom Video Conference on Friday the 27th June 2025 commencing at 8.34 am.

1. DECLARATION OF OPENING/ANNOUNCEMENT OF VISITORS

The Chairperson declared the meeting open at 8.34 am and welcomed everyone in attendance.

2. ATTENDANCE/APOLOGIES

Attendance

Cr Eileen O'Connell	Shire of Nungarin	(Chairperson & Voting Delegate)
Cr Wayne Della Bosca	Shire of Yilgarn	(Voting Delegate)
Cr Nick Chandler	Shire of Koorda	(Voting Delegate)
Cr Ashley Walker	Shire of Mukinbudin	(Voting Delegate)
Cr Justin Begley	Shire of Wyalkatchem	(Voting Delegate)
Cr Daimon Geier	Shire of Westonia	(Voting Delegate)
Cr Dale Naughton	Shire of Trayning	(Voting Delegate)
Mr Bill Price	CEO – Shire of Westonia	
Mr Nic Warren	CEO – Shire of Yilgarn	
Ms Tanika McLennan	CEO – Shire of Mukinbudin	
Mr Peter Naylor	Acting CEO – Shire of Trayning	
Mr Darren West	Manager of Works – Shire of Koorda	
Mr Santo Leotta	Manager of Works – Shire of Mt Marshall	
Mr Paul Healy	Manager of Works – Shire of Trayning	
Mr Craig Powell	Manager of Works – Shire of Mukinbudin	
Mr Dave Walters	Leading Hand – Shire of Mukinbudin	
Mr Rod Munns	Consulting Engineer - RMECS	(Secretary)

Apologies

Cr Tanya Gibson	Shire of Mt Marshall	(Voting Delegate)
Cr Brian Close	Shire of Yilgarn	(Proxy Delegate)
Mr Dave Nayda	CEO – Shire of Nungarin	
Ms Sabine Taylor	CEO - Shire of Wyalkatchem	
Mr Ben McKay	CEO – Shire of Mt Marshall	
Mr Zac Donovan	CEO – Shire of Mt Koorda	
Mr Glen Brigg	Manager of Works – Shire of Yilgarn	
Mr Aaron Wootton	Manager of Works – Shire of Nungarin	
Mr Eric Anderson	Leading Hand – Shire of Wyalkatchem	
Mr Allister Butcher	Consultant – Shire of Wyalkatchem	
Mr John Nuttall	Program Director - WSN	
Ms Allison Hunt	Secretary WN RRG – MRWA	

3. CONFIRMATION OF MINUTES OF MEETING 18th February 2025

Resolution 2025 - 005	
That the Minutes of the WNE SRRG Zoom Video Conference Meeting, held on the 18 th February 2025, be confirmed as a true and correct record of proceedings.	
Moved Cr D Naughton	Seconded Cr J Begley
Carried: Yes (7/0)	

4 BUSINESS ARISING FROM PREVIOUS MINUTES

Nil.

5 CORRESPONDENCE

5.1 Correspondence In

- a) Advice of Increase in Indicative 25/26 Yr Road Project Grant Funding – received via email from Allison Hunt (Att 2a – Worksheet with Figures) on 26th March 2025.
- b) Advice of April 2025 RRG Report from WALGA – received via email from Allison Hunt (Att 2b – RRG Report) on 1st April 2025.
- c) Advice of Updated MCA Nomination Form Template for 26/27 Yr – received via email from Allison Hunt (Att 2c – email only) on 10th April 2025.
- d) Advice of Closing Date for 26/27 Yr Blackspot Funding Nominations – received via email from Allison Hunt (Att 2d – email only) on 11th April 2025.
- e) Advice of MRWA / IPWEA – WA Online Road Safety Course – received via email from Allison Hunt (Att 2e) on 6th May 2025.
- f) Advice of New Crash Map & Road View Webpage – received via email from Allison Hunt (Att 2f) on 13th May 2025.
- g) Advice of State Advisory Committee Meeting Agenda and Minutes held 29 April 2025 – received via email from Allison Hunt (Att 2g i – Meeting Agenda and Att 2g ii – Meeting Minutes) on 15th May 2025.
- h) Advice of Latest WN RRG Road Program and WSFN Recoup Register – received via email from Allison Hunt (Att 2h – email only) on 25th June 2025.

5.2 Correspondence Out

- a) Request for revised 25/26 Yr RRG Road Program MCA submissions as a result of a 12.8% increase in indicative RRG Funding – email from myself to All Group Members (Att 2i) on 26th March 2025 (Email Only).

Resolution 2025 - 006	
That the Incoming and Outgoing Correspondence be accepted.	
Moved Cr J Begley	Seconded Cr A Walker
Carried: Yes (7/0)	

6 BUSINESS ARISING FROM CORRESPONDENCE

Nil.

7 GENERAL BUSINESS

7.1 Funding Recoup Items.

The following default items require discussion:

- a) Review of Direct Grant Funding – claims to MRWA by no later than 31 August
- b) All projects – claiming first 40% of approved project funds
- c) Road Project Funding - estimated completion dates and maximising expenditures as at 30 June

The WNE SRRG part of the current WN RRG Funding Recoup Register (at 24th June 2025) is attached for reference (Att 3). This Recoup Register shows that our SRRG has 18% of our 2024/25 Yr Road Program funding unrecouped to date. The amounts of funding unrecouped for each Council within our SRRG is shown as tabled below:

Council	% of Funding <u>Unrecouped</u>
Koorda	4%
Mt Marshall	20%
Mukinbudin	0%
Nungarin	1%
Trayning	20%
Westonia	0%
Wyalkatchem	60%
Yilgarn	20%
Average Unrecouped Funding for our SRRG	18%

FYI – the other 3 x SRRG's currently have unrecouped funding percentages of (this includes some carryover funding from the previous financial year):

Avon SRRG - 23%

Kellerberrin SRRG - 25%

Moora SRRG - 4%

WNE SRRG - 18%

Total WN RRG 15.7% (Note – that it's likely that this carryover figure will reduce at the EOFY – due to late Recoups)

Representatives from each Council provided an update on the status of each of their current year projects and advised the Project and Funding Recoup Status at the EOFY. The results are as tabled below.

The final projected Carryover RRG Funding amount for our Group at the 24/25 EOFY is expected to be \$ 149,709, which is only a 3.5% Carryover Figure.

Minutes of Wheatbelt North East SRRG 27th June 2025

Council	Road	Original Project SLKs	Project Length Km	Project Description	% Funding Not Recouped by EOFY	Status (Expected Completion Date)	Status (Expected Recoup Date)
Koorda	Burakin / Wialki Rd	4.20 - 5.40	1.20	Reconstruct existing Type 4 failed section to Type 6 sealed pavement - to Minm 12m carriageway width & minm 8.0m primerseal width.	0%	Complete	Fully Recouped
Koorda	Burakin / Wialki Rd	23.10 - 25.30	2.20	Reconstruct existing Type 4 failed section to Type 6 sealed pavement - to Minm 12m carriageway width & minm 8.0m primerseal width.	0%	Complete	Fully Recouped
Koorda	Kalannie / Kulja Rd	4.50 - 5.80	1.30	Reconstruct existing Type 4 failed section to Type 6 sealed pavement - to Minm 12m carriageway width & minm 8.0m primerseal width.	14%	Complete	Fully Recouped \$ 16,907 Underexpenditure
Mt Marshall	Ingleton Rd	17.28 - 20.77	3.49	Construct existing Type 3 (unsealed section) to Type 5 sealed pavement - to Minm 10m carriageway width & minm 7.0m primerseal width.	20%	Incomplete - Final Seal to be completed in the 25/26 Yr	Carryover \$ 53,717 into 25/26 Yr to complete Final Seal
Mt Marshall	Burakin / Wialki Rd	44.63 - 46.19	1.56	Reseal	0%	Complete	Final 20% Recoup has been submitted
Mt Marshall	Burakin / Wialki Rd	11.14 - 14.28	3.14	Reseal	0%	Complete	Final 20% Recoup has been submitted
Mt Marshall	Bimbijy Rd	20.88 - 23.17	2.29	Reseal	0%	Complete	Final 20% Recoup has been submitted
Mt Marshall	Bimbijy Rd	27.60 - 28.70	1.10	Reseal	0%	Complete	Final 20% Recoup has been submitted
Mt Marshall	Bencubbin - Beacon Rd	10.18 - 11.41	1.23	Reconstruct existing Type 4 to Type 6 sealed pavement - to Minm 10m carriageway width & minm 8.0m primerseal width.	0%	Complete	Final 20% Recoup has been submitted
Mt Marshall	Kellerberrin - Bencubbin Rd	8.25 - 9.25	1.00	Reconstruct existing Type 5 to Type 6 sealed pavement - to Minm 10m carriageway width & minm 8.0m primerseal width.	0%	Complete	Final 20% Recoup has been submitted
Mukinbudin	Koorda - Bullfinch Rd	5.34 - 8.49 & 8.49 - 11.83	6.49	Reconstruct existing Type 5 to Type 6 sealed pavement - to Minm 10m carriageway width & minm 8.0m primerseal width from SLK 8.49 - 11.83. Carry out Reseal on section from SLK 5.34 - 8.49.	0%	Complete	Fully Recouped
Nungarin	Danberrin Rd	0.21 - 1.60	1.39	Apply Final 30 Thick Asphalt Seal to Reconstruction Work.	1%	Complete	Fully Recouped \$ 3,286 Underexpenditure
Trayning	Harrods Rd	0.00 - 4.20	4.20	Remove verge spoil and recondition the shoulders, refurbish the table drains, and extend culverts to achieve a minimum 10m pavement width. Apply a 7.2m wide primerseal / reseal.	20%	Incomplete - Mostly complete and remaining Work to be completed in 25/26 Yr	Carryover \$ 75,799 into 25/26 Yr to complete Project
Westonia	Warralakin Rd	33.00 - 36.30	3.30	Reconstruct existing Type 4 failed section to Type 6 sealed pavement - to Minm 10m carriageway width & 7.5m primerseal width.	0%	Complete	Fully Recouped
Wyalkatchem	Wyalkatchem North Rd	0.00 - 1.61 6.91 - 7.80	2.50	Reconstruct existing Type 4 pavement section to Type 6 sealed pavement - to Minm 10m carriageway width & 7.6m primerseal width.	0%	Complete by EOFY. Primerseal to be applied today.	Will be fully Recouped by EOFY
Yilgarn	Bodallin Bin Rd	0.90 - 3.10	2.20	Reconstruct and Upgrade section adjoining the Bodallin CNH Site from Type 4 to Type 6 Standard, including replacing and widening the 18 Barrel x 1200W x 1200H RCBC Culvert at SLK 1.33 - that is in poor condition, including a new cast insitu concrete base slab and new RCBC Units.	0%	Complete	Will be fully Recouped by EOFY (awaiting Final Invoices prior to submission of Final 20% Recoup)

Resolution 2025 - 007	
That the updated and final 24/25 Yr RRG Road Program Status Report be endorsed.	
Moved Cr D Geier	Seconded Cr W Della Bosca
Carried: Yes (7/0)	

7.2 Shire of Wyalkatchem – Out-of-Session 24/25 Yr Program Scope Change Ratification

Recently, the Shire of Wyalkatchem advised that they will complete the main section from SLK 0.0 – 1.61 of their single Reconstruction Project on Wyalkatchem North Rd, but not the 0.89km section from SLK 6.91 – 7.80, but will expend all of the budgeted funding. There have been cost overruns in completing the main 1.61km section as a result of latent conditions of the existing pavement materials that were not known in August 2024 when this Project was costed. As a result the Shire expended additional costs over budget to cement stabilize the pavement on this section, rather than the cheaper and budgeted wetmixing via recycling machine.

Subsequently, the Shire requested Out-of-Session Approval to:

- reduce the Scope of Works on this year's Reconstruction Project on the Wyalkatchem North Rd (Project No. 30003613) from SLK 0.0 – 1.61 & 6.91 – 7.80 to the single section from SLK 0.0 – 1.61 ONLY (with no financial changes).
- the 0.89km section not reconstructed from SLK 6.91 – 7.80 will be completed in the 2025/26 Yr and will require a Program change for next financial year.

Five (5) of the eight (8) Delegates provided emails approving this Out-of-Session request prior to this meeting. All Out-of-Session endorsements require ratification at the following meeting.

Resolution 2025 - 008	
That the Out-of-Session endorsement of the Shire of Wyalkatchem's request to reduce the Scope of Works on their 2024/25 Yr Reconstruction Project on the Wyalkatchem North Rd (MRWA Project No. 30003613), from SLK 0.0 – 1.61 & 6.91 – 7.80, to the single section from SLK 0.0 – 1.61 ONLY (with no financial changes), be ratified.	
Moved Cr D Geier	Seconded Cr J Begley
Carried: Yes (7/0)	

7.3 2025/26 Yr RRG Program Review

On the 26th March 2025, Ms Alli Hunt advised that our Group's 2025/26 Yr RRG Indicative Funding allocation had increased from \$ 4,311,692 (when our original 25/26 Yr RRG Road Program was endorsed in early Sept 2024), to \$ 4,864,697, an increase of 12.8%. This significant increase has been approved to offset some of the recent extraordinary increased Costs in Road Construction.

As a result I sent an email out to all Group Members on that same day, advising the revised Member Council 25/26 Yr RRG Funding allocations, and requested updated MCA submissions to take up the additional funding – due by 11th April 2025. I received back the final MCA submission and completed compiling this Program just prior to this meeting. Our revised summarized 25/26 Yr RRG Road Program is shown fully in Attachment 4, and a shorter version is provided in Table 3 below.

Minutes of Wheatbelt North East SRRG 27th June 2025

WNE SRRG - 2025/26 YR RRG PROGRAM (Rev 1 - Current at 25th June 2025)										
Council	Road	Subm. MCA Score	Original Project SLKs	Project Length Km	Project Description	New Constr (C) or Pres (P)	Cost to RRG (2024/25) / Project	Cost to Council (2024/25)	Total Project Cost (2024/25)	Current Cumulative RRG Cost / Council
Koorda	Burakin / Wialki Rd	119	25.30 - 28.10	2.80	Reconstruct existing Type 4 to Type 6 sealed pavement - to Minm 12m carriageway width & minm 8.0m primerseal width.	C	\$259,715	\$129,857	\$389,572	\$575,048
Koorda	Kalannie / Kulja Rd	102	5.80 - 8.00	2.20	Reconstruct existing Type 4 failed section to Type 6 sealed pavement - to Minm 12m carriageway width & minm 8.0m primerseal width. Includes Stage 1 Development Works for the section to be reconstructed that includes the Telecoms Relocation and Clearing Permit Costs to realign the deficient curve from SLK 8.40 - 8.60.	C	\$234,925	\$117,463	\$352,388	
Koorda	Kalannie / Kulja Rd	91	0.00 - 3.00	3.00	Reseal	P	\$80,408	\$40,204	\$120,612	
Mt Marshall	Bencubbin - Beacon Rd	93	3.98 - 5.71	1.73	Reconstruct existing Type 5 to Type 6 sealed pavement - to Minm 10m carriageway width & minm 8.0m primerseal width.	C	\$183,351	\$91,675	\$275,026	\$813,955
Mt Marshall	Bencubbin - Beacon Rd	93	26.22 - 27.38	1.16	Reconstruct existing Type 5 to Type 6 sealed pavement - to Minm 10m carriageway width & minm 8.0m primerseal width.	C	\$123,441	\$61,720	\$185,161	
Mt Marshall	Burakin / Wialki Rd	105	22.06 - 23.98	1.95	Reseal	P	\$82,854	\$41,427	\$124,281	
Mt Marshall	Burakin / Wialki Rd	102	47.84 - 48.88	1.04	Reseal	P	\$29,023	\$14,511	\$43,534	
Mt Marshall	Kellerberrin - Bencubbin Rd	108	10.01 - 11.31	1.30	Reconstruct existing Type 5 to Type 6 sealed pavement - to Minm 10m carriageway width & minm 8.0m primerseal width.	C	\$152,952	\$76,476	\$229,428	
Mt Marshall	Koorda - Bullfinch Rd	110	17.89 - 19.30	1.41	Reconstruct existing Type 5 to Type 6 sealed pavement - to Minm 10m carriageway width & minm 8.0m primerseal width.	C	\$168,315	\$84,157	\$252,472	\$499,944
Mt Marshall	Ingleton Rd	101	20.78 - 21.48	0.70	Construct existing Type 3 unsealed pavement to Type 5 sealed pavement - to Minm 10m carriageway width & minm 7.0m primerseal width.	C	\$74,020	\$37,010	\$111,030	
Mukinbudin	Koorda - Bullfinch Rd	122	0.00 - 4.25	4.25	Reconstruct existing Type 5 to Type 6 sealed pavement - to Minm 10m carriageway width & minm 8.0m primerseal width.	C	\$499,944	\$249,972	\$749,916	
Nungarin	Danberrin Rd	97	14.44 - 15.50	1.06	Reconstruct severely deteriorated pavement section - from Type 5 to Type 6 standard. Cement Stabilise the subgrade material and lime stabilise the subbase / basecourse layers.	C	\$282,166	\$141,083	\$423,249	\$282,166
Trayning	Kununoppin - Mukinbudin Rd	81	22.83 - 23.83	1.00	Reconstruct existing Type 4 section in poor condition to Type 5 sealed pavement - to Minm 10m carriageway width & 7.2m primerseal width. Includes Geometric and Pavement Design Costs and additional costs to fix curve superelevation and transition surface levels, and for batter reduction works to provide greater runoff recovery. NOTE THAT THE SHIRE OF TRAYNING ARE MATCHING FUNDING NEAR ON 1:1 - WELL IN EXCESS OF THE MINIMUM REQUIRED 1:2 RATIO.	C	\$211,264	\$207,032	\$418,296	\$432,971
	Kellerberrin - Bencubbin Rd	113	4.63 - 5.89	1.26	Reconstruct existing Type 5 section in poor condition to Type 6 sealed pavement - to Minm 10m carriageway width & 8.0m primerseal width.	C	\$221,707	\$110,853	\$332,560	
Westonia	Warralakin Rd	103	29.17 - 33.37	4.20	Reconstruct existing Type 4 failed section to Type 6 sealed pavement - to Minm 10m carriageway width & 7.5m primerseal width.	C	\$477,955	\$238,978	\$716,933	\$477,955
Wyalkatchem	Wyalkatchem North Rd	106	6.91 - 8.40	1.49	Reconstruct existing Type 4 pavement section to Type 6 sealed pavement - to Minm 10m carriageway width & 7.6m primerseal width.	C	\$404,622	\$202,311	\$606,933	\$404,622
Yilgarn	Bodallin North Rd	84	12.93 - 20.00	7.07	Reseal - following some minor pavement failure patches remedial stabilisation works	P	\$184,337	\$92,168	\$276,505	\$1,378,035
	Crampthorne Rd	103	9.9 - 13.50	3.60	Construct and Upgrade section from Type 3 to Type 5 Standard - to Minm 10m carriageway width & 7.2m primerseal width.	C	\$834,165	\$417,083	\$1,251,248	
	Marvel Loch - Forrestania Rd	91	4.20 - 13.27	9.07	Reseal - following some minor pavement failure patches remedial stabilisation works	P	\$359,533	\$179,767	\$539,300	
Average MCA Score		101	NOTE THAT THE PROJECTS WITH BLUE TEXT - ARE THOSE PROJECTS THAT HAVE BEEN REVISED FROM THE ORIGINAL							
Total							\$4,864,696	\$2,533,748	\$7,398,444	\$4,864,696
							\$4,864,696	Indicative Funding Amount - Advised via		
							\$0	(Program is fully allocated)		

Table 3

Resolution 2025 - 009	
That: 1) the Group's revised 25/26 Yr RRG Road Program as summarized in Table 3 above, be endorsed. 2) the endorsed Program be forwarded to the WN RRG for further consideration and endorsement.	
Moved Cr D Geier	Seconded Cr N Chandler
Carried: Yes (7/0)	

7.4 2026/27 Yr RRG Program

The 2026/27 Yr RRG Road Program MCA submissions will be requested **to be provided to myself by Friday the 1st August 2025**. As per Ms Alli Hunt's email dated the 10 April 2025 (see attachment 2c), the updated MCA template that was provided with this email is to be utilized for these MCA submissions. Submissions are to include the signed and dated Submission Header, updated 5 Yr RRG Programs, Locality Plan with start and finish locations for each work section and the SLK location of the relevant Road Count used, plus a copy of the Road Count Class Speed Matrix Report, and any other information you wish to provide including photos, etc.

I will send out a request for this Program on the 1st July 2025, and the start of each week thereafter, until the closing date.

7.5 Election of Office Bearers after LG Elections

Following the Local Government elections coming up in October 2025 we will need to hold a meeting to consider the Group's Delegates and Representatives for the following positions:

- Group's Chairperson
- Group's Deputy Chairperson
- Group's Delegate on the WN RRG
- Group's Proxy Delegate on the WN RRG
- Group's Delegate on the WSNF Steering Committee
- Group's Proxy Delegate on the WSNF Steering Committee
- Group's Secretary
- Group's Representative on the WN RRG Technical Committee
- Group's Proxy Representative on the WN RRG Technical Committee
- Group's Representative on the WSNF Technical Committee
- Group's Proxy Representative on the WSNF Technical Committee

In order for the WSNF Steering Committee to be reformed as soon as is practically possible following these elections, it is important we hold a meeting immediately following Member Council Meetings to elect Delegates to the WNE SRRG, so we can fill these Office Bearer positions. It is assumed that Member Councils will elect Delegates at their Ordinary October Council Meetings and subsequently we could hold a SRRG Meeting (probably an in-person meeting at Mukinbudin) late October / early November to elect Office Bearers for the next two (2) year period?

This potential meeting date was discussed, and it was decided to discuss this further at our next meeting in late August 2025.

8 OTHER BUSINESS

Cr O'Connell advised that since our last meeting, she has attended a couple of WSNF Steering Committee meetings and it appears the Project is running well. It was reiterated that we do need to make sure we elect our WNE SRRG Delegates asap following the October LG Elections, so we can hold a meeting immediately after to elect Office Bearers and especially the WSNF Delegates to the Steering Committee, so this Committee can reconvene.

Cr O'Connell also reminded all Delegates that they are welcome to attend the WN RRG Meetings held in Northam, with the next one due in early October.

9 NEXT MEETING DATES

9.1 Next WN RRG Meeting

The next WN RRG meeting is to be held on Monday 6th October 2025, at the Shire of Northam's Recreation Centre, at 44 Peel Tce commencing at 10.00am.

9.2 Next WN RRG Technical Committee Meeting

The next WN RRG Technical Committee meeting is TBA.

9.3 Next WNE SRRG Meeting

The next WNE SRRG meeting was tentatively scheduled for Tuesday 26th August 2025, commencing at 8.30am via Zoom Video Conference.

10 CLOSURE OF MEETING

The Chairperson thanked everyone for their attendance.

There being no further business, the meeting was closed at 9.08 am.

Shire of Yilgarn – Council Decision Status Report 2025



Meeting	Resolution Number	Resolution	Status
February 2025	4/2025	That Council, by Absolute Majority: 1. Declare, in accordance with section 4.20(4) of the Local Government Act 1995, the Electoral Commissioner to be responsible for the conduct of the 2025 ordinary election, together with any other elections or polls which may be required; 2. Decide, in accordance with section 4.61(2) of the Local Government Act 1995 that the method of conducting the election will be as a Postal election.	Complete Resolution provided to WAEC.
February 2025	5/2025	That Council endorses the following response in relation to the request for comment from the Department of Water and Environmental Regulation regarding Covalent Lithium Pty Ltd's application for a works approval: In regards to the works approval application from Covalent Lithium Pty Ltd (Reference APP-0026596) for a Category 64: Class II or III putrescible landfill site at Mining tenement M77/1066, the Shire of Yilgarn have no objections.	Complete DWER advised of decision
February 2025	6/2025	That Council in relation to the proposed closure of a portion of King Ingram Road as per provided plans: - Notes the 35 day notice period for the closure has been undertaken as per Section 58 of the Land Administration Act 1997, commencing on 16 January 2025 and closing on 20 February 2025; - Notes there were no submissions received; - Endorses the Chief Executive Officer making application to the Minister of Lands for the closure.	Complete Application lodged with Minister for Lands and DPLH.
February 2025	7/2025	That Council, by Absolute majority: • Note that no community submissions were received in relation to the: ○ Public Places, Local Government Property and Trading Local Law 2025 ○ Removal of Refuse, Rubbish and Disused Materials Local Law 2025 ○ Bush Fire Brigade Local Law 2025 • Note the responses from the Hon Hannah Beazley MLA, Minister for Local Government and Commissioner of the Department of Fire and Emergency Services . • Agree to accept all changes proposed and adopt the following Local Laws as presented: ○ Public Places, Local Government Property and Trading Local Law 2025 ○ Removal of Refuse, Rubbish and Disused Materials Local Law 2025 ○ Bush Fire Brigade Local Law 2025 • Determine the proposed Local Laws are not Significantly Different as a result of the proposed amendments.	Complete Published in Government Gazette on 1/05/2025. Explanatory Memorandum sent to Joint Standing Committee on 9/5/2025.

Shire of Yilgarn – Council Decision Status Report 2025



Meeting	Resolution Number	Resolution	Status
		• Authorise the CEO to make minor grammatical and formatting changes to the adopted local laws prior to gazettal. • Authorise the CEO to advertise the adopted local laws in the Government Gazette. • Authorise the CEO to Submit to the Minister for Local Government, following advertising in the Government Gazette, a copy of the adopted local laws. • Authorise the CEO to advertise, as a local public notice, the adoption of the local laws. • Authorise the CEO to compile and submit the Explanatory Memorandum and associated papers to the Joint Standing Committee on Delegated Legislation.	
February 2025	9/2025	That Council: A. Determine that the proposed Tree farm use may be consistent with the objectives of the Rural/Mining zone and advertise under clause 64 of the deemed provisions of the Planning and Development (Local Planning Schemes) Regulations 2015 before considering an application for development approval for the use of the land. B. Note the application has been advertised for public comment and that all public submissions received at the time of writing this report have been summarised in Table 4. C. Note the issues raised in Table 4, however note that matters are addressed in the application and /or can be addressed through conditions of any development approval. D. Approved the application for a Tree Farm on various lots in Southern Cross that are generally known as Avalon Homestead South, Avalon North, Cairns Road, Garrat, Marafioti, Newbury, Perilya and South Garrat on the following conditions: 1. Prior to commencement of planting, an amended Project Management Plan and updated Plantation Design maps showing rows with a minimum width of 30m between planting lines must be lodged with the Shire for approval by the Chief Executive Officer. 2. The development must at all times be carried out in accordance with the approved Project Management Plan and Plantation Design maps including measures such as site preparation, weed management, and pest control. 3. Within 3 months after the date of this approval updated Bushfire Management Plans that include: a. contact details of a locally employed plantation manager and/or fire officer; and b. contact details of owners/occupiers of neighbouring lots; are to be lodged with the Shire for approval by the Chief Executive Officer.	Complete Decision letter provided to applicant.

Shire of Yilgarn – Council Decision Status Report 2025



Meeting	Resolution Number	Resolution	Status
		4. The measures outlined in all approved Bushfire Management Plans must be implemented during the life of the development. 5. A copy of the approved Bushfire Management Plan is stored at the main entrance to the respective properties in a secure, weatherproof and clearly labeled container at all times in a location shown in the applicable approved Bushfire Management Plan. 6. Internal access tracks are to be adequately sign posted to provide clear direction to water points (for fire emergencies) and exit points. 7. Internal firebreaks, access tracks and turnaround areas are to be adequately maintained to the satisfaction of the Chief Executive Officer for access by emergency fire vehicles. 8. Prior to harvesting, the owner/developer is to lodge a detailed Harvesting Plan for approval by the Chief Executive Office. The Harvesting Plan is to include: (a) Haulage routes for vehicles involved in the harvest transport; (b) Clear demarcation of local roads and any roads under the care and control of Main Roads WA; (c) Heavy vehicle movements scheduling; (d) Use of escort vehicles; (e) Traffic management and interaction with other road users; (f) A Pre-Construction Road Condition Report along the agreed main haulage routes within the local government area, and the obligation to prepare a Post-Construction Road Condition Report once harvesting for different properties are complete. (g) An outline of all separate approvals required through Main Roads WA. The extent of the main haulage route for a Pre-Construction and Post-Construction Road Condition Report is to be agreed to separately in writing by the developer and the Chief Executive Officer. 9. Harvesting must be carried out in accordance with the approved Harvesting Plan. 10. Any damage caused to the roads attributable to any harvesting phase of the development is to be rectified by the developer at their own cost to the standard identified in the Pre-Construction Road Condition Report to the satisfaction of the Chief Executive Officer. 11. Where the developer intends to undertake the development in stages, a Staging Plan must be lodged with the local government at the same time as the Management Plan referred to in Condition 1 or at a later time agreed to separately in writing by the Chief Executive Officer. The purpose of the Staging Plan is to determine the scope of information required in order to satisfy the conditions of approval as it relates to that stage.	

Shire of Yilgarn – Council Decision Status Report 2025



Meeting	Resolution Number	Resolution	Status
		12. The approved plans required by these conditions may amended from time to time with the written approval of the Chief Executive Officer. Advice Notes If an alternative plantation manager and/or fire officer is engaged (other than the persons stated in an approved Bushfire Management Plan), or any relevant contact details change, then a revised Management Plan is to be lodged to the Shire.	
February 2025	10/2025	That Council waives the fees associated with weekly use of the Southern Cross Seniors Centre for Wheatbelt Agcare, totalling \$3,640 per annum for a period of three years.	Complete Waiver applied and Wheatbelt Agcare notified.
February 2025	15/2025	That Council endorse: - the recommended amendments to policy 4.5 - Heavy Vehicle Road Improvement Contribution; - endorse the renaming of policy 4.5 - Heavy Vehicle Road Improvement Contribution to 4.5 – Heavy Vehicle Road Usage Fee; and - the amendment to the 2024/2025 Schedule of Fees & Charges as presented and approves an imposition date of 24th February 2025.	Complete Advertising of new Fee undertaken.
February 2025	16/2025	That Council, pursuant to Section 6.64 (1) (b) of the Local Government Act 1995, take possession of the land indicated and proceed to sell the land listed hereunder which have rates in arears for three or more years. List of Land by Assessment Number: Assessment: A1590 – 25 Polaris Street, Southern Cross Assessment: A18005 – 42 West Street, Bullfinch	Implemented LG (FM) Regs, Form 4 sent 4th March 2025 to both properties. Seizure for Sale notice to be issued on or about 4th June if payment not received.
February 2025	19/2025	That Council: - Endorses the CEO Performance and Remuneration Review 2023 to 2024 and the recommendations contained within; - Endorses the CEO Performance Criteria 2024-2025, noting this will form the basis for the next CEO review; and - Endorses the Report to Inform the Annual CEO Remuneration Review.	Complete
March 2025	27/2025	That Council adopts the 2024 Local Government Compliance Audit Return for the Shire of Yilgarn for the period 1 January 2024 to 31 December 2024. And	Complete Lodged with DLGSC on 27/03/2025.

Shire of Yilgarn – Council Decision Status Report 2025



Meeting	Resolution Number	Resolution	Status
		That Council in accepting the Compliance Audit Return, authorises the Shire President and Chief Executive Officer to sign and submit the same to the Department of Local Government, Sport and Cultural Industries as required.	
March 2025	31/2025	That Council, declines to accept the following proposal for the repayment of rates and charge due on Assessment A1670: 1. Waive the outstanding interest amount, being - \$2,443.57 2. Write off the incurred legal expenses being - \$3,678.23 3. Make periodic payments to clear \$7,826.77 of non-deferred rates prior to 30 June 2025. 4. Leave the amount of \$9,166.57 as deferred with an indeterminate payment date.	In progress Agenda item tabled at June Ordinary Council meeting to resolve matter.
March 2025	33/2025	That Council: A. Determine that the proposed use may be consistent with the objectives of the Rural/Mining zone and advertise under clause 64 of the deemed provisions before considering an application for development approval for the use of the land. B. Not the application is being advertised for public comment and the consultation period ceases on the 15th April 2025. C. Pursuant to Clause 82(1) and 82(2) of the Planning and Development (Local Planning Schemes) Regulations 2015 grant (by Absolute Majority) delegate authority to the Chief Executive Officer to determine the application for a Met Mast Lot 1146 (no 235) Nulla Nulla North Road, Bodallin.	Completed Approval issued 1/05/2025.
March 2025	34/2025	That Council appointment the following persons under Section 38(1) of the Bush Fire Act 1954: Chief Bush Fire Control Officer: Leigh Dal Busco Deputy Chief Bush Fire Control Officer North: John Roberts Deputy Chief Bush Fire Control Officer South: Corey Hilder	Complete Advertised in Kal Miner on 4 April 2025.
April 2025	41/2025	That Council, by absolute majority, waive the standard usage fee for the Yilgarn Ladies Darts Association for the 2024/2025 financial year. And	Complete Association advised on decision 5/05/2025

Shire of Yilgarn – Council Decision Status Report 2025



Meeting	Resolution Number	Resolution	Status																					
		Council advise the Yilgarn Ladies Darts Association that any future requests for waivers must be accompanied with a financial position statement. And Council are to note the hire bond will still be payable																						
April 2025	42/2025	That Council by Absolute Majority: 1. Agrees to the transfer of 54 Spica Street, Southern Cross WA (Lot 75 on DP223122) to the Shire of Yilgarn via unencumbered freehold title; 2. Agrees to the Shire of Yilgarn retaining the overpaid rate balances on the property assessment; 3. Endorses the Shire not undertaking enforcement action in the form of a prosecution for breaches of legislation pertaining to the condition of the property and dwelling; 4. Agrees to a budget allocation in the 2025/2026 annual budget for the remediation of the dwelling and property; 5. Endorses the Shire of Yilgarn covering costs incurred by both parties relating to settlement and land transfer costs;	In Progress Conveyancing agent engaged.																					
April 2025	43/2025	That Council, by absolute majority, endorses an allocation of \$9,000 in the 2025/2026 annual budget for the Yilgarn Agricultural Society to support the 2025 Yilgarn Agricultural Show.	In Progress To be included in 2025/2026 budget. Agricultural Society advised 5/05/2025																					
April 2025	47/2025	That Council: 1. Endorse the Differential Rating – Objects and Reasons for the 2025/2026 rating years as presented; 2. Endorse the following proposed Differential General Rates Categories, Rates in the Dollar and Minimum amounts for the Shire of Yilgarn for the 2025/2026 financial year: <table><tr><td>Land Category</td><td>Rate - Cents in the Dollar</td><td>Minimum Payment</td></tr><tr><td>GRV - Residential/Industrial</td><td>9.2691</td><td>\$600</td></tr><tr><td>GRV - Commercial</td><td>7.8315</td><td>\$450</td></tr><tr><td>GRV - Minesites</td><td>15.6075</td><td>\$450</td></tr><tr><td>GRV -SPQ</td><td>15.6075</td><td>\$450</td></tr><tr><td>UV - Rural</td><td>1.1845</td><td>\$450</td></tr><tr><td>UV - Mining</td><td>16.4341</td><td>\$450</td></tr></table> 3. Endorse a public notice and consultation process on the proposed Differential General Rates and General Minimum Rates as follows: • Local public notice being placed on Councils website on Thursday, 1st May 2025 with ancillary notices being published as soon as practicable after this, as per the requirements of section 6.36 of the Local Government Act 1995. • Individual ratepayer consultation for all ratepayers in General Rate Categories with less than 30 ratepayers.	Land Category	Rate - Cents in the Dollar	Minimum Payment	GRV - Residential/Industrial	9.2691	\$600	GRV - Commercial	7.8315	\$450	GRV - Minesites	15.6075	\$450	GRV -SPQ	15.6075	\$450	UV - Rural	1.1845	\$450	UV - Mining	16.4341	\$450	Complete Endorsed at Special Council meeting 29 May 2025.
Land Category	Rate - Cents in the Dollar	Minimum Payment																						
GRV - Residential/Industrial	9.2691	\$600																						
GRV - Commercial	7.8315	\$450																						
GRV - Minesites	15.6075	\$450																						
GRV -SPQ	15.6075	\$450																						
UV - Rural	1.1845	\$450																						
UV - Mining	16.4341	\$450																						

Shire of Yilgarn – Council Decision Status Report 2025



Meeting	Resolution Number	Resolution	Status																																							
April 2025	48/2025	That Council endorses the Long-Term Financial Plan 2025/26 - 2034/35 as presented.	Complete No further action required																																							
May 2025	58/2025	That Council 1. Adopts the 2025/2026 Schedule of Fees and Charges as presented; and 2. Approves the advertising of their effective date of 1 st July 2025	Complete Public notice completed.																																							
May 2025	59/2025	That Council adopts the following elected members sitting fees, expense reimbursements/allowances and President & Deputy Presidents allowances for the 2025/2026 financial year: <table><tr><td></td><td>For a council member other than mayor or president</td><td>For a council member who holds the office of mayor or president</td></tr><tr><td colspan="3">Meeting Fee Type</td></tr><tr><td>Council - Per Meeting</td><td>\$440</td><td>\$660</td></tr><tr><td>Committee - Per Meeting</td><td>\$220</td><td>\$220</td></tr><tr><td colspan="3">Expense Reimbursement / Allowance Type</td></tr><tr><td>Travel Reimbursement - Per Kilometre</td><td colspan="2">As per Local Government Officers’ (Western Australia) Award 2021 – section 30.6 for “Rest of State”</td></tr><tr><td>ICT Allowance</td><td colspan="2">\$1,180</td></tr><tr><td colspan="3">Other Allowances</td></tr><tr><td>President - Per Annum</td><td colspan="2">\$13,000</td></tr><tr><td>Deputy President - Per Annum</td><td colspan="2">\$3,250</td></tr><tr><td colspan="3">Independent Committee Member</td></tr><tr><td>Audit & Risk Committee - Per Meeting</td><td colspan="2">\$450</td></tr><tr><td>Other Applicable Committee - Per Meeting</td><td colspan="2">\$450</td></tr></table>		For a council member other than mayor or president	For a council member who holds the office of mayor or president	Meeting Fee Type			Council - Per Meeting	\$440	\$660	Committee - Per Meeting	\$220	\$220	Expense Reimbursement / Allowance Type			Travel Reimbursement - Per Kilometre	As per Local Government Officers’ (Western Australia) Award 2021 – section 30.6 for “Rest of State”		ICT Allowance	\$1,180		Other Allowances			President - Per Annum	\$13,000		Deputy President - Per Annum	\$3,250		Independent Committee Member			Audit & Risk Committee - Per Meeting	\$450		Other Applicable Committee - Per Meeting	\$450		Complete No further action required
	For a council member other than mayor or president	For a council member who holds the office of mayor or president																																								
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Independent Committee Member																																										
Audit & Risk Committee - Per Meeting	\$450																																									
Other Applicable Committee - Per Meeting	\$450																																									
May 2025	60/2025	By Simple Majority council accepts the 2025/2026 to 2034/2035 Plant Replacement program as presented.	Complete No further action required																																							
June	66/2025	That Council endorse laying on the table item 9.1.2 2025 WALGA Annual Convention and AGM.																																								
June	67/2025	That Council: (1) Endorse the Shire of Yilgarn Community Enhancement Fund Policy, as presented. (2) Endorse, by absolute majority, the establishment of the Community Enhancement Fund Advisory Committee.	Complete Policy published, nominations sought for advisory committee.																																							

Shire of Yilgarn – Council Decision Status Report 2025



Meeting	Resolution Number	Resolution	Status
		(3) Endorse the Community Enhancement Fund Advisory Committee Terms of Reference, as presented. (4) Endorse the establishment of a Community Enhancement Fund Reserve account via the 2025/2026 annual budget process. (5) Endorse the CEO to undertake minor grammatical or formatting changes to the endorsed documentation if required, on the condition it does not change the intent of the document or its content.	
June	68/2025	That Council endorse the following response to the Department of Planning, Lands and Heritage: The Shire of Yilgarn have no objections to Lot 860 on Deposited Plan 213925, known as 74 Procyon Street, Southern Cross being divested as a freehold title.	Complete
June	69/2025	That Council endorse the following response to the Department of Water and Environmental Regulation: In relation to the application by Covalent Lithium pertaining to an amendment to works approval W6673/2022/1 under Division 3 Part V of the Environmental Protection Act 1986 at Mt Holland Mine being located on mining tenement G77/137, M77/1066 and M77/1080, the Shire of Yilgarn have no objections.	Complete
June	71/2025	That Council endorse laying on the table item 9.2.3 Rate Repayment Proposal - Assessment A1670.	In Progress Amended / updated proposal being presented for consideration at July Meeting
June	73/2025	That Council, by absolute majority, endorse the following Presiding Members and Deputy Presiding Members where relevant for the various Shire of Yilgarn Committees: <u>Shire of Yilgarn Audit Committee</u> Presiding Member: Jodie Cobden Deputy Presiding Member: Cr Wayne Della Bosca <u>Bushfire Advisory Committee</u> Presiding Member: Leigh Dal Busco - Chief Bush Fire Control Officer Deputy Presiding Member: Cr Wayne Della Bosca <u>Local Emergency Management Committee</u> Presiding Member: Cr Wayne Della Bosca Deputy Presiding Member: Cr Bryan Close <u>Shire of Yilgarn History Museum Advisory Committee</u> Presiding Member: Cr Lisa Granich	Complete

Shire of Yilgarn – Council Decision Status Report 2025



Meeting	Resolution Number	Resolution	Status
		<u>Shire of Yilgarn Tourism Advisory Committee</u> Presiding Member: Cr Linda Rose <u>Shire of Yilgarn Roads Committee</u> Presiding Member: Cr Bryan Close	
June	77/2025	77/2025 That Council endorse the Social Investment Agreement with Outback Carbon as presented and authorise the Chief Executive Officer to execute on behalf of the Shire of Yilgarn.	Complete Agreement executed



Strategic Community Plan 2024-2034

*Quarterly Report
April to June 2025*

INTRODUCTION

What is the Strategic Community Plan

The Strategy Community Plan, which underwent a major review in 2024, is the highest level planning document in the Integrated Planning and reporting process. This Plan is designed to be a “living” document that guides the development of the Shire of Yilgarn community for the next ten (10) years.

One of the key features of the Strategic Community Planning process is community engagement and the part it plays in influencing the Shire’s strategic direction as it seeks to achieve the community’s long term vision and aspirations.

Strategic planning is a recurring process, requiring constant refinement and review. Every second year a desktop review of this Plan is scheduled to occur which will alternate with a comprehensive review every four (4) years to ensure the Plan remains in line with the community’s vision, aspirations and objectives.

This Quarterly report aims to inform Councillors and the community as to the Shire’s progress against the outcomes listed in the Plan.

Structure of the Plan

Based on community engagement, the Plan sets out the vision for the Shire’s future and captures the community’s aspirations and values. A strategic objective has been developed for each of the four key themes of community interest, being:

- *Social: An inclusive, secure and welcoming community that encourages families, youth and the aged to remain and contribute to our Shire in the long term;*
- *Environment: Protecting, utilising and enhancing our natural environment;*
- *Economic: A prosperous future for our community; and*
- *Civic Leadership: Accountable and strong leadership guiding our community into the future.*

Desired outcomes for each objective have been determined and strategies to meet the objectives established. In undertaking the review, the Shire had regard for the community’s feedback, current and future resources, strategic performance indicators and demographic trends.

The Shire of Yilgarn Strategic Community Plan can be found on the Shire’s Website via www.yilgarn.wa.gov.au

STRATEGIC DIRECTION

Our Vision

We are a proud agricultural and mining based economy, providing opportunities for our residents that will build an inclusive and prosperous community in the future.

Our Mission

The Shire of Yilgarn will deliver quality services, facilities and representation in order to achieve our vision.

Our Values

We will promote and enhance the following values in all our relationships with our community;

Honesty in our dealings

Integrity in our actions

Consistency in decision making

Teamwork in our operations

Respect to others and their decisions

Caring for people in our community

Commitment to decisions and roles

Responsive to the needs of others

Effective Communication with all

Key Points of the Plan

The Council have engaged the community in setting a vision for the coming decade. This plan sees existing services and facilities continue highlighting the priorities that Council will focus on over the coming ten years to achieve the vision:

- Embracing technology
- Supporting tourism
- Supporting local businesses
- Community engagement
- Advocacy for essential services
- Maintaining a safe and reliable road network

The detailed implementation of this plan for the next four years is presented in the 4 year Corporate Business Plan.

Strategic Issues facing the community

The following issues were identified as particularly significant challenges for the community in the coming years. The participants in the community engagement process highlighted these issues and they have been taken into account in preparing this Plan:

- Management and implementation of renewable energy
- Continuous introduction of new red tape and governance and compliance requirements
- Availability of skilled staff
- Potential downturn in local industries, including mining
- Environmental and seasonal risks
- Lack of volunteers for first responder agencies
- Loss of families in the community
- Socio-economic pressures and hosting appropriate services and support in place

Understanding this Report

The Quarterly Report is designed to provide information on the progress and milestones of key projects in the Shire's Community Strategic Plan 2024-2034. The Strategic directions in the plan provides the basis for quarterly reporting using a simple colour coding system. This information will be shared with Council and the Community on a quarterly basis via an Ordinary Council Meeting and the Shire's website.

The status of each outcome is represented by a simple colour code as detailed below:

Not Commenced	In Progress	Completed	Ongoing
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Pillar 1 - Community

Statement of Strategic Outcome: *An inclusive, secure and welcoming community that encourages families, youth and the aged to remain and contribute to our Shire in the long term.*

GOAL 1. Enhance resident participation in recreation, cultural, and leisure activities			
STRATEGIES	OUR ROLE	STATUS	ACHIEVEMENTS / ACTIONS / COMMENTS
1.1 Improve utilisation of Council assets through the development of an asset management plan	Deliver		10 year Building Asset Management Plan completed and under constant review. 10 Year Road Asset Management Plan in progress.
1.2 Investigate opportunities for alternative youth activities outside of traditional sports with the CRC	Facilitate and Deliver		
1.3 Complete the upgrade of the recreation centre	Deliver		Construction of complex upgrades completed in April 2025.
1.4 Continue to engage with and support local sporting clubs, community groups and volunteers to deliver their activities, competitions and services	Partner and Deliver		Annual association meetings held with community groups to provide update on Shire matters and understand their needs and wants.

GOAL 2. Retention and upgrade of current health and education services and infrastructure

STRATEGIES	OUR ROLE	STATUS	ACHIEVEMENTS / ACTIONS / COMMENTS
2.1 Support the CRC and community groups to offer early years activities in the community	Partner		
2.2 Advocate for and work with schools in our Shire	Advocate		
2.3 Invite Wheatbelt Beyond Youth Mentoring to work in our community	Facilitate		Shire has contacted WBYM and will continue to liaise with them regarding a presence in the Yilgarn
2.4 Facilitate and advocate to retain and improve local health services, including investigating opportunities for additional ancillary visiting services	Advocate		Ongoing monetary support of GP and Chemist; Provision of free work space for Podiatrist, Counsellor and Chiropractor.
2.5 Inform the community on progress or changes to the delivery of health services in the community	Deliver		

GOAL 3. Provide and support high quality and well-maintained aged care facilities

STRATEGIES	OUR ROLE	STATUS	ACHIEVEMENTS / ACTIONS / COMMENTS
3.1 Continue to manage and maintain the Homes for the Aged	Deliver		
3.2 Actively engage in the Central East Aged Care Alliance (CEACA) and expand accommodation options in the Shire	Partner		Continuation of CEACA Membership CEO member of CEACA Executive Committee Commitment to fund 10% towards accommodation funding application for 2 new units
3.3 Develop and implement actions from the Aged Friendly Community Plan	Deliver		

GOAL 4. Deliver and support community activities that enhances the quality of life for all residents

STRATEGIES	OUR ROLE	STATUS	ACHIEVEMENTS / ACTIONS / COMMENTS
4.1 Support the CRC in developing and delivering an annual events program with a focus on families, young people and social inclusion	Support and Deliver		Ongoing budget provision for CRC events.
4.2 Continue to provide subsidised use of facilities to our community	Deliver		Ongoing budget provisions for subsidised use of venues by local community groups.
4.3 Ensure we protect our history and heritage by continuing maintain the Yilgarn Museum and support the Committee	Deliver and Partner		Shire staff undertake Museum Curator role and provide in person support three time a week. Ongoing budget provisions for museum.

GOAL 5. We have a safe and secure community

STRATEGIES	OUR ROLE	STATUS	ACHIEVEMENTS / ACTIONS / COMMENTS
5.1 Advocate and support emergency services and facilities in the district	Advocate and Support		
5.2 Expand the CCTV Network to roads and facilities beyond the Southern Cross townsite	Deliver		
5.3 Improve street lighting in the Southern Cross townsite	Advocate		
5.4 Undertake fire mitigation and reduction initiatives in conjunction with Bush Fire Brigades	Deliver and Partner		Ongoing slashing works Annual firebreak and fire risk property inspections. Payment to VFRS for townsite burn offs

Pillar 2 - Economy

Statement of Strategic Outcome: *A prosperous future for our community*

GOAL 6. A safe and efficient transport networks			
STRATEGIES	OUR ROLE	STATUS	ACHIEVEMENTS / ACTIONS / COMMENTS
6.1 Develop, deliver and monitor a long term road management plan (minimum 10 years).	Deliver		
6.2 Monitor traffic movement on the local road network to respond to significant changes to mining and industry movements	Deliver		Ongoing placement of traffic counters throughout road network to monitor traffic data throughout the year
6.3 Develop, deliver and monitor a 10 year footpath program, that implements a suitable shared path network including ramp access for all abilities	Deliver		Footpath condition obtained. Program draft in progress
6.4 Maintain and enhance the Southern Cross airstrip, with consideration to upgrade to a sealed runway	Deliver		Ongoing maintenance of aerodrome facilities with annual budget provision.

GOAL 7. Essential services and infrastructure enable local economic growth

STRATEGIES	OUR ROLE	STATUS	ACHIEVEMENTS / ACTIONS / COMMENTS
7.1 Continue to advocate for improved telecommunications infrastructure to eliminate blackspots in the Shire, including digital access	Advocate		
7.2 Develop a 10-year Council housing strategy to ensure stock is maintained, improved and expanded.	Deliver		10 Year building strategy developed and being implemented, under constant review.
7.3 Attract external investment in housing to attract and retain professionals, workers and young people in the Shire	Partner & Deliver		Through the CEACA program, seeking government funding for ILU's in SouthernC ross
7.4 Facilitate growth through residential land development	Partner & Deliver		Pre-planning for new land development commenced. Surveyors engaged to undertake survey of selected sites.
7.5 Identify the need for light industrial land development and opportunities this can attract	Partner & Deliver		Expressions of interest sought for industrial land. RDA engaged to attend meeting with Shire and proponents.

GOAL 8. Growth and diversity of the local economy

STRATEGIES	OUR ROLE	STATUS	ACHIEVEMENTS / ACTIONS / COMMENTS
8.1 Develop a local Economic Development Strategy	Deliver		
8.2 Position Yilgarn as a great place to live, work and raise a family	Deliver		
8.3 Improve mechanisms to facilitate regular connection and communication with industry	Facilitate		
8.4 Enhance the main street (business district) by developing a plan to include projects and upgrades in a coordinated approach	Deliver & Partner		Concept plan developed.
8.5 Support existing and encourage new mining and processing industries	Advocate		
8.6 Monitor and review extractive industry rating systems	Deliver		Reviewed annually through rate setting strategy.

GOAL 9. Develop the visitor experience within the Shire

STRATEGIES	OUR ROLE	STATUS	ACHIEVEMENTS / ACTIONS / COMMENTS
9.1 Complete upgrades to the Southern Cross Caravan Park	Deliver		2 self-contained units on order.
9.2 In partnership with WEROC, promote and enhance the facilities of the self-drive trail	Partner		Self-drive trail signage ready for install.
9.3 Enhance local visitor information and signage	Deliver		
9.4 Continue to support the Southern Cross Museum experience	Deliver		
9.4 Continue to promote tourism attractions and amenities	Deliver		

Pillar 3 - Environment

Statement of Strategic Outcome: *Protecting, utilising and enhancing our natural environment*

GOAL 10. Improve waste management services and facilities			
STRATEGIES	OUR ROLE	STATUS	ACHIEVEMENTS / ACTIONS / COMMENTS
10.1 Develop and implement a plan for the management of waste at satellite towns and transfer stations	Deliver		
10.2 Improve public education of waste management and recycling	Deliver		
10.3 Develop an effective and efficient strategy to maintain and upgrade sewerage systems in Southern Cross and Marvel Loch	Deliver		

GOAL 11. Protect our natural environment

STRATEGIES	OUR ROLE	STATUS	ACHIEVEMENTS / ACTIONS / COMMENTS
11.1 Advocate for continued investment in land care management and conservation	Advocate		
11.2 Where appropriate, support local conservation and pest management initiatives	Deliver		

GOAL 12. Prepare for renewable energy development in our Shire

STRATEGIES	OUR ROLE	STATUS	ACHIEVEMENTS / ACTIONS / COMMENTS
12.1 Continue with the installation of solar panels on Council facilities (Aquatic Centre, Recreation Centre and Shire depot)	Deliver		Solar installations continuing. Depot now on solar. Engaged contractor for pool solar.
12.2 Plan to address increased tree / carbon farming across our Shire	Advocate and Facilitate		Adoption of Community Enhancement Fund
12.3 Plan for renewable energy projects in our Shire and ensure they deliver value to the community	Deliver and Advocate		Adoption of Community Enhancement Fund

Pillar 4 – Civic Leadership

Statement of Strategic Outcome: *Accountable and strong leadership guiding our community into the future.*

GOAL 13. Regularly engage with our community and strategic partners			
STRATEGIES	OUR ROLE	STATUS	ACHIEVEMENTS / ACTIONS / COMMENTS
13.1 Develop and implement a Community Engagement Framework	Deliver		
13.2 Develop and adopt a Communications Policy	Deliver		
13.3 Maintain and nurture strategic partnerships with regional organisations, State and Federal governments	Partner		Ongoing engagement with GECZ, WEROC, CEACA.

GOAL 14. Strong leadership and a high standard of governance

STRATEGIES	OUR ROLE	STATUS	ACHIEVEMENTS / ACTIONS / COMMENTS
14.1 Elected members and staff complete regular training and development opportunities	Deliver		
14.2 Investigate financial management systems for effective governance and administration of Council	Partner & Deliver		
14.3 Investigate the provision of a new or upgraded Council Administration Office incorporating co-location opportunities	Deliver		Concept plan developed
14.4 Continue to plan Council's long term financial position inclusive of adequate reserves for future initiatives and services	Deliver		Ongoing integrated planning including corporate business plan, plant replacement plans, asset management plans. Annual budget provisions include reserve funding where appropriate.

2025 Notice of WALGA Annual General Meeting

TUESDAY, 23 SEPTEMBER 2025
2:15PM
AT PERTH CONVENTION AND EXHIBITION CENTRE
21 MOUNTS BAY RD, PERTH WA

The Annual General Meeting (AGM) of the Western Australian Local Government Association (WALGA) will be held at the Perth Convention and Exhibition Centre on **Tuesday, 23 September 2025 at 2:15pm**.

Attendance at the AGM is free for all Elected Members and officers from Member Local Governments. Voting Delegates and Proxies must be registered (registration information below).

The AGM is being held in conjunction with the Local Government Convention 2025 (the Convention). Further information on the Convention will be announced shortly.

VOTING INFORMATION

Voting entitlement

Each Member Local Government is entitled to be represented by two Voting Delegates. A Voting Delegate is entitled to one vote.

A Proxy is entitled to vote in the absence of a Voting Delegate.

Voting Delegates and Proxies may be Elected Members or officers.

Registration of Delegates and Proxies

Voting Delegates and Proxies must be registered by the Local Government Chief Executive Officer.

The Chief Executive Officer of each Member Local Government will be sent the Delegate registration link via email. We ask that registration be completed via the link provided prior to 5:00pm on Monday, 8 September 2025. However, Delegate registrations can be completed or amended up until the start of the AGM at 2:15pm on Tuesday, 23 September 2025.

Voting process

Information on how voting will be conducted at the AGM will be sent to all registered Voting Delegates and Proxies prior to the AGM.

MEMBER MOTIONS

Submission

Member Local Governments are invited to submit motions for inclusion in the Agenda for consideration at the AGM.

Motions should be submitted by the Chief Executive Officer of the Member Local Government to the Chief Executive Officer of WALGA via email at associationgovernance@walga.asn.au.

Closing date

Member motions must be submitted prior to **5:00pm on Friday, 8 August 2025**.

Guidelines for motions

Please refer to the *Guideline for the submission of Member Motions* for detailed information on the submission of motions.

MEETING DOCUMENTS

Notice of proposed amendments to the Association Constitution

The Chief Executive Officer of WALGA will give not less than 60 days notice of any proposal to amend the Association Constitution. This notice will be given via email to all Local Government Chief Executive Officers by 5:00pm Wednesday, 23 July 2025.

Agenda

The Chief Executive Officer of WALGA will publish the Agenda of the AGM not less than 30 days prior to the AGM. The Agenda will be published by 5.00pm Friday, 22 August 2025 on the WALGA website. All Elected Members and CEOs will be advised of the availability of the Agenda via email.

Hardcopy meeting documents will not be distributed.

The Order of Business shall be:

1. Record of attendance and apologies
2. Announcements
3. Confirmation of minutes of previous meetings
4. President's report
5. Financial report for the financial year
6. Consideration of Executive and Member Motions

MEETING CONDUCT

The AGM will be conducted in accordance with the [WALGA AGM Standing Orders](#).

QUERIES

Please direct all enquiries relating to the registration of Delegates or the submission of Member motions to Meghan Dwyer, State Council Governance Officer on (08) 9213 2050 or at associationgovernance@walga.asn.au.



President Cr Karen Chappel AM JP
WALGA President



Nick Sloan
WALGA Chief Executive Officer

2025 WALGA Annual General Meeting

Guideline for the submission of Member Motions

GENERAL PRINCIPLES

The following principles should be followed by Members in the formulation of Member Motions (Motions):

- Motions should focus on policy matters rather than issues which could be dealt with by the WALGA State Council with minimal delay.
- Due regard should be given to the relevance of the Motion to the total membership and to Local Government in general. Some Motions are of a localised or regional interest and might be better handled through other forums.
- Due regard should be given to the timeliness of the Motion. Will it still be relevant come the AGM or would it be better handled immediately by the Association?
- The likely political impact of the motion should be carefully considered.
- Due regard should be given to the educational value to Members i.e. does awareness need to be raised on the particular matter?
- The potential media interest of the subject matter should be considered.

CRITERIA

Motions will be included in the Agenda where they are:

1. Are consistent with the objects of the Association (refer to clause 3 of the [Association Constitution](#));
2. Demonstrate that the issue/s raised will concern or are likely to concern a substantial number of Local Governments in WA;
3. Seek to advance the Local Government policy agenda of the Association and/or improve governance of the Association;
4. Have a lawful purpose (a motion does not have a lawful purpose if its implementation would require or encourage non-compliance with prevailing laws); and
5. Are clearly worded and unambiguous in nature.

Motions will not be included where they are:

6. Consistent with current Association advocacy/policy positions as per the [Advocacy Positions Manual](#) (as the matter has previously been considered and endorsed by WALGA).

Motions of similar objective:

7. Will be consolidated as a single item.

Prior to the finalisation of the Agenda, the WALGA President and Chief Executive Officer will determine whether Motions submitted by Members abide by the criteria.

Members submitting Motions will be advised of the determinations.

SPECIAL URGENT BUSINESS¹

No Motion shall be accepted for debate at the AGM after the closing date unless the motion:

- Relates to special urgent business, and
- Is approved for debate by an absolute majority.²

Where practicable, prior notice of the Motion should be provided to the President.

The Delegate is to have sufficient copies of the Motion in writing for distribution to all Delegates at the meeting.

COUNCIL RESOLUTION

Motions should be submitted with the support of a resolution of Council.

When submitting a Motion, the Member Local Government should advise that the Motion to be considered has been endorsed by Council.

MOTION TEMPLATE

A template has been prepared to assist Member Local Governments in submitting proposed Motions. The template is available on the WALGA website.

Motions submitted by Member Local Governments must be accompanied by fully researched and documented supporting comment.

SUBMISSION

Who can submit a Member Motion

As per clause 22(5) of the Constitution, an AGM Motion may only be submitted by the WALGA State Council or an Ordinary Member.

How to submit a Member Motion

Motions should be submitted by the Chief Executive Officer of the Member Local Government to the Chief Executive Officer of WALGA via email at associationgovernance@walga.asn.au.

CLOSING DATE

Motions must be submitted before **5:00pm on Friday, 8 August 2025**.

¹ [WALGA AGM Standing Orders](#), clause 8

² "Absolute Majority" means a majority of delegates of the Association whether present and voting or not.



Department of **Energy, Mines,
Industry Regulation and Safety**
Energy Policy WA



PoweringWA

2025

Draft Guideline on Community Benefits for Renewable Energy Projects

Consultation Paper



An appropriate citation for this paper is: Draft Guideline on Community Benefits for Renewable Energy Projects - Consultation Paper

Energy Policy WA
Level 1, 66 St Georges Terrace
Perth WA 6000

Locked Bag 100, East Perth WA 6892
Telephone: 08 6551 4600

www.energy.wa.gov.au

ABN 84 730 831 715

Enquiries about this report should be directed to:

Email: poweringwa@demirs.wa.gov.au

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Glossary

Term	Definition
Renewable Energy	Electricity generated from renewable resources, such as wind and solar energy.
Wind Projects	Renewable energy projects that predominantly comprise of wind turbines, with an installed capacity of more than 25MW ¹ .
Large-scale solar Projects	Renewable energy projects that predominantly comprise of solar panels, with an installed capacity of more than 25MW ² .
SWIS	South West Interconnected System, the main electricity grid in WA.
MW	Megawatt, a unit to measure electricity output.

¹ As defined under eligibility for the LRET; [Eligibility for the Renewable Energy Target | Clean Energy Regulator](#).

² As above.

Overview

The energy transition is underway in Western Australia (WA). To meet our State's future energy needs, we need to decarbonise our energy system, moving away from carbon intensive resources (such as coal) to renewable resources, firmed by storage and gas.

The energy transition will have significant benefits and opportunities for regional communities hosting this infrastructure, such as economic growth and investment, but will also bring challenges and changes to the local landscape. Benefits are not always experienced in proportion to the impact these projects have on hosting communities.

The larger benefits of renewable energy infrastructure are often strategic and shared across the State, including major industries and export sectors. Unlike other projects which have high levels of employment and economic activity created throughout the life of the project, renewable energy projects are characterised by large assets with much lower ongoing activity in the surrounding regions.

Community benefit sharing involves sharing the rewards of renewable energy development with local communities. It aims to integrate a development in the local community by contributing to the future vitality and success of the region. It is based on a desire to establish and maintain positive long-term connections to the area and to be a good neighbour.

Ultimately community benefits flow through to electricity costs, and so policy frameworks for community benefits must balance the need to recognise and support the contribution played by host communities with ensuring that electricity prices remain affordable.

The purpose of this paper is to respond to requests from communities and renewable energy developers to provide a resource for determining appropriate community benefits arrangements for renewable energy infrastructure. This guideline can be applied to renewable energy generation infrastructure such as wind turbines, solar farms and batteries. The principles in this guideline are broad and can be applied across WA. However, many of the suggested benefits values are most relevant to projects in the State's South-West, especially those intending to connect to the South West Interconnected System (SWIS).

Community benefits are only one part of social performance for renewable energy projects, and there are many other ways that projects can contribute to local communities. It is expected that projects will follow best practice in how they are developed, including local training and employment, procurement of goods and services and development and use of local infrastructure. Renewable energy projects are only a subset of electricity infrastructure – for instance, social performance for transmission infrastructure is also important and will be considered separately.

Feedback is sought on the proposed guideline as outlined in this paper; as well as case studies for inclusion in the final paper.

Introduction

The Energy Transition

The energy transition is underway in Western Australia (WA), bringing clean, reliable and affordable energy to Western Australians that can underpin our economic diversification and create opportunities. To meet our State's future energy needs, we need to decarbonise our energy system, moving away from carbon intensive resources (such as coal) to renewable resources.

Increasing demand for electricity from households and industry, coupled with projected economic growth, means that we may need to produce as much as ten times the current level of electricity for the State's main grid to reach WA's target of net zero by 2050.

The most cost-effective way to manage this transition is to build large-scale wind and solar power, supported by storage and gas, to maintain reliability. The transition from coal-fired generation to large-scale renewable energy generation projects represents a significant change to the energy system and surrounding landscape. These projects will need to be located throughout the state in areas where there is strong renewable resource availability and proximity to high voltage transmission infrastructure.

Many of these projects will be in regional areas, consistent with planned extensions and upgrades to the state's main transmission network, the South West Interconnected System (SWIS).

Communities and the Energy Transition

Large-scale renewable energy brings significant benefits to Western Australia, reducing our emissions and helping to deliver more affordable and reliable power supply.

Regional communities located where there is strong renewable resource availability will play a key role in this energy transition. Many communities are located close to new electricity infrastructure.

Importantly, this transformation will ensure cleaner, affordable and more reliable energy for all Western Australians and growing WA industry into the future. The energy transition will bring significant benefits and opportunities to communities, such as economic growth and investment, but will also bring challenges and changes to the local landscape.

In addition to direct benefits to hosting landholders and sometimes neighbours, wider community opportunities can include local jobs and business procurement, community infrastructure, and local economic development. However, the greater benefits of renewable energy infrastructure are often strategic and shared across the State. Benefits are not always experienced in proportion to the impact these projects have on hosting communities. Hosting renewable energy infrastructure can also present challenges for regional communities. The construction process can cause disruption in the community, and objections by some community members may cause social and economic division.

Community benefits seek to promote equitable outcomes and participation by regional communities throughout the transition, and to recognise impacts on those hosting the infrastructure. These arrangements encourage greater empowerment of communities to derive equitable benefit from the energy transition, as well as improve investor certainty and reduce delays in the development of large-scale electricity infrastructure.

Renewable energy project proponents and communities are actively discussing community benefits, but to date these discussions have been inconsistent. This guideline is intended to support these discussions through providing a tool for developers and communities to refer to when negotiating community benefits contributions. Reflecting the diverse makeup of regional communities is key to developing a benefits framework that serves each unique community. This includes a reflection of the

local government needs, representation of diverse groups within a community, and other features specific to each community and project.

While community benefits are important, it is vital that they are based on specific community needs and proportionate to the impacts of the project. Early and continuous consultation with the community, local government, and impacted groups is crucial to maintain social licence and social performance throughout the lifecycle of the project. By prioritising transparent communication and proactive engagement, proponents can foster strong community relationships that support the success of their projects.

At the same time, it is important to ensure that these projects remain viable. This includes considering the cumulative costs, and local government rates. Striking the right balance is essential to keep energy affordable for households and businesses while delivering real outcomes for regional communities.

Purpose of this Paper

The purpose of this paper is to:

- Provide information to communities about the types of benefit sharing arrangements available for the renewable energy infrastructure they are hosting,
- Provide information to developers about State Government expectations for community benefits arrangements,
- Provide a guide on appropriate value of community benefits in different contexts,
- Provide suggestions for the governance and administration of community benefits funds, and
- Provide confidence and clarity for proponents and investors by setting out a clear framework for benefit-sharing arrangements across Western Australia.

This guideline can be applied to large-scale, grid-connected renewable energy generation and storage projects, such as wind turbines and solar farms, and battery installations. It is not intended for behind the meter or embedded generation projects. The principles in this guideline are broad and can be applied across WA, particularly to projects located within the South West Interconnected System (SWIS) in Western Australia. It is important to note that projects in the North West Interconnected System (NWIS) may require tailored approaches due to different network characteristics and community contexts. Many of the suggested benefits values are most relevant to projects in the State's South-West, especially those intending to connect to the SWIS.

Invitation for Submission

On behalf of the State Government, PoweringWA is seeking feedback on this guideline.

Making a Submission

The closing date for providing comments is 4 August 2025.

Submissions should be sent by email to poweringwa@demirs.wa.gov.au.

Submissions may also be sent by post, addressed to:

PoweringWA
Locked Bag 100
East Perth WA 6892

Publication

PoweringWA will publish a summary of submissions received on the [Energy Policy WA website](#).

Please indicate in your submission any information you would prefer to keep confidential, for example your name or organisations name, or information or data in your submission which should be redacted.

Please note that submissions made in response to this paper will be subject to freedom of information requests and will be treated in accordance with the *Freedom of Information Act 1992* (WA).

Next Steps

PoweringWA will review submissions and publish a finalised guideline, informed by the submissions received.

Detailed documentation will also be developed to enable and support the implementation of the final positions, including case studies which may support engagement between proponents and communities. The timing of the implementation of these positions will be dependent on the nature of any changes.

Community Benefits

Community benefits seek to recognise the contribution hosting communities are making to the energy transition and share value from renewable energy projects with host communities, through direct support for local projects or financial contribution towards a local or regional fund. This has historically been referred to as ‘benefit sharing’. Many new renewable energy projects provide community funds and negotiate these proposals with local communities to deliver meaningful benefits. These payments are considered separately and in addition to landholder agreements and compensation, planning / environmental conditions applied to manage and mitigate impacts, and in some other jurisdictions, payment in lieu of rates.

Community benefits can be financial or non-financial, and the appropriate mix of community benefits for each project can be negotiated between the developer and community. A financial commitment to a community fund is one of the clearest and most practical ways to deliver lasting benefits. It also gives proponents confidence they’re meeting community expectations, especially when funds are managed appropriately and reflect best practice. This guideline sets out clear expectations to help get good projects off the ground and deliver benefits for communities and the broader energy system.

Community benefits should be based on the desire to establish and maintain the project’s positive connection to an area in the long term – a legacy for the community. Benefit sharing for the community brings positive economic and social outcomes to the broader community – not just landholders hosting projects. It is vital that benefit sharing should reflect the needs and desires of each host community, as what is appropriate for one community doesn’t always fit another. Flexibility is also important to ensure that lasting economic benefits can be achieved, particularly where there are multiple projects in a location.

It is important to ensure that benefits-sharing arrangements reflect the unique nature of renewable energy projects. These projects differ to mineral and petroleum projects, transmission infrastructure or other significant energy infrastructure developments. These are established industries embedded in regional WA which provide a range of benefits. Renewable energy is creating new opportunities in regions with strong wind and solar resources, and community benefit arrangements are a way to ensure locals see real value. Community benefits are about making sure the regions that power WA’s clean energy future also share in the jobs, investment and long-term benefits that come with it.

Current Situation

Increasingly, developers are recognising that community benefits are a fundamental part of project development. These community benefits arrangements differ in value, governance and longevity. This lack of consistency creates uncertainty for both communities and proponents.

Often, these arrangements are managed by the developer, in consultation with stakeholders who they have identified as being impacted by the development. The developer will provide benefits to some part of the community through a mechanism such as sponsorship, or through a central fund that community members can apply to. This approach may favour small, visible contributions rather than those most highly valued by the community, and those which can build lasting economic benefits. Of the community benefit examples available, those undertaken collaboratively and with community can be the most effective arrangement for community benefits.

Therefore, a more consistent approach to agreeing benefits arrangements between community representatives, the relevant Local Government(s), regions and the developer is proposed.

Types of Community Benefit

Community benefit sharing arrangements can take many forms. The approach for each community should be tailored to that community's needs and provide benefit throughout the renewable energy infrastructure's life.

These arrangements can be financial or non-financial, however there is usually some financial contribution from the developer. Some examples of different benefit-sharing arrangements are outlined below.

Benefit sharing can include:

- *Legacy funding and grant fund initiatives.* These financial arrangements are explained in greater detail below, along with a suggested range for contribution.
- *Sponsorship.* This contributes to local groups and/or activities and can also build the local reputation of a project. Sponsorship can work well in combination with more long-term funding or support.
- *Community Infrastructure.* Infrastructure for the use of the community, such as local housing used as worker accommodation during construction of the development, can be donated to the community by the developer or constructed with direct financial support by the developer. Where there is a community need for these services, project proponents can also fund or supply upgraded solar, battery and/or telecommunications infrastructure.
- *Innovative financing and co-ownership.* Developers may choose to offer the local community additional opportunities to become involved in local projects.

Principles for community benefit arrangements

The following principles should be considered when developing community benefit arrangements.

- *Appropriate:* the arrangements should consider the project size and its impact on the host community, with the contribution being commensurate to the scale of the project.
- *Provide Opportunity:* the arrangements should support the community to benefit from hosting a project and reap lasting economic benefits.
- *Equitable and Inclusive:* the arrangements should aim to include affected community as much as practicable and distribute benefits equitably.
- *Legacy Building:* the arrangements should leave a lasting positive impact on the community.
- *Bespoke:* the arrangements should be created with local input to address specific needs and concerns in the area.
- *Transparent:* the arrangements should be clearly communicated, with local involvement and collaboration whenever possible.

Community Benefits Arrangements in WA

As outlined above there is currently significant variability across individual projects in terms of the agreed approach to community benefit sharing. For new developments, there is an opportunity to improve consistency and provide upfront guidance to developers, local governments, and the broader community. To assist in building a more consistent approach and managing expectations across parties, the WA Government suggests community benefits be designed in line with the below guidelines, in accordance with the principles detailed above. Payment into a defined community benefits fund is presented as an option and to assist in providing a standard baseline for approaching these negotiations.

Application of this guideline

This guideline can be applied to communities hosting renewable energy projects across Western Australia. However, many of the suggested benefits values are most relevant to projects intending to connect to the SWIS. In areas of the State where communities can look very different – such as the Pilbara – it is important that a benefit sharing program takes the uniqueness of that community into account. These guidelines are not intended to apply to embedded renewable generation projects (such as those directly supplying mining operations) as these are by their nature part of a larger project with associated economic activity.

Benefit value guidelines

Guidance for community benefits values is informed by benchmarking of best practice arrangements across Australia. Recognising that each project is unique, flexibility is encouraged within a range of:

- \$500–\$1,500 per MW per annum for wind projects; and
- \$150–\$800 per MW per annum for solar projects,

paid over the life of the development and indexed to inflation.

While no range is proposed for storage projects (there is no industry benchmark for this currently), it is expected that these projects also provide some benefit to the hosting community. Where projects have multiple elements, benefits should be paid for each.

Under this guideline, a 200MW wind project would contribute between \$100,000 and \$300,000 in benefits per annum.

The final benefits offering should be informed by the impact of the project on the community, the size of the impacted community, whether there are multiple communities impacted and the extent that neighbouring landholders have also shared in benefits. This includes factors such as the impact on community services and amenity for community members, the ability of the community to access economic value from ongoing maintenance of renewable energy infrastructure (e.g. availability of accommodation and housing), and the cumulative impact multiple projects may have on a single community or region. In sparsely populated areas, a lower per MW amount may be appropriate compared to areas of higher population or small landholdings or multiple communities/Local Government areas impacted. Additionally, a wider spread of benefits might be appropriate where services are delivered through a regional centre.

Note on this draft:

It is intended that the final version of this guideline will showcase some of the innovative benefits sharing arrangements that some developers and communities have negotiated, which recognise the needs and aspirations of the community in question.

Criteria for application of guidelines

Factors considered by developers and communities when agreeing a community benefits arrangement with a value within the proposed range could include:

- the population and population density of the community (or communities) most impacted by the renewable energy infrastructure;
- the impact a potential renewable energy project will have on the amenity of the area;
- the scale and staging of the renewable energy project;
- whether a high proportion of community members experiencing impacts to their amenity are also receiving neighbour or landholder compensation;
- the application of other fees and charges incurred by the developer, including local government rates and any pre-existing community focused financial commitments;
- the ability of the community or regional centre to support the ongoing maintenance of the infrastructure and infrastructure deficits that need to be addressed to ensure ongoing community benefits;
- the community benefits experienced as a result of the project's construction, such as local employment and supply chain opportunities and improved housing or temporary worker facilities that can be repurposed for ongoing use;
- the cumulative impact of multiple renewable energy projects on the community; and
- other unique factors specific to each project and community.

Developing Community Benefits arrangements

Effective community engagement is crucial to developing a community benefits solution that will help maintain community acceptance throughout the project lifecycle. The following engagement principles are based on the National Guidelines for Community Engagement and Benefits for Transmission Projects, which provide a strong foundation that can be applied to developing community benefit arrangements for generation projects.

To achieve best practice in community engagement for developing community benefits, developers should adhere to the following principles:

- Engage early, to ensure community benefits arrangements can be agreed to in principle before the Development Application is submitted.
- Ensure engagement is diverse, equitable and inclusive, through ensuring members of the community have an ability to have a direct say or direct participation in the design of benefits arrangements.
- Be responsive to community input and enable participation.
- Engage with Aboriginal people and be responsive to their input and influence.
- Partner with the community.
- Provide accurate, transparent and accessible information.
- Engage impacted groups in the process.
- Be aware of community expectations.
- Build long-term legacy.
- Measure broadly and regularly.
- Report accurately and transparently.

Benefits for Aboriginal Western Australians

The First Nations Clean Energy Strategy sets out the principles and actions that all governments, industry and community should take to ensure that First Nations peoples across the country are supported to participate in the energy transition. The WA State Government has endorsed the vision, goals and objectives of the Strategy, which considers the intersection between the clean energy transition and the rights and interests of all First Nations peoples.

Western Australia is a geographically diverse state, with equally diverse communities. An Aboriginal perspective should be included all community consultation and consideration of benefits programs to ensure a social licence to operate renewable energy projects. This is particularly the case in parts of the State where the proximate communities have a predominantly Aboriginal population. This social licence to operate is separate, but related to specific statutory rights and processes under State and Federal legislation such as the *Aboriginal Heritage Act 1972* and the *Commonwealth Native Title Act 1993* (which includes a statutory right to compensation), as well as specific rights held by the parties in the South West Native Title Settlement and Yamatji Nation Indigenous Land Use Agreement areas.

Governance and Administration

Governance Structure

There are several options for the administration and governance of a community benefits fund, should this option form part of the community benefits arrangement. These arrangements must also contemplate the delivery of the scheme, in particular recognising the varying level of interest and capacity of Local Governments in implementing such arrangements. A series of models are suggested here; however, the exact governance structure will depend on the hosting community.

- *Local Government Administered* – Suitable in a community where the Local Government has the capacity and resources to manage community benefit programs but not the resources to set up and manage an additional trust structure. Several Local Governments have expressed a preference for this option.
- *Community Trust Fund* – Suitable where the community has the capacity and resources to set up and manage a trust fund. Members would need to be representative of the community, and it would aim to support programs, services or infrastructure that reflects local needs and delivers enduring benefits for local communities. Decisions on funding would include representatives from the relevant Local Government/s, community and proponent/s. This would take the form of a consultative community panel and could include representatives from existing community organisations. The panel would identify, review and recommend appropriate funding opportunities for a local community benefits fund.
- *Local Government-led Community Trust Fund* – Suitable where a Local Government has the capacity to set up a trust fund to support the allocation of funding. Decisions on funding would ideally be made in a consultative way similar to the above option, but governance would ultimately sit with the Local Government. This is similar to the model proposed in some other jurisdictions, where community benefits are attached to Renewable Energy Zones. Involvement in this structure would be subject to restrictions placed on Local Governments under the *Local Government Act 1995*.

Often, multiple projects will fall in one area due to the renewable resource availability and/or grid connections. Where there are multiple projects in one area, developers are encouraged to collaborate on a benefit sharing arrangement where possible. Governance through a community trust fund is well suited to this.

Commencement of benefit sharing arrangements

The WA Government recognises that renewable energy infrastructure development impacts hosting communities starting in the planning phase, peaking in the construction phase, through operation to decommissioning. Local communities may have an expectation that benefits will begin to be delivered during the construction phase to compensate for this.

However, in the case of a community benefits fund arrangement, commencing payment into the fund before a project is generating income may adversely impact the viability of a project. There can be a significant gap between the first construction stages of a renewable energy project, and the date that revenue is first received from the electricity generated by that infrastructure.

Discussion between the developer and affected community is encouraged to agree on a commencement date for community benefits, taking both perspectives into account. The facilitation of these arrangements could be staggered, providing different benefits between construction and operation periods, but this is at the discretion of the developer and the hosting community.

Length of Arrangements

Community Benefits arrangements are suggested to take place throughout the life of the project. All members of the community should have an opportunity to derive benefits from the proposal, as opposed to the benefits being distributed within the first 1 – 5 years of operations. This means that community benefits arrangements should be tied to a specific project, rather than the project proponent, and should be maintained regardless of any change in project ownership.

Ongoing contributions into a fund, as an alternative to single one-off payment benefit arrangement, may assist in maintaining a project's social licence over time and assist in the building of longer-term legacy benefits for proponents.

Consistent with the above principles, community benefits arrangements are most successful where there is an ongoing commitment tailored to the needs of unique communities, and the knowledge that these may change over the project lifecycle.

Reporting and Review

Renewable energy projects have a long lifespan. For example, a wind farm can operate for up to 30 years, so it is crucial that evaluation of impact on the community is reviewed over time, as local needs and priorities may shift. Developers need certainty too, as projects age and maintenance increases. There are ongoing roles for communities and developers over the life of a project, and benefit sharing should strike a balance between supporting communities while giving proponents the confidence to plan ahead.

What is considered effective for a community now might not be the same in a decade, so evaluating the role and effectiveness of community benefits should always be an ongoing process. How often evaluation takes place is dependent on project needs.

Some key considerations include:

- Clearly setting evaluation objectives is an important first step. Benefits arrangements vary by community and project, so evaluation of outcomes should be clearly linked to the success of the project. Methods of evaluation should always be highly tailored to project needs. Where benefits are delivered through a fund, responsibility for monitoring outcomes will rest with the fund administrator and should be addressed through the fund's governance arrangements.
- The identification of key questions, concepts, or factors to measure community benefits consistently throughout the project should be considered early.
- Evaluation needs to encompass measurement across diverse community groups for greater accuracy.

- Using indirect and direct sources of data can be useful when reviewing community benefits. For example, a direct source of evaluation could be the amount of money distributed through a community-run grants program, while an indirect source could be the reported satisfaction with the project and benefits program from the community.
- Communicating results and establishing a feedback loop between the developer and community is important for productive evaluation.

Monitoring Implementation of the Framework

Consistency with this guideline will support a project's progression through the planning, regulatory and connection processes, as well as eligibility for Commonwealth Government support, such as the Capacity Investment Scheme.

Other considerations

Nearby communities

Communities or regional centres outside of the hosting local government area, but near where the renewable energy project is located should be considered in the allocation of community benefits. There may be instances where broader regional investment would assist the whole region to support the energy transition (i.e., where the project is far from population areas, but regional centres will be important for hosting the servicing and maintenance of the infrastructure). There may also be impacts on nearby communities that should be considered (e.g., in terms of traffic flows, wear and tear on roads, water use, sand and gravel available for local road maintenance). Providing community benefits for projects is an opportunity for a mutual win for both members of the community and developers. Community benefits assist in ensuring both parties see benefits and minimal costs associated with renewable energy projects.

Neighbours

Neighbours are a part of the community, and the relationship between landholders directly hosting renewable energy projects and the neighbouring property can be a key part of the community's acceptance of a new renewable energy development. While any neighbour payments are separate to community benefits arrangements, they can be considered in ensuring an appropriate split of landholder payments, neighbour payments and community benefits. Suggestions for agreements with neighbours, and other considerations for neighbours to those hosting, are outlined in the Australian Energy Infrastructure Commissioner's Observations and Recommendations.

The role of rates

Most Local Governments are not currently collecting rates revenue from renewable energy projects but at the same time are incurring costs from these projects. Unless otherwise agreed, community benefits should be viewed as separate to any cost recovery undertaken by Councils, including rates specific to renewable energy projects. Nevertheless, communities and Local Governments should consider the cumulative impact of any change in ratings approach along with any independently negotiated community benefits program. This will ensure commerciality is maintained, sovereign risk is reduced, and that additional revenue is split fairly between hosting councils seeking to recover their costs, and communities seeking benefits for hosting new renewable energy projects.

Landholders considering hosting renewable energy infrastructure should ensure that consideration of rate increases on their land, and how these are passed through, is included in their agreement with the developer.

Development benefits

The way in which developers undertake projects can also result in lasting benefits for communities. For instance, the development of local skills, job opportunities and housing. Where possible, projects should optimise their overall impact on the community. Development benefits may offer a way to accelerate the delivery of planned regional economic development activities. For example, contributions to headworks for residential or industrial land development that may support the ongoing operation of renewable energy projects.

Flexibility in community benefits acknowledges that some important benefits may be able to be delivered through a considered approach to project development, and that this should be acknowledged.

Additional Resources

- [Clean Energy Council \(CEC\) guide to benefit sharing options for renewable energy projects](#) – This CEC guide has provided communities and developers with a resource since 2019. The suggestions in this guide provide a good overview of the options available for benefit sharing. This paper aims to supplement the CEC guide by providing current, WA-specific guidance and resources.
- [CEC best practice charter for developers](#) – This charter outlines a commitment by signatories to engage respectfully with the communities in which they plan and operate projects, to be sensitive to environmental and cultural values and to make a positive contribution to the regions in which they operate.
- [Australian Energy Infrastructure Commissioner's Observations and Recommendations](#) – This includes a number of observations and recommendations for consideration in relation to the governance, development and operation of wind farms, solar farms and energy storage facilities.
- [National guidelines for community engagement and benefits for electricity transmission projects](#) – These guidelines were developed following extensive consultation. While they are specific to transmission infrastructure, the principles are also relevant for generation projects in WA.
- [First Nations Clean Energy Strategy](#) – This is a useful resource for inclusion of First Nations people in a community benefits arrangement. The Strategy is a national framework to guide investment, influence policy, and support First Nations people to self-determine how they participate in, and benefit from, Australia's clean energy transition.
- [CEC/KPMG Leading Practice Principles: First Nations and Renewable Energy Projects](#) – This provides a national guide on First Nations engagement, participation and benefit sharing for renewable energy projects.
- [On the frontline: climate change and rural communities](#) – This provides an overview of the opportunities for rural communities in the energy transition. It also outlines the effects of climate change on rural communities, and the long-term role that renewable energy can play in mitigating these.

17 July 2025

Energy Policy WA
Level 1, 66 St Georges Terrace
Perth WA 6000

To Whom It May Concern

**SUBMISSION REGARDING DRAFT GUIDELINES ON COMMUNITY BENEFITS
FOR RENEWABLE ENERGY PROJECTS - POWERING WA**

I am writing today on behalf of the Shire of Yilgarn (Shire) in relation to the Powering WA draft *Guidelines on Community Benefits for Renewable Energy Projects*.

For context, the Shire at the June Ordinary Council meeting adopted a Community Enhancement Fund Policy and is currently establishing an advisory committee in line with the Council endorsed terms of reference. The Shire currently has both approved and impending renewable energy projects in the district.

The Shire therefore welcomes the guidelines as a further positive and supporting step towards community benefit sharing between communities and renewable proponents.

With a vested interest in this subject matter, I provide the following in relation to the draft guidelines:

WALGA Submission

The Shire of Yilgarn Council has endorsed the positions and comments in the draft WALGA Submission in relation to the *Guidelines on Community Benefits for Renewable Energy Projects*. Whilst noting the WALGA submission is still in draft format, unless the Shire advises otherwise upon release of the final document, the Shire of Yilgarn support the positions within said WALGA submission.

In addition to the WALGA submission, the Shire of Yilgarn also seek to reiterate the following items which are deemed critical to the success of the community benefit framework being developed by the State Government:

Mandate via Legislation

Whilst guidelines are welcomed, until there is a legal instrument that Local Governments can utilise to require proponents to contribute to the community, Local Governments are reliant on the proponent's appetite for gaining social license.

The Shire therefore seeks the State Government to mandate the requirement for proponents to contribute to local government community benefit funds/schemes.

Minimum Contribution Rates

The current contribution rates in the WA guidelines place a range of \$500–\$1,500 per MW per annum for wind projects and \$150–\$800 per MW per annum for solar projects, being significantly lower than those proposed by the NSW Government.

The Shire seeks the WA Guidelines to meet the minimum contribution rates provided under the NSW Department of Planning, Housing and Infrastructure Benefit Sharing Guidelines, being \$850 per megawatt per annum for solar energy development, \$1,050 per megawatt per annum for wind energy development and \$150 per megawatt hour per annum for stand-alone battery energy storage systems located in a rural zone.

The following pertains to the wider but related issue of large non-renewable energy proponents profiting significantly from land and/or resources within local government districts but without any requirement to provide a contribution, comparative to profits, to the community within which they operate.

Carbon Sequestration and Mining

Carbon sequestration and mining proponents have the ability to generate significant profits/benefits from within local government areas but have no legislated or government supported requirement to contribute to the communities from whom they take their profits.

Carbon sequestering tree farms/plantations pose a significant risk to regional communities, by planting out valuable cropping land and reducing the number of workers required to manage the land. This results in a significant decline in community members with a devastating flow on effect to local businesses, community groups, schools and volunteer first responders.

Similarly with mining, and especially in the Shire of Yilgarn, there has been a dramatic swing from a significant amount of mine workers based and living in the regional townsites to the vast majority now FIFO/DIDO, meaning the impact on the community is similar to that of tree farms as detailed above.

Both carbon sequestration and mining proponents make significant profits or gain significant benefits from their operations within regional local government areas, without any legislated requirement to contribute to the communities in which they operate and remove the profits from.

Whilst infrastructure contributions do exist in the State planning policies, these generally do not apply to regional tree farm and mining developments.

The Shire therefore seeks the State Government to include carbon sequestration and mining proponents in the community benefit framework being developed, to ensure those making profits from regional communities are required to give back to those communities.

Should you have any queries please contact the undersigned on (08) 9049 1001.

Yours sincerely,

Nic Warren

Chief Executive Officer

CC: Hon. Stephen Dawson MLC - Minister for Regional Development
Hon. Amber-Jade Sanderson MLA - Minister for Energy and Decarbonisation
Hon. Sabine Winton MLA - Minister for Wheatbelt
Mr Lachlan HUNTER MLA – Member for Central Wheatbelt

Draft Guideline on Community Benefits for Renewable Energy Projects WALGA Submission

June 2025

HOW TO PROVIDE FEEDBACK

Further information on the *Draft Guideline on Community Benefits for Renewable Energy Project* consultation is available [here](#). The formal consultation period closes at 5pm, 18 August 2025.

WALGA requests your feedback on this draft submission by 5pm, 25 July 2025. The draft submission will then be considered by State Council prior to being provided to PoweringWA as a formal submission on behalf of the Sector.

In providing feedback Local Governments are asked in particular to consider the following sections of WALGA's draft submission:

- Section 2.2.1 - Benefit value guidelines;
- Section 2.2.6 - Commencement of benefit sharing arrangements; and
- Section 2.2.9 - Monitoring implementation of the framework.

Please provide your feedback via the SurveyMonkey form, which can be found [HERE](#).

DRAFT

About WALGA

The Western Australian Local Government Association (WALGA) is an independent, member-based, not for profit organisation representing and supporting the WA Local Government sector.

Our membership includes all 139 Local Governments in the State. WALGA uses its influence, support and expertise to deliver better outcomes for WA Local Governments and their communities.

We advocate to all levels of Government on behalf of our Local Government Members, and provide expert advice, services and support to Local Governments. WALGA's vision is for agile and inclusive Local Governments enhancing community wellbeing and enabling economic prosperity.

Acknowledgement of Country

WALGA acknowledges the continuing connection of Aboriginal people to Country, culture and community. We embrace the vast Aboriginal cultural diversity throughout Western Australia, including Boorloo (Perth), on the land of the Whadjuk Nyoongar People, where WALGA is located, and we acknowledge and pay respect to Elders past and present.

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1. Introduction

Western Australia's energy sector is transforming to achieve the State and Australian Governments' 2050 net zero emissions target. Local Government is a key stakeholder in this change, with many regional communities experiencing an increase in engagement from renewable energy proponents and the prospect of their regions undergoing significant transformation.

It is essential that the energy transition currently underway delivers economic opportunities, ensures reliable and affordable electricity, and results in benefits for local communities that host the energy transition infrastructure. Many Local Governments see the benefit that large scale renewable energy projects can bring to their area, however a transformation of this size doesn't come without its challenges.

WALGA welcomes the opportunity to provide feedback on the State's *Draft Guideline on Community Benefits for Renewable Energy Projects* and looks forward to working with PoweringWA to deliver positive outcomes for Local Governments and their communities.

1.1. WALGA's work on large scale renewable energy

The impact of large scale renewable energy projects on communities has become a growing and pressing issue for Local Governments. After consultation with Members, discussions with State Governments and other jurisdictions, WALGA developed [three advocacy policy positions](#) related to the renewable energy transition (see appendix 1). These were endorsed by all WALGA zones and State Council at its September 2024 State Council Meeting:

- 6.16 Energy Transition Engagement and Community Benefit Framework
- 6.17 Renewable Energy Facilities
- 6.18 Priority Agriculture

These advocacy positions have guided a number of WALGA's initiatives to support Local Governments. These initiatives include:

- **Energy Transition Survey:** In September 2024, WALGA conducted a survey to capture data on Local Government sentiment on the energy transition. The survey was targeted towards Local Government CEOs.
- **WALGA Research Paper:** The paper outlines how other State Governments are responding to renewable energy projects and highlights relevant energy strategies and stakeholders in State and Federal Government.
- **Planning resource:** "Empowering Local Governments - Planning for Renewable Energy" provides an overview of the State and Local planning frameworks and tools available to Local Governments for managing renewable energy facility development. It also outlines the three development assessment pathways for renewable energy proponents.
- **Teams Group for Local Government Leaders:** A Teams Group was established for CEOs and Elected Members to facilitate continued collaboration and knowledge sharing between Local Governments.

- **Large Scale Renewable Energy Forum:** A Forum was held in November 2024, bringing together State Government, industry and Local Government to discuss the opportunities and challenges of large scale renewable energy projects, and the support required by Local Governments when engaging with proponents.
- **Rating research paper:** Work is underway on a research paper that explores Local Government rating of renewable energy facilities. The paper will include a:
 1. Legislative Framework Review - to determine the current legislative provisions available to WA Local Governments and provide recommendations for any legislative changes in relation to the rating of renewable energy facilities.
 2. National and Local Review - to research how other Australian jurisdictions are managing the rating of renewable energy facilities and consult with a selection of Western Australian Local Governments.
 3. Way Forward - providing a summary of options and recommendations of the rating of renewable energy facilities by Local Governments going forward.
- **Renewable Energy Ministerial Forum:** On June 12 2025, a Forum was held bringing together State and Local Government. State Government Ministers, Hon Amber-Jade Sanderson MLA, and Hon John Carey MLA, addressed Local Governments on their plans for the renewable energy transition and the State Government's priorities. As Minister for Energy and Decarbonisation, Minister Sanderson also engaged in a roundtable discussion with Local Governments, alongside a workshop session conducted by Powering WA, focusing on community benefits.

Negotiating community benefits and engaging with developers in the absence of a State framework has continued to be a key challenge for Local Governments. WALGA commenced work on developing a Community Benefits and Engagement Guide at the beginning of 2025. The purpose of the Guide was to provide succinct guidance to the sector on managing engagement and community benefit challenges when it comes to large scale renewable energy projects.

WALGA's Guide complements the State Government's *Draft Guideline on Community Benefits for Renewable Energy Projects*, building on many of the principles and providing more detailed operational guidance on how to engage with developers. Local and State Government were engaged throughout the creation of WALGA's Guide, including PoweringWA. The final Guide is being presented at the July 2 State Council meeting.

1.2. Summary of WALGA Recommendations

WALGA's recommendations and comments are as follows:

1. WALGA supports the proposed types of community benefit sharing arrangements.
2. WALGA supports the proposed principles for community benefit arrangements.
3. In consideration of the benefit value guidelines, WALGA:
 - a. Does not support the ranges of \$500 - \$1,500 per MW per annum for wind projects and \$150 - \$800 per MW per annum for solar projects.
 - b. Recommends there is a single figure for wind projects and a single figure for solar projects to provide clearer guidance on expectations of developers. This figure should be the upper end of the proposed rates (ie \$1,500 per MW per annum for wind projects and \$800 per MW per annum for solar projects), providing a floor for rates paid.
 - c. Recommends a rate is included for storage projects.
 - d. Supports the payment of these rates over the life of the development and indexation to inflation.
4. WALGA supports the proposed criteria for applications of the Guidelines, except for the consideration of 'The application of other fees and charges incurred by the developer, including local government rates and any pre-existing community focused financial commitments.'
5. WALGA supports the proposed principles for developers engaging with the community, on community benefit arrangements.
6. WALGA supports the consideration of benefits for Aboriginal Western Australians.
7. WALGA supports the proposed flexibility in governance structures.
8. There should be stronger guidance on when benefit sharing arrangements should commence.
9. WALGA supports the proposed length of arrangement for community benefits.
10. WALGA supports the ongoing reporting and review of community benefit arrangements.
11. The Guideline needs to be mandated.
12. WALGA supports the consideration of nearby communities and neighbours in the allocation of community benefits.
13. There needs to be clearer guidance on when developers should engage with neighbouring Local Governments.
14. WALGA supports community benefits being viewed as separate to rates.
15. WALGA supports additional development benefits being considered.

2. **WALGA Recommendations on the Draft Guideline on Community Benefits for Renewable Energy Proponents**

WALGA welcomes the release of the State Government's *Draft Guideline on Community Benefits for Renewable Energy Projects* (the Guideline). It provides much needed guidance for Local Governments and industry on how to engage and negotiate positive outcomes for the communities housing large scale renewable energy projects.

It is important to note that while WALGA broadly supports many of the principles within the Guideline, more work is required to ensure the fair and equitable distribution of benefits within communities. This includes mandating the Guideline.

Statements such as 'ultimately community benefits flow through to electricity costs...' are not seen as helpful and can potentially cause a further divide within communities. WALGA is aware however, that there is a balance between delivering community benefits and ensuring projects remain viable. Clear, legislated guidance will help to ensure a balance is maintained.

WALGA welcomes the opportunity to provide feedback to PoweringWA's *Draft Guideline on Community Benefits for Renewable Energy Projects*. WALGA's response is informed by direct engagement with Local Governments on this submission, as well as engagement with the sector over the last 12 months on the issue of community benefits and engagement.

2.1. **Community Benefits**

2.1.1. **Types of community benefits**

WALGA Recommendation

1. WALGA supports the proposed types of community benefit sharing arrangements.

As noted in the Guideline, the approach to community benefit sharing arrangements should be tailored to the community's needs. The Guideline should not be prescriptive in the exact type of community benefit arrangements that must be negotiated. Each Local Government is unique and the final arrangement with the developer should reflect this. Local Governments have expressed the importance of legacy funding, that provide long lasting benefits to the community. This is reflected in WALGA's Energy Transition Survey results, where upgrades of infrastructure, services or facilities (62%) and new infrastructure, services or facilities (47%) were listed as the two most important aspects of a community benefits framework for Local Governments.

2.1.2. **Principles for community benefit arrangements**

WALGA Recommendation

1. WALGA supports the proposed principles for community benefit arrangements.

The proposed principles underpin what Local Governments are seeking from developers- bespoke benefits, that provide the opportunity for their communities to see long lasting benefits from the transition. A particular emphasis should be placed on transparency from

developers where possible, ensuring clear communication and significant collaboration with the community when designing community benefit arrangements.

2.2. Community Benefit Arrangements in WA

2.2.1. Benefit value guidelines

WALGA Recommendation

1. In consideration of the benefit value guidelines, WALGA:
 - a. Does not support the ranges of \$500 - \$1,500 per MW per annum for wind projects and \$150 - \$800 per MW per annum for solar projects.
 - b. Recommends there is a single figure for wind projects and a single figure for solar projects to provide clearer guidance on expectations of developers. This figure should be the upper end of the proposed rates (ie \$1,500 per MW per annum for wind projects and \$800 per MW per annum for solar projects) providing a floor for rates paid.
 - c. Recommends a rate is included for battery storage projects.
 - d. Supports the payment of these rates over the life of the development and indexed to inflation.

While flexibility is required in negotiating the type of community benefit arrangements, it is important there is clarity in the expectation of developers when it comes to the financial contribution they should be making. A range offers little incentive for developers to contribute more than the lowest figure, which may not be suitable for projects that have a higher impact on the community. Local Governments are seeking a rate which sits at the higher end of the proposed ranges and reflects the conversations they are already having with developers. In making these rates a floor, it not only provides certainty for all stakeholders involved, but also provides a way for developers to demonstrate their commitment to the community if they do choose to offer above the floor rate.

It is recommended that a rate is included for Battery Energy Storage Systems (BESS), especially given the Guideline states that the principles of the Guideline can be applied to renewable energy generation infrastructure, including batteries. Without a clear rate, Local Governments may struggle to negotiate a financial contribution from battery storage. It is noted in the Guideline that there is no industry standard, however the \$150 per megawatt hour per annum for stand-alone battery energy storage systems located in a rural zone stated within the NSW's [Benefit Sharing Guideline](#), may be a first step in developing a figure for a WA context.

2.2.2. Criteria for application of guidelines

WALGA Recommendation

1. WALGA supports the proposed criteria for applications of the Guidelines, except for the consideration of '*The application of other fees and charges incurred by the developer, including local government rates and any pre-existing community focused financial commitments.*'

Community benefits should be viewed as separate to Local Government rates and other fees and charges. The ability to rate renewable energy projects is important when it comes to Local Governments recouping costs incurred by these kinds of developments. The Guideline also acknowledges under the section '*The role of rates*' that rates and community benefits should be viewed separately. Rating should not be a factor considered by developers and communities when agreeing on a community benefits arrangement. Any fees/charges of particular concern should be defined in the Guideline to provide clarity to all parties.

2.2.3. Developing community benefit arrangements

WALGA Recommendation

2. WALGA supports the proposed principles for developers engaging with the community, on community benefit arrangements.

Ongoing community engagement is critical to positive outcomes when it comes to the development and delivery of community benefits. It is particularly critical that community benefit arrangements are agreed early on in the project's development, and that there is ongoing assessment of the agreement's effectiveness.

2.2.4. Benefits for Aboriginal Western Australians

WALGA Recommendation

1. WALGA supports the consideration of benefits for Aboriginal Western Australians.

In developing community benefit arrangements, Local Governments will want engagement with all key sections of their community, notably Aboriginal populations. WALGA agrees with the statement in the Guideline that an Aboriginal perspective should be included in all community consultations and consideration of benefits programs.

2.2.5. Governance structure

WALGA Recommendation

2. WALGA supports the proposed flexibility in governance structures.

Local Governments should be involved in the governance of any kind of community benefit arrangements. WALGA agrees with the sentiment in the Guideline that the exact governance structure should be dependent on the hosting community, and there should be flexibility around the exact structure and the involvement from community.

2.2.6. Commencement of benefit sharing arrangements

WALGA Recommendation

1. There should be stronger guidance on when benefit sharing arrangements should commence.

While it is recognised projects will not begin generating income until they are operational, the impact these projects have on the communities housing them begins long before this, during the construction phase. To ensure social licence continues to be granted by the

community, a portion of the community benefits arrangements should be delivered during the construction phase of the project.

2.2.7. Length of arrangements

WALGA Recommendation

1. WALGA supports the proposed length of arrangement for community benefits.

It is important that Local Governments are adequately compensated throughout the lifetime of any large scale renewable energy development in their area, and therefore community benefit arrangements should be ongoing through the life of the project. A particular concern of Local Governments is the impact the change in project ownership could have to any community benefit arrangements. WALGA is supportive of the statement within the Guideline, that community benefit arrangement should be tied to a specific project rather than a proponent and should be maintained regardless of any change to project ownership. There needs to be a mechanism in place to ensure this takes place.

2.2.8. Reporting and review

WALGA Recommendation

1. WALGA supports the ongoing reporting and review of community benefit arrangements.

Given the long lifespan of renewable energy projects, and how quickly the energy landscape is changing, there must be a process for the continual review of any community benefit arrangements. WALGA supports the key considerations stated within the Guideline as they allow for flexibility in the process depending on the agreed governance structure.

2.2.9. Monitoring implementation of the framework

WALGA Recommendation

1. The Guideline needs to be mandated.

While the document implies that developers will have their projects looked upon more favourably by State Government approval processes if they are consistent with the principles within the Guideline, there is no clear mechanism stated for ensuring community benefit arrangements are actually delivered. Local Governments have mixed experiences when dealing with developers, some of which are open to engaging with the community, and others which are not interested. To be truly effective, community benefits need to be mandated, ensuring communities housing renewable energy projects see benefits delivered.

There are several options that should be examined as potential mechanisms to mandate this requirement, including (but not limited to) amendments to existing planning or energy legislation or new, standalone legislation.

2.2.10. Nearby communities and neighbours

WALGA Recommendation

1. WALGA supports the consideration of nearby communities and neighbours in the allocation of community benefits.
2. There needs to be clearer guidance on when developers should engage with neighbouring Local Governments.

Neighbouring Local Governments may bear the brunt of construction and operation more so than communities where the project is housed. The Guideline should provide greater guidance about when developers need to engage with nearby Local Governments to ensure communication is ongoing between the communities affected the most.

2.2.11. The role of rates

WALGA Recommendation

1. WALGA supports community benefits being viewed as separate to rates.

Large scale renewable energy developments will often have an impact on local services and infrastructure, such as roads. It is critical there is a mechanism in which Local Governments can recoup these associated costs, with rates already having established a precedent to do this. As it stands, many Local Governments are not collecting any additional rates from large scale renewable energy projects - the rates being levied are on the current landowners based on the existing land use, not the improved value from the renewable energy development.

Rates should be seen as separate to community benefits, which are designed to build social license and ensure that communities share in the economic and social gains of the energy transition. WALGA is supportive of the statement within the Guideline, which states community benefits should be viewed a separate to any cost recovery undertaken by Councils.

2.2.12. Development benefits

WALGA Recommendation

1. WALGA supports additional development benefits being considered.

Beyond financial arrangements, there are other ways that renewable energy developers can provide benefits to local communities, including the development of local skills, job opportunities and housing. In delivering large scale renewable energy projects, developers should consider how the work they must undertake could be delivered in a way that can provide further positive outcomes to the community.

2.3. Additional Comments

While the Guideline addresses many of the aspects of community benefits and engagement, there are several outstanding issues which will impact the document's effectiveness.

Statewide strategy for the rollout of the energy transition

The Guideline is only one component of what is required to ensure an orderly and fair renewable energy transition. Project proponents are actively pursuing opportunities in many rural, remote, and regional areas. There is no coordinated approach to integrating these investments into existing communities and industries, leaving individual Local Governments and their communities to 'reinvent the wheel' in their efforts to achieve the best outcomes for their communities. It is also creating confusion from some Local Governments about their role in the transition and anxiety in communities about the potential impacts on their local area.

WALGA's 2025 State Election Priorities calls for the development of a comprehensive, Statewide strategy as a priority to facilitate the development of large scale renewable energy projects across WA, to manage the impacts and maximise the benefits of renewable energy for the State's communities, economy and environment.

Cumulative impacts

The Guideline refers to the cumulative impact that multiple projects may have on a single community or region, however it doesn't provide guidance on how these impacts should be measured, and whose responsibility that should be.

WALGA considers that the State Government should lead and coordinate regional cumulative impact assessments for large scale renewable projects, in consultation with proponents and Local Governments.

WALGA notes that having a comprehensive understanding of the cumulative impacts of multiple large scale renewable projects in a region (ideally informed by the statewide strategy referred to above) is an important consideration beyond community benefits. Any assessment process should also include considerations around the cumulative impacts on the environment, agricultural production, waste, demand for housing, basic raw materials and other goods and services, local roads, and implications for emergency management.

Appendix 1 - WALGA Advocacy Positions on Renewable Energy

Energy Transition Engagement and Community Benefit Framework

Position Statement

It is essential that the energy transition currently underway delivers economic opportunities, ensures reliable and affordable electricity, and the greatest possible benefits for the community. WALGA calls on the State Government to develop a comprehensive framework to manage the impact of the energy transition that includes local engagement and the realisation of local community benefits from energy transition projects as a priority.

Background

Western Australia's energy industry is transforming to achieve the goal of net zero emissions by 2050. In WA there is no framework that provides a consistent approach to how proponents of major energy projects consult with local communities and how they can share in the benefits of the energy transition. To ensure that local communities and Local Governments are supported in achieving this vision it is important that a framework is delivered to guide the development of this infrastructure to ensure that communities see long-term, tangible, local and sustained benefits from the energy transition. As the projects are currently being rolled out, it is critical that this framework be developed as a priority.

Renewable Energy Facilities

Position Statement

The growth in the number, size, and complexity of renewable energy facilities across Western Australia is expected to continue as energy generation and other traditional industries de-carbonise their facilities and operations. The renewable energy state planning framework requires changes to ensure it is fit for purpose to guide the ongoing development of this sector.

WALGA calls on the State Government to:

1. Adopt a new State Planning Policy for renewable energy facilities, to replace the existing Position Statement: Renewable energy facilities, that:
 - a. Facilitates the orderly development of renewable energy facilities across Western Australia;
 - b. Outlines the key planning and environmental considerations, for the location, siting, design and operation of renewable energy facilities and their associated infrastructure;
 - c. Provides a framework that clearly stipulates the minimum required documentation and technical reports that need to be submitted with proposals for renewable energy facilities;

- d. Supports the development of Local Planning Policies by Local Governments to further guide locally appropriate planning consideration of renewable energy facilities;
- e. Provides a clear relationship with:
 - i. i. State Planning Policy 2.5 - Rural planning and Development Control Policy 3.4 - Subdivision of rural land, to ensure planning decisions adequately balance the need to protect and preserve rural land for rural purposes;
 - ii. ii. State Planning Policy 2.4 - Planning for Basic Raw Materials to ensure proposals for renewable energy facilities consider their impact on basic raw material supply at the earliest stage of the planning process; and
 - iii. iii. State Planning Policy 2.9 - Planning for Water to ensure water resources impacted by renewable energy facilities are identified and adequately managed.
- f. Includes policy measures to address:
 - i. possible negative impacts on or alienation of productive agricultural land;
 - ii. their proximity to lot boundaries with particular attention to potential negative, impact on town sites and sensitive land uses;
 - iii. potential negative impacts on airport operations;
 - iv. their appropriateness in the 'General Industry' zone and impacts and suitable location on heavy industry sites
 - v. the need for local engagement and the realisation of community benefits from the development of renewable energy facilities.
- 2. Review the definition of 'renewable energy facility' considering the increasing size and scope of facilities and consider creating definitions based on the scale of the facility (Utility-scale and other), and the form of facility (solar energy and wind energy).
- 3. Provide guidance to Local Governments on the consideration of green hydrogen production facilities on rural land where it is an incidental use to a renewable energy facility.

Background

The placement and management of renewable energy facilities have become contentious issues in local communities across Western Australia. Concerns have been raised regarding the location of these facilities on agricultural land, their proximity to rural boundaries and residences, and their potential impact on right-to-farm practices such as aerial spraying activities.

The 2023 WALGA Annual General Meeting resolved that WALGA establish and promote policies to protect and prioritise the preservation of agricultural land against its displacement by non-agricultural activities that lead to a net reduction of the State's productive agricultural land.

The Great Eastern Country Zone passed a similar resolution at their April Zone meeting.

The Central Country Zone made a similar resolution, requesting WALGA advocate to the State Government to develop a more comprehensive and effective approach to guide the management and placement of renewable energy facilities; including but not limited to wind, solar, battery, renewable diesel and associated infrastructure.

Furthermore, Local Governments have also raised concerns with the coordination of renewable energy facilities in industrial areas, particularly in relation to their appropriateness in the 'General Industry' zone and impacts and suitable location on heavy industry sites. The existing State Government Position Statement: Renewable energy facilities is inadequate to address these concerns, leading to inconsistent application and approvals of renewable energy facilities across the State.

Priority Agriculture

Position Statement

The state planning framework should provide sufficient statutory protections for areas identified as high quality agricultural land.

WALGA calls on the State Government to:

1. Amend the Planning and Development (Local Planning Schemes) Regulations 2015 to:
 - a. Create a new model zone under Schedule 1, Part 3, Clause 16 for land identified as high quality agricultural land known as the 'Priority Agriculture' zone, with the following objectives:
 - i. to retain priority agricultural land for agricultural purposes; and
 - ii. limit the introduction of sensitive land uses which may compromise existing, future and potential agricultural production.
 - b. Define 'Priority Agriculture' zone under Schedule 2, Part 1, Clause 1 to align with the definition provided in State Planning Policy 2.5 - Rural planning.
2. Review the areas which have been identified by the Department of Primary Industries and Regional Development as high quality agricultural land and expand the extent of mapping to address the whole of Western Australia.
3. Undertake a 'health check' of *State Planning Policy 2.5 - Rural planning and Development Control Policy 3.4 - Subdivision of rural land*, in consultation with relevant stakeholders.

Background

A 2023 WALGA Annual General Meeting resolution and subsequent resolution by the Great Eastern Country Zone requested WALGA establish and promote policies to protect and prioritise the preservation of agricultural land against its displacement by non-agricultural activities that lead to a net reduction of the State's productive agricultural land.

WALGA prepared a Research Paper: Protection of Productive Agricultural Land (Research Paper) which provided policy context, WALGA advocacy and analysis of State and Local

Government approaches to land use protections. The Research Paper described the process of high quality agricultural land being identified by the Department of Primary Industries and Regional Development, which can then inform Local Governments who choose to adopt priority agricultural land provisions within their local planning frameworks.

This work identified a lack of consistency between the subregional planning strategies across the different regions of WA that has impeded the implementation of best practice planning controls into local planning frameworks, and thus produced inconsistent application across the State.

DRAFT

Communications Agreements

Discussion Paper

June 2025

Local Government Submissions to WALGA are requested by **4pm, Monday 28 July 2025** to governance@walga.asn.au

For more information, please contact Tony Brown on 9213 2051 or Felicity Morris on 9213 2093.

Submission Format

This Discussion Paper has been designed to enable Local Governments to insert responses in the form field provided for each section of the Discussion Paper.

Local Governments can choose to respond to only some sections or questions, and are also welcome to provide a submission in an alternative format.

Please also provide your Local Government details below.

Local Government Name:		Shire of Yilgarn
Submission was prepared and endorsed by:		
☐	Council Resolution / Meeting Date:	Click or tap here to enter text.
☐	Council Member Workshop / Forum (without Council resolution)	
Contact Name:		Nic Warren
Contact email address:		ceo@yilgarn.wa.gov.au
Contact phone:		08 9049 1001

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1. Background

Communications Agreements were outlined in the Minister for Local Government's [Reform Proposals](#) released in 2022.

Following sector consultation, WALGA adopted the following advocacy position in relation to Communication Agreements:

2.5.3 Council Communication Agreements

The Local Government sector supports the introduction of a consistent, regulated Communications Agreement between Councils and the CEO within Local Governments.

Amendments to achieve this reform were included in the [Local Government Amendment Act 2023](#) but are yet to take effect:

- Amendments to Section 5.92 of the *Local Government Act 1995* (the Act) to provide that the right of a Council Member or Committee Member to access information under that section must be exercised in accordance with the Local Government's communications agreement.
- New section 5.92A requiring every Local Government to have a communications agreement between the Council and the CEO regulating the matters specified in the Act and regulations.
- New section 5.92B requiring the Minister to make Ministerial Order setting out a default communications agreement which applies at any time a Local Government does not have its own communications agreement.
- New section 5.92C enabling Local Governments to adopt and amend its own communications agreement with the agreement of the CEO, which will expire at the end of every caretaker period, and upon the end of the CEO's employment with that Local Government.

On 5 June 2025, the Department of Local Government, Sport and Cultural Industries (the Department) published the draft [Local Government Regulations Amendment Regulations 2025](#) (the Draft Regulations) and draft [Local Government \(Default Communications Agreement\) Order 2025](#) (the Draft Order). The Department has also published a [Communications Agreement Consultation Paper](#) (the DLGSC Consultation Paper) which explains the Draft Regulations and Draft Order.

The Draft Regulations prescribe the minimum requirements for all communications agreements and provide the mechanism to require compliance by Local Government employees, Council Members and Committee Members.

The Draft Order sets out what is proposed to be the default communications agreement in Schedule 1. As all Local Governments will be subject to this default agreement on a regular basis (at least every two years after each caretaker period and after a CEO's employment ends) as well as at any time an agreement cannot be reached between Council and the CEO, it is critical that the default agreement is fit for purpose.

2. Discussion paper

The following discussion paper provides preliminary WALGA comments and questions on the Draft Regulations and Draft Order for consideration by Local Governments.

Part 2.1 of this paper deals with the Draft Regulations. Where the corresponding content of the Draft Order is relevant to the discussion of the issue, it is included in this part.

Part 2.2 deals with matters that appear only in the Draft Order.

All clause references are to Schedule 1 of the Draft Order.

2.1. Draft Regulations

2.1.1. General drafting approach

WALGA Comment

The Draft Regulations and Draft Order are quite detailed and prescriptive. Some detail may be necessary to provide clarity and achieve an appropriate balance. It is essential that all parties understand their responsibilities, as breaches would constitute a breach of the Code of Conduct for Council Members, Committee Members and Candidates, or the Employee Code of Conduct. However, the level of prescriptive detail in the Draft Regulations and Draft Order may be restrictive for Local Governments seeing to develop locally appropriate approaches.

Questions

1. Do the Draft Regulations and Draft Order have an appropriate level of detail, or could they be simplified?

Local Government Response:
Seems overly prescriptive, suggest the default agreement has the bare necessities and allow the CEO/Council determine how it is to be applied relevant to individual LG needs and preferences.

2.1.2. Commencement and implementation

The Draft Regulations state that they will commence on 19 October 2025, the day after the Ordinary Local Government Elections. This means that the default communications agreement set out in the finalised Ministerial Order would apply to all Local Governments from this date.

WALGA comment

The lead up to Local Government elections is a very busy time for Local Governments. Many Local Governments devote considerable resources to preparing induction materials for new Council Members. These materials and any induction programs will need to provide both commencing and

continuing Council Members with an understanding of the default communications agreement. In addition, Local Governments will need to establish the appropriate administrative processes to implement the default communications agreement. To complete these preparations, Local Governments will need to know the final content of the regulations and order.

Questions

2. What would be a reasonable period to allow Local Governments to prepare for implementation of the default communications agreement after publication of the final regulations and order?

Local Government Response:

What is the realistic expectation for implementation of the new regulations by the Department. As WALGA have stated, LG's need time to prepare induction materials and it would be helpful to be able to provide some advice to perspective nominees during presentations in the lead up to the opening of nominations.

That would realistically require the regulations to be implemented as a minimum prior to 28 August. With LGIRS consultation closing on the 22 August, it seems unlikely this will be achievable.

2.1.3. Providing correspondence sent by Mayor or President to all Council Members

Draft Regulations

Regulation 7 of the Draft Regulations would insert a new Regulation 28C in the *Local Government (Administration) Regulations 1996* prescribing that communications agreements must regulate the circumstances in which correspondence sent by the Mayor President on behalf of the Local Government must be provided to all Council Members. This is an additional matter that was not specified in the Act amendments.

Draft Order

To meet this requirement, clause 5 of the Draft Order requires correspondence sent by the Mayor or President on behalf of the Local Government to be provided to all Council members, unless the Mayor or President is satisfied that particular circumstances mean it is appropriate not to provide the correspondence. The DLGSC Consultation Paper advises that this should only occur in "exceptional circumstances" and could otherwise constitute a breach of the communications agreement by the Mayor or President.

WALGA Comment

Depending on the Local Government, Mayors or Presidents may send a high volume of correspondence that could be understood as being on behalf of the Local Government. Providing copies of all this correspondence to all Council Members may be burdensome for the Administration, and for Council Members in receiving high volumes.

To avoid breaching the communications agreement, the Mayor or President would need to have a record of each decision and the circumstances that make it appropriate not to provide correspondence to all Council Members.

Questions

3. Is it necessary for all communications agreements to address the provision of Mayor / President correspondence to Council Members?
4. Is clause 5 of the Draft Order appropriate and workable for your Local Government? Are any changes required?
5. Would it be useful for the Draft Order to:
 - a. specify types of correspondence that must be provided to all Council members, unless decided by the Mayor or President? For example, correspondence that relates to advocacy, communications with government agencies or elected representatives, major stakeholders, or communicating Council decisions.
 - b. allow the Mayor or President to decide that certain categories of correspondence do not need to be provided? For example, letters of appreciation and congratulations.
 - c. allow for alternative methods of making the correspondence available to Council Members rather than providing a copy? For example, allow Local Governments to provide a list of correspondence that Council Members may access on request, or publish correspondence on an Elected Member portal.

Local Government Response:

For transparency, anything sent on behalf of the LG should be provided to all Councillors, unless Clause 5(2) applies. Acknowledging as a Band 3 local government we don't have the same volume of correspondence from the President going out compared to a Band 1 or 2, however if it is provided to all Councillors, it is then their prerogative to digest all correspondence sent.

Query as to why it is the CEO's responsibility to provide the correspondence from the Mayor/President and suggest making it the Mayor/President's role to copy all Councillors into applicable correspondence out.

Suggest inclusion that the CEO is made aware of all correspondence being sent out to ensure appropriate records management is undertaken and to maintain awareness.

2.1.4. Requests for information – definition and scope

Draft Regulations

Regulation 7 of the Draft Regulations would insert a new Regulation 28D in the *Local Government (Administration) Regulations 1996* which prescribes the content of communications agreements. The regulation distinguishes between administrative matters and requests for information and prescribes definitions as well as the content that must be included in relation to each type of request.

The definition of request for information in regulation 28D(1) is as follows:

request for information, in relation to a local government, means a request for —

- (a) access to information held by the local government under section 5.92 or otherwise; or
- (b) other information.

This definition is also used in regulation 10(2) of the Draft Regulations for a consequential amendment to the *Local Government (Model Code of Conduct) Regulation 2021*.

As this definition is prescribed in the Draft Regulations, it will apply to all communications agreements, not just the default agreement.

Draft Order

Clause 3(1) provides that the default communications agreement applies to a person only when acting in their capacity as a Council Member, Committee Member or employee.

Clause 4 provides general principles, including that Council and Committee Members will ensure they only request information that is relevant to their functions under the Act or any other written law.

Division 3 sets out the requirements regarding requests for information. Clause 11 of the Draft Order repeats the prescribed definition when stating that a Council Member or Committee Member may make a request for information. Clause 14 specifies that nothing in the agreement requires certain information to be provided, including “information mentioned in section 5.92(4) of the Act”.

WALGA comment

Section 5.92(1) of the Act allows a Council Member or Committee Member to “have access to any information held by the local government that is relevant to the performance by the person of any of the person’s functions under this Act or under any other written law” (emphasis added). This is a broad right of access, requiring only relevance to the performance of a statutory function.

Section 5.92(4) clarifies that the section does not give a Council Member or Committee Member the right to access specified information, including certain employee information, any personal information about individuals that is not relevant to a Council or Committee decision, information the Local Government is prohibited or restricted from disclosing to the Council Member or Committee Member under a written law, and information that is not relevant to the functions of the Council Member or Committee Member under the Act or any written law.

The definition of **request for information** expands significantly beyond requests under section 5.92. It is unclear what is intended by “or otherwise” in part (a) of the definition. Further, the inclusion of “other information” in part (b) is so open-ended, it may make any limitations imposed by (a) almost meaningless.

As the Draft Order only applies when a person is acting in their capacity as a Council Member or Committee Member, it is difficult to understand what “other information” could be required that is not relevant to a statutory function.

Council Members may interact with the Local Government in their personal capacity and request and gain access to information as customers of the Local Government. These ordinary citizen transactions would not be subject to the communications agreement. Similarly, all members of the public have a right to inspect and receive copies of Local Government information in accordance with s5.94, 5.95, 5.96 and 5.96A of the Act, and public information prescribed under other written laws. These public access rights would not be subject to the communications agreement.

The expansive definition appears to be inconsistent with other provisions of the Draft Order. Clause 4 uses the wording of section 5.92, stating that Council and Committee Members agree to only request information that is relevant to their functions under law. Clause 14(b) of the Draft Order confirms that a Council Member or Committee Member is not required to be provided with

information mentioned in section 5.92(4) of the Act. As noted above, section 5.92(4)(f) refers to information that is not relevant to the performance of a function under law.

The result may be that a Council Member or Committee Member may *request* information under clause 11 that they must agree not to request under clause 4(c)(iii), that they do not have a statutory right to access, and that clause 14 confirms that they are not required to be provided.

Questions

6. Should the words "or otherwise" and "other information" be deleted from the definition of ***request for information***?
7. Do Local Governments identify any risks arising from the definition of ***request for information*** in its current form?
8. Does the definition of ***request for information*** create inconsistency with section 5.92 of the Act and clauses 4 and 14 of the Draft Order?
9. Should the definition of ***request for information*** be revised to refer only to requests made under s.5.92?
10. Are there any other comments on the scope or definition of ***request for information***?

Local Government Response:

Agree with WALGA, there is some open-endedness to the inclusion of "or otherwise" and "other information", suggested the Department either specify what other information is; allow the CEO/Council to agree and specify what is deemed other information when adopting their agreement; or deleting reference.

2.1.5. Administrative matters – definition and scope

Draft Regulations

Regulation 7 of the Draft Regulations would insert a new Regulation 28D in the *Local Government (Administration) Regulations 1996* which provides definitions and prescribes the content of communications agreements. The regulation distinguishes between administrative matters and requests for information and prescribes definitions as well as the content that must be included in relation to each type of request. The definition of administrative matter lists the scheduling of council or committee meetings, compliance obligations under the Act, IT support, training and conference arrangements, event invitations, entitlements and "any other matter of an administrative nature".

Regulation 10(2) of the Draft Regulations would insert the proposed definition of administrative matter into clause 20(1) of the Model Code of Conduct for Council Members, Committee Members and Candidates (Sch 1 of the *Local Government (Model Code of Conduct) Regulations 2021*).

Draft Order

Clause 2 of the Draft Order repeats the definition of administrative matter and defines administrative request for information. Clause 25 defines administrative request as either or both of

an administrative request for information or a request for administrative assistance. Clause 26 defines a request for administrative assistance.

Division 5 of the Draft Order deals with administrative requests for information and requests for administrative assistance. Clause 26 provides that a Council Member or Committee Member may make a request for administrative assistance, while clause 27 provides the process for making an administrative request. Administrative requests may be made verbally or in writing

WALGA Comment

Local Government officers regularly provide routine information and support to Council Members and Committee Members. It seems reasonable to provide for a separate category of requests that may be dealt with in a simplified way, and with no requirement to provide responses to all Council or Committee Members.

The definition of administrative matter prescribed in the Draft Regulations may not be suitable for all Local Governments. WALGA suggests that an alternative definition could be as follows:

administrative matter in relation to a council member or committee member, means support or assistance provided to an individual council member or individual committee member to facilitate an administrative process related to that member, and may include:

- (i) council and committee meeting scheduling, attendance, apologies, leave of absence, committee deputy member attendance, drafting a notice of motion or alternative motion.
- (ii) attendance at professional development, training or events, associated speech writing, ceremonial protocols, travel, accommodation and incidental expense arrangements,
- (iii) entitlements to a fee, allowance, reimbursement or superannuation,
- (iv) personal compliance with obligations under the Act, Regulations, code of conduct, conflict of interest or gift disclosure requirements, record keeping,
- (v) information and communication technology software or hardware provided by the local government,
- (vi) any other matters specified as administrative matters in a local government's communications agreement.

Alternatively, the Draft Regulations could state that administrative matters are to be defined in the local government's communications agreement. The above alternative definition could be modified for use in the Draft Order.

Consideration could also be given to simplifying the language used in the Draft Order regarding these requests. It seems unnecessarily complex to have four defined terms to deal with simple day to day enquiries.

Questions

11. Do Local Governments support a separate process for administrative matters?
12. Is the Draft Regulation definition of **administrative matter** suitable for your Local Government?
13. Do you support the alternative WALGA definition above and/or have any other suggestions for the definition?
14. Should the regulations avoid a prescribed definition and allow **administrative matter** to be defined entirely in the communications agreement?
15. Are there any other comments on administrative matters?

Local Government Response:
No concerns pertaining to the proposed management of administrative matters.

2.1.6. Exclusions from application of communications agreement

Draft Regulations

The new Regulation 28D(3), to be inserted in the *Local Government (Administration) Regulations 1996* by Draft Regulation 7, provides that a communications agreement must specify it does not apply to anything a Council Member, Committee Member or Employee does as part of deliberations at a Council Meeting, or CEO employment processes.

Draft Order

Clause 3(2) of the Draft Order gives effect to these requirements.

WALGA Comment

These exclusions enable Council Members and Committee Members to communicate with employees under certain circumstances without being subject to the communications agreement. The respective codes of conduct would continue to apply to employees and Council or Committee Members.

Questions

16. Are these exclusions appropriate?

Local Government Response:
Support the exclusions.

2.1.7. Commissioners

Draft Regulations

New Regulation 28D(5) will require all communications agreements to include content enabling commissioners to make requests to any employee, to determine the manner information is to be provided and to resolve disputes.

Draft Order

Clause 29 provides that the communications agreement applies to a commissioner as if they were the Mayor or President and the Council of the Local Government. Clause 30 then modifies the application of the communications agreement to allow a commissioner to make a request to the CEO or any employee, in the manner determined by the commissioner and to specify the manner in which a response is to be provided. It also provides for a commissioner to resolve disputes.

WALGA Comment

Section 2.38 of the Act provides that any reference to Council, Council Member, Mayor or President in the Act or other written law applies to a commissioner. A Local Government's communications agreement would apply to commissioners on that basis, and a commissioner could adopt a new agreement with the CEO. It does not seem appropriate for a commissioner to direct requests to any employee of the Local Government.

Questions

17. Should the rights and responsibilities of commissioners under a communications agreement be consistent with the rights and responsibilities of Council, Council Members, Mayors and Presidents?
18. Is it inappropriate for a commissioner to make requests to any employee of the Local Government?

Local Government Response:
Support provisions pertaining to Commissioners.

2.1.8. Amendments to Model Code of Conduct

Draft Regulations

Regulation 10(4) of the Draft Regulations will amend clause 20 of the Model Code of Conduct for Council Members, Committee Members and Candidates (Sch 1 of the *Local Government (Model Code of Conduct) Regulations 2021*). As a result, the prohibition on a Council Member directing or attempting to direct a local government employee will not apply to anything that a Council Member does as part of making a request in accordance with a communications agreement.

WALGA comment

Model Code of Conduct clause 20(2)(a) prohibits a Council Member from directing or attempting to direct a Local Government employee to do or not to do anything in their capacity as a Local Government employee.

This prohibition does not apply to anything done during deliberations at a Council or Committee meeting. The proposed amendment would expand the circumstances in which a Council Member may direct an employee.

The proposed amendment implies that a request for information or administrative request may be made in a manner that is an attempt to *direct* a local government employee and has the effect of allowing such direction without breaching Code of Conduct provisions.

Questions

19. Is it necessary or appropriate for a Council Member to be able to direct a local government employee when making a request in accordance with a communications agreement?

Local Government Response:
If the direction of the employee pertains purely to the provision of information then no objections, but the direction of an employee outside of the provision of information should be explicitly prohibited.

2.3. Draft Order

2.3.1. Clause 4 General principles

Draft Order

Clause 4 of the Draft Order provides general principles for both the Council and the CEO, largely relating to acting and communicating in accordance with the agreement. This includes that the CEO will support Council Members and Committee Members in performing their functions under law, and that Council Members and Committee Members will only request information relevant to their functions under law.

Questions

20. Are there any additional principles that should be referenced in this clause?
21. Would it be beneficial to include a principle requiring that the communications agreement be applied in a manner that is consistent with the respective roles and responsibilities of Council and the CEO under the Act?

Local Government Response:
Support inclusion of wording as per question 21 above.

2.3.2. Clause 8 Nominated employees

Draft Order

Clause 8(1) enables the CEO to nominate employees for the purposes of the agreement.

Clause 8(2) requires the CEO to nominate minimum numbers of employees, depending on the Class of the Local Government.

Clause 8(3) allows employees to be nominated for all requests for information, or a type of request for information. Clause 8(4) allows employees to be nominated for media enquiries, requests for administrative assistance, or types of either of these.

Under clauses 16, 18, 20, 23 and 27 of the Draft Order, Council Members or Committee Members must make and discuss their various requests with an “appropriate nominated employee”, defined in clause 2(1). In summary, an appropriate nominated employee is an employee who has been nominated for that type of request.

Clause 9 allows the CEO to direct which employee responds to a request.

WALGA Comment

The minimum numbers of nominated employees specified in clause 8 will only apply while the default communications agreement applies to a Local Government. However, these requirements must still be fit for purpose when applying to all Local Governments at least every two years, or at any time an agreement has not been reached.

It is unlikely that all Local Governments of a particular class will have the same requirements or capacity.

CEOs are likely to be best placed to establish a sufficient number of nominated employees to service the level of requests in appropriate timeframes. This could include an administrative system of internal referrals, which could allow requests to be made to any nominated employee, rather than only an “appropriate nominated employee”.

The requirement to make the request to an appropriate nominated employee may be challenging if a request for information addresses multiple subjects. It may be more efficient for responses to be coordinated by a single nominated employee.

Similarly, it may be sufficient to state that a CEO can nominate an employee generally or for the purposes of specified types of requests and that Council and Committee Members are provided with an up-to-date list.

Questions

22. Should the default communications agreement allow the CEO to nominate employees generally or for the purposes of any specified requests?
23. Should the minimum number of nominated employees be deleted or are they suitable?
24. Is it necessary to specify that requests must be made to an appropriate nominated employee, or could a nominated employee who receives a request refer and coordinate internally, subject to direction from the CEO?

Local Government Response:

Clause 8(1) and 8(2) seem to counteract, with 8(1) stating CEO's may nominate employees and 8(2) stating CEO's must nominate employees.

The provision to nominate employees and the purpose of nomination should be at the discretion of the CEO and agreed to by Council. Every organisation is different and staff may have different capabilities, requiring a minimum number of staff members to be nominated diminishes the authority of the CEO to manage the operations, as is their duty.

Suggest the minimum number in the draft are a recommendation not a requirement.

2.3.3. Clause 12 Information that may be requested

Draft Order

Clause 12(1) lists matters that may be the subject of requests for information, clause 12(2) provides examples of information that may be requested by a Mayor or President, while clause 12(3) specifies that the clause does not limit what information may be requested.

WALGA Comment

It appears that this clause simply provides indicative examples of suitable subject matter for requests for information. As discussed above, the right of access to information under section 5.92 requires a link to a statutory function. It is possible that the examples provided in clause 12 could be

the subject of a request for information that is relevant to a statutory function as well as a request that is not relevant or is excluded under s.5.92(4). Clause 12(3) confirms that the clause does not limit requests for information. Presumably it also does not expand what may be subject to a request for information, so it is unclear whether it is useful.

Questions

25. Is it useful for the default communications agreement to list matters that may be the subject of requests for information? Do Local Governments have any suggestions for inclusion?
26. Do Local Governments have any comments on the matters listed in clause 12?
27. Do Local Governments have examples of how the matters listed in clause 12 are or are not relevant to Council Member and Committee Member functions under the Act or other written law?

Local Government Response:
Do not object to Clause 12.

2.3.4. Clause 13 Requirements applicable to requests for information

Draft Order

Clause 13 sets out the requirements applicable to a request for information, including relevance to a statutory function (as discussed above), limited in scope and accompanied by supporting information or correspondence.

WALGA Comment

In many circumstances, the nature of information requested by Council or Committee Members is self-evidently related to performance of a function under the Act or other written law, consistent with s.5.92(1). However, some requests for information are not self-evident as being consistent with s.5.92.

Questions

28. Do Local Governments have any comments on these requirements?
29. Should clause 13 include a requirement for a request for information to explain the relevance of the request to the performance of a function under the Act or any written law?

Local Government Response:
Suggest inclusion that the CEO/Nominated Employee may seek information to explain the relevance to performance of a function under the Act or written law where not clear.

2.3.5. Clause 14 Certain information not required to be provided

Draft Order

Clause 14 provides that information is not required to be provided in response to a request for information if:

- the request is not made in accordance with the agreement,
- the information is mentioned in section 5.92(4) of the Act,
- the information is not held by the Local Government, is held by another person or body and cannot be reasonably obtained by the Local Government,
- the CEO decides that preparing or providing the information would divert a substantial and unreasonable portion of the Local Government's resources.

WALGA Comment

The exclusion of information referred to in section 5.92(4) (see cl.14(b)) is discussed above.

Clause 14(c) appears somewhat convoluted. It is not clear if this is intended to require Local Governments to undertake research to identify and obtain information that they do not currently hold. Further, if the information is not held by the Local Government and cannot be reasonably obtained, it is not clear why it is relevant whether the information is held by another person or body.

Questions

30. Should clause 14(c) be simplified to state that information is not required to be provided if it is not held by the Local Government?

Local Government Response:
It is the role of the local government employees to research information that specifically relates to Shire operations and strategic directions and whilst the wording in the draft order may seem ambiguous, a blanket statement excluding information not held by the local government is too restrictive.

2.3.6. Clause 15 Disputes

Draft Order

Clause 15 sets out the process for dealing with disputes regarding a final response to a request for information that includes a refusal to provide some or all of the information requested. In the first instance the dispute must be discussed between the Mayor or President, the CEO and the requesting member. If this does not resolve the dispute, the requesting member may refer the dispute to Council for determination. Council's determination is final, and may override a decision by the CEO that the request would divert unreasonable resources.

WALGA Comment

The Draft Order does not appear to contemplate disputes where the Mayor or President is the requesting member.

The Draft Order specifies that Council may override a decision of the CEO under clause 14(d) that a request would divert unreasonable resources. In considering such a dispute, Council should have the benefit of the CEO’s advice regarding the impact on the Local Government’s functions and budget. As only clause 14(d) is referenced in this way, it may be that Council does not have the capacity to overturn a refusal on the grounds set out in clause 14(a) – (c).

Questions

31. Should the default communications agreement specify that if the Mayor or President is the requesting member, the deputy Mayor or President should attend the meeting with the CEO in the event of a dispute?
32. Would it be beneficial to have disputes determined by the Inspector rather than Council?
33. Is it appropriate that Council can overturn the CEO decision under clause 14(d)?
34. Are there any other comments on disputes?

Local Government Response:

Whilst having the Deputy determine disputes between the CEO and Mayor/President seems the most efficient option, does it then diminish the authority of the Mayor/President?

Requiring Council to make a determination at a Council meeting may also prolong the provision of information, which may create issues if the information is time sensitive.

Having the inspectorate provide a determination in this regard would be the most effective in a sense of timing, however would require the inspectorate to be resourced adequately by the Department.

What are the provisions for when a Council decision to overturn a decision of the CEO is in contravention of the terms of the agreement?

2.3.7. Clause 16 Mayor/President discuss media enquiry

Draft Order

Clause 16 allows the Mayor or President to discuss a media enquiry with the CEO or an appropriate nominated employee without making a request for information.

WALGA Comment

In many cases, media enquiries are directed to the Administration, and the Administration then contacts the Mayor or President to coordinate a response. Media enquiries that are not provided to the Local Government could be directed to the Mayor or President, but could also be directed to individual Council Members. It is not clear that this clause is necessary to enable these enquiries to be discussed as needed.

Questions

35. Does this clause meet the needs of Local Governments in managing media enquiries?

Local Government Response:
Suggest inclusion of reference to Council Media Policies for instances where Councillors/committee members are permitted to speak with media.

2.3.8. Division 4 Requests for information - processes

Draft Order

Division 4 of the Draft Order sets out the processes for making, acknowledging, discussing and responding to requests for information other than administrative requests.

Clause 18 requires that a request for information must be made to the CEO or an appropriate nominated employee in writing, by email or other electronic means approved by the CEO. Clause 19 requires the CEO to acknowledge the request within 2 working days after the day it is made.

Clause 20 allows the CEO or an appropriate nominated employee to discuss the request with the requesting member, who may request an amendment to the scope of the request in these discussions.

Clause 21 provides the requirements for responding to a request for information. As a starting point, the CEO must ensure the requesting member is given a final response as soon as practicable. Where a request relates to an agenda item, the CEO must use best endeavours to provide a final response before the meeting. In any case, the CEO must ensure that the requesting member is given a final response within 10 working days after the request is made, or notice that the final response cannot be given within that period and estimating when it will be provided. The final response must be in writing. The final response must include reasons for any refusal to provide any of the information requested.

Under clause 22(1), final responses will generally be provided to all Council Members and members of the relevant committee. Clause 22(2) provides exceptions, including where the request for information is one made by the Mayor or President in relation to representing the Local Government, correspondence or arranging a formal meeting or event. Clause 22(2) also allows the CEO and requesting member to agree that the final response is confidential or because of particular circumstances it is appropriate not to provide to all members.

Clause 23 allows the requesting member to discuss the final response with the CEO or an appropriate nominated employee, and may be provided with additional information in these discussions. Clause 24 allows the CEO to arrange a briefing, meeting or discussion with some or all Council or Committee Members in relation to a final response to a request for information.

WALGA Comment

The definition and scope of requests for information are discussed in part 2.1.4 of this discussion paper.

WALGA seeks sector feedback on whether the detailed processes and requirements in Division 4 are suitable for all Local Governments. It is not clear whether it is necessary for a communications agreement to specify that a Council or Committee Member may discuss a request or response with the CEO or appropriate nominated employee, or that the CEO may organise a briefing. In contrast, it

may be helpful for a communications agreement to state what will occur if the CEO and requesting member do not agree on whether a response should be provided to all members.

Questions

36. Are there any comments on the processes and requirements in Division 4, including:
- (i) Is it suitable that all requests for information must be made in writing by email or other electronic means approved by the CEO?
 - (ii) Is 2 working days an appropriate period for acknowledgement of a request?
 - (iii) Does clause 20 provide an appropriate method for discussing and clarifying requests for information?
 - (iv) Are the timeframes for response specified in clause 21 a reasonable baseline for all Local Governments?
 - (v) Does clause 22(2) provide a suitable method for deciding when a response does not need to be provided to all Council or Committee Members?
 - (vi) Should clause 22(2) state what would occur if the CEO and requesting member do not agree on whether a response is confidential or not to be provided to other members?
 - (vii) Is clause 23 unnecessary or does it provide a useful approach to discussions of a response?
 - (viii) Is clause 24 unnecessary or does it provide a useful approach to informing Council Members and Committee Members?

Local Government Response:

Agree all requests should be in writing.

Generally, 2 days to acknowledge and 10 days to provide a final response is appropriate, however suggest there be a provision for extenuating circumstances, for example what if a request is made during a major incident and the timing is not practicable due to those circumstances.

No objections to 21, 22(2), and whilst unnecessary no objections to 23 or 24.

2.3.9. Division 5 Administrative requests - processes

Draft Order

Division 5 of the Draft Order sets out the requirements for making and responding to administrative requests.

WALGA Comment

The definition of “administrative matter” is discussed above.

WALGA seeks sector feedback on whether the processes and requirements are suitable for all Local Governments.

Questions

- 37. Is it suitable that administrative requests may be made verbally or in writing?
- 38. Does clause 28 provide reasonable requirements for a response?

Local Government Response:

No objection to verbal and in writing requests with ability for CEO to seek a verbal request be placed in writing.

Timeframes are generally appropriate, however should there be a provision for extenuating circumstances, for example what if a request is made during a major incident and the timing is not practicable due to those circumstances.



Department of
**Local Government, Sport
and Cultural Industries**



Communications Agreement Consultation Paper

Local Government Reforms

Background

The *Local Government Amendment Act 2023* (2023 Amendment Act) was passed by Parliament in May 2023 and made a series of amendments to the *Local Government Act 1995* (the Act).

The 2023 Amendment Act implements several key reforms, including those relating to local government elections, as well as some changes which are yet to commence. These include the requirement for a communications agreement between the council and the administration of a local government.

To implement these reforms, the Western Australian (WA) Government has prepared the draft Local Government Regulations Amendment Regulations 2025 and the draft Local Government (Default Communications Agreement) Order 2025.

These proposed draft regulations and the draft order are published on the Department of Local Government, Sport and Cultural Industries (DLGSC) website and are available for public comment until **Friday 22 August 2025**. This consultation paper sets out the aims of these reforms and the proposed legislative requirements.

DLGSC invites local governments, council members, CEOs, local government employees and members of the community to consider the proposed regulations and provide feedback. The feedback received will inform the finalisation of draft regulations and the draft order and the implementation of these changes.

Submissions can be made to DLGSC's Act Review team by:

1. email to actreview@dlgsc.wa.gov.au
2. post to:
DLGSC Act Review
PO Box 8349
PERTH BUSINESS CENTRE WA 6849

Your say and your privacy

Submissions will be treated as public documents unless explicitly requested otherwise.

If you do not consent to your submission being treated as a public document, you should mark it as confidential, or specifically identify the confidential information, and include an explanation.

Please note, even if your submission is treated as confidential by DLGSC, it may still be disclosed in accordance with the requirements of the *Freedom of Information Act 1995* (WA) or any other applicable written law.

DLGSC reserves the right to redact any content that could be regarded as racially vilifying, derogatory or defamatory to an individual or an organisation.

Establishing regulations for communications agreements

The communications agreement is intended to function as a fundamental governance instrument within each local government to set out minimum expectations for formal communications between council members and employees of the local government.

Communications agreements currently exist between each Minister of the WA Government and the agencies that support them. These agreements set out who Ministers and their staff may contact within an agency, what they may request, how they can expect their request to be dealt with and when they can expect a response.

In a local government context, new sections 5.92A – 5.92C inserted by the 2023 Amendment Act provide that:

- each local government must have a communications agreement which deals with the matters required by the Act and regulations
- a local government may adopt a communications agreement by the council and the CEO **both agreeing** to its terms
- if a local government does not adopt or is unable to adopt a communications agreement, the default communications agreement set out in a ministerial order applies.

The draft Local Government Regulations Amendment Regulations 2025 seek to address minimum requirements for and enforcement of communications agreements.

Administration Regulations (amending regulations 3 to 8)

Amending regulations 3 to 8 set out a series of amendments to the Local Government (Administration) Regulations 1996 to deal with communications agreements.

Amending regulation 4 inserts a definition of communications agreements into the regulations.

Amending regulation 5 clarifies that the regulations regarding the employee code of conduct apply to employees of the local government, not contractors.

Amending regulation 6 requires the employee code of conduct to require a local government employee to comply with the communications agreement.

Amending regulation 7 inserts new regulations 28C and 28D.

Regulation 28C provides that in addition to the matters set out in the to be proclaimed section 5.92A of the Act, a communications agreement needs to set out the circumstances in which correspondence sent by the Mayor or President on behalf of the local government must be provided to all council members by the CEO.

Regulation 28D provides that there must be certain minimum content in a communications agreement adopted by a local government and its CEO.

Subregulation (1) provides definitions of an administrative matter and a request for information.

Subregulation (2) provides that a communications agreement must address:

- how council members and committee members can make requests for information
- the time within which a response to a request for information must be given
- the way in which information must be provided in response to a request for information
- a dispute resolution process
- which local government employees, council members and committee members may communicate or have dealings with relating to requests for information.

Subregulation (3) clarifies that the communications agreement does not apply to:

- deliberations at a council or committee meeting
- the process that needs to be undertaken for the recruitment, performance review or employment termination of the CEO.

This recognises that a Mayor or President and duly authorised council members may need to communicate with employees or contractors of the local government other than through the CEO to facilitate the recruitment, performance review or termination process.

Subregulation (4) provides that a communications agreement must address:

- how council members and committee members can make request for administrative assistance
- the time within which a response to a request for administrative assistance must be given
- the way in which information must be provided in response to a request for administrative assistance
- which local government employees, council members and committee members may communicate or have dealings with relating to administrative matters.

Subregulation (5) provides for circumstances where commissioners are administering the local government. This regulation provides that the commissioner may request information or assistance in the manner determined by the commissioner from any local government employee and that, if requested, it must be provided to the commissioner as soon as practicable. Where there is a dispute, it is resolved by the commissioner (or the chair commissioner if there is more than one commissioner).

This reflects that the circumstances that require the appointment of commissioners are unique, and as a result a commissioner should typically not be constrained by a communications agreement when undertaking the process required to restore good government to a local government district.

Regulation 8 provides for the default communications agreement ministerial order to be made prior to 19 October 2025.

Model code of conduct (amending regulations 9 & 10)

To ensure council and committee members comply with the communications agreement, it is proposed that contraventions of the agreement be dealt with under the code of conduct for council members, committee members and candidates.

Amending regulation 10(1) provides that a contravention of section 5.92(3) of the Act, which states that a council member or committee member must comply with the communications agreement, will be a behavioural breach. This means that the breach is dealt with internally by the local government, rather than through the Local Government Standards Panel process. Circumstances where a council member involves themselves in the administration of the local government without authority, or where a council member seeks to direct a local government employee, will remain a rule of conduct breach.

Amending 10(2)-(3) makes an amendment to clause 20 of the model code of conduct. Clause 20 currently provides that a council member or candidate cannot direct a local government employee. This amendment clarifies that the rule of conduct against directing a local government employee does not apply where the council member is acting consistently with the communications agreement in seeking information or administrative assistance.

Default Communications Agreement Order

The 2023 Amendment Act inserted new section 5.92B, which provides for the Minister for Local Government, by order, to set out a form of default communications agreement. This will be considered the communications agreement of the local government at any time that the local government has not adopted a communications agreement of its own or the agreement has expired.

A local government's communications agreement will expire at the end of the local government's caretaker period following an ordinary election, or otherwise at the end of the employment of the CEO who agreed to that communications agreement.

It is important to note the range of circumstances where a local government will fall onto this default agreement. If unable to form an agreement of their own, a local government will be bound by this default agreement. If local governments and CEOs wish to alter something contained in the default agreement, they will need to reach an agreement on an alternative communications agreement.

The proposed default communications agreement is contained in Schedule 1 of the draft Local Government (Default Communications Agreement) Order 2025.

Preliminary provisions (Division 1 of the draft order)

The preliminary components of the agreement include definition and application clauses which address how the agreement is to be interpreted and applied.

The definition of an 'administrative matter' is important in that it clarifies what is considered an administrative matter for a council members' potential request.

Clause 3 (Application) provides that this agreement does not apply to:

- deliberations at a council or committee meeting (which to be dealt with by standardised meeting procedures)
- the process of CEO recruitment, performance reviews or termination of employment, in accordance with the CEO employment standards of the local government.

This covers practical situations, such as the Mayor or President needing to engage closely with the local government's human resources function and consultants in relation to certain instances of managing the employment of the CEO.

General provisions (Division 2 of the draft order)

Clauses 4 to 7 provide a series of general provisions.

Clause 4 addresses the general principles of the agreement:

- That the CEO supports council and committee members to fulfill their functions, including by providing information and administrative assistance that allows them to do so, and ensuring that employees communicate with council members in accordance with the agreement.
- That the council and committee members conduct themselves in accordance with the agreement to ensure the orderly running of the local government.

Clause 5 provides that, in general, all council members should receive a copy of formal correspondence sent by the Mayor or President on behalf of the local government. This reflects the Mayor or President's role of as a spokesperson of the local government, consistent with the decisions of the council. In exceptional circumstances the Mayor or President can decide it is not appropriate to provide such correspondence to all council members. If this is done where exceptional circumstances do not exist, it may constitute a breach of the agreement by the Mayor or President.

Clause 6 clarifies that requests for information or administrative should not be made during social or incidental dealings with employees or contractors, as these interactions are not an appropriate time to seek information.

Clause 7 clarifies that this agreement does not prevent social or incidental dealings or communications between council members and employees.

Clause 8 provides for the nomination of employees by the CEO, which is an important aspect of this agreement as it provides for who within the local government council members may speak with. This is similar to the approved contacts list used for WA Government communications agreements between Ministers and their agency(s).

These employees should be the most relevant employees for the council members to appropriately interact with, such as a local government's governance team, their directors (or equivalents), the executive assistant to the CEO, the communications manager or similar roles.

The clause specifies the number of employees to be nominated for each class of local government, reflecting the size of those local governments. It further clarifies that a CEO may specify that the employee is nominated for particular types of enquiries, such as nominating a communications manager for media enquiries. The CEO is required to maintain an up to date register for council and committee members of these employees and what they are able to be contacted for.

Clause 9 makes clear that the CEO determines who responds to a request for information.

Clause 10 further clarifies that nothing in this agreement requires a CEO or any other employee to respond to a request outside of office hours.

Requests for information generally (Division 3 of the draft order)

Clauses 11 to 16 deal with general requirements that apply to all requests for information.

Clause 11 provides for council and committee members to make requests for information.

Clause 12 sets out the types of information a member may request and the types of additional information a Mayor or President may request from the local government; however, this clause does not limit what information may be sought.

Clause 13 addresses certain things a council member must provide to assist the local government to respond to the request. This includes an appropriate scope, or a copy of correspondence received by the council member where they are seeking advice that relates to the correspondence.

Clause 14 deals with the circumstances where information does not need to be provided to a member, being:

- where the agreement has not been followed
- if the council member is not entitled to that information
- if the information is not held by the local government and unable to be reasonably obtained
- if in the CEO's view, preparing or providing the information would require substantial diversion of the local government's resources.

Clause 15 deals with disputes regarding the provision of information. This provision provides that a council member who is unhappy with a refusal of information may dispute the matter. Initially this should be sought to be resolved at a meeting between the council member, Mayor or President and CEO. If this does not resolve the matter, the council member should refer the matter to the council to resolve whether the information should be provided or not.

Clause 16 clarifies that the Mayor or President may discuss a media enquiry with the CEO or an appropriate nominated employee without making a request for information. This reflects that media enquiries often require urgent responses that are best dealt with promptly.

Responding to requests for information (Division 4 of the draft order)

Clause 17 to 24 deal with responding to requests for information that do not relate to administrative assistance.

Clause 17 provides that this division does not relate to an administrative request for information.

Clause 18 provides that a request for information is to be made to the CEO or an appropriate nominated employee in writing by email or such other electronic means approved by the CEO (such as a portal or similar).

Clause 19 requires the CEO to ensure that a request is acknowledged in writing within 2 working days of the request being made. This does not require the CEO to personally acknowledge the request, just ensure that a mechanism is established for their acknowledgement.

Clause 20 provides that for the purpose of responding to a request for information the CEO or other appropriate employee can discuss the request with the member for the purpose of clarifying the scope or subject of the request and enabling the request to be considered amended as a result of those discussions.

Clause 21 deals with the provision of a response to a request by providing:

- The request must be dealt with as soon as practicable.
- If a request relates to a matter on the agenda of an upcoming council or committee meeting, best endeavours are made to provide the response before that meeting.
- Requests are dealt with within 10 working days by either providing a final response or providing notice of when the final response will be given.
- Final responses should be in writing and include any advice or information relating to the request.
- If the final response is to refuse or partially refuse the request, the reasons for the refusal are given to the council member.

Clause 22 provides that a response to a request for information should generally be provided to all council members and relevant committee members, ensuring all members receive the same information. However, there are proposed exceptions to this where:

- The request is for advice on correspondence received by an individual council member. In these cases, the advice should only be given to the member or members who received the correspondence.
- The request relates to matters that only the Mayor or President can request; in which case those replies should only be given to the Mayor or President.
- The council member and the CEO agree that the matter should be treated confidentially because it is appropriate in the particular circumstances.

Clause 23 provides that the member may discuss the response to their request with the CEO or an appropriate nominated employee in order to clarify or address queries with the response.

Clause 24 provides that the CEO may arrange for a briefing, meeting or other discussion for members on the particular information requested. Members may be provided with information through these avenues, including members being able to seek further information following a briefing, meeting or other discussion.

Responding to administrative requests (Division 5 of the draft order)

Clause 25 to 28 deal with responding to administrative requests.

Clause 25 provides that administrative requests encompass an administrative request for information or a request for administrative assistance.

Clause 26 provides that a member may request administrative assistance regarding an administrative matter.

Clause 27 provides that these requests are:

- To be made to the CEO or the appropriate nominated employee.
- These requests may be made verbally, but the CEO or employee can refuse to deal with the request unless it is in writing.
- If a request is made in writing it must be made via email or other electronic means approved by the CEO (such as a portal).

Clause 28 deals with the provision of a response to an administrative request by providing:

- The request must be dealt with as soon as practicable.
- Requests are dealt with within 10 working days by either providing a final response or providing notice of when the final response will be given.
- Final responses to an administrative request may be verbally or in writing.

Commissioners (Division 6 of the draft order)

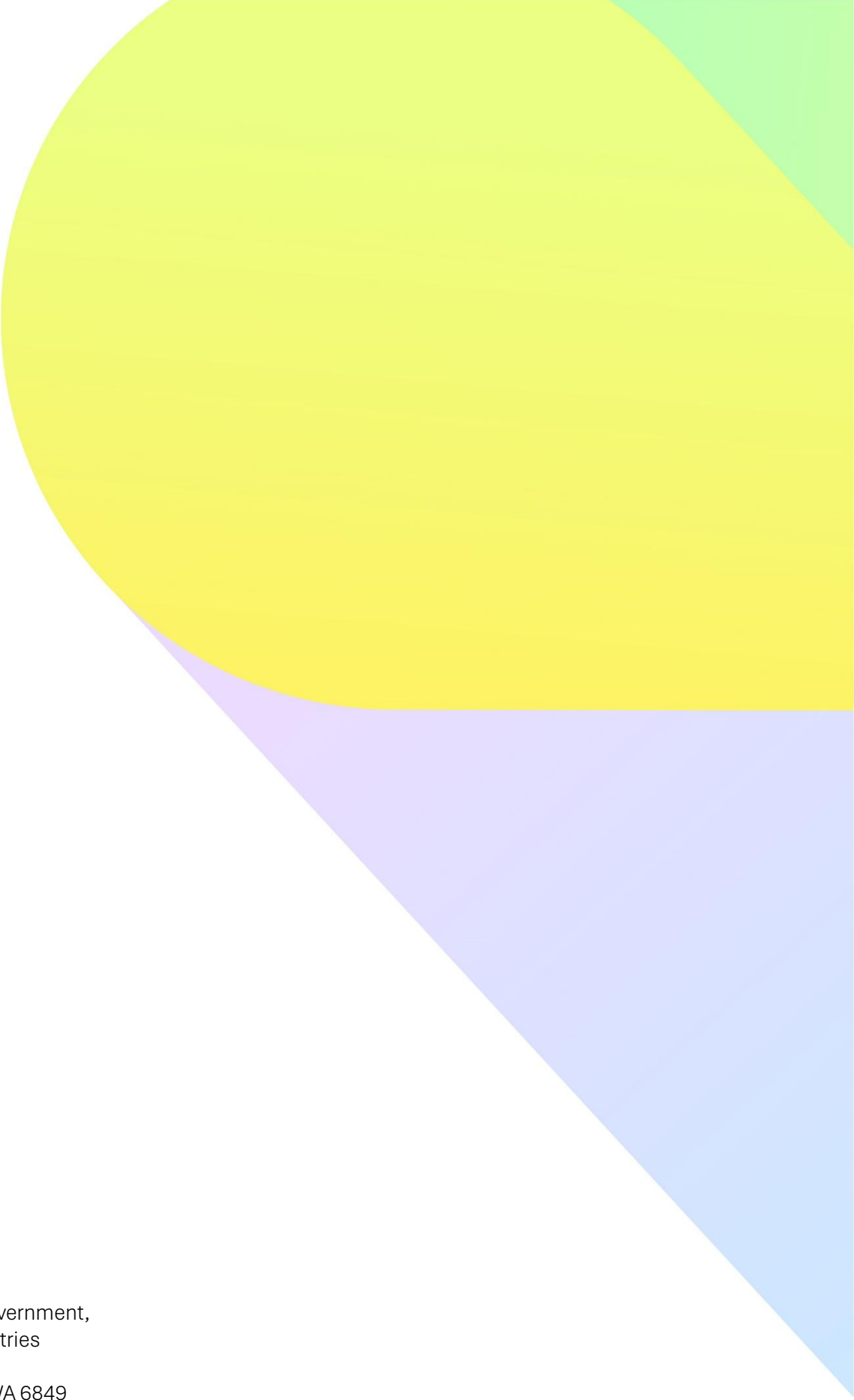
Clauses 29 and 30 deal with this agreement in relation to a commissioner appointed to administer a local government.

Clause 29 provides that the agreement applies to a commissioner as if the commissioner were the council and the Mayor or President.

Clause 30 provides that the commissioner:

- may request information from any local government employee for provision to the commissioner as soon as practicable
- where there is a dispute, it is to be resolved by the commissioner or the chair commissioner (if there is more than one commissioner).

This reflects that the circumstances that require the appointment of commissioners are unique, and as a result a commissioner should typically not be constrained by a communications agreement when undertaking the process required to restore good government to a local government district.



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Local Government Regulations Amendment Regulations 2025

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Local Government Regulations Amendment Regulations 2025

Made by the Governor in Executive Council.

Part 1 — Preliminary

1. Citation

These regulations are the *Local Government Regulations Amendment Regulations 2025*.

2. Commencement

These regulations come into operation as follows —

- (a) Part 1 — on the day on which these regulations are published on the WA legislation website (**publication day**);
- (b) Part 2 (but only regulations 3 and 8) — on the day after publication day;
- (c) the rest of the regulations — on 19 October 2025.

**Part 2 — Local Government (Administration)
Regulations 1996 amended**

3. Regulations amended

This Part amends the *Local Government (Administration) Regulations 1996*.

4. Regulation 3 amended

In regulation 3(1) insert in alphabetical order:

communications agreement, in relation to a local government, means —

- (a) the default communications agreement that is taken to be the local government's communications agreement under section 5.92B; or
- (b) the communications agreement adopted by the local government that has effect as the local government's communications agreement under section 5.92C;

5. Regulation 19AA amended

In regulation 19AA delete the definition of ***local government employee*** and insert:

local government employee means an employee of the local government;

6. Regulation 19ADA inserted

After regulation 19AD insert:

19ADA. Compliance with communications agreement

A code of conduct must contain a requirement that a local government employee must (when acting in their capacity as such) comply with the local government's communications agreement.

7. Regulations 28C and 28D inserted

At the beginning of Part 7 insert:

28C. Additional matters regulated by communications agreement (Act s. 5.92A(2)(d))

For the purposes of section 5.92A(2)(d), the circumstances in which correspondence sent by the mayor or president on behalf of the local government must be provided to all council members by the CEO is a prescribed matter.

28D. Content of communications agreement (Act s. 5.92A(4))

(1) In this regulation —

administrative matter, in relation to a council member or committee member, means the following —

- (a) the scheduling of council meetings or committee meetings;
- (b) the council member's or committee member's compliance obligations under the Act, including in relation to disclosure of financial interests and gifts;

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- (c) information technology support for the council member or committee member;
- (d) arrangements for the council member or committee member to attend training or a conference;
- (e) event invitations received by the council member or committee member;
- (f) the council member's or committee member's entitlement to a fee, allowance, reimbursement or superannuation contribution payment under the Act;
- (g) any other matter of an administrative nature;

request for information, in relation to a local government, means a request for —

- (a) access to information held by the local government under section 5.92 or otherwise; or
 - (b) other information.
- (2) A local government's communications agreement must include content providing for —
- (a) council members and committee members to make requests for information; and
 - (b) the way in which, and the employees of the local government to whom, a request for information must be made; and
 - (c) time limits within which a response to a request for information must be given; and
 - (d) the way in which information must be provided in response to a request for information; and
 - (e) the way in which disputes regarding the response given to a request for information are to be resolved; and

- (f) the employees of the local government with whom council members and committee members may communicate or have dealings in relation to a request for information.
- (3) A local government's communications agreement must include content providing for the agreement not to apply to anything that a council member, committee member or employee of the local government does as part of —
 - (a) the deliberations at a council or committee meeting; or
 - (b) recruiting, reviewing the performance of or terminating the employment of the CEO in accordance with the adopted standards.
- (4) A local government's communications agreement must include content providing for —
 - (a) council members and committee members to make requests for assistance regarding administrative matters; and
 - (b) the way in which, and the employees of the local government to whom, a request for assistance regarding an administrative matter must be made; and
 - (c) time limits within which a response to a request for assistance regarding an administrative matter must be given; and
 - (d) the way in which information must be provided in response to a request for assistance regarding an administrative matter; and
 - (e) the employees of the local government with whom council members and committee members may communicate or have dealings in

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relation to a request for assistance regarding an administrative matter.

- (5) A local government's communications agreement must include content providing for the following —
- (a) a request for information or a request for assistance regarding an administrative matter by a commissioner of the local government may be made to the CEO or another employee of the local government in the manner determined by the commissioner;
 - (b) the CEO must ensure that the commissioner is given a response to the request for information or request for assistance regarding an administrative matter —
 - (i) as soon as practicable; and
 - (ii) in the manner requested by the commissioner (which may include in writing or in a briefing);
 - (c) disputes regarding the request for information or request for assistance regarding an administrative matter must be resolved by —
 - (i) if there are joint commissioners and 1 of them is appointed to be the chairperson — the chairperson; or
 - (ii) otherwise — the commissioner who made the request.

8. Regulation 29E inserted

At the end of Part 7 insert:

29E. Transitional provision for *Local Government Regulations Amendment Regulations 2025*

For the purposes of Schedule 9.3 clause 62(2), regulations 28C and 28D, as to be inserted by the *Local Government Regulations Amendment Regulations 2025* regulation 7, apply in relation to the exercise before 19 October 2025, under the *Interpretation Act 1984* section 25(2), of the Minister's power to make an order under section 5.92B, as to be inserted by the *Local Government Amendment Act 2023* section 74.

**Part 3 — Local Government (Model Code of Conduct)
Regulations 2021 amended**

9. Regulations amended

This Part amends the *Local Government (Model Code of Conduct) Regulations 2021*.

10. Schedule 1 amended

- (1) After Schedule 1 clause 10 insert:

10A. Communications agreement

A council member or committee member must not contravene section 5.92A(3) of the Act.

- (2) In Schedule 1 clause 20(1) insert in alphabetical order:

administrative matter, in relation to a council member or committee member, means the following —

- (a) the scheduling of council meetings or committee meetings;
- (b) the council member's or committee member's compliance obligations under the Act, including in relation to disclosure of financial interests and gifts;
- (c) information technology support for the council member or committee member;
- (d) arrangements for the council member or committee member to attend training or a conference;
- (e) event invitations received by the council member or committee member;
- (f) the council member's or committee member's entitlement to a fee, allowance, reimbursement or superannuation contribution payment under the Act;
- (g) any other matter of an administrative nature;

communications agreement, in relation to a local government, means —

- (a) the default communications agreement that is taken to be the local government’s communications agreement under section 5.92B of the Act; or
- (b) the communications agreement adopted by the local government that has effect as the local government’s communications agreement under section 5.92C of the Act;

request for information, in relation to a local government, means a request for —

- (a) access to information held by the local government under section 5.92 of the Act or otherwise; or
- (b) other information.

- (3) In Schedule 1 clause 20(1) in the definition of **local government employee** paragraph (b) delete “services.” and insert:

services;

- (4) Delete Schedule 1 clause 20(3) and insert:

- (3) Subclause (2)(a) does not apply to anything that a council member does as part of —
- (a) the deliberations at a council or committee meeting; or
 - (b) making a request for information or a request for assistance regarding an administrative matter in accordance with the local government’s communications agreement.

Clerk of the Executive Council

Local Government (Default Communications Agreement) Order 2025

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Local Government (Default Communications Agreement) Order 2025

Made by the Minister under section 5.92B of the Act.

1. Citation

This order is the *Local Government (Default Communications Agreement) Order 2025*.

2. Commencement

This order comes into operation on 19 October 2025.

3. Default communications agreement

For the purposes of section 5.92B(1) of the Act, the form of communications agreement is set out in Schedule 1.

Note for this clause:

Under section 5.92B(2) of the Act, for the purposes of section 5.92A of the Act, the form of communications agreement set out in Schedule 1 is taken to be a local government's communications agreement at any time when the local government does not have a communications agreement of its own under section 5.92C of the Act.

Schedule 1 — Default communications agreement

[cl. 3]

Division 1 — Preliminary provisions

1. Introduction

For the purposes of section 5.92A of the *Local Government Act 1995* (the **Act**), this is the local government's communications agreement between the council of the local government (the **council**) and the chief executive officer of the local government (the **CEO**).

2. Terms used

(1) In this agreement —

Act has the meaning given in clause 1;

administrative matter, in relation to a council member or committee member, means the following —

- (a) the scheduling of council meetings or committee meetings;
- (b) the council member's or committee member's compliance obligations under the Act, including in relation to disclosure of financial interests and gifts;
- (c) information technology support for the council member or committee member;
- (d) arrangements for the council member or committee member to attend training or a conference;
- (e) event invitations received by the council member or committee member;
- (f) the council member's or committee member's entitlement to a fee, allowance, reimbursement or superannuation contribution payment under the Act;
- (g) any other matter of an administrative nature;

administrative request has the meaning given in clause 25;

administrative request for information means a request for information that relates only to an administrative matter;

adopted standards means —

- (a) the standards adopted by the local government under section 5.39B of the Act; or
- (b) if the local government has not adopted standards under section 5.39B of the Act — the standards taken under section 5.39B(5) of the Act to be the local government's adopted standards;

appropriate nominated employee means the following —

- (a) in relation to a request for information — an employee nominated under clause 8(1) and (3) in relation to —
 - (i) all requests for information; or
 - (ii) a type of request for information that includes the request for information;
- (b) in relation to a media enquiry to be discussed under clause 16(1) — an employee nominated under clause 8(1) and (4)(a) in relation to —
 - (i) all media enquiries; or
 - (ii) a type of media enquiry that includes the media enquiry;
- (c) in relation to a request for administrative assistance — an employee nominated under clause 8(1) and (4)(b) in relation to —
 - (i) all requests for administrative assistance; or
 - (ii) a type of request for administrative assistance that includes the request for administrative assistance;

CEO has the meaning given in clause 1;

class 1 local government has the meaning given in the *Local Government (Constitution) Regulations 1998* regulation 2A(a);

class 2 local government has the meaning given in the *Local Government (Constitution) Regulations 1998* regulations 2A(b) and 2B(3);

class 3 local government has the meaning given in the *Local Government (Constitution) Regulations 1998* regulations 2A(c) and 2B(4);

class 4 local government has the meaning given in the *Local Government (Constitution) Regulations 1998* regulations 2A(d) and 2B(5);

committee means a committee of the council;

council has the meaning given in clause 1;

employee means an employee of the local government;

mayor or president includes a councillor performing the functions of the mayor or president under Part 5 Division 3 of the Act;

request for administrative assistance has the meaning given in clause 26;

request for information has the meaning given in clause 11;

requesting member, in relation to a request for information or a request for administrative assistance, means the council member or committee member who made the request;

working day means a day other than —

- (a) a Saturday or a Sunday; or
 - (b) a public holiday throughout the State; or
 - (c) a public holiday in an area that is or includes the district or any part of the district.
- (2) If any other term used in this agreement is given a meaning in section 1.4 of the Act or the *Interpretation Act 1984* section 5, it has the same meaning in this agreement.
- (3) A reference in this agreement to a council member or committee member performing a function under a written law other than the Act does not include a reference to the council member or committee member performing a function in a capacity other than that of council member or committee member under the Act.

3. Application

- (1) This agreement applies to a person who is a council member, committee member or employee when acting in their capacity as such.
- (2) Despite subclause (1), this agreement does not apply to anything that a council member, committee member or employee does as part of —
 - (a) the deliberations at a council or committee meeting; or

- (b) recruiting, reviewing the performance of or terminating the employment of the CEO in accordance with the adopted standards.

Division 2 — General provisions

4. General principles

The council and the CEO agree to the following general principles —

- (a) the CEO will support council members and committee members to perform their functions under the Act and any other written law;
- (b) without limiting paragraph (a), the CEO will ensure that —
 - (i) requests for information and requests for administrative assistance made by council members and committee members are responded to in accordance with this agreement; and
 - (ii) employees deal and communicate with council members and committee members in accordance with this agreement;
- (c) council members and committee members will ensure that —
 - (i) their dealings and communications with employees are in accordance with this agreement; and
 - (ii) their requests for information and requests for administrative assistance are made in accordance with this agreement; and
 - (iii) they only request information that is relevant to their functions under the Act or any other written law.

5. Correspondence sent by mayor or president on behalf of local government

- (1) Correspondence sent by the mayor or president on behalf of the local government must be provided to all council members by the CEO.
- (2) Subclause (1) does not apply to correspondence if the mayor or president is satisfied that, because of particular circumstances, it is appropriate not to provide the correspondence to all council members.

6. Requests must not be made during social or incidental dealing or communication

A council member or committee member must not make a request for information or a request for administrative assistance during a social or incidental dealing or communication with an employee.

7. Incidental or social interactions permitted

Subject to clause 6, nothing in this agreement prohibits social or incidental dealings or communications between —

- (a) a council member or committee member; and
- (b) an employee.

8. Nominated employees

- (1) The CEO may nominate employees for the purposes of this agreement.
- (2) The CEO must nominate at least the following number of employees under subclause (1) —
 - (a) if the local government is a class 1 local government — 4 employees;
 - (b) if the local government is a class 2 local government — 3 employees;
 - (c) if the local government is a class 3 local government — 2 employees;
 - (d) if the local government is a class 4 local government — 1 employee.
- (3) An employee nominated under subclause (1) must be nominated in relation to —
 - (a) all requests for information; or
 - (b) a type of request for information.
- (4) An employee nominated under subclause (1) may be nominated in relation to either or both of the following —
 - (a) all media enquiries or a type of media enquiry;
 - (b) all requests for administrative assistance or a type of request for administrative assistance.

-
- (5) The CEO must ensure that —
- (a) an up-to-date register of employees nominated under subclause (1) is available to council members and committee members; and
 - (b) the register specifies, for each employee nominated under subclause (1), the matters in relation to which the employee is nominated under subclauses (3) and (4).

9. CEO may direct who responds

Despite anything else in this agreement, the CEO may direct which employee is to respond to a particular request for information or request for administrative assistance.

10. No response required out of hours

Nothing in this agreement requires the CEO or another employee to respond to a request for information or a request for administrative assistance outside of office hours.

Division 3 — Requests for information generally

11. Council member or committee member may make request for information

A council member or committee member may make a request (a **request for information**) for —

- (a) access to information held by the local government under section 5.92 of the Act or otherwise; or
- (b) other information.

12. Information that may be requested

- (1) A request for information may be for advice or other information regarding any of the following —
- (a) a service, project or initiative being delivered by the local government;
 - (b) how the local government usually manages a particular matter, issue, service or query;

- (c) budgeting or financial information, including details of the costs of any service, project or initiative delivered or proposed to be delivered by the local government;
 - (d) an issue or situation of broad public concern or interest within the district;
 - (e) preparing a motion to council or a committee;
 - (f) correspondence received by the council member or committee member;
 - (g) an administrative matter.
- (2) The mayor or president may make a request for information for advice or other information regarding any of the following —
 - (a) publicly representing the local government at a media appearance or other event (including advice or other information in the form of a briefing or speaking notes);
 - (b) correspondence to be sent by the mayor or president;
 - (c) arranging a formal meeting or an official event.
- (3) This clause does not limit what information may be the subject of a request for information.

13. Requirements applicable to requests for information

- (1) The information the subject of a request for information must be relevant to the functions of the requesting member under the Act or another written law.
- (2) A request for information must be —
 - (a) limited in scope to the specific information that the council member or committee member requires; and
 - (b) accompanied by any supporting information that may assist the local government to respond to the request.
- (3) A request for information regarding correspondence received by the council member or committee member must include a copy of the correspondence.

14. Certain information not required to be provided

Nothing in this agreement requires information to be provided to a council member or committee member in response to a request for information if —

- (a) the request for information is not made in accordance with this agreement; or
 - (b) the information is information mentioned in section 5.92(4) of the Act; or
 - (c) the information —
 - (i) is not held by the local government; and
 - (ii) is held by a person or body other than the local government; and
 - (iii) cannot reasonably be obtained by the local government;
- or
- (d) the CEO decides that preparing or providing the information would divert a substantial and unreasonable portion of the local government's resources away from its other functions.

15. Disputes regarding final response to request for information

- (1) If the final response to a request for information includes a refusal to provide some or all of the information the subject of the request, the requesting member may notify the CEO in writing that there is a dispute regarding the final response.
- (2) A dispute regarding the final response to a request for information must be discussed at a meeting between the mayor or president, the CEO and the requesting member.
- (3) If the dispute is not resolved at the meeting —
 - (a) the requesting member may refer the dispute to the council; and
 - (b) the council may determine the dispute.

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- (4) The council's determination of the dispute —
 - (a) may override a decision made by the CEO under clause 14(d); and
 - (b) is final.

16. Mayor or president may discuss media enquiry without making request for information

- (1) The mayor or president may discuss a media enquiry with the CEO or an appropriate nominated employee, either verbally or in writing, without making a request for information.
- (2) Subclause (1) does not prevent the mayor or president from making a request for information in relation to a media enquiry.

Division 4 — Requests for information other than administrative requests for information

17. Application

This Division does not apply to or in relation to an administrative request for information.

18. Making a request for information

- (1) A request for information must be made to the CEO or an appropriate nominated employee.
- (2) A request for information must be made in writing by —
 - (a) email; or
 - (b) other electronic means approved by the CEO.

19. Receipt of request must be acknowledged

The CEO must ensure that receipt of a request for information is acknowledged in writing within 2 working days after the day on which the request is made.

20. Request may be discussed and amended

For the purposes of responding to a request for information, the CEO or an appropriate nominated employee may do either or both of the following —

- (a) discuss the request for information with the requesting member, including for the purpose of clarifying the scope of the information the subject of the request;
- (b) if the requesting member requests an amendment to the scope of the information the subject of the request for information — deal with the request for information as if it were so amended.

21. Responding to a request for information

- (1) The CEO must ensure that the requesting member is given a final response to their request for information as soon as practicable.
- (2) If a request for information relates to a matter included in the agenda for an upcoming council or committee meeting, the CEO must make best endeavours to ensure that the requesting member is given a final response to the request before the meeting.
- (3) Without limiting subclause (1) or (2), the CEO must ensure that, within 10 working days after the day on which a request for information is made, the requesting member is given —
 - (a) a final response to the request; or
 - (b) notice that a final response cannot be given within that period and an estimate as to when a final response will be given.
- (4) The final response to a request for information must —
 - (a) be in writing; and
 - (b) include any advice or other information provided in response to the request for information.
- (5) If the final response includes a refusal to provide some or all of the information the subject of the request for information, the response must set out the reasons for that refusal.

22. When final response must be provided to other members

- (1) A copy of the final response to a request for information given to the requesting member must be provided to —
 - (a) all council members; and
 - (b) if the final response is relevant to the work of a committee — any members of the committee who are not council members.
- (2) Subclause (1) does not apply if —
 - (a) the request for information is a request for advice regarding correspondence and the final response is provided to all council members and committee members who received the correspondence; or
 - (b) the request for information is for advice or other information regarding any of the matters mentioned in clause 12(2); or
 - (c) the requesting member and the CEO agree that —
 - (i) the final response is confidential; or
 - (ii) because of particular circumstances, it is appropriate not to provide the final response to all council members and relevant committee members under subclause (1).

23. Requesting member may discuss final response

- (1) The requesting member may discuss the final response to their request for information with the CEO or an appropriate nominated employee, either verbally or in writing.
- (2) During a discussion under subclause (1), the requesting member may be provided with additional information for the purpose of clarifying, or addressing queries in relation to, the final response.

24. CEO may arrange for briefing, meeting or discussion in relation to final response

- (1) The CEO may arrange for some or all council members and committee members to attend a briefing, meeting or other discussion in relation to a final response to a request for information.

- (2) During a briefing, meeting or other discussion arranged under subclause (1), council members and committee members may be provided with additional information for the purpose of clarifying, or addressing queries in relation to, the final response.

Division 5 — Administrative requests for information and requests for administrative assistance

25. Term used: administrative request

In this Division —

administrative request means a request that is either or both of the following —

- (a) an administrative request for information;
- (b) a request for administrative assistance.

26. Council member or committee member may request assistance regarding administrative matter

A council member or committee member may make a request (a ***request for administrative assistance***) for assistance regarding an administrative matter.

27. Making an administrative request

- (1) An administrative request must be made to the CEO or an appropriate nominated employee.
- (2) Subject to subclause (3), an administrative request may be made verbally or in writing.
- (3) If an administrative request is made verbally, the CEO or an appropriate nominated employee may refuse to deal with the request unless it is made in writing.
- (4) An administrative request that is in writing must be made by —
 - (a) email; or
 - (b) other electronic means approved by the CEO.

28. Responding to an administrative request

- (1) The CEO must ensure that the requesting member is given a final response to their administrative request as soon as practicable.
- (2) Without limiting subclause (1), the CEO must ensure that, within 10 working days after the day on which an administrative request is made, the requesting member is given —
 - (a) a final response to the request; or
 - (b) notice that a final response cannot be given within that period and an estimate as to when the response will be given.
- (3) A final response to an administrative request may be given verbally or in writing.

Division 6 — Provision in relation to commissioner

29. Application of agreement to commissioner

This agreement applies to a commissioner of the local government as if the commissioner were the council and the mayor or president.

30. Requests for information by commissioner

- (1) Despite clause 29, a commissioner of the local government may make a request for information or a request for administrative assistance to the CEO or another employee in the manner determined by the commissioner.
- (2) The CEO must ensure that the commissioner is given a final response to the request made under subclause (1) —
 - (a) as soon as practicable; and
 - (b) in the manner requested by the commissioner (which may include in writing or in a briefing).
- (3) A dispute regarding a request made under subclause (1) must be determined by —
 - (a) if there are joint commissioners and 1 of them is appointed to be the chairperson — the chairperson; or
 - (b) otherwise — the commissioner who made the request.

- (4) The chairperson's or commissioner's determination of the dispute —
- (a) may override a decision made by the CEO under clause 14(d); and
 - (b) is final.

Minister for Local Government

LEASE

SHIRE OF YILGARN
(ABN 58 923 991 148)
(Lessor)

and

SOUTHERN CROSS MOTOR CYCLE CLUB INC
(ABN 37 148 967 895)
(Lessee)

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THIS LEASE is made on the day of 2025

BETWEEN

Shire of Yilgarn (ABN 58 923 991 148) of 23 Antares Street, Southern Cross, Western Australia (**Lessor**)

AND

Southern Cross Motor Cycle Club Inc (ABN 37 148 967 895) of 255 Southern Cross South Road, Southern Cross, Western Australia (**Lessee**)

RECITALS

- A. The Land is reserved to the Crown under Reserve 38802 (**Reserve**) and is vested in the Shire for the designated purpose of "Recreation."
- B. The Shire has the power to lease, sublease or license the Land, which comprises a portion of the Reserve for the designated purpose of "Recreation" for any term not exceeding twenty-one (21) years, subject to the consent of the Minister.
- C. The Lessor has agreed to lease the Leased Area to the Lessee and the Lessee has agreed to take the Leased Area on lease from the Lessor upon and subject to the terms and conditions of this Lease.
- D. Pursuant to section 18 of the *Land Administration Act 1997* (WA), the prior written approval of the Minister has been provided in relation to this Lease a copy of which consent has been added to this Lease as Annexure 1.

IT IS AGREED

1. LEASE

1.1 Grant of Lease

Subject to:

- (a) the prior written approval of the Minister to this Lease under the LAA;
- (b) any other necessary approvals and consents, if and to the extent that those approvals and consents are necessary; and
- (c) the terms and conditions upon which the Land is held by or has become vested in the Lessor,

the Lessor has agreed to lease the Leased Area to the Lessee on the terms and conditions of this Lease.

2. LESSEE'S COVENANTS

The Lessee HEREBY COVENANTS with the Lessor to do the things set out in this clause 2:

2.1 Rent and Rent Review

- (a) The Lessee must pay to the Lessor the Rent in the manner specified in Item 5(a) of Schedule 1 and by the method specified by the Lessor (including by direct deposit) without deduction or set-off (including equitable set-off).
- (b) The full annual Rent will be payable for every year during the Term or Option Term and there will be no apportionment of the Rent in respect of periods of less than a year in the event of the earlier determination, or holding over, of this Lease.
- (c) The first payment of Rent is due on the Commencement Date.

2.2 Rent Review

- (a) On each Rent Review Date, the Rent will be reviewed to determine the Rent to be paid by the Lessee until the next Rent Review Date.
- (b) The review will be as specified in Item 5(b) of Schedule 1.

2.3 Rates and Taxes and Outgoings

The Lessee will pay to the Lessor or other relevant Authority (as directed by the Lessor):

- (a) all applicable local government, water or other rates, taxes, charges or levies assessed or payable in respect of the Leased Area including but not limited to rubbish collection charges and any emergency services levy, local government services and other charges;
- (b) water, drainage and sewerage rates, charges for disposal of stormwater, meter rent and excess water charges;
- (c) land tax and metropolitan regional improvement tax on a single ownership basis; and
- (d) any other consumption charge or cost, statutory impost or other obligation incurred or payable by reason of the Lessee's use and occupation of the Leased Area,

on or before the due date for payment of those outgoings, rates, taxes, charges or levies.

2.4 Services and Utilities

- (a) The Lessee must pay all charges either to the Lessor or the relevant supplier (as directed by the Lessor) for water consumption, electricity, telephone or other Services or utilities or facilities (including meter rental) relating to the Leased Area or the use or occupation of the Leased Area on or before the due date for such each such Service.
- (b) The Lessee must observe and comply with any conditions of supply of Services by the Lessor, or where no conditions of supply are imposed by the Lessor, observe and comply with the conditions of supply of Services imposed by the relevant Authority.
- (c) If any Service is not provided by the Lessor, the Lessee is responsible to make the Lessee's own arrangements at the Lessee's own cost for the supply of the Service to the Leased Area. For the avoidance of doubt, the Lessor is not obliged to provide or to facilitate the procuring of any Services or facilities to or for the Leased Area.
- (d) The Lessee must at its expense install any meters required to separately meter water, telephone or other Services or utilities or facilities consumed by the Lessee for the Leased Area.
- (e) The Lessee must maintain the existing electricity sub-metre to the satisfaction of the Lessor and must pay for any sub-metre rental.

2.5 Sublet, Mortgage or Part with Possession

- (a) The Lessee must not sublet, mortgage or part with possession of the Leased Area or any part of the Leased Area or the benefit of this Lease without the prior written consent of the Lessor and the Minister.
- (b) The covenants and agreements on the part of any sublessee will be deemed to be supplementary to the Lessee's Covenants and must not in any way relieve or be deemed to relieve the Lessee from the Lessee's Covenants.

2.6 Assignment

- (a) The Lessee must not assign the Leased Area or any part of the Leased Area or the benefit of this Lease without the prior written consent of the Lessor and the Minister.
- (b) In the event the Lessor and the Minister approve any assignment:
 - (i) the Lessee must procure the execution by the proposed assignee of a deed of assignment of this Lease to which the Lessor is a party, prepared and completed by the Lessor's solicitors at the cost of the Lessee in all respects; and

- (ii) all Rent then due or payable must be paid in full and there must not be any existing unremedied breach of any of the Lessee's Covenants at the time of the assignment.
- (c) The covenants and agreements on the part of any assignee will be deemed to be supplementary to the Lessee's Covenants and will not in any way relieve or be deemed to relieve the Lessee from the Lessee's Covenants.
- (d) Sections 80 and 82 of the *Property Law Act 1969* (WA) are excluded from and do not apply to this Lease.

2.7 Statutory Obligations

Despite anything to the contrary contained or implied in this Lease, the Lessee will immediately comply with all Acts and Written Laws relating to the Leased Area or to the use of the Leased Area by the Lessee.

2.8 Buildings and Alterations

- (a) The Lessee must not, without the prior written consent of the Lessor, erect or cause to be erected any building or structure on the Land or make or cause to be made any structural or major alteration to any Building or any other structure thereon.
- (b) If any buildings and improvements are to be constructed, erected or made or works carried out or executed on the Leased Area by the Lessee (as approved by the Lessor), they will be constructed, erected, made, carried out and executed:
 - (i) in accordance with all Written Laws;
 - (ii) in a structurally sound manner to a good workmanlike standard; and
 - (iii) under the supervision and to the satisfaction of the Lessor's engineer and not otherwise and in the event of any dispute the certificate of the Lessor's engineer is final.
- (c) Following the construction of any building or improvements the Lessee must obtain an engineer's certificate (in form and content satisfactory to the Lessor) in respect to the existing building and any proposed works to certify that the building and any extension or alteration is structurally sound.

2.9 Damage Caused by Fixtures and Fittings

The Lessee must repair and make good any damage which may be caused to the Leased Area by the installation or removal of any fixtures and fittings on or in the Leased Area.

2.10 Cleaning, Maintenance and Repair

Subject to any Special Condition the Lessee must:

- (a) maintain, replace, repair and keep the Leased Area in good and tenantable repair and condition and in good order and generally in accordance with the condition the Leased Area was in at the Commencement Date;
- (b) keep and maintain the Leased Area clean and tidy and reasonably free from termites, pests, vermin, dirt and rubbish; and
- (c) regularly inspect and maintain in good condition any part of the Leased Area which surrounds any buildings, including but not limited to any flora, gardens, lawns, shrubs, hedges, trees and fencing.

2.11 Use

The Lessee must not:

- (a) use or permit to be used the Leased Area for any purpose other than for the Permitted Use, without the prior consent of the Lessor;
- (b) carry on or permit to be carried on upon the Leased Area or any part of the Leased Area any noxious, noisome, offensive or illegal trade, act, business, occupation or calling;
- (c) make, do or permit upon the Leased Area any act, matter or thing that may be or become a nuisance or annoyance to the Lessor or to other persons having access to the Land or to the owners or occupiers of property in the neighbourhood of the Leased Area;
- (d) use or permit the Leased Area to be used as a residence or accommodation for a person at any time;
- (e) keep any birds or animals in or about the Leased Area without obtaining the prior written consent of the Lessor;

- (f) clear or construct access roads within the Land without obtaining the prior written consent of the Lessor and the Minister; and
- (g) Subject to Schedule 2, cut down any trees, plants or shrubs or sell, remove or otherwise dispose of any clay, sand, gravel, timber or other materials from the Leased Area or the Land.

2.12 Alcohol

The Lessee will not sell or supply liquor from the Leased Area or allow liquor to be sold or supplied from the Leased Area without the prior written consent of the Lessor on then only in accordance with the provisions of the *Liquor Control Act 1988*, *Health (Miscellaneous Provisions) Act 1911*, *Food Act 2008*, *Liquor Licensing Regulations 1989* and any other written laws that may be in force from time to time concerning the supply of alcohol.

2.13 Handling of Food

Where food or beverage is sold or handled in any way on the Leased Area, the Lessee shall:

- (a) provide adequate facilities for the hygienic handling of such food or beverage, including facilities for the washing of hands and utensils;
- (b) notwithstanding any other provision of this Lease, not permit or allow a food or beverage vendor or handler to breach the provisions of the *Health (Miscellaneous Provisions) Act 1911*, *Food Act 2008*, and order, regulation or other by-law or local law or direction made relating to food or beverage or its preparation nor handling;
- (c) without limiting the preceding paragraphs, the Lessee must take adequate steps satisfactory to the Lessor to safeguard any food or beverage being supplied or distributed on the Leased Area from flies and dust; and
- (d) obtain all necessary permits and approvals under the provisions of the *Health (Miscellaneous Provision) Act 1911* or *Food Act 2008* and any other written laws in force concerning the supply or distribution of food.

2.14 Advertising

Not to affix or exhibit or permit to be affixed or exhibited to or upon any part of the Leased Area any placard, poster, sign, board or other advertisement without obtaining the prior written consent of the Lessor.

2.15 Insurance

To insure and keep insured:

- (a) the Lessee in a public risk policy for an amount which at the Commencement Date is not less than the sum of TWENTY MILLION DOLLARS (\$20,000,000.00) in respect of any one claim or such higher amount as the Lessor from time to time requires, with an insurance company approved by the Lessor. The Lessee is to notify the Lessor details of the insurance and to ensure that such insurance conforms with the reasonable requirements from time to time of the Lessor of which the Lessee is given notice and, on demand, is to give to the Lessor the policy in respect of public risk insurance and the receipt for the last premium;
- (b) all:
 - (i) additions to the Leased Area carried out by the Lessee (or a previous tenant);
 - (ii) all Lessee's Fixtures, fittings, merchandise and stock; and
 - (iii) all Lessor's Fixtures;against loss or damage by fire, fusion, explosion, smoke, storm, tempest, rainwater, sprinkler leakage, aircraft or other aerial devices (including articles dropped therefrom) strikes, riots, civil commotion, malicious damage, flood, impact by vehicles, water damage, earthquake burglary, theft and for such other risks (including loss of profits) reasonably insured against by a prudent lessee for full replacement value; and
- (c) all employees (if any) of the Lessee by a usual Workers' Compensation Policy; and
- (d) the business and operations of the Southern Cross Motor Cycle Club contemplated by this Lease, in accordance with all relevant insurances to industry accepted standards, which must include (to the extent not otherwise covered by this cl 2.15):
 - (i) business insurance;
 - (ii) professional indemnity insurance;
 - (iii) public liability insurance;
 - (iv) errors and omissions insurance; and
 - (v) products liability,

AND if the Lessee at any time fails to insure and keep insured, the Lessor may do all things necessary to effect or maintain the insurance and the Lessee must repay any moneys expended by the Lessor for that purpose on demand and any moneys so expended will be deemed to be rent in arrears and may be recovered by the Lessor accordingly.

2.16 Notification to Lessor

- (a) The Lessee must notify the Lessor immediately:
 - (i) when an event occurs which gives rise or might give rise to a claim under or which could prejudice a policy of insurance; or
 - (ii) when a policy of insurance is cancelled.
- (b) The Lessor may, but the Lessee may not without prior written consent of the Lessor, settle or compromise any claim under any insurance required by clause 2.15.
- (c) The Lessee irrevocably appoints the Lessor as the Lessee's attorney during the Term:
 - (i) in respect to all matters and questions which may arise in relation to any insurance required by clause 2.15 or clause 2.16;
 - (ii) with full power to demand, sue for and recover and receive from any insurance company or society or person liable to pay the insurance money as are payable for the risks covered by the insurances required by clause 2.15;
 - (iii) to give good and effectual receipts and discharges for the insurance; and
 - (iv) to settle, adjust, arbitrate and compromise all claims and demands and generally to exercise all powers of absolute owner.
- (d) The Lessee agrees with the Lessor that it will be responsible to pay any excess payable in connection with the insurances referred to in clause 2.15.
- (e) The Lessee acknowledges that it is responsible to obtain all relevant insurances to cover any damage and/or theft to its property. The Lessor does not take any responsibility for the loss or damage of the Lessee's property.

2.17 Not to Invalidate Insurance

- (a) The Lessee will not do or allow anything to be done which might result in any insurance policy effected under this Lease or in respect of the Leased Area becoming void or voidable or which might increase the premium on any policy.

- (b) The Lessee will pay all additional premiums of insurance arising from or in connection with the acts or omissions of the Lessee.

2.18 Entry by the Lessor

The Lessee must permit:

- (a) the Lessor and its Authorised Persons to have access to the Leased Area at all reasonable times and with or without workmen and others and with or without plant, equipment, machinery and materials;
- (b) the Lessor and its Authorised Persons at all reasonable times to enter upon the Leased Area and view the condition of the Leased Area and to carry out repairs to the Leased Area upon reasonable notice being given by the Lessor to carry out such repairs;
- (c) the Lessor and its Authorised Persons with all necessary vehicles plant and materials at all reasonable times to have access to the Leased Area for the purposes of access to and to carry out any building, alterations, improvements or works whether structural or otherwise which the Lessor desires or is required to effect upon the land adjoining the Leased Area; and
- (d) the Lessor and its Authorised Persons and prospective tenants and others with written authority from the Lessor during the last three (3) months of the Term for the purpose of viewing the Leased Area.

2.19 Security of Leased Area

The Lessee is solely responsible for the security of the Leased Area.

2.20 Report to Lessor

The Lessee must immediately report to the Lessor:

- (a) any act of vandalism or any incident which occurs on the Leased Area which involves or is likely to involve a breach of the peace or become the subject of a report or complaint to the police and of which the Lessee is aware;
- (b) any occurrence or circumstances on the Leased Area of which it becomes aware, which might reasonably be expected to cause, in or on the Leased Area, pollution of the environment; and
- (c) all notices, orders and summonses received by the Lessee and which affect the Leased Area and immediately deliver them to the Lessor.

2.21 Costs

The Lessee is liable for and must pay all costs, charges and expenses (including solicitors' costs and architects' fees) incurred by the Lessor for the purposes of or incidental to the preparation and service of a notice under section 81 of the *Property Law Act 1969* (WA) requiring the Lessee to remedy a breach of any of the Lessee's Covenants.

2.22 Indemnity

The Lessee will indemnify and keep indemnified the Lessor and the Minister from and against all liability to any person in respect of:

- (a) death, injury or loss of or damage to property arising from or incidental to the use or occupation of the Leased Area whether as the result of negligence, occupier's liability or otherwise howsoever occasioned;
- (b) any nuisance committed on or arising out of the use of the Leased Area by the Lessee or any other person, whether Lessor has consented to that use.

The Lessee's obligation to indemnify the Lessor under this Lease or at law is not affected by any insurance maintained by the Lessor in respect of the Leased Area.

2.23 Vacating Leased Area and Make Good

- (a) Subject to any Special Condition, upon the expiration or sooner determination of the Term, the Lessee must:
 - (i) make good the Leased Area to a similar standard and configuration as was supplied by the Lessor prior to the commencement of the Lease;
 - (ii) remove all rubbish and waste from within the Leased Area;
 - (iii) paint out or remove all signs and other advertising material on the exterior of the Leased Area;
 - (iv) remove all partitions installed by the Lessee;
 - (v) repair and make good any damage to the Leased Area caused by the compliance by the Lessee with this clause; and
 - (vi) clean and leave in good tenantable repair any Lessor's Fixtures, fittings, amenities, surfaces or items remaining in the Leased Area.

- (b) Any make good obligation in this clause 2.23 must be undertaken:
 - (i) to a good workman like standard to the satisfaction of the Lessor; and
 - (ii) by professional contractors.
- (c) The Lessor may by notice in writing waive any of the Lessee's obligations set out in this clause 2.23 or this Lease as to make good.
- (d) The Lessor's Fixtures are the property of the Lessor and may not be removed, altered or otherwise disposed of by the Lessee without the prior written consent of the Lessor or as provided in Schedule 2.

2.24 To Report Certain Matters to the Lessor

The Lessee must give to the Lessor prompt notice in writing of any known accident to or defect or want of repair in any Services, fixtures, fittings, plant or equipment on the Leased Area. Further and alternatively, the Lessee must give to the Lessor notice of any circumstances likely to be or to cause any danger, risk or hazard to the Leased Area or any person in it. At the same time, the Lessee must give the Lessor any proposals to remedy or rectify or prevent the same.

2.25 Removal of Lessee's Fixtures

- (a) Subject to any Special Condition, prior to the expiry or earlier determination or termination of the Term the Lessee must take, remove and carry away from the Leased Area all Lessee's Fixtures signs, fixtures, fittings, plant, equipment or other articles upon the Leased Area in the nature of trade or tenant's fixtures brought upon the Leased Area by the Lessee.
- (b) In such removal, the Lessee must promptly make good to the satisfaction of the Lessor any damage which may be occasioned by such removal.
- (c) The parties acknowledge and agree that any signs, fixtures, fittings, plant, equipment or other articles not so removed by the Lessee will become the absolute property of the Lessor, without liability of any kind accruing to the Lessee, whether at law or in equity.
- (d) Notwithstanding subclause 2.25(c) the Lessee will remain liable for the cost of the removal of such articles from the Leased Area by the Lessor and for the cost of making good any damage to the Leased Area caused by removal.

2.26 Contamination

- (a) In this clause:
 - (i) **DWER** means the Department of Water and Environmental Regulation; and
 - (ii) **Environmental Contamination** has the same meaning as the term “contaminated” in the *Contaminated Sites Act 2003* (WA).
- (b) The Lessee acknowledges and agrees it is responsible for all and any Environmental Contamination caused by the Lessee’s use and occupation of the Leased Area.
- (c) Prior to the Commencement Date the Lessee will at its cost obtain a benchmark report outlining the level of contamination, if any, on the Leased Area.
- (d) If the Lessee fails to obtain a benchmark report or provide a copy of such report to the Lessor prior to the Commencement Date, then, for the purpose of this Special Condition, the Leased Area will be accepted as uncontaminated at the Commencement Date by the Lessee and all Environmental Contamination present on the Leased Area as at the date of expiry or sooner determination of this Lease will be deemed caused by and attributable to the Lessee.
- (e) If at any time during the Term the Lessee knows or suspects of any Environmental Contamination on, in or under the Land or the Leased Area, then the Lessee must immediately inform the DWER, and the Lessor of the Environmental Contamination.
- (f) The Lessee must take all reasonable steps to prevent and remedy, as appropriate, Environmental Contamination:
 - (i) occurring on, in or under the Leased Area; and
 - (ii) entering neighbouring land from the Leased Area.
- (g) If any Environmental Contamination occurs which is attributable, or deemed attributable, to the Lessee’s use of the Leased Area, it must immediately and to the Lessor’s satisfaction remediate such Environmental Contamination.
- (h) If the Lessee fails to remediate the Environmental Contamination in accordance with this Special Condition, then the Lessor is permitted to, at the Lessee’s cost, remediate the Leased Area or adjoining land.

- (i) The Lessor will be entitled to recover any reasonable expense it incurs in remediating the Environmental Contamination as a debt owed by the Lessee to and payable on demand.
- (j) This clause will survive the expiry or determination of this Lease.

2.27 No Dangerous Substances

The Lessee must not and must not suffer or permit a person to store any dangerous compound or substance on or in the Land or the Leased Area, otherwise than in accordance with the following provisions:

- (a) such storage is required for the business of the Lessee;
- (b) any such storage must comply with all relevant statutory provisions;
- (c) all applications for the approval or renewal of any licence necessary for such storage must be first referred to the Lessor;
- (d) the Lessor may within its absolute discretion refuse to allow the storage of any dangerous compound or substance on the Land or the Leased Area; and
- (e) upon the request of the Lessor, the Lessee will provide a list of all dangerous compounds or substances stored on the Land or the Leased Area.

2.28 Comply with Special Conditions

- (a) The Lessee must comply with the Special Conditions set out in Schedule 2.
- (b) To the extent of any conflict between the terms of the body of the Lease and the Special Conditions, the Special Conditions will prevail.

2.29 Work Health and Safety Act

- (a) The Lessee acknowledges that it is the party conducting a business or undertaking from the Leased Area for the purposes of the *Work Health and Safety Act 2020 (WA)*.
- (b) The Lessee releases and indemnifies and keeps indemnified the Lessor from and against all loss, damage or claim of any kind whatsoever arising in relation to the Leased Area and its use pursuant to the *Work Health and Safety Act 2020 (WA)*.

2.30 GST

- (a) The Rent and other moneys payable under this Lease have been calculated without regard to GST, and the Lessor and the Lessee agree that the Lessor will be entitled to charge an additional amount if the Lessor becomes subject to GST because of the grant of this Lease or any supply to the Lessee under or in connection with this Lease, and the following provisions will apply:
 - (i) the Lessee must do everything reasonably requested by the Lessor to ensure this Lease is treated as taxable for the purposes of the GST, the Lessee must pay the GST to the Lessor at the same time as the payment to which the GST relates, and the Rent and other amounts payable under this Lease are exclusive of GST;
 - (ii) the Lessee must pay to the Lessor on demand any GST charged on goods and services acquired or payable or paid by the Lessor in connection with this Lease or the Leased Premises, including but not limited to any GST payable in connection with or in respect of the provision of any Services and the Rent; and
 - (iii) where the liability of the Lessee under this clause cannot be separately determined, the Lessee must pay to the Lessor on demand an amount which is equal to the Lessee's Proportion of the relevant GST.
- (b) A party's right to payment under this clause 2.30, is subject to a valid Tax Invoice being delivered to the party liable to pay for the taxable supply.

3. LESSOR'S COVENANTS

3.1 Quiet Enjoyment

The Lessor HEREBY COVENANTS with the Lessee that the Lessee will peaceably hold and enjoy the Leased Area during the Term without any interruption from the Lessor or any person rightfully claiming under it subject to:

- (a) the rights of the Crown and subject to all the terms and conditions upon which the Leased Area were vested in and are held by the Lessor;
- (b) the Lessee paying the Rent reserved by this Lease; and
- (c) the Lessee observing and performing the Lessee's Covenants.

4. MUTUAL COVENANTS

The parties further covenant and agree the matters set out in this clause.

4.1 Default by Lessee

If:

- (a) the Rent reserved by this Lease or any part of the Rent or any other moneys payable under this Lease are unpaid for twenty-eight (28) days after written notice requiring payment thereof has been given by the Lessor to the Lessee;
- (b) the Lessee defaults in the observance or performance of any of the Lessee's Covenants and such default continues for twenty-eight (28) days after written notice requiring remedy thereof has been given by the Lessor to the Lessee;
- (c) an event described in Item 8(b) of Schedule 2 occurs and continues for twenty-eight (28) days after written notice requiring remedy thereof has been given by the Lessor to the Lessee;
- (d) any person is in occupation of the Leased Area or any part of the Leased Area or in receipt of the rents and profits of the Leased Area other than the Lessee or an approved transferee or sub-lessee;
- (e) the Lessee or other person in whom for the time being the Term hereby granted is vested permits any execution to be levied on the Leased Area;
- (f) the Lessee ceases to be, or is deregistered as:
 - (i) a corporation under the *Corporations Act 2001* (Cth);
 - (ii) an Aboriginal and Torres Strait Islander corporation under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth); or
 - (iii) a not-for-profit entity registered under the *Australian Charities and Not-for-profits Commission Act 2012* (Cth);
- (g) a mortgagee takes possession of the property of the Lessee under this Lease; or
- (h) the Leased Area is abandoned or vacated for any reason,

then, and in any of such cases, the Lessor may at any time thereafter determine this Lease and may re-enter upon the Leased Area and remove from the Leased Area all property (if any) belonging to the Lessee (at the Lessee's sole cost) and hold possession of it as if this Lease had not been made, without any process of law or further authority. The Lessor's rights under this clause are without prejudice to the rights of action of the Lessor in respect of any antecedent breach of the Lessee's Covenants.

4.2 Essential Terms

In addition to the essential terms identified in Schedule 2, the Lessee's Covenants in the following clauses are each an essential term of this Lease:

- (a) 2.1 and 2.1(a) ("Rent and Rent Review").
- (b) 2.3 ("Rates and Taxes").
- (c) 2.4 ("Utilities").
- (d) 2.5 ("Sublet, Mortgage or Part with Possession").
- (e) 2.6 ("Assignment").
- (f) 2.8 ("Buildings and Alterations").
- (g) 2.10 ("Cleaning, Maintenance and Repair").
- (h) 2.11 ("Use").
- (i) 2.15, 2.16 and 2.17 ("Insurance").
- (j) 2.18 ("Entry by Lessor").
- (k) 2.19 ("Costs").
- (l) 2.22 ("Indemnity").
- (m) 2.23 ("Vacating Leased Area").
- (n) 2.30 ("GST").

4.3 Waiver

In respect of the Lessee's obligations to:

- (a) pay Rent, the acceptance by the Lessor of arrears of Rent does not constitute a waiver of the essential nature of the Lessee's obligations to pay; and
- (b) observe and comply with the Lessee's Covenants, the waiver of any such covenant will not operate as a waiver of another breach of the Lessee's Covenants.

4.4 Breach of Essential Terms is Fundamental Breach

The breach, non-observance, or non-performance of any one or more of the Lessee's Covenants specified in clause 4.2 is a fundamental breach of this Lease by the Lessee. However, nothing contained in this clause prevents any other covenant of this Lease from being construed as an essential term of this Lease.

4.5 Termination Following Breach of Essential Term

Subject to clause 4.6 and 4.7, if the Lessor terminates this Lease following a breach of an essential term of this Lease or otherwise, then without prejudice to any other right or remedy of the Lessor contained or implied in this Lease, the Lessor may recover from the Lessee as and by way of liquidated damages for the breach:

- (a) arrears of Rent;
- (b) all expenses of and incidental to re-letting the Leased Area; and
- (c) the difference, if any, between:
 - (i) the Rent and any other moneys which would have been payable by the Lessee for the unexpired residue of the Term but for the determination calculated from the date of the determination to the date of expiration of the Term if it had expired by the effluxion of time; and
 - (ii) the rent and any other moneys which the Lessor obtains by re-letting the Leased Area for the unexpired residue of the Term.

4.6 Re-letting at Lessor's Discretion

The Lessor is not required or obliged to offer or accept in respect of any re-letting, terms, covenants, conditions and stipulations which are the same or similar to the terms, covenants, conditions or stipulations of this Lease, whether express or implied.

4.7 Lessor's Obligation to Mitigate Loss Preserved

Nothing in this clause whether express or implied diminishes or otherwise lessens any obligation which the Lessor may have at law to mitigate its loss.

4.8 Lessor's Right to Remedy Lessee's Default

- (a) If the Lessee fails to perform any of the Lessee's Covenants, the Lessor may, without prejudice to the Lessor's rights under clause 4.1, remedy the default or the failure to perform as if the Lessor were the Lessee, at the Lessee's cost. The Lessee must pay the Lessor all liabilities incurred by the Lessor in remedying the default or failure to perform on demand.
- (b) None of the following events constitutes a re-entry or forfeiture or waiver of the Lessor's rights to recover in full all money payable by the Lessee under the Lease:
 - (i) Acceptance of the keys or other access devices for the Leased Area.
 - (ii) Entry to the Leased Area by the Lessor for the purpose of inspection or for the purpose of showing the Leased Area to prospective lessees.
 - (iii) Advertising the Leased Area for re-letting.

4.9 No Prejudice to Lessor's Rights

Any re-possession or attempted re-possession of the Leased Area by the Lessor or any demand for or acceptance of the Rent or other money payable under this Lease will not:

- (a) prejudice or affect the Lessor's rights under this Lease;
- (b) release the Lessee from performing the Lessee's Covenants; or
- (c) be deemed an election by the Lessor as to the exercise of the Lessor's rights under this Lease or at law.

4.10 Exercise of Rights by Lessor

The Lessor may exercise its rights under this Lease or at law notwithstanding any delay, neglect or waiver in respect of any breach of the Lessee's Covenants. In doing so, it is not obliged to give notice except in accordance with this Lease or as required by law, and without having to prove any default by the Lessee or the continuance of that default.

4.11 Holding Over

Should the Lessee remain in possession of the Leased Area after the expiration of the Term with the consent of the Lessor then:

- (a) the Lessee will be a monthly tenant only of the Lessor on the same terms and conditions as those contained in this Lease;
- (b) the monthly tenancy will be terminable at any time on one (1) month's written notice being given by either the Lessor or the Lessee; and
- (c) during any period of holding over the annual Rent will be calculated on each anniversary of the commencement of the period of holding over as being the same amount as the annual Rent calculated immediately prior to such increase plus five percent (5%),

PROVIDED THAT no period of holding over may be for a period that would cause the Term (including any Further Term) plus such period of holding over to exceed 21 years.

4.12 Lessee's Risk and Expense

Anything that the Lessee is obliged or required by this Lease to do or effect or omit to do will be at the sole risk and expense of the Lessee.

4.13 Easements, Etc.

For the purposes of:

- (a) providing public or private access to and egress from the Land;
- (b) providing support for any structures hereafter erected on land adjoining the Leased Area; and
- (c) providing Services including water, drainage, gas, electricity, telephone and other electronic communications to the Leased Area or land adjoining the Leased Area,

the Lessor may:

- (d) enter into any arrangement or agreement;
- (e) dedicate or transfer any portion of the Leased Area; and
- (f) grant or create any easement or privilege,

PROVIDED THAT in exercising its rights under this clause the Lessor will not substantially or materially interfere with the Lessee's use and occupation of the Leased Area.

5. DAMAGE AND DESTRUCTION

5.1 Damage to Leased Area

- (a) If at any time during the Term:
 - (i) the whole or a part of Leased Area or any part thereof, is damaged;
 - (ii) such damage prevents access to or causes the Leased Area to be unfit for occupation; and
 - (iii) use of the Leased Area is not reinstated within two (2) weeks after the event,

THEN a proportion of the Rent and Outgoings will abate from the date of the damage until the Leased Area is reinstated.
- (b) Any proportion of the Rent and Outgoings to be abated will be calculated taking into account the nature and extent of the damage sustained.
- (c) In the event of a dispute relating to the amount of Rent and Outgoings to be abated, the full Rent and Outgoings is to be paid by the Lessee until the dispute is determined. The Lessor will refund any overpayment to the Lessee within fourteen (14) days of such determination.
- (d) If any policy of insurance cannot be claimed against or is refused due to the act or default of the Lessee (or its employee, agent, contractor, licensee, invitee or sub-lessee) then the Rent and Outgoings will not be abated.
- (e) The cl 5.1 does not apply to damage to or destruction of any Building or other improvement constructed by the Lessee on the Leased Area.

5.2 Destruction of the Building

- (a) If:
 - (i) one third or more of the lettable area of the Building or the Leased Area is destroyed; and
 - (ii) the building and Leased Area is not reinstated and rebuilt within a reasonable time,

then either Party may terminate this Lease by one (1) months' notice to the other, provided that the Lessee may not terminate pursuant to this clause where the Lessor has already substantially completed the rebuilding or reconstruction of the Building.

- (b) Nothing in this clause requires the Lessor to reinstate or rebuild the Building or Leased Area.
- (c) Any termination by the Lessor or Lessee pursuant to this clause 5.2 is without prejudice to any rights or obligations which may have accrued prior to such determination.

6. OTHER PROVISIONS

6.1 Severance

If any term, condition, covenant or stipulation of this Lease becomes invalid or unenforceable the same may be severed. Such severance will not affect the validity or enforceability of the remaining terms, covenants, conditions and stipulations of this Lease.

6.2 Lessor or Lessee May Act by Agent

All acts and things which the Lessor or Lessee is required or empowered to do under this Lease may be done by the Lessor or the Lessee or the solicitor or employees of the Lessor or the Lessee.

6.3 Caveats and Registration of Lease

- (a) Either party may register this Lease, but the Lessee must not lodge an absolute caveat over the Leased Area to protect the interest of the Lessee under this Lease.
- (b) The Lessee must surrender any registered lease and withdraw any caveat lodged by or on behalf of the Lessee over the Leased Area on Termination of the Lease.
- (c) In consideration of the Lessor leasing the Leased Area to the Lessee, the Lessee irrevocably appoints the Lessor and every officer of the Lessor as defined by the *Local Government Act 1995* (WA) to be attorney of the Lessee, in the name and on behalf of the Lessee, and as the act and deed of the Lessee to sign and lodge at Landgate, Perth, a surrender of lease and a withdrawal of any caveat lodged by or on behalf of the Lessee and not surrendered or withdrawn on Termination of the Lease.
- (d) The Lessee:
 - (i) undertakes to ratify all that the attorney does or causes to be done under or by virtue of this clause 6.3; and
 - (ii) indemnifies the Lessor in respect of any loss arising from any act done under or by virtue of clause 6.3, and the Lessor's costs and expenses of and incidental to the surrendering of the Lease and withdrawing of any caveat lodged by or on behalf of the Lessee affecting the Leased Area.

- (e) On or before the Termination of the Lease, the Lessee must at its own expense:
 - (i) withdraw any caveat lodged by the Lessee over the Leased Area;
 - (ii) discharge any mortgage or other registered encumbrance relating to any liability of the Lessee registered over the Leased Area;
 - (iii) surrender any registered lease over the Leased Area; and
 - (iv) execute a withdrawal of caveat in a form approved or any other document that may be required to remove any encumbrance on the certificate(s) of title for the Leased Area together with any deed or surrender of lease in the form approved or any other document that may be required to remove any lease or notification of it as an encumbrance on the certificate(s) of title for the Leased Area.
- (f) The Lessee hereby indemnifies, and will keep indemnified, the Lessor against all loss or damage suffered by the Lessor as a result of the Lessee's failure to comply with clause 6.3(e) on or before expiry or sooner determination of the Lease.

6.4 Suitability/Approvals

- (a) The Lessor does not expressly or impliedly warrant that the Leased Area is now or will remain suitable or adequate for all or any of the purposes of the Lessee.
- (b) All warranties (if any) as to suitability and adequacy of the Leased Area implied by law are hereby expressly negated.

6.5 Lessor's Discretion

Nothing in this Lease will fetter, or be construed as an attempt to fetter, the discretion or the powers of the Lessor acting in its capacity as an Authority under any Written Law.

6.6 Lessor Not Liable

The Lessor is not liable to the Lessee and the Lessee will not make a claim against the Lessor in respect of any liability resulting from any accident, death, injury, damage to any Lessee's Fixtures, property (including water damage), equipment, or machinery malfunction, interruption of Services or other event of a similar nature in or on or affecting the Leased Area.

6.7 Certificates

A certificate or notice signed by or on behalf of the Lessor or the Lessor's solicitors about a matter or a sum payable is sufficient evidence of the matter or sum stated in the certificate or notice unless the matter or sum is proved to be false or a manifest error.

6.8 Termination

The Termination of this Lease does not affect the Lessee's obligation to pay Rent or other monies payable under this Lease or do any act which is to be done after Termination as provided by this Lease.

6.9 Proper Law

This Lease will be governed by and interpreted in accordance with the laws of Western Australia and, where applicable, the laws of the Commonwealth of Australia.

6.10 Notices

Any notice to:

- (a) the Lessee will be sufficiently served on the Lessee if left addressed to the Lessee on the Leased Area or sent to the Lessee by post or by email communication at the address specified in this Lease (or to such other address as notified in writing to the Lessor by the Lessee from time to time);
- (b) the Lessor will be sufficiently served on the Lessor if left addressed to the Lessor or sent to the Lessor by post or by email communication, at the address specified in this Lease (or to such other address as notified in writing to the Lessee by the Lessor from time to time);

and a notice will be deemed to be served:

- (c) if left at the address given for the recipient, then at the time of leaving the notice;
- (d) if sent by pre-paid post, on the sixth (6) Business Day after the date of posting; and
- (e) if sent by email, at the time when the electronic communication becomes capable of being retrieved by the addressee at the designated electronic address OR when an electronic delivery receipt or read receipt is provided to the sender.

6.11 Whole of Agreement

- (a) The Lessee acknowledges and declares that:
 - (i) in entering this Lease, the Lessee has not relied on any promise, representation, warranty or undertaking given by or on behalf of the Lessor in respect to the suitability of the Leased Area or of the finish, facilities, amenities or Services thereof; and
 - (ii) the covenants and provisions contained in this Lease expressly or by statutory implication cover and comprise the whole of the agreement between the parties.
- (b) The parties expressly agree and declare that no further or other covenants or provisions whether in respect of the Leased Area or otherwise will be deemed to be implied herein or to arise between the parties by way of collateral or other agreement.

6.12 Moratorium Negatived

The application to this Lease of any moratorium or other Act having the effect of extending or reducing the Term, reducing or postponing the payment of the Rent reserved by this Lease or any part of the Rent or otherwise affecting the operation of the Lessee's Covenants or providing for compensation, rights or privileges at the expense of the Lessor in favour of the Lessee or any other person is hereby expressly excluded and negatived.

7. OPTION TO RENEW

NOT USED

8. TRUSTEE PROVISIONS

The Lessee:

- (a) is taken to enter into this Lease both as trustee and in the Lessee's personal capacity;
- (b) acknowledges that the Lessee is personally liable for the performance of the Lessee's Covenants;
- (c) will take any action necessary to ensure the assets of the trust are available to satisfy any claim by the Lessor for any default by the Lessee;
- (d) will assign to the Lessor any right of indemnity the Lessee has against the assets of the trust to the extent of the liability of the Lessee under this Lease; and

- (e) warrants that the Lessee has the power and authority under the terms of the trust to enter into this Lease.

9. DEFINITIONS AND INTERPRETATION

9.1 Definitions

In this Lease, unless the contrary intention appears, the following expressions will have the following meanings:

Acts includes all Acts and statutes (State or Federal) for the time being enacted or modifying any acts and all regulations, by-laws, local laws, town planning schemes, requisitions, notices or orders made under any act from time to time by any statutory, public or other competent authority;

Authorised Person means any employee, agent, licensee, invitee, professional consultant or contractor of a party;

Authority means any state, federal or local government department or authority, government Minister, governmental, semi-governmental, administrative or judicial person or any other person (whether autonomous or not) charged with the administration of any applicable Laws;

Building means the building or buildings that have been or may be constructed upon the Land, if any, and of which the Leased Area forms a part, including any fencing or gates installed within the Leased Area;

Business Day means a day other than a Saturday or Sunday or a day that is not a public holiday in Western Australia;

Commencement Date means the date of commencement of the Term referred to in Item 3(a) of Schedule 1;

CPI means the Consumer Price Index (All Groups) for the City of Perth published by the Australian Bureau of Statistics or, if that index is discontinued, such index as may be agreed by the parties as reflecting the changes, on a consistent basis, of the cost of living in the City of Perth;

CPI Review Amount means the amount reached by applying the following equation

$(A \times B) / C$, where:

A = the Rent payable for the immediately preceding Lease Year;

B = CPI available for the most recent full quarter preceding the current Rent Review Date;
and

C = CPI for the last full quarter preceding the first day of the Lease Year last concluded;

Facility includes the water supply, drainage, sewerage, gas and electrical fixtures, fittings or appliances, in or on the Land or the Leased Area;

Further Term means the term specified in Item 4 of Schedule 1;

GST means goods and services tax or similar value added tax levied or imposed in Australia pursuant to the GST Law or otherwise on a supply;

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

GST Law has the same meanings as in the GST Act;

LAA means the *Land Administration Act 1997* (WA);

Land means the land described in Item 1 of Schedule 1;

Lease means this lease including any Schedules or annexures as amended, varied, extended or assigned and includes a reference to any tenancy or other rights whether legal or equitable under which the Lessee occupies or is entitled to occupy, the Leased Area including, but not limited to, a tenancy for a fixed Term, a periodic tenancy or a tenancy at will;

Lease Year means each separate year of the Term, with the first such Lease Year beginning on the Commencement Date and each subsequent Lease Year beginning on the same day the following year;

Leased Area means the portion of the Land described in Item 2 of Schedule 1;

Lessee's Covenants means all or any of the covenants contained or implied in this Lease on the part of the Lessee to be observed or performed;

Lessee's Fixtures means each improvement, fixture and fitting installed by the Lessee in or on the Leased Premises with the Lessor's consent;

Lessor's Fixtures means all fixtures, fittings, equipment, furnishings and other materials or articles installed by either Party in the Leased Area at the Lessor's cost;

Minister means the Minister for Lands, a body corporate under section 7 of the LAA;

Party or Parties means respectively a party or the parties to this Lease;

Permitted Use means the use of the Leased Area permitted by this Lease and specified in Item 6 of Schedule 1;

Rent means the annual rent payable by the Lessee as specified in Item 5(a) of Schedule 1;

Rent Review Date means each anniversary date of the Commencement Date during the Term, beginning with the date that is one year following the Commencement Date;

Schedule means the schedules to this Lease;

Service includes any telecommunication or other electronic communication, drainage, rubbish removal, gas, oil, fuel or other similar commodity, Facility or service in, to or on the Leased Area or otherwise serving the Leased Area or, where applicable, any other part of the Land, but does not include water consumption or power;

Term means the term specified in Item 3(b) of Schedule 1 and may include, where the context permits, any renewal or extension of that term; and

Written Law has the same meaning given to that term in the *Interpretation Act 1984* (WA).

9.2 Interpretation

- (a) Words importing the singular include the plural and vice versa.
- (b) Words importing any gender include the other genders.
- (c) References to persons include corporations and other corporate bodies recognised at law.
- (d) References to a person include the legal personal representatives, successors and assigns of that person.
- (e) References to a person which has ceased to exist or has been reconstituted, amalgamated, reconstructed or merged, or the functions of which have become exercisable by any other person or body in its place, will be taken to refer to the person or body established or constituted in its place or by which its functions have become exercisable.

- (f) References to this Lease include this document as varied or replaced from time to time and notwithstanding any change in the identity of the parties.
- (g) References to writing include any mode of representing or reproducing words in tangible and permanently visible form and includes email and facsimile transmission.
- (h) An obligation, covenant, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them severally.
- (i) An obligation, covenant, representation or warranty of two or more persons will bind them jointly and each of them severally.
- (j) If a word or phrase is defined, cognate words and phrases have corresponding definitions.
- (k) A reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether of the same or any other legislative authority having jurisdiction).
- (l) 'Include', 'including' and similar expressions are not words of limitation.
- (m) Reference to anything (including any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them.
- (n) Reference to a month and cognate terms means a period commencing on any day of a calendar month and ending on the corresponding day in the next succeeding calendar month but if a corresponding day does not occur in the next succeeding calendar month the period will end on the last day of the next succeeding calendar month.
- (o) References to clauses, paragraphs, the Schedule or an Annexure are a reference to a clause, paragraph or Schedule of this Lease, and the relevant Annexures to this Lease respectively.
- (p) The covenants on the part of the Lessor:
 - (i) bind only the person entitled to the reversionary estate of the Land immediately expectant upon the determination of the Term at the time of any act or default; and
 - (ii) do not render that person liable in damages except where the act or default of that person or its Authorised Persons occurs while that person is the registered proprietor of the Land.

- (q) Words used in this Lease which have a defined meaning in the GST Law have the same meanings as in the GST Law unless the context indicates otherwise.

9.3 Index and Headings

The index and headings have been included in this Lease for ease of reference only and will be ignored in construing or interpreting any part of this Lease.

9.4 Time

In this Lease:

- (a) references to time are to local time in Perth, Western Australia;
- (b) where time is to be reckoned from a day or event, such day or the day of such event will be excluded.

9.5 Exercise of Discretion

A power, authority, right or discretion conferred by this Lease may be exercised from time to time as the occasion requires and will be in that party's absolute discretion unless otherwise specified.

9.6 Withholding of Consent or Approval

Unless otherwise stated in this Lease, where the consent or approval of a party is required, that consent or approval will not be unreasonably refused, conditioned or delayed.

SCHEDULE 1

Item 1. LAND

Crown Reserve 38802, comprised of and being more particularly described as Lot 1521 on Deposited Plan 104280 and being the land comprised in Crown Land Title Volume LR3148 Folio 645.

Item 2. LEASED AREA

The whole of the Land.

Item 3. TERM AND COMMENCEMENT DATE

(a) Commencement Date

The 1st day of July 2025.

(b) Term

Twenty-One (21) years commencing on the Commencement Date and expiring on 30 June 2046.

Item 4. FURTHER TERM

NOT USED

Item 5. RENT

(a) Annual Rent:

From the Commencement Date until varied in accordance with Item 5(b), the Rent is TEN DOLLARS (\$10.00) per annum plus GST payable in advance with the first payment due on the Commencement Date and subsequent payments due on or before the first day of each Lease Year.

(b) Rent Reviews:

The Rent payable for each Lease Year after the first Lease Year will be the greater of:

(A) the CPI Review Amount; and

(B) the Rent payable for the preceding Lease Year.

Item 6. PERMITTED USE

Motor sports club, including:

(b) the provision of food, goods, or products to members and guests of the Lessee association with the Lessee's operation, but excluding retail supply; and

(c) hosting events that promote community engagement and social interaction.

Commercial and retail trading activities are excluded from the Permitted Use.

SCHEDULE 2 – SPECIAL CONDITIONS

The Special Conditions set out below are deemed to be incorporated into and form part of this Lease as if fully set out in the body of this Lease. Where possible, the provisions of the Special Conditions are to be construed as operating in addition to any related or similar requirement specified in the Lease. If there is any inconsistency between the provisions of this Lease generally and the Special Conditions, the Special Conditions will prevail to the extent of the inconsistency.

1. Lessee's Works and Alterations

- (a) This Special Condition applies if the Lessee seeks to undertake or carry out works or alterations within the Leased Area or construct improvements within the Leased Area.
- (b) All costs and expenses associated with the construction, maintenance and operation of any improvements to the Leased Area will be borne solely by the Lessee, including any further infrastructure necessary to support the improvements such as thoroughfare crossovers and street parking.
- (c) The Lessee must not undertake any alterations, additions, painting or improvements to the Leased Area without first:
 - (i) providing proposed plans for such alterations, additions or improvements to the Lessor; and
 - (ii) obtaining the written approval of:
 - (A) the Lessor; and
 - (B) any relevant Authority (if required).
- (d) Any alteration, addition or improvement must be:
 - (i) undertaken by approved, insured contractors with all relevant qualifications and licences;
 - (ii) completed strictly in accordance with:
 - (A) the plans approved by the Lessor;
 - (B) any applicable laws and requirements of any relevant Authority;

- (iii) undertaken in a manner that will minimise any disturbance to the remaining parts of the Land and other adjoining property; and
 - (iv) undertaken to the reasonable satisfaction of the Lessor.
- (e) Nothing in this clause prevents the Lessee from undertaking non-structural or minor interior works.
- (f) Following any building or improvements the Lessee must obtain an engineer's certificate (in form and content satisfactory to the Lessor) in respect to the existing building and any proposed works to certify that the building and any extension or alteration is structurally sound.
- (g) When approving any alterations, additions or improvements the Lessor may specify conditions as to the reinstatement and making good of the Leased Area with respect to such alterations, additions or improvements.
- (h) In the absence of reinstatement conditions specified under Item 1(g), the Lessor must, by the conclusion of the Term, and at its own expense:
 - (i) remove all improvements constructed on the Leased Area;
 - (ii) clear the Leased Area of all debris, rubbish, waste or other contaminants; and
 - (iii) revegetate the Leased Area with native flora so that it is in substantially the same condition as undisturbed land in within the Shire of Derby/West Kimberley as at the Commencement Date.
- (i) Should the Lessee fail to comply with a condition imposed in accordance with Item 1(g) or with Item 1(h), the Lessee will remain liable for the cost of complying with the condition or placing the Leased Area in the condition required by this Lease at the conclusion of the Term.

2. Maintenance and Repair

- (a) The Lessee must, at its own cost:
 - (i) maintain, replace, repair and keep any Building or other improvements constructed by the Lessee, and all fittings contained within them in good and tenantable repair and condition and in good order;
 - (ii) spray for pests annually;

- (iii) keep the gutters of any Building in a clean free-flowing condition;
- (iv) maintain and repair any Building and all parts thereof;
- (v) undertake required repairs and maintenance of a structural or capital nature; and
- (vi) maintain and repair any air conditioning system and other plant and equipment servicing any Building.

3. Water Usage

Irrespective of any other clause in this Lease, and without limiting cl 2.3 of this Lease, the Lessee is responsible for the payment of all water usage on the Leased Area.

4. Repainting of Leased Area

- (a) The Lessee must, every ten (10) years during the Term:
 - (i) patch and paint all interior walls and the ceiling of each Building in a colour approved by the Lessor;
 - (ii) repaint the exterior of any Building in a colour approved by the Lessor.
- (b) Any repainting undertaken in accordance with this Item 5 must be completed:
 - (i) to a good workmanlike standard to the satisfaction of the Lessor; and
 - (ii) by professional contractors.

5. Licences

- (a) The Lessee must ensure that it has and maintains any licence or approval required in connection with carrying on the Permitted Use.
- (b) The Lessee must ensure that any person using the Leased Area in connection with the Permitted Use has any licence or approval required to carry on that activity.

6. Disturbance of Vegetation

The Lessee may remove vegetation growing within the portions of the Leased Area improved with dirt track roads, race courses, parking lots, and within five metres of Buildings existing as

at the Commencement Date. If the Lessee needs to remove any other vegetation to carry on the Permitted Use, it must limit such removal to the minimum necessary to achieve that purpose. The Lessee must otherwise use its best efforts to minimise disturbance to vegetation growing within the Leased Area.

7. Cropping

The Lessee may sow and harvest crop in any portion of the Leased Area that is suitable for crop growth and that does not require native vegetation to be removed to do so. For the avoidance of doubt, the Lessee may not remove any native vegetation for the purpose of allowing cropping of any portion of the Leased Area. If the Lessee conducts cropping in the Leased Area, it must ensure that it does so on a rotational basis.

8. Essential Terms

- (a) Without limiting any other provision of the Lease, including those in clauses 4.2, 4.4, and 4.5, the Lessor and the Lessee agree that the following are essential terms:
 - (i) Item 1 (“Lessee’s Works and Alterations”);
 - (ii) Item 2 (“Maintenance and Repair”);
 - (iii) Item 5 (“Licenses”); and
 - (iv) Item 6 (“Disturbance of Vegetation”).
- (b) Without limiting any other provision of the Lease, including those in clauses 4.2, 4.4, and 4.5, the Lessor and the Lessee agree that any breach, non-observance, or non-performance of the terms listed in the preceding paragraph is a fundamental breach of the Lease by the Lessee.
- (c) In the event of such a breach, the Lessor will have the option, at its sole discretion, to forfeit the Lessee’s leasehold interest. This is in addition to and cumulative with any rights and remedies the Lessor may exercise under Part 4 of the Lease or at law or in equity.

EXECUTED AS A DEED

BY THE LESSOR:

The COMMON SEAL of the)
SHIRE OF YILGARN)
(ABN 58 923 991 148) was hereunto)
affixed by the authority of a resolution of)
the Council in the presence of:)

Shire President – Print Name

Shire President – Signature

Chief Executive Officer – Print Name

Chief Executive Officer – Signature

BY THE LESSEE:

THE COMMON SEAL of the)
SOUTHERN CROSS MOTOR)
CYCLE CLUB INC)
(ABN 37 148 967 895) was)
hereunto fixed by the authority)
of the rules of the association)
in the presence of:)

Sign

Sign

Print Full Name

Print Full Name

Position

Position

ANNEXURE 1
Minister's Consent



Department of Planning,
Lands and Heritage



Land Use Management

Our ref: 02877-1983 Case: 2502142
Enquiries: Wendy Astle Ph: 6552 4672
Email: delivery@dplh.wa.gov.au

1 July 2025

Elizabeth Iacusso
Practice Manager
Civic Legal
PO Box 7432
CLOISTERS SQUARE PERTH WA 6850

BY EMAIL ONLY: elacusso@civiclegal.com.au

Dear Elizabeth

SECTION 18 MINISTERS CONSENT FOR PROPOSED LEASE BETWEEN SHIRE OF YILGARN (LESSOR) AND SOUTHERN CROSS MOTOR CYCLE CLUB INC (LESSEE) – RESERVE 38802

Thank you for your recent correspondence regarding permission to Lease over Reserve 38802, being Lot 1521 on Deposited Plan 104280 which is set aside for the purpose of 'Recreation' and managed by the Shire of Yilgarn with power to lease for any term not exceeding 21 years subject to the consent of the Minister for Lands.

In accordance with section 18 of the *Land Administration Act 1997* (LAA) approval from the Minister for Lands is granted to the proposed Lease provided to the Department of Planning, Lands and Heritage (Department) by email dated 25 June 2025 on the condition that the final Lease executed by the parties is on the same terms as that provided to the Department with that email. If the final document executed by the parties is not on the approved terms, then it may be void under section 18 LAA.

Please note that this approval is for the purposes of section 18 LAA only and does not constitute an endorsement as to the terms and effect of the document. The Department cannot provide any advice in respect of the Lease and recommends that each party obtain their own independent advice as to their rights and obligations under the Lease.

This approval is subject to the registration requirements of the *Transfer of Land Act 1893*. You will need to provide a copy of this letter to Landgate if the documents are to be lodged for registration at Landgate.

Should you have any enquiries please don't hesitate to contact me on any of the above details.

Yours sincerely

Wendy Astle
Senior State Land Officer
Case Delivery



MONTHLY FINANCIAL REPORT

**(Containing the required statement of financial activity and statement of financial position)
For the period ended 30 June 2025**

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

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SHIRE OF YILGARN
STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 JUNE 2025

	Adopted Budget Estimates	YTD Budget Estimates	YTD Actual	Variance* \$ (c) - (b)	Variance* % ((c) - (b))/(b)	Var.
Note	(a) \$	(b) \$	(c) \$	(c) - (b) \$	((c) - (b))/(b) %	
OPERATING ACTIVITIES						
Revenue from operating activities						
General rates	4,601,698	4,601,698	4,559,283	(42,415)	(0.92%)	
Grants, subsidies and contributions	1,459,097	1,459,097	4,533,743	3,074,646	210.72%	▲
Fees and charges	2,060,787	2,060,787	2,604,766	543,979	26.40%	▲
Reimbursements	86,174	86,174	176,143	89,969	104.40%	▲
Interest revenue	774,449	774,449	796,783	22,334	2.88%	
Other revenue	626,300	626,300	709,750	83,450	13.32%	▲
Profit on asset disposals	10,749	0	2,935	2,935	0.00%	
	9,619,254	9,608,505	13,383,403	3,774,898	39.29%	
Expenditure from operating activities						
Employee costs	(4,680,008)	(4,680,008)	(4,383,455)	(296,553)	6.34%	
Materials and contracts	(2,876,890)	(3,683,387)	(2,008,290)	(1,675,097)	45.48%	
Utility charges	(1,038,701)	(888,701)	(1,064,850)	176,149	(19.82%)	
Depreciation	(4,739,000)	(4,739,000)	(5,249,360)	510,360	(10.77%)	
Finance costs	(31,123)	(31,123)	(9,621)	(21,502)	69.09%	
Insurance	(358,984)	(358,984)	(396,622)	37,638	(10.48%)	
Other expenditure	(763,366)	(878,666)	(793,461)	(85,205)	9.70%	
Loss on asset disposals	(240,976)	(240,976)	(132,512)	(108,464)	45.01%	
	(14,729,048)	(15,500,845)	(14,038,171)	1,462,674	9.44%	
Non cash amounts excluded from operating activities	2(c) 4,989,810	4,979,976	5,379,397	399,421	8.02%	
Amount attributable to operating activities	(119,984)	(912,364)	4,724,629	5,636,993	617.84%	
INVESTING ACTIVITIES						
Inflows from investing activities						
Proceeds from capital grants, subsidies and contributions	4,184,946	4,184,946	3,010,232	(1,174,714)	(28.07%)	▼
Proceeds from disposal of assets	491,500	412,000	480,044	68,044	16.52%	▲
	4,676,446	4,596,946	3,490,276	(1,106,670)	(24.07%)	
Outflows from investing activities						
Payments for property, plant and equipment	(9,525,921)	(6,995,921)	(7,429,256)	433,335	(6.19%)	
Payments for construction of infrastructure	(5,896,353)	(5,993,854)	(4,634,715)	(1,359,139)	22.68%	
	(15,422,274)	(12,989,775)	(12,063,971)	925,804	7.13%	
Amount attributable to investing activities	(10,745,828)	(8,392,829)	(8,573,695)	(180,866)	(2.16%)	
FINANCING ACTIVITIES						
Inflows from financing activities						
Proceeds from new borrowings	1,190,000	1,190,000	1,190,000	0	0.00%	
Transfer from reserves	2,952,000	2,952,000	2,702,000	(250,000)	(8.47%)	
	4,142,000	4,142,000	3,892,000	(250,000)	(6.04%)	
Outflows from financing activities						
Payments for principal portion of lease liabilities	0	(1,296)	(1,296)	0	0.00%	
Repayment of borrowings	(98,814)	(98,814)	(98,814)	0	0.00%	
Transfer to reserves	(1,076,615)	(1,076,615)	(1,840,501)	(763,886)	(70.95%)	▼
	(1,175,429)	(1,176,725)	(1,940,611)	(763,886)	(64.92%)	
Amount attributable to financing activities	2,966,571	2,965,275	1,951,389	(1,013,886)	(34.19%)	
MOVEMENT IN SURPLUS OR DEFICIT						
Surplus or deficit at the start of the financial year	2(a) 8,015,561	8,015,561	8,415,551	399,990	4.99%	
Amount attributable to operating activities	(119,984)	(912,364)	4,724,629	5,636,993	617.84%	▲
Amount attributable to investing activities	(10,745,828)	(8,392,829)	(8,573,695)	(180,866)	(2.16%)	
Amount attributable to financing activities	2,966,571	2,965,275	1,951,389	(1,013,886)	(34.19%)	▼
Surplus or deficit after imposition of general rates	116,320	1,675,643	6,517,874	4,842,231	288.98%	▲

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 YILGARN
STATEMENT OF FINANCIAL POSITION
FOR THE PERIOD ENDED 30 JUNE 2025

	Actual 30 June 2024	Actual as at 30 June 2025
	\$	\$
CURRENT ASSETS		
Cash and cash equivalents	20,479,306	17,452,038
Trade and other receivables	682,397	1,315,273
Inventories	37,455	158,398
Other assets	139,938	135,262
TOTAL CURRENT ASSETS	21,339,096	19,060,971
NON-CURRENT ASSETS		
Trade and other receivables	67,678	67,895
Other financial assets	83,171	83,171
Property, plant and equipment	34,411,026	40,230,735
Infrastructure	457,722,270	458,090,415
Right-of-use assets	3,104	1,787
TOTAL NON-CURRENT ASSETS	492,287,249	498,474,003
TOTAL ASSETS	513,626,345	517,534,974
CURRENT LIABILITIES		
Trade and other payables	784,488	1,247,762
Other liabilities	670,304	670,304
Lease liabilities	1,296	1,267
Borrowings	98,814	196,934
Employee related provisions	472,459	472,459
TOTAL CURRENT LIABILITIES	2,027,361	2,588,726
NON-CURRENT LIABILITIES		
Lease liabilities	1,683	416
Borrowings	564,069	1,557,135
Employee related provisions	75,527	75,527
TOTAL NON-CURRENT LIABILITIES	641,279	1,633,078
TOTAL LIABILITIES	2,668,640	4,221,804
NET ASSETS	510,957,700	513,313,170
EQUITY		
Retained surplus	69,236,941	72,453,910
Reserve accounts	11,321,095	10,459,596
Revaluation surplus	430,399,664	430,399,664
TOTAL EQUITY	510,957,700	513,313,170

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

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 where no inconsistencies exist.

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

Local Government (Financial Management) Regulations 1996, regulation 34 prescribes contents of the financial report. 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 14 July 2025

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 POLICES

Material accounting policies utilised in the preparation of these statements are as described within the 2024-25 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
- Investment property
- Estimated useful life of intangible assets
- Measurement of employee benefits
- Measurement of provisions
- Estimation uncertainties and judgements made in relation to lease

SHIRE OF YILGARN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 JUNE 2025

2 NET CURRENT ASSETS INFORMATION

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

	Adopted Budget Opening 1 July 2024	Actual as at 30 June 2024	Actual as at 30 June 2025
Note	\$	\$	\$
Current assets			
Cash and cash equivalents	11,270,218	20,479,306	17,452,038
Trade and other receivables	808,210	682,397	1,315,273
Inventories	52,445	37,455	158,398
Contract assets	477,873	0	0
Other assets	253,474	139,938	135,262
	12,862,220	21,339,096	19,060,971
Less: current liabilities			
Trade and other payables	(376,739)	(784,488)	(1,247,762)
Other liabilities	(652,228)	(670,304)	(670,304)
Lease liabilities	0	(1,296)	(1,267)
Borrowings	(959,293)	(98,814)	(196,934)
Employee related provisions	(425,957)	(472,459)	(472,459)
Other provisions	(242,524)	0	0
	(2,656,741)	(2,027,361)	(2,588,726)
Net current assets	10,205,479	19,311,735	16,472,245
Less: Total adjustments to net current assets	2(b) (10,392,150)	(10,896,184)	(9,936,734)
Closing funding surplus / (deficit)	(186,671)	8,415,551	6,535,511

(b) Current assets and liabilities excluded from budgeted deficiency

Adjustments to net current assets			
Less: Reserve accounts	(11,321,098)	(11,321,095)	(10,459,596)
Less: Current assets not expected to be received at end of year			
- Current financial assets at amortised cost - self supporting loans			
- Rates receivable	(369,000)		
Add: Current liabilities not expected to be cleared at the end of the year			
- Current portion of lease liabilities		1,296	1,267
- Current portion of borrowings	959,293	98,814	196,934
- Current portion of employee benefit provisions held in reserve	338,655	324,801	324,661
Total adjustments to net current assets	2(a) (10,392,150)	(10,896,184)	(9,936,734)

(c) Non-cash amounts excluded from operating activities

	Adopted Budget Estimates 30 June 2025	YTD Budget Estimates 30 June 2025	YTD Actual 30 June 2025
	\$	\$	\$
Adjustments to operating activities			
Less: Profit on asset disposals	(10,749)	0	(2,935)
Add: Loss on asset disposals	240,976	240,976	132,512
Add: Depreciation	4,739,000	4,739,000	5,249,360
Non-cash movements in non-current assets and liabilities:			
- Pensioner deferred rates	6,000		460
- Employee provisions	14,583		0
Total non-cash amounts excluded from operating activities	4,989,810	4,979,976	5,379,397

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 YILGARN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 JUNE 2025

3 EXPLANATION OF MATERIAL VARIANCES

The material variance thresholds are adopted annually by Council as an indicator of whether the actual expenditure or revenue varies from the year to date actual materially.

The material variance adopted by Council for the 2024-25 year is \$30,000 and 10.00% whichever is the greater.

Description	Var. \$	Var. %	
Grants, subsidies and contributions	3,074,646	210.72%	▲
Prepayment of the FAGs Grant			
Fees and charges	543,979	26.40%	▲
More than anticipated Caravan Park, Private works and Standpipe Income			
Reimbursements	89,969	104.40%	▲
Worker's Comp reimbursements			
Other revenue	83,450	13.32%	▲
Outback Carbon Contribution to Rec Centre upgrades			
Proceeds from capital grants, subsidies and contributions	(1,174,714)	(28.07%)	▼
LRCI grant was budgeted for but not yet received			
Outflows from financing activities			
Transfer to reserves	(763,886)	(70.95%)	▼
Surplus or deficit after imposition of general rates	4,842,231	288.98%	▲
Due to variances outlined above			

SHIRE OF YILGARN
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 YILGARN
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 JUNE 2025

1 KEY INFORMATION

Funding Surplus or Deficit Components

Funding surplus / (deficit)				
	Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
Opening	\$8.02 M	\$8.02 M	\$8.42 M	\$0.40 M
Closing	\$0.12 M	\$1.68 M	\$6.52 M	\$4.84 M

Refer to Statement of Financial Activity

Cash and cash equivalents		
	\$17.45 M	% of total
Unrestricted Cash	\$6.99 M	40.1%
Restricted Cash	\$10.46 M	59.9%

Refer to 3 - Cash and Financial Assets

Payables		
	\$1.25 M	% Outstanding
Trade Payables	\$0.85 M	
0 to 30 Days		99.4%
Over 30 Days		0.6%
Over 90 Days		0.1%

Refer to 9 - Payables

Receivables		
	\$0.94 M	% Collected
Rates Receivable	\$0.37 M	92.3%
Trade Receivable	\$0.94 M	% Outstanding
Over 30 Days		2.3%
Over 90 Days		1.9%

Refer to 7 - Receivables

Key Operating Activities

Amount attributable to operating activities			
Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
(\$0.12 M)	(\$0.91 M)	\$4.72 M	\$5.64 M

Refer to Statement of Financial Activity

Rates Revenue		
YTD Actual	\$4.56 M	% Variance
YTD Budget	\$4.60 M	(0.9%)

Grants and Contributions		
YTD Actual	\$4.53 M	% Variance
YTD Budget	\$1.45 M	212.8%

Refer to 13 - Grants and Contributions

Fees and Charges		
YTD Actual	\$2.60 M	% Variance
YTD Budget	\$2.06 M	26.4%

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)
(\$10.75 M)	(\$8.39 M)	(\$8.57 M)	(\$0.18 M)

Refer to Statement of Financial Activity

Proceeds on sale		
YTD Actual	\$0.48 M	%
Adopted Budget	\$0.49 M	(2.3%)

Refer to 6 - Disposal of Assets

Asset Acquisition		
YTD Actual	\$4.63 M	% Spent
Adopted Budget	\$5.90 M	(21.4%)

Refer to 5 - Capital Acquisitions

Capital Grants		
YTD Actual	\$3.01 M	% Received
Adopted Budget	\$4.18 M	(28.1%)

Refer to 5 - Capital Acquisitions

Key Financing Activities

Amount attributable to financing activities			
Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
\$2.97 M	\$2.97 M	\$1.95 M	(\$1.01 M)

Refer to Statement of Financial Activity

Borrowings	
Principal repayments	(\$0.10 M)
Interest expense	(\$0.01 M)
Principal due	\$1.75 M

Refer to 10 - Borrowings

Reserves	
Reserves balance	\$10.46 M
Net Movement	(\$0.86 M)

Refer to 4 - Cash Reserves

Lease Liability	
Principal repayments	(\$0.00 M)
Interest expense	(\$0.00 M)
Principal due	\$0.00 M

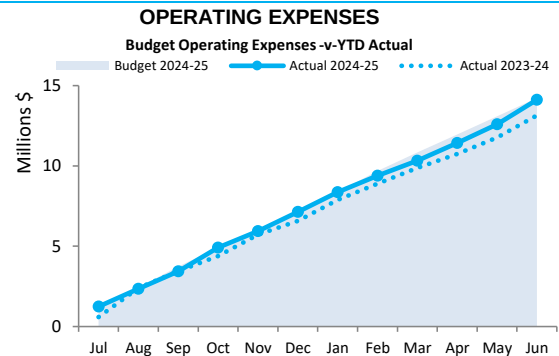
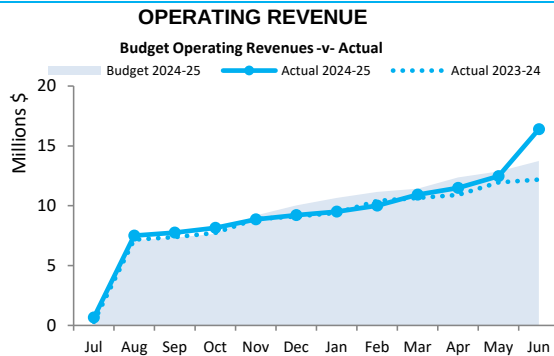
Refer to Note 11 - Lease Liabilities

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

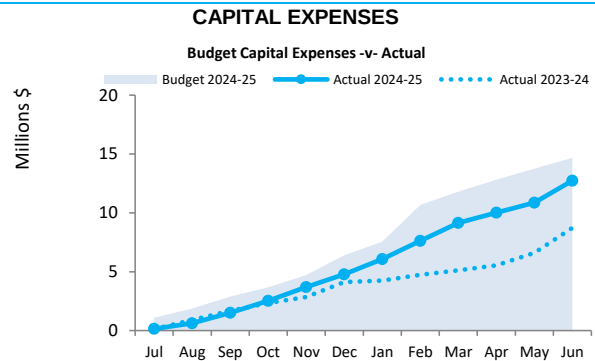
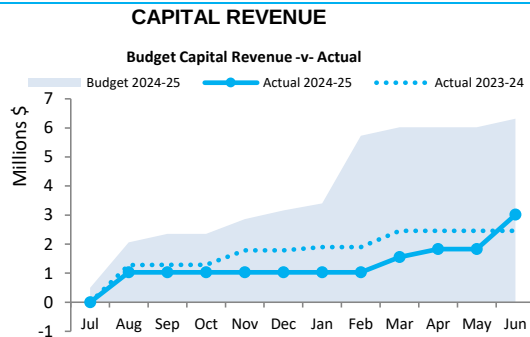
SHIRE OF YILGARN
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 JUNE 2025

2 KEY INFORMATION - GRAPHICAL

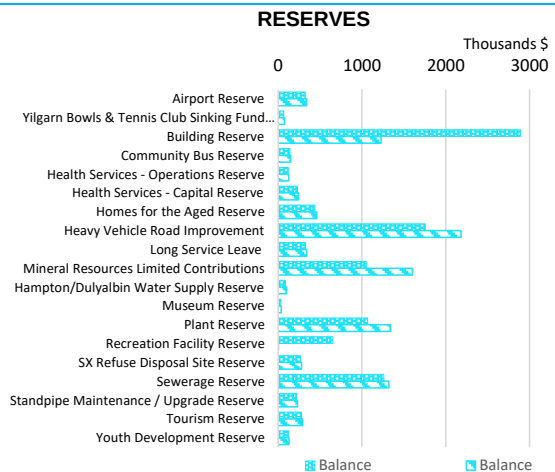
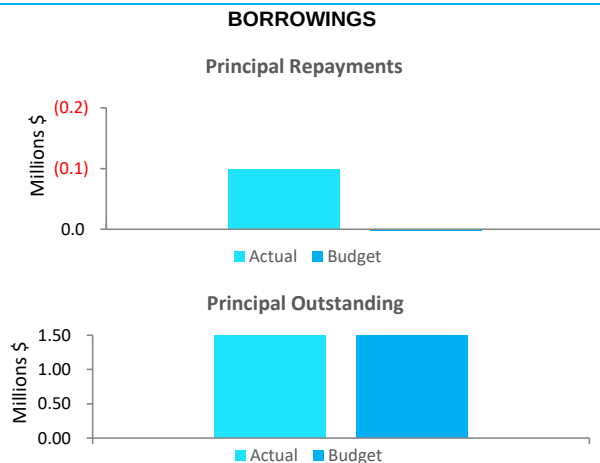
OPERATING ACTIVITIES



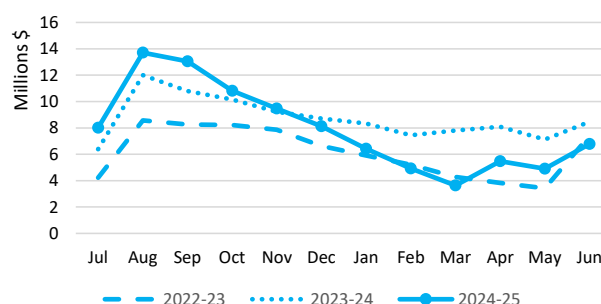
INVESTING ACTIVITIES



FINANCING ACTIVITIES



Closing funding surplus / (deficit)



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

SHIRE OF YILGARN
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 JUNE 2025

3 CASH AND FINANCIAL ASSETS AT AMORTISED COST

Description	Classification	Unrestricted	Reserve Accounts	Total	Trust	Institution	Interest Rate	Maturity Date
		\$	\$	\$	\$			
Cash on hand		1,350		1,350				
Muni funds - bank working acc	Cash and cash equivalents	2,609,975		2,609,975		WBC	0.00%	
Muni funds - at call account	Cash and cash equivalents	2,336,112		2,336,112		WBC	1.05%	
Muni funds - investment account (31 days)	Cash and cash equivalents	2,000,000		2,000,000		WBC	4.55%	(rolling 31 day)
Reserve funds - investment account (90 days)	Cash and cash equivalents	0	10,459,596	10,459,596		WBC	4.85%	(rolling 90 day)
Trust Account	Cash and cash equivalents	45,005		45,005	45,005	WBC	0.00%	
Total		6,992,442	10,459,596	17,452,038	45,005			
Comprising								
Cash and cash equivalents		6,992,442	10,459,596	17,452,038	45,005			
		6,992,442	10,459,596	17,452,038	45,005			

KEY INFORMATION

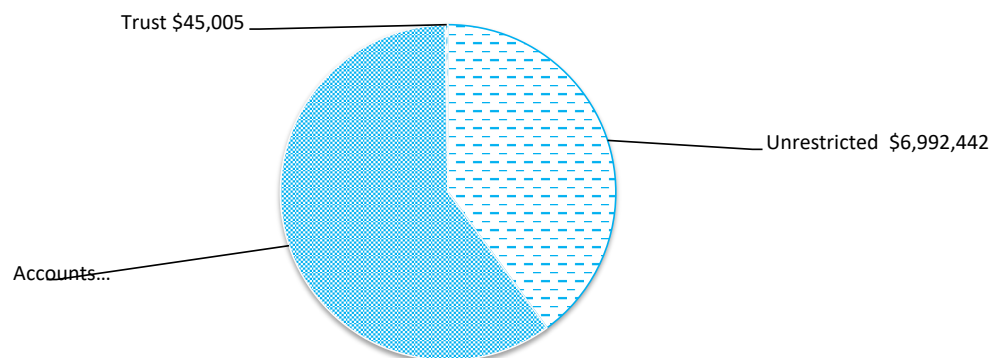
Cash and cash equivalents include cash on hand, cash at bank, deposits available on demand with banks and other short term highly liquid investments with original maturities of three months or less that are readily convertible to known amounts of cash and which are subject to an insignificant risk of 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 YILGARN
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 JUNE 2025

4 RESERVE ACCOUNTS

Reserve account name	Budget				Actual			
	Opening	Transfers	Transfers	Closing	Opening	Transfers	Transfers	Closing
	Balance	In (+)	Out (-)	Balance	Balance	In (+)	Out (-)	Balance
	\$	\$	\$	\$	\$	\$	\$	\$
Reserve accounts restricted by Council								
Airport Reserve	323,313	14,549	0	337,862	323,313	15,269	0	338,582
Yilgarn Bowls & Tennis Club Sinking Fund Reserve	65,982	9,635	0	75,617	65,982	9,783	0	75,765
Building Reserve	2,889,718	130,037	(2,020,000)	999,755	2,889,718	359,176	(2,020,000)	1,228,894
Community Bus Reserve	140,791	6,336	0	147,127	140,790	6,649	0	147,439
Health Services - Operations Reserve	118,856	5,349	0	124,205	118,856	5,613	0	124,469
Health Services - Capital Reserve	231,479	10,417	0	241,896	231,479	10,932	0	242,411
Homes for the Aged Reserve	438,360	19,726	0	458,086	438,360	20,703	0	459,063
Heavy Vehicle Road Improvement	1,754,849	628,968	0	2,383,817	1,754,848	426,877	0	2,181,725
Long Service Leave	324,072	14,583	0	338,655	324,072	15,305	0	339,377
Mineral Resources Limited Contributions	1,051,058	47,298	0	1,098,356	1,051,058	549,639	0	1,600,697
Hampton/Dulyalbin Water Supply Reserve	87,643	11,444	0	99,087	87,643	12,209	0	99,852
Museum Reserve	32,877	4,479	0	37,356	32,876	3,246	0	36,122
Plant Reserve	1,066,585	47,996	(250,000)	864,581	1,066,585	273,075	0	1,339,660
Recreation Facility Reserve	652,076	29,343	(682,000)	(581)	652,076	30,796	(682,000)	872
SX Refuse Disposal Site Reserve	264,960	11,923	0	276,883	264,960	12,514	0	277,474
Sewerage Reserve	1,261,614	56,773	0	1,318,387	1,261,614	59,582	0	1,321,196
Standpipe Maintenance / Upgrade Reserve	218,291	9,823	0	228,114	218,291	10,309	0	228,600
Tourism Reserve	276,924	12,462	0	289,386	276,924	13,078	0	290,002
Youth Development Reserve	121,650	5,474	0	127,124	121,650	5,746	0	127,396
	11,321,098	1,076,615	(2,952,000)	9,445,713	11,321,095	1,840,501	(2,702,000)	10,459,596

5 CAPITAL ACQUISITIONS

Capital acquisitions	Adopted		YTD Actual	YTD Variance
	Budget	YTD Budget		
	\$	\$	\$	\$
Buildings	6,930,921	6,930,921	4,707,820	(2,223,101)
Furniture and equipment	65,000	0	6,584	6,584
Plant and equipment	2,530,000	65,000	2,442,565	2,377,565
Acquisition of property, plant and equipment	9,525,921	6,995,921	7,156,970	161,049
Infrastructure - roads	5,411,353	5,508,854	4,332,429	(1,176,425)
Infrastructure- Other	485,000	485,000	302,286	(182,714)
Acquisition of infrastructure	5,896,353	5,993,854	4,634,715	(1,359,139)
Total of PPE and Infrastructure.	15,422,274	12,989,775	11,791,685	(1,198,090)
Total capital acquisitions	15,422,274	12,989,775	11,791,685	(1,198,090)
Capital Acquisitions Funded By:				
Capital grants and contributions	4,184,946	4,184,946	3,010,232	(1,174,714)
Borrowings	1,190,000	1,190,000	1,190,000	0
Other (disposals & C/Fwd)	491,500	412,000	480,044	68,044
Reserve accounts				
Building Reserve	2,020,000	2,020,000	2,020,000	0
Plant Reserve	250,000	0	0	0
Recreation Facilities Reserve	682,000	682,000	682,000	0
Contribution - operations	6,603,828	4,500,829	4,409,408	(91,421)
Capital funding total	15,422,274	12,989,775	11,791,685	(1,198,090)

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

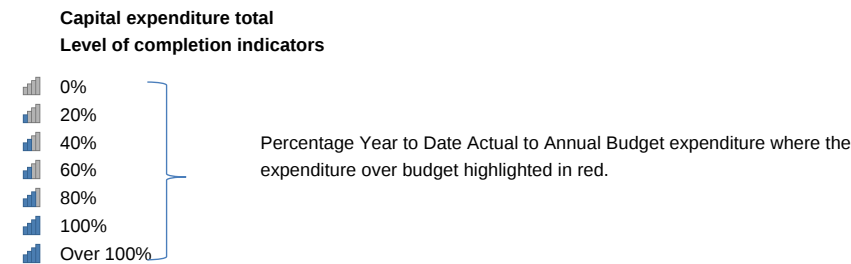
Plant and equipment including furniture and equipment and right-of-use assets (other than vested improvements) are measured using the cost model as required under *Local Government (Financial Management) Regulation 17A(2)*. Assets held under the cost model are carried at cost less accumulated depreciation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

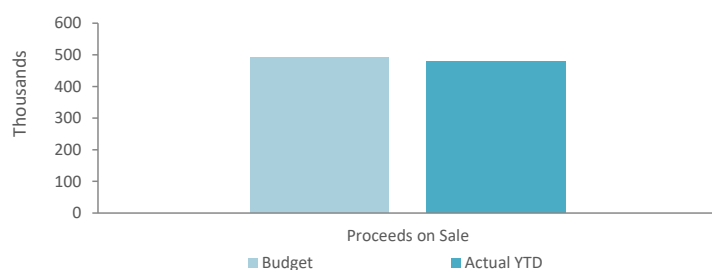
5 CAPITAL ACQUISITIONS (CONTINUED) - DETAILED



			Adopted		30 June 2025	Variance
Account Description			Budget	YTD Budget	YTD Actual	(Under)/Over
			\$	\$	\$	\$
Buildings						
E07451	Medical Centre - Land & Buildings Capital		15,196	15,196	13,817	(1,379)
E08250	Child Care Centre - Land & Buildings Capital		45,000	45,000	11,807	(33,193)
E08350	Senior Citizens Centre - Land & Buildings Capital		10,000	10,000	0	(10,000)
J08403	Homes For The Aged - Land & Buildings Capital		77,603	77,603	8,129	(69,474)
E09710	Housing Construction - Land & Buildings		860,384	860,384	0	(860,384)
J09750	37 Taurus St - Land & Buildings Capital		36,000	36,000	18,427	(17,573)
J09753	103 Altair St - Land & Buildings Capital		9,093	9,093	0	(9,093)
J09754	3 Libra Pl - Land & Buildings Capital		18,653	18,653	19,104	451
J09755	35 Taurus St - Land & Buildings Capital		41,174	41,174	4,994	(36,180)
J09760	1/50 Antares St - Land & Buildings Capital		6,000	6,000	0	(6,000)
J09764	2 Libra Place - Land & Buildings Capital		30,783	30,783	0	(30,783)
J09766	13 Libra St (East) - Land & Buildings Capital		8,500	8,500	0	(8,500)
J09767	13 Libra St (West) - Land & Buildings Capital		8,500	8,500	0	(8,500)
J10722	Cbd Public Toilets - Land & Buildings Capital		12,063	12,063	0	(12,063)
E11250	Swimming Pool - Land & Buildings Capital		30,000	30,000	0	(30,000)
J11341	Yilgarn Bowls & Tennis Centre - Land & Buildings Capital		12,826	12,826	0	(12,826)
SPRT11	Moorine Rock Tennis Club - Land & Buildings Capital		5,600	5,600	0	(5,600)
SPORT9	Netball Courts / Pavilion / Toilets - Land & Buildings Capital		14,297	14,297	0	(14,297)
J11342	Lrci Rnd 3 - Southern Cross Sports Complex Upgrades		4,990,000	4,990,000	4,474,505	(515,495)
J13203	Caravan Park Improvements - Land & Buildings Capital		556,739	556,739	110,517	(446,222)
J13207	Caravan Park Residence - Land & Buildings Capital		18,000	18,000	22,078	4,078
J14602	Depot - Land & Buildings Capital		58,479	58,479	16,260	(42,219)
J14604	Depot - Yard Surfaces - Land & Buildings Capital		25,000	25,000	8	(24,992)
J14603	11 Antares Street - Shop Front Capital		18,739	18,739	6,213	(12,526)
J14607	11 Antares Street - Residence Capital		22,292	22,292	1,962	(20,330)
Furniture						
E14655	Shire Administration - Furniture & Equipment Capital		65,000	65,000	6,584	(58,416)
Plant and equipment						
E05250	Purchase Of Fire Units		0	0	274,286	274,286
E10451	Marvel Loch Sewerage Scheme - Plant & Equipment Capital		10,500	10,500	0	(10,500)
J11345	Sx Sporting Complex - Plant & Equipment Capital		25,000	25,000	0	(25,000)
E11357	Parks & Gardens - Plant & Equipment Capital		275,000	275,000	93,155	(181,845)
E12350	Purchase Of Plant And Equipment		1,975,000	1,975,000	1,914,011	(60,989)
E12353	Depot - Plant & Equipment Capital		75,000	75,000	63,621	(11,379)
E13257	Caravan Park Improvements - Plant & Equipment Capital		65,000	65,000	53,873	(11,127)
E14656	Shire Administration - Plant & Equipment		52,000	52,000	43,619	(8,381)
Infrastructure - roads						
RRG28	R2030 - Bodallin Wheatbin Rd - Replace Culvert And Reconstru		1,772,300	1,772,300	1,690,298	(82,002)
R2R40	R2R - Marvel Loch Forresteria Rd - Reconstruct To 8M Primer &		445,054	445,054	457,971	12,917
R2R41	R2R - Marvel Loch Forresteria Rd - Reseal - Slk 0.17 - 2.90 (24		120,728	120,728	121,118	390
R2R42	R2R - Koorda-Bullfinch Rd - Shoulder Widening - Slk 6.00 - 11.2		303,088	303,088	328,720	25,632
R2R43	R2R - Southern Cross South Rd - Gravel Sheet - Slk 86.00 - 91.		414,953	414,953	434,843	19,890
WSFN1	Wsfm - Koorda/Bullfinch Rd - Geotesting, Survey & Replace 2 Cu		136,500	136,500	39,932	(96,568)
RRU38	Rru - Various Reseals, Short Sections And Intersections (24/25)		406,980	406,980	126,311	(280,669)
RRU39	Rru - Noongaar North Rd - Gravel Sheet - Slk ?? (24/25)		303,017	303,017	234,351	(68,666)
RRU40	Rru - Cockatoo Tank Rd - Resheet - Slk 0.00 To 5.00 (24/25)		364,894	364,894	19,900	(344,994)
RRU41	Rru - Dulyalbin Rd - Gravel Sheet - Slk 1.00 - 5.00 (24/25)		282,325	282,325	284,567	2,242
RRU42	Rru - Lrci Phase 4B - Replace Various Culverts		272,000	272,000	225,122	(46,878)
RRU43	Rru - Ivy Rd - Gravel Sheet - Slk 23.00 - 28.00 (24/25)		308,576	308,576	47,678	(260,898)
TRU14	Tru - Altair St - Reseal - Slk 0.00 - 1.35 (24/25)		70,291	70,291	0	(70,291)
HVRIC9	Hvric - Koolyanobbing Rd - Replace Various Culverts And Recor		308,148	308,148	321,617	13,469
Infrastructure - Other						
E10350	Southern Cross Sewerage Scheme - Infrastructure Capital		17,500	17,500	0	(17,500)
E10450	Marvel Loch Sewerage Scheme - Infrastructure Capital		25,500	25,500	0	(25,500)
J11344	Renewal Of Cricket Practice Nets & Surface		30,000	30,000	0	(30,000)
J12101	Concrete Footpath - Spica Street - Southern Cross		120,000	120,000	0	(120,000)
AERO5	Windsock Lighting Upgrade		20,000	20,000	0	(20,000)
TRU15	Tru - Lrci Phase 4B - Sx Town Kerbing		272,000	272,000	229,501	(42,499)
TRU13	Tru - Emu Park- Hard stand for electric charging station (22/23 &		0	0	6,680	(6,680)
E13256	Caravan Park Improvements		0	0	43,297	(43,297)
E13254	Tourism and Area Promotion		0	0	22,808	(22,808)
			15,467,275	15,467,275	11,791,685	(3,821,160)

6 DISPOSAL OF ASSETS

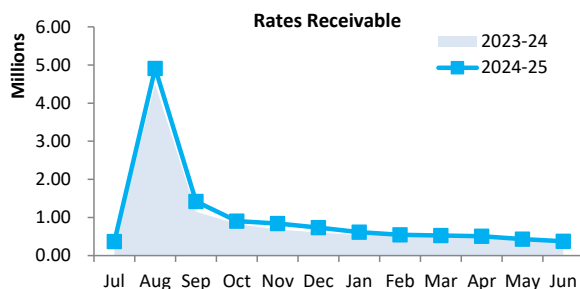
		Budget				YTD Actual			
Asset Ref.	Asset description	Net Book Value	Proceeds	Profit	(Loss)	Net Book Value	Proceeds	Profit	(Loss)
		\$	\$	\$	\$	\$	\$	\$	\$
	Plant and equipment								
2061	Light Tip Truck	54,881	40,000	0	(14,881)	57,286	45,455	0	(11,831)
2013	Freightliner Prime Mover	153,753	65,000	0	(88,753)	0	0	0	0
2011	Replace Asset 2011 - John Deere Grader	163,055	80,000	0	(83,055)	163,752	125,500	0	(38,252)
P1818	Replace Asset P1818 - Tandem Dolly	17,272	10,000	0	(7,272)	0	0	0	0
2018	Toro GM360 Ride On	23,606	4,500	0	(19,106)	0	0	0	0
2057	Dual Cab 4x4 Truck	67,716	60,000	0	(7,716)	67,429	63,636	0	(3,793)
2058	Dual Cab 4x4 Truck	67,716	60,000	0	(7,716)	67,429	63,636	0	(3,793)
2035	Tray Deck & Crane	56,172	45,000	0	(11,172)	56,577	50,000	0	(6,577)
2112	Toyota Landcruiser (WS)	60,251	70,000	9,749	0	60,701	63,636	2,935	0
2043	Builders Ute	25,000	26,000	1,000	0	24,659	15,454	0	(9,205)
2100	Mitsubishi Outlander	32,305	31,000	0	(1,305)	32,570	28,182	0	(4,388)
1992	Bomag Roller	0	0	0	0	79,218	24,545	0	(54,673)
		721,727	491,500	10,749	(240,976)	609,621	480,044	2,935	(132,512)



7 RECEIVABLES

Rates receivable

	30 June 2024	30 Jun 2025
	\$	\$
Opening arrears previous year	310,001	324,478
Levied this year	4,378,475	4,559,283
Less - collections to date	(4,363,998)	(4,510,120)
Net rates collectable	324,478	373,641
% Collected	93.1%	92.3%



Receivables - general

	Credit	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$	\$
Receivables - general	0	776,168	113	3,398	14,706	794,385
Percentage	0.0%	97.7%	0.0%	0.4%	1.9%	
Balance per trial balance						
Trade receivables						743,046
Other receivables						367
GST receivable						150,415
Allowance for credit losses of rates and statutory receivables						(4,452)
Other receivables [describe]						52,256
Total receivables general outstanding						941,632

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.

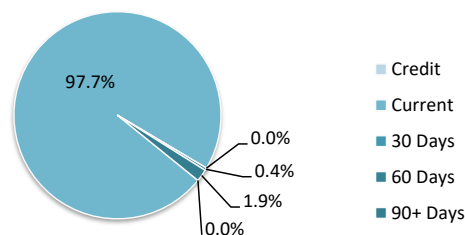
Trade receivables are recognised at original invoice amount less any allowances for uncollectable amounts (i.e. impairment). The carrying amount of net trade receivables is equivalent to fair value as it is due for settlement within 30 days.

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.

Accounts Receivable (non-rates)



8 OTHER CURRENT ASSETS

	Opening Balance 1 July 2024	Asset Increase	Asset Reduction	Closing Balance 30 June 2025
	\$	\$	\$	\$
Other current assets				
Inventory				
Fuel and materials	37,455	120,943	0	158,398
Other assets				
Accrued income	4,676	0	(4,676)	0
Contract assets	135,262			135,262
Total other current assets	177,393	120,943	(4,676)	293,660

Amounts shown above include GST (where applicable)

KEY INFORMATION

Inventory

Inventories are measured at the lower of cost and net realisable value.

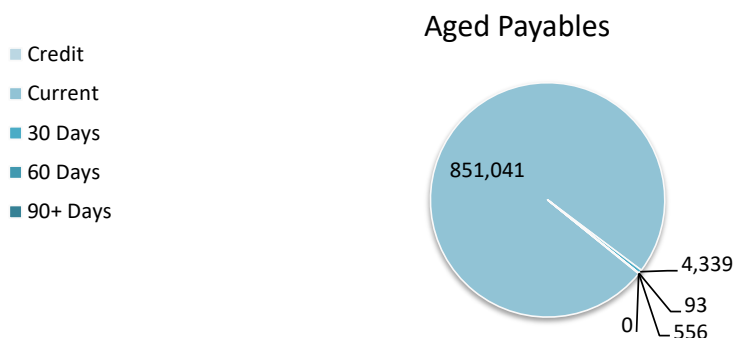
Net realisable value is the estimated selling price in the ordinary course of business less the estimated costs of completion and the estimated costs necessary to make the sale.

9 PAYABLES

Payables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$	\$
Payables - general	0	851,041	4,339	93	556	856,029
Percentage	0.0%	99.4%	0.5%	0.0%	0.1%	
Balance per trial balance						
Sundry creditors						851,041
Accrued salaries and wages						204,300
ATO liabilities						120,935
Bonds and deposits held						4,255
Trust						67,231
Total payables general outstanding						1,247,762
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.



10 BORROWINGS

Repayments - borrowings

Information on borrowings Particulars		Loan No.	New Loans		Principal Repayments		Principal Outstanding		Interest Repayments	
			1 July 2024	Actual	Budget	Actual	Budget	Actual	Budget	Actual
			\$	\$	\$	\$	\$	\$	\$	\$
WA Treasury, Southern Cross swimming pool	98	662,883	0	0	(98,814)	98,814	564,069	564,069	(9,525)	7,323
Southern Cross Recreation Center Upgrade	99	0	1,190,000	1,190,000	0	81,239	1,190,000	1,108,761	0	22,600
Total		662,883	1,190,000	1,190,000	(98,814)	180,053	1,754,069	1,672,830	(9,525)	29,923
Current borrowings		98,814					196,934			
Non-current borrowings		564,069					1,557,135			
		662,883					1,754,069			

All debenture repayments were financed by general purpose revenue.

New borrowings 2024-25

Particulars	Amount Borrowed	Amount Borrowed	Institution	Loan Type	Term Years	Total Interest & Charges	Interest Rate	Amount (Used)		Balance Unspent
	Actual	Budget						Actual	Budget	
	\$	\$				\$	%	\$	\$	\$
Southern Cross Recreation Centre Upgrade	1,190,000	1,190,000	WATC	Annuity	10	252,168	4.49	0	1,190,000	0

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 YILGARN
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 JUNE 2025

FINANCING ACTIVITIES

11 LEASE LIABILITIES

Movement in carrying amounts

Information on leases		New Leases			Principal Repayments		Principal Outstanding		Interest Repayments	
Particulars	Lease No.	1 July 2024	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget
		\$	\$	\$	\$	\$	\$	\$	\$	\$
<i>Canon Photocopier (back office)</i>		2,979	0		(1,296)		1,683	2,979	(96)	(1,200)
Total		2,979	0	0	(1,296)	0	1,683	2,979	(96)	(1,200)
Current lease liabilities		1,296					1,267			
Non-current lease liabilities		1,683					416			
		2,979					1,683			

All lease repayments were financed by general purpose revenue.

KEY INFORMATION

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

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

12 OTHER CURRENT LIABILITIES

	Note	Opening Balance 1 July 2024 \$	Liability transferred from/(to) non current \$	Liability Increase \$	Liability Reduction \$	Closing Balance 30 June 2025 \$
Other current liabilities						
Other liabilities						
Contract liabilities		629,211	0			629,211
Unearned Revenue		41,093	0			41,093
Total other liabilities		670,304	0	0	0	670,304
Employee Related Provisions						
Provision for annual leave		244,291	0			244,291
Provision for long service leave		228,168	0			228,168
Total Provisions		472,459	0	0	0	472,459
Total other current liabilities		1,142,763	0	0	0	1,142,763
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 YILGARN
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 JUNE 2025

OPERATING ACTIVITIES

13 GRANTS, SUBSIDIES AND CONTRIBUTIONS

Provider	Unspent grant, subsidies and contributions liability					Grants, subsidies and contributions revenue		
	Liability	Increase in Liability	Decrease in Liability	Liability	Current Liability	Adopted Budget	YTD	YTD
	1 July 2024		(As revenue)	30 Jun 2025	30 Jun 2025	Revenue	Budget	Revenue
	\$	\$	\$	\$	\$	\$	\$	\$
Grants and subsidies								
GRANTS COMMISSION GENERAL				0		526,462	526,462	1,833,292
GRANTS COMMISSION ROADS				0		179,759	179,759	1,271,415
ESL OPERATING GRANT				0		62,500	62,500	55,652
CRC PROFESSIONAL DEVELOPMENT & TRAINING				0		2,500	2,500	3,000
DRD GRANT FUNDING (CRC)				0		113,944	113,944	119,428
GRANT FUNDING				0		1,000	0	0
STREET LIGHT - OPERATION GRANT				0		12,500	12,500	12,940
HVRIC - HEAVY VEHICLE ROAD IMPROVEMENT CHARGE				0		550,000	550,000	1,229,175
	0	0	0	0	0	1,448,665	1,447,665	4,524,902
Contributions								
GRANT FUNDING - OTHER				0		10,432	1,738	8,841
	0	0	0	0	0	10,432	1,738	8,841
TOTALS	0	0	0	0	0	1,459,097	1,449,403	4,533,743

14 CAPITAL GRANTS, SUBSIDIES AND CONTRIBUTIONS

Provider	Capital grant/contribution liabilities					Capital grants, subsidies and contributions revenue		
	Liability 1 July 2024	Increase in Liability	Decrease in Liability (As revenue)	Liability 30 Jun 2025	Current Liability 30 Jun 2025	Adopted Budget Revenue	YTD Budget	YTD Revenue Actual
	\$	\$	\$	\$	\$	\$	\$	\$
Capital grants and subsidies								
LOCAL ROADS AND COMMUNITY INFRASTRUCTURE (LRCI)				0		1,136,311	1,136,311	0
GRANT ROADS 2025				0		1,181,522	1,181,522	945,228
MRWA DIRECT GRANT				0		561,067	561,067	561,067
ROADS TO RECOVERY (R2R)				0		1,178,691	1,178,691	1,178,691
COMMODITY ROUTE / SECONDARY FREIGHT NETWORK FUNDING				0		127,355	127,355	50,960
	0	0	0	0	0	4,184,946	4,184,946	2,735,946
Capital contributions								
DEPARTMENT OF FIRE & EMERGENCY SERVICES	0	0	0	0	0			274,286
	0	0	0	0	0	0	0	274,286
TOTALS	0	0	0	0	0	4,184,946	4,184,946	3,010,232

SHIRE OF YILGARN
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 JUNE 2025

15 TRUST FUND

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

Description	Opening Balance 1 July 2024	Amount Received	Amount Paid	Closing Balance 30 June 2025
	\$	\$	\$	\$
Police Licensing	759	0	0	759
Builders Levy	11,765	4,348	(11,373)	4,740
Transwa Bookings	3,047	0	0	3,047
Staff Personal Dedns	(1)	0	0	(1)
Housing Tenancy Bonds	4,240	0	(960)	3,280
Hall Hire Bonds And Deposits	1,115	0	0	1,115
Security Key System - Key Bonds	1,830	0	0	1,830
Clubs & Groups	(111)	0	(1,620)	(1,731)
Third Party Contributions	6,338	0	0	6,338
Rates Overpaid	16,047	0	(4,333)	11,714
Retention Monies	20,000	20,000	(20,000)	20,000
Council Nomination Deposit	100		(100)	0
	65,129	24,348	(38,386)	51,091

Shire of Yilgarn

Payments made from the Municipal Account for the Period 1st June 2025 to 30th June 2025
Presented to Council, 17th July 2025

Date	Payee	Description	Amount
CORPORATE CREDIT CARDS			
02/06/2025	WESTPAC	INTEREST, FEES AND GOVERNMENT CHARGES	\$ 80.00
		TOTAL CEO CREDIT CARD:	\$ 80.00
01/05/2025	IINET BATCH	COMPUTER NETWORK/INFORMATION	\$ 79.99
03/05/2025	OFFICE WORKS	STATIONARY, OFFICE AND SCHOOL	\$ 27.92
08/05/2025	KMART	DISCOUNT STORES	\$ 50.00
14/05/2025	MERREDIN SUPA IGA	GROCERY STORES, SUPERMARKETS	\$ 48.19
16/05/2025	SAFETY CULTURE	COMPUTER SOFTWARE	\$ 31.90
02/06/2025	WESTPAC	INTEREST, FEES AND GOVERNMENT CHARGES	\$ 80.00
		TOTAL EMCS CREDIT CARD:	\$ 318.00
		TOTAL CREDIT CARD:	\$ 398.00

Shire of Yilgarn

Payments made from the Municipal Account for the Period 1st June 2025 to 30th June 2025
Presented to Council, 17th July 2025

Date	Payee	Description	Amount
FUEL CARDS			
12/05/2025	BP SOUTHERN CROSS	5294 7495 FUEL	\$ 115.62
12/05/2025	WEX AUSTRALIA	5294 7495 TRANSACTION FEE	\$ 0.83
19/05/2025	BP MERREDIN	5294 7495 FUEL	\$ 78.00
19/05/2025	WEX AUSTRALIA	5294 7495 TRANSACTION FEE	\$ 0.83
19/05/2025	BP THE LAKES	5294 7495 SURCHARGE	\$ 1.71
19/05/2025	BP THE LAKES	5294 7495 FUEL	\$ 107.49
19/05/2025	WEX AUSTRALIA	5294 7495 TRANSACTION FEE	\$ 0.83
31/05/2025	WEX AUSTRALIA	5294 7495 CARD FEE	\$ 11.29
CARD 5294 7495 TOTAL:			\$ 316.60
31/05/2025	WEX AUSTRALIA	5521 9892 CARD FEE	\$ 11.29
CARD 5521 9892 TOTAL:			\$ 11.29
28/05/2025	DUNNINGS SOUTHERN CROSS	5701 7682 FUEL	\$ 65.81
28/05/2025	WEX AUSTRALIA	5701 7682 TRANSACTION FEE	\$ 0.83
31/05/2025	WEX AUSTRALIA	5701 7682 CARD FEE	\$ 11.29
CARD 5701 7682 TOTAL:			\$ 77.93
26/05/2025	DUNNINGS SOUTHERN CROSS	5809 3955 FUEL	\$ 106.95
26/05/2025	WEX AUSTRALIA	5809 3955 TRANSACTION FEE	\$ 0.83
31/05/2025	WEX AUSTRALIA	5809 3955 CARD FEE	\$ 11.29
CARD 5809 3955 TOTAL:			\$ 119.07
03/05/2025	DUNNINGS SOUTHERN CROSS	6339 6948 FUEL	\$ 122.14
03/05/2025	WEX AUSTRALIA	6339 6948 TRANSACTION FEE	\$ 0.83
05/05/2025	DUNNINGS SOUTHERN CROSS	6339 6948 FUEL	\$ 123.74
05/05/2025	WEX AUSTRALIA	6339 6948 TRANSACTION FEE	\$ 0.83
17/05/2025	DUNNINGS SOUTHERN CROSS	6339 6948 FUEL	\$ 86.12
17/05/2025	WEX AUSTRALIA	6339 6948 TRANSACTION FEE	\$ 0.83
25/05/2025	DUNNINGS SOUTHERN CROSS	6339 6948 FUEL	\$ 119.62
25/05/2025	WEX AUSTRALIA	6339 6948 TRANSACTION FEE	\$ 0.83
28/05/2025	DUNNINGS SOUTHERN CROSS	6339 6948 FUEL	\$ 94.71
28/05/2025	WEX AUSTRALIA	6339 6948 TRANSACTION FEE	\$ 0.83
31/05/2025	WEX AUSTRALIA	6339 6948 CARD FEE	\$ 11.29
CARD 6339 6948 TOTAL:			\$ 561.77
21/05/2025	BP CUNDERDIN ROADHOUSE	6346 5230 SURCHARGE	\$ 2.69
21/05/2025	BP CUNDERDIN ROADHOUSE	6346 5230 FUEL	\$ 93.02
21/05/2025	WEX AUSTRALIA	6346 5230 TRANSACTION FEE	\$ 0.83
31/05/2025	WEX AUSTRALIA	6346 5230 CARD FEE	\$ 11.29
CARD 6346 5230 TOTAL:			\$ 107.83

Shire of Yilgarn

Payments made from the Municipal Account for the Period 1st June 2025 to 30th June 2025
Presented to Council, 17th July 2025

Date	Payee	Description	Amount
FUEL CARDS			
10/05/2025	BP SOUTHERN CROSS	6673 6959 FUEL	\$ 73.31
10/05/2025	WEX AUSTRALIA	6673 6959 TRANSACTION FEE	\$ 0.83
16/05/2025	BP SOUTHERN CROSS	6673 6959 FUEL	\$ 87.07
16/05/2025	WEX AUSTRALIA	6673 6959 TRANSACTION FEE	\$ 0.83
25/05/2025	BP SOUTHERN CROSS	6673 6959 FUEL	\$ 73.17
25/05/2025	WEX AUSTRALIA	6673 6959 TRANSACTION FEE	\$ 0.83
31/05/2025	WEX AUSTRALIA	6673 6959 CARD FEE	\$ 11.29
CARD 6673 6959 TOTAL:			\$ 247.33
31/05/2025	WEX AUSTRALIA	7746 1787 CARD FEE	\$ 11.29
CARD 7746 1787 TOTAL:			\$ 11.29
31/05/2025	WEX AUSTRALIA	5526 7685 CARD FEE	\$ 11.29
CARD 5526 7685 TOTAL:			\$ 11.29
31/05/2025	WEX AUSTRALIA	5808 4749 CARD FEE	\$ 11.29
CARD 5808 4749 TOTAL:			\$ 11.29
31/05/2025	WEX AUSTRALIA	7629 4940 CARD FEE	\$ 11.29
CARD 7629 4940 TOTAL:			\$ 11.29
TOTAL FUEL CARD:			\$ 1,486.98

Shire of Yilgarn

Payments made from the Municipal Account for the Period 1st June 2025 to 30th June 2025
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CHQ/EFT	Date	Payee	Description	Amount
DIRECT DEBITS				
DD19802.1	03/06/2025	THE TRUSTEE FOR AWARE SUPER	PAYROLL DEDUCTIONS	\$ 15,487.58
DD19802.2	03/06/2025	MERCER SUPER TRUST	PAYROLL DEDUCTIONS	\$ 1,250.17
DD19802.3	03/06/2025	BT PANORAMA SUPER	PAYROLL DEDUCTIONS	\$ 1,471.62
DD19802.4	03/06/2025	IOOF INVESTMENT MANAGEMENT LIMITED AS TRUSTEE OF THE IOOF PORTFOLIO SERVICE SUPERANNUATION FUND	SUPERANNUATION CONTRIBUTIONS	\$ 310.61
DD19802.5	03/06/2025	THE TRUSTEE FOR MACQUARIE SUPERANNUATION PLAN	PAYROLL DEDUCTIONS	\$ 526.57
DD19802.6	03/06/2025	HESTA SUPER FUND	PAYROLL DEDUCTIONS	\$ 819.96
DD19802.7	03/06/2025	PERPETUAL WEALTHFOCUS SUPER PLAN	SUPERANNUATION CONTRIBUTIONS	\$ 62.69
DD19802.8	03/06/2025	REST (RETAIL EMPLOYEES SUPERANNUATION TRUST)	PAYROLL DEDUCTIONS	\$ 1,378.00
DD19802.9	03/06/2025	AUSTRALIAN SUPER	PAYROLL DEDUCTIONS	\$ 3,107.34
DD19802.10	03/06/2025	CBUS	SUPERANNUATION CONTRIBUTIONS	\$ 1,641.38
DD19802.11	03/06/2025	AUSTRALIAN RETIREMENT TRUST	SUPERANNUATION CONTRIBUTIONS	\$ 554.03
DD19802.12	03/06/2025	PRIME SUPER	SUPERANNUATION CONTRIBUTIONS	\$ 659.97
DD19802.13	03/06/2025	HOSTPLUS EXECUTIVE SUPERANNUATION FUND	SUPERANNUATION CONTRIBUTIONS	\$ 850.26
DD19802.14	03/06/2025	MLC SUPER FUND	SUPERANNUATION CONTRIBUTIONS	\$ 392.93
DD19802.15	03/06/2025	THE GARY AND JOSIE KENT SUPERANNUATION FUND	SUPERANNUATION CONTRIBUTIONS	\$ 344.60
TOTAL DIRECT DEBIT 19459:				\$ 28,857.71
DD19820.1	17/06/2025	THE TRUSTEE FOR AWARE SUPER	PAYROLL DEDUCTIONS	\$ 15,327.92
DD19820.2	17/06/2025	MERCER SUPER TRUST	PAYROLL DEDUCTIONS	\$ 1,166.52
DD19820.3	17/06/2025	BT PANORAMA SUPER	PAYROLL DEDUCTIONS	\$ 1,080.05
DD19820.4	17/06/2025	IOOF INVESTMENT MANAGEMENT LIMITED AS TRUSTEE OF THE IOOF PORTFOLIO SERVICE SUPERANNUATION FUND	PAYROLL DEDUCTIONS	\$ 413.73
DD19820.5	17/06/2025	THE TRUSTEE FOR MACQUARIE SUPERANNUATION PLAN	PAYROLL DEDUCTIONS	\$ 493.22
DD19820.6	17/06/2025	HESTA SUPER FUND	PAYROLL DEDUCTIONS	\$ 847.87
DD19820.7	17/06/2025	PERPETUAL WEALTHFOCUS SUPER PLAN	SUPERANNUATION CONTRIBUTIONS	\$ 214.60
DD19820.8	17/06/2025	REST (RETAIL EMPLOYEES SUPERANNUATION TRUST)	PAYROLL DEDUCTIONS	\$ 1,460.43
DD19820.9	17/06/2025	AUSTRALIAN SUPER	PAYROLL DEDUCTIONS	\$ 3,056.43
DD19820.10	17/06/2025	CBUS	SUPERANNUATION CONTRIBUTIONS	\$ 1,622.15
DD19820.11	17/06/2025	AUSTRALIAN RETIREMENT TRUST	SUPERANNUATION CONTRIBUTIONS	\$ 534.92
DD19820.12	17/06/2025	PRIME SUPER	SUPERANNUATION CONTRIBUTIONS	\$ 959.85
DD19820.13	17/06/2025	HOSTPLUS EXECUTIVE SUPERANNUATION FUND	SUPERANNUATION CONTRIBUTIONS	\$ 831.18
DD19820.14	17/06/2025	MLC SUPER FUND	SUPERANNUATION CONTRIBUTIONS	\$ 409.55
DD19820.15	17/06/2025	THE GARY AND JOSIE KENT SUPERANNUATION FUND	SUPERANNUATION CONTRIBUTIONS	\$ 348.88
TOTAL DIRECT DEBIT 19491:				\$ 28,767.30
TOTAL DIRECT DEBITS:				\$ 57,625.01

Shire of Yilgarn

Payments made from the Municipal Account for the Period 1st June 2025 to 30th June 2025
Presented to Council, 17th July 2025

CHQ/EFT	Date	Payee	Description	Amount
BANK				
CHARGES				
	02/06/2025	WESTPAC BANK	BANK CHARGES	\$ 10.00
	02/06/2025	WESTPAC BANK	BANK CHARGES	\$ 309.44
	02/06/2025	WESTPAC BANK	BANK CHARGES	\$ 868.61
TOTAL BANK CHARGES:				\$ 1,188.05

Shire of Yilgarn

Payments made from the Municipal Account for the Period 1st June 2025 to 30th June 2025
Presented to Council, 17th July 2025

Date	Payee	Description	Amount
		<i>EFT</i>	
13/06/2025	3SIXT AUTOMOTIVE SERVICES	EFT16684	\$ 132.69
13/06/2025	CEO	EFT16685	\$ 84.99
13/06/2025	AERODROME MANAGEMENT SERVICES PTY LTD	EFT16686	\$ 3,095.15
13/06/2025	ALINTA SALES PTY LTD	EFT16687	\$ 2,169.62
13/06/2025	WA DISTRIBUTORS WA PTY LTD	EFT16688	\$ 1,823.10
13/06/2025	AMPAC DEBT RECOVERY (WA) PTY LTD	EFT16689	\$ 1,671.80
13/06/2025	AUSTRALIAN SERVICES UNION WESTERN AUSTRALIAN BRANCH	EFT16690	\$ 234.50
13/06/2025	AUSTRALIA POST	EFT16691	\$ 338.47
13/06/2025	RATEPAYER	EFT16692	\$ 101.10
13/06/2025	BLACKMAN FABRICATIONS	EFT16693	\$ 44,737.56
13/06/2025	BOC GASES	EFT16694	\$ 68.71
13/06/2025	BUNNINGS GROUP LTD	EFT16695	\$ 232.30
13/06/2025	EMCS	EFT16696	\$ 110.00
13/06/2025	CAPER GROUP PTY LTD	EFT16697	\$ 1,208.90
13/06/2025	AUST GOVERNMENT CHILD SUPPORT AGENCY	EFT16698	\$ 470.81
13/06/2025	CIVIC LEGAL PTY LTD	EFT16699	\$ 3,670.46
13/06/2025	CR CLOSE	EFT16700	\$ 1,500.00
13/06/2025	COMBINED TYRES PTY LTD	EFT16701	\$ 11,720.50
13/06/2025	RATEPAYER	EFT16702	\$ 126.99
13/06/2025	DEPARTMENT OF PLANNING, LANDS AND HERITAGE	EFT16703	\$ 183.34
13/06/2025	EASTERN DISTRICTS PANEL BEATERS	EFT16704	\$ 1,000.00
13/06/2025	ELLENBY TREE FARM	EFT16705	\$ 2,776.40
13/06/2025	ELITE STEEL FABRICATION	EFT16706	\$ 4,988.45
13/06/2025	STAFF	EFT16707	\$ 704.00
13/06/2025	DEPARTMENT OF FIRE & EMERGENCY SERVICES	EFT16708	\$ 13,048.51
13/06/2025	STAFF	EFT16709	\$ 131.98
13/06/2025	GILBA DOWNS	EFT16710	\$ 39,160.00
13/06/2025	HOBART EARTHMOVING	EFT16711	\$ 3,696.00
13/06/2025	IAN DEREK CHRISTIE	EFT16712	\$ 59,521.91
13/06/2025	INTELFIE GROUP LIMITED	EFT16713	\$ 39,010.40
13/06/2025	KARIS MEDICAL GROUP	EFT16714	\$ 451.00
13/06/2025	RATEPAYER	EFT16715	\$ 28.78
13/06/2025	STAFF	EFT16716	\$ 671.89
13/06/2025	LANDGATE	EFT16717	\$ 361.45
13/06/2025	LNB GROUP (WA) PTY LTD	EFT16718	\$ 6,079.22
13/06/2025	OMNICOM MEDIA GROUP AUSTRALIA PTY LTD (MARKETFORCE)	EFT16719	\$ 1,921.54
13/06/2025	RATEPAYER	EFT16720	\$ 152.88
13/06/2025	MODULARWA	EFT16721	\$ 92,324.00
13/06/2025	OFFICE NATIONAL	EFT16722	\$ 842.94
13/06/2025	IXOM OPERATIONS PTY LTD	EFT16723	\$ 465.12
13/06/2025	PERFECT COMPUTER SOLUTIONS PTY LTD	EFT16724	\$ 297.50
13/06/2025	WA CONTRACT RANGER SERVICES	EFT16725	\$ 1,320.00
13/06/2025	REGIONAL DEVELOPMENT AUSTRALIA WHEATBELT INC	EFT16726	\$ 550.00
13/06/2025	ROB WHITE CONSULTING	EFT16727	\$ 18,480.00
13/06/2025	SHEQSY PTY LTD	EFT16728	\$ 329.73
13/06/2025	DAIMLER TRUCKS PERTH	EFT16729	\$ 139.15
13/06/2025	YILGARN SHIRE SOCIAL CLUB	EFT16730	\$ 66.00
13/06/2025	FOODWORKS	EFT16731	\$ 921.07
13/06/2025	SOUTHERN CROSS HARDWARE AND NEWS	EFT16732	\$ 11,979.29
13/06/2025	SOUTHERN CROSS MOTOR MART	EFT16733	\$ 95.00
13/06/2025	SOUTHERN CROSS TYRE & AUTO SERVICES	EFT16734	\$ 2,605.36
13/06/2025	SYNERGY	EFT16735	\$ 21,557.58
13/06/2025	VITAL MEDICAL SUPPLIES	EFT16736	\$ 543.18
13/06/2025	WATER CORPORATION	EFT16737	\$ 64,927.39
13/06/2025	CR DELLA BOSCA	EFT16738	\$ 6,000.00

Shire of Yilgarn

Payments made from the Municipal Account for the Period 1st June 2025 to 30th June 2025
Presented to Council, 17th July 2025

Date	Payee	Description	Amount
		<i>EFT</i>	
13/06/2025	WB CONTRACTING	EFT16739	\$ 62,111.50
13/06/2025	WESTRAC EQUIPMENT PTY LTD	EFT16740	\$ 828.44
13/06/2025	TRANSWA PUBLIC TRANSPORT AUTHORITY OF WA	EFT16741	\$ 687.63
13/06/2025	YILGARN AGENCIES	EFT16742	\$ 58.89
27/06/2025	3SIXT AUTOMOTIVE SERVICES	EFT16743	\$ 50.00
27/06/2025	AERODROME MANAGEMENT SERVICES PTY LTD	EFT16744	\$ 3,095.15
27/06/2025	ALINTA SALES PTY LTD	EFT16745	\$ 3,357.75
27/06/2025	RATEPAYER	EFT16746	\$ 867.53
27/06/2025	EUROFINS ARL PTY LTD	EFT16747	\$ 341.00
27/06/2025	AUSTRALIAN SERVICES UNION WESTERN AUSTRALIAN BRANCH	EFT16748	\$ 234.50
27/06/2025	AVON WASTE	EFT16749	\$ 21,773.69
27/06/2025	CR BRADFORD	EFT16750	\$ 800.00
27/06/2025	BLACKMAN FABRICATIONS	EFT16751	\$ 7,199.72
27/06/2025	BRANDWORX AUSTRALIA	EFT16752	\$ 459.71
27/06/2025	DEPARTMENT OF MINES, INDUSTRY REGULATION AND SAFETY - BUILDING	EFT16753	\$ 1,509.65
27/06/2025	AUST GOVERNMENT CHILD SUPPORT AGENCY	EFT16754	\$ 470.81
27/06/2025	CR CLOSE	EFT16755	\$ 1,780.00
27/06/2025	AUSTRALIAN TAXATION OFFICE	EFT16756	\$ 28,735.00
27/06/2025	COPIER SUPPORT	EFT16757	\$ 1,441.13
27/06/2025	CORSIGN	EFT16758	\$ 5,280.00
27/06/2025	TEAM GLOBAL EXPRESS PTY LTD	EFT16759	\$ 5,028.88
27/06/2025	GOLDFIELDS CRANE HIRE PTY LTD	EFT16760	\$ 371.25
27/06/2025	RATEPAYER	EFT16761	\$ 456.91
27/06/2025	DUN DIRECT PTY LTD	EFT16762	\$ 24,300.05
27/06/2025	EASTERN DISTRICTS PANEL BEATERS	EFT16763	\$ 440.00
27/06/2025	ELITE STEEL FABRICATION	EFT16764	\$ 12,100.00
27/06/2025	STAFF	EFT16765	\$ 215.99
27/06/2025	FORPARK AUSTRALIA	EFT16766	\$ 211.75
27/06/2025	CR GUERINI	EFT16767	\$ 893.06
27/06/2025	GEOGRAPHE TREE SERVICES PTY LTD	EFT16768	\$ 520.00
27/06/2025	EMI	EFT16769	\$ 178.00
27/06/2025	GREAT SOUTHERN LINE MARKING	EFT16770	\$ 19,800.00
27/06/2025	HI-TEC ALARMS	EFT16771	\$ 171.60
27/06/2025	JLT RISK SOLUTIONS PTY LTD	EFT16772	\$ 6,847.50
27/06/2025	KARIS MEDICAL GROUP	EFT16773	\$ 451.00
27/06/2025	STAFF	EFT16774	\$ 38.30
27/06/2025	STAFF	EFT16775	\$ 612.65
27/06/2025	LANDGATE	EFT16776	\$ 50.31
27/06/2025	CR ROSE	EFT16777	\$ 1,136.63
27/06/2025	CR GRANICH	EFT16778	\$ 1,039.60
27/06/2025	LNB GROUP (WA) PTY LTD	EFT16779	\$ 4,970.05
27/06/2025	LONE STAR SURVEYS PTY LTD	EFT16780	\$ 4,309.25
27/06/2025	COMFORT STYLE MERREDIN COMFORT STYLE	EFT16781	\$ 3,086.00
27/06/2025	MERREDIN SKIP BINS	EFT16782	\$ 7,395.00
27/06/2025	OFFICE NATIONAL	EFT16783	\$ 1,007.56
27/06/2025	PERFECT COMPUTER SOLUTIONS PTY LTD	EFT16784	\$ 1,105.00
27/06/2025	WA CONTRACT RANGER SERVICES	EFT16785	\$ 1,375.00
27/06/2025	ROSS'S DIESEL SERVICE	EFT16786	\$ 9,282.30
27/06/2025	STAFF	EFT16787	\$ 1,471.80
27/06/2025	YILGARN SHIRE SOCIAL CLUB	EFT16788	\$ 72.00
27/06/2025	KALGOORLIE SOLOMONS FLOORING	EFT16789	\$ 3,284.00
27/06/2025	STABILISATION TECHNOLOGY PTY LTD	EFT16790	\$ 28,039.00
27/06/2025	SUPAGAS PTY LTD	EFT16791	\$ 895.64
27/06/2025	SOUTHERN CROSS GENERAL PRACTICE	EFT16792	\$ 820.60
27/06/2025	SOUTHERN CROSS GOLF CLUB	EFT16793	\$ 300.00

Shire of Yilgarn

Payments made from the Municipal Account for the Period 1st June 2025 to 30th June 2025
Presented to Council, 17th July 2025

Date	Payee	Description	Amount
<i>EFT</i>			
27/06/2025	SOUTHERN CROSS TYRE & AUTO SERVICES	EFT16794	\$ 2,871.40
27/06/2025	VITAL MEDICAL SUPPLIES	EFT16795	\$ 98.45
27/06/2025	WATER CORPORATION	EFT16796	\$ 73,529.83
27/06/2025	CR DELLA BOSCA	EFT16797	\$ 2,980.00
27/06/2025	WB CONTRACTING	EFT16798	\$ 48,499.00
27/06/2025	WESTRAC EQUIPMENT PTY LTD	EFT16799	\$ 10,554.64
27/06/2025	STAFF	EFT16800	\$ 374.95
27/06/2025	TRANSWA PUBLIC TRANSPORT AUTHORITY OF WA	EFT16801	\$ 566.00
27/06/2025	TELSTRA LIMITED	EFT16802	\$ 2,392.07
		TOTAL EFTS:	\$ 896,053.83

Shire of Yilgarn

Payments made from the Municipal Account for the Period 1st June 2025 to 30th June 2025
Presented to Council, 17th July 2025

Date	Payee	Description	Amount
		CHQ	
13/06/2025	WESTPAC BANKING CORPORATION	2636	\$ 318.00
13/06/2025	WESTPAC BANKING CORPORATION	2637	\$ 80.00
03/06/2025	SHIRE OF YILGARN - PAYROLL	2638	\$ 127,156.92
17/06/2025	SHIRE OF YILGARN - PAYROLL	2639	\$ 128,822.30
30/06/2025	SHIRE OF YILGARN - PAYROLL	2640	\$ 109,193.74
09/06/2025	TELSTRA	2641	\$ 21.00
12/06/2025	TELSTRA	2642	\$ 122.97
16/06/2025	TELSTRA	2643	\$ 935.35
23/06/2025	TELSTRA	2644	\$ 809.84
16/06/2025	MOTORCHARGE LIMITED	2645	\$ 1,486.98
24/06/2025	CANON FINANCE AUSTRALIA PTY LTD	2646	\$ 127.62
02/06/2025	SOUTHERN CROSS GENERAL PRACTICE	2647	\$ 8,800.00
12/06/2025	TELCO CHOICE - COMMANDER CENTRE NORTH PERTH	2648	\$ 250.00
17/06/2025	TELCO CHOICE - COMMANDER CENTRE NORTH PERTH	2649	\$ 1,368.45
26/06/2025	YOUHANA ALBER SHAFIK YOUNAN T/AS SOUTHERN CROSS PHARMACY AND HEALTH	2650	\$ 550.00
06/06/2025	DEPARTMENT OF TRANSPORT	2651	\$ 8,511.60
13/06/2025	DEPARTMENT OF TRANSPORT	2652	\$ 6,385.55
20/06/2025	DEPARTMENT OF TRANSPORT	2653	\$ 27,094.45
27/06/2025	DEPARTMENT OF TRANSPORT	2654	\$ 4,391.10
30/06/2025	DEPARTMENT OF TRANSPORT	2655	\$ 1,086.10
		TOTAL CHEQUES:	\$ 427,511.97

Shire of Yilgarn

Payments made from the Municipal Account for the Period 1st June 2025 to 30th June 2025
Presented to Council, 17th July 2025

Date	Payee	Description	Amount
		<i>CHQ</i>	
13/06/2025	CORNERSTONE HR LEADERSHIP, CULTURE & STRATEGY PTY LTD	41331 \$	6,105.00
13/06/2025	RATEPAYER	41332 \$	7,220.84
13/06/2025	RATEPAYER	41333 \$	75.00
13/06/2025	LGRCEU	41334 \$	20.50
27/06/2025	RATEPAYER	41335 \$	9,625.70
27/06/2025	RATEPAYER	41336 \$	505.35
27/06/2025	RATEPAYER	41337 \$	191.24
		TOTAL CHEQUES:	\$ 23,743.63



SHIRE OF YILGARN
ANNUAL BUDGET
FOR THE YEAR ENDED 30 JUNE 2026

LOCAL GOVERNMENT ACT 1995

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The Shire of Yilgarn a Class 3 local government conducts the operations of a local government with the following community vision:

We are a proud agricultural and mining based economy, providing opportunities for our residents that will build an inclusive and prosperous community in the future. We are a resilient community best described by our moto “Good Country for Hardy People”.

SHIRE OF YILGARN
STATEMENT OF COMPREHENSIVE INCOME
FOR THE YEAR ENDED 30 JUNE 2026

	Note	2025/26 Budget	2024/25 Actual	2024/25 Budget
Revenue		\$	\$	\$
Rates	2(a)	4,975,317	4,559,283	4,601,698
Grants, subsidies and contributions		2,887,196	4,533,743	1,459,097
Fees and charges	14	2,078,867	2,449,638	2,060,787
Interest revenue	9(a)	629,882	796,783	774,449
Other revenue		757,066	1,041,021	712,474
		11,328,328	13,380,468	9,608,505
Expenses				
Employee costs		(4,897,171)	(4,383,455)	(4,680,008)
Materials and contracts		(2,737,046)	(2,008,290)	(2,406,890)
Utility charges		(956,069)	(1,064,850)	(888,701)
Depreciation	6	(5,267,485)	(4,801,364)	(4,739,000)
Finance costs	9(c)	(57,874)	(7,389)	(31,123)
Insurance		(380,895)	(396,622)	(358,984)
Other expenditure		(1,013,467)	(795,693)	(878,666)
		(15,310,007)	(13,457,663)	(13,983,372)
		(3,981,679)	(77,195)	(4,374,867)
Capital grants, subsidies and contributions		5,784,530	3,010,232	4,184,946
Profit on asset disposals	5	4,296	2,935	10,749
Loss on asset disposals	5	(164,013)	(132,512)	(240,976)
		5,624,813	2,880,655	3,954,719
Net result for the period		1,643,134	2,803,460	(420,148)
Total other comprehensive income for the period		0	0	0
Total comprehensive income for the period		1,643,134	2,803,460	(420,148)

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

SHIRE OF YILGARN
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED 30 JUNE 2026

		2025/26	2024/25	2024/25
	Note	Budget	Actual	Budget
CASH FLOWS FROM OPERATING ACTIVITIES				
Receipts		\$	\$	\$
Rates		4,975,317	4,533,375	4,601,698
Grants, subsidies and contributions		2,887,196	4,146,077	1,459,097
Fees and charges		2,078,867	2,449,638	2,060,787
Interest revenue		629,882	796,783	774,449
Goods and services tax received		0	1,228	0
Other revenue		757,066	1,041,021	712,474
		11,328,328	12,968,122	9,608,505
Payments				
Employee costs		(4,897,171)	(4,447,041)	(4,680,008)
Materials and contracts		(2,737,046)	(1,581,729)	(2,406,890)
Utility charges		(956,069)	(1,064,850)	(888,701)
Finance costs		(57,874)	(7,389)	(31,123)
Insurance paid		(380,895)	(396,622)	(358,984)
Other expenditure		(1,013,467)	(795,693)	(878,666)
		(10,042,522)	(8,293,324)	(9,244,372)
Net cash provided by operating activities	4	1,285,806	4,674,798	364,133
CASH FLOWS FROM INVESTING ACTIVITIES				
Payments for purchase of property, plant & equipment	5(a)	(3,339,966)	(7,156,969)	(9,525,921)
Payments for construction of infrastructure	5(b)	(5,856,938)	(4,634,715)	(5,993,854)
Capital grants, subsidies and contributions		5,784,530	3,010,232	4,184,946
Proceeds from sale of property, plant and equipment	5(a)	505,000	485,045	491,500
Net cash (used in) investing activities		(2,907,374)	(8,296,407)	(10,843,329)
CASH FLOWS FROM FINANCING ACTIVITIES				
Repayment of borrowings	7(a)	(196,933)	(98,814)	(138,402)
Net cash (used in) financing activities		(196,933)	(98,814)	(138,402)
Net (decrease) in cash held		(1,818,501)	(3,720,423)	(10,617,598)
Cash at beginning of year		6,947,437	20,417,229	20,417,229
Cash and cash equivalents at the end of the year	4	5,128,936	16,696,806	9,799,631

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

SHIRE OF YILGARN
STATEMENT OF FINANCIAL ACTIVITY
FOR THE YEAR ENDED 30 JUNE 2026

OPERATING ACTIVITIES

Revenue from operating activities

	Note	2025/26 Budget \$	2024/25 Actual \$	2024/25 Budget \$
General rates	2(a)(i)	4,876,497	4,446,702	4,481,881
Rates excluding general rates	2(a)	98,820	112,581	124,817
Grants, subsidies and contributions		2,887,196	4,533,743	1,459,097
Fees and charges	14	2,078,867	2,449,638	2,060,787
Interest revenue	9(a)	629,882	796,783	774,449
Other revenue		757,066	1,041,021	712,474
Profit on asset disposals	5	4,296	2,935	10,749
		11,332,624	13,383,403	9,624,254

Expenditure from operating activities

Employee costs		(4,897,171)	(4,383,455)	(4,680,008)
Materials and contracts		(2,737,046)	(2,008,290)	(2,406,890)
Utility charges		(956,069)	(1,064,850)	(888,701)
Depreciation	6	(5,267,485)	(4,801,364)	(4,739,000)
Finance costs	9(c)	(57,874)	(7,389)	(31,123)
Insurance		(380,895)	(396,622)	(358,984)
Other expenditure		(1,013,467)	(795,693)	(878,666)
Loss on asset disposals	5	(164,013)	(132,512)	(240,976)
		(15,474,020)	(13,590,175)	(14,224,348)

Non cash amounts excluded from operating activities

	3(c)	5,582,467	5,089,885	5,127,449
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Amount attributable to operating activities

		1,441,071	4,883,113	527,355
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INVESTING ACTIVITIES

Inflows from investing activities

Capital grants, subsidies and contributions		5,784,530	3,010,232	4,184,946
Proceeds from disposal of property, plant and equipment	5(a)	505,000	485,045	491,500
		6,289,530	3,495,277	4,676,446

Outflows from investing activities

Acquisition of property, plant and equipment	5(a)	(3,339,966)	(7,156,969)	(9,525,921)
Acquisition of infrastructure	5(b)	(5,856,938)	(4,634,715)	(5,993,854)
		(9,196,904)	(11,791,684)	(15,519,775)

Amount attributable to investing activities

		(2,907,374)	(8,296,407)	(10,843,329)
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FINANCING ACTIVITIES

Inflows from financing activities

Transfers from reserve accounts	8(a)	344,000	2,702,000	2,322,000
		344,000	2,702,000	2,322,000

Outflows from financing activities

Repayment of borrowings	7(a)	(196,933)	(98,814)	(138,402)
Transfers to reserve accounts	8(a)	(4,232,049)	(1,840,497)	(1,076,884)
		(4,428,982)	(1,939,311)	(1,215,286)

Amount attributable to financing activities

		(4,084,982)	762,689	1,106,714
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MOVEMENT IN SURPLUS OR DEFICIT

Surplus at the start of the financial year

Amount attributable to operating activities	3	5,592,021	9,096,131	8,015,561
Amount attributable to investing activities		1,441,071	4,883,113	527,355
Amount attributable to financing activities		(2,907,374)	(8,296,407)	(10,843,329)
		(4,084,982)	762,689	1,106,714
Surplus/(deficit) remaining after the imposition of general rates	3	40,736	6,445,526	(1,193,699)

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

SHIRE OF YILGARN
FOR THE YEAR ENDED 30 JUNE 2026
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SHIRE OF YILGARN
NOTES TO AND FORMING PART OF THE BUDGET
FOR THE YEAR ENDED 30 JUNE 2026

1. BASIS OF PREPARATION

The annual budget of the Shire of Yilgarn which is a Class 3 local government is a forward looking document and has been prepared in accordance with the *Local Government Act 1995* and accompanying regulations.

Local Government Act 1995 requirements

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

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

Accounting policies which have been adopted in the preparation of this annual budget have been consistently applied unless stated otherwise. Except for cash flow and rate setting information, the annual budget has been prepared on the accrual basis and is based on historical costs, modified, where applicable, by the measurement at fair value of selected non-current assets, financial assets and liabilities.

The local government reporting entity

All funds through which the Shire of Yilgarn controls resources to carry on its function have been included in the financial statements forming part of this annual budget.

All monies held in the Trust Fund are excluded from the financial statements. A separate statement of those monies appears at Note 11 to the annual budget.

2024/25 actual balances

Balances shown in this budget as 2024/25 Actual are estimates as forecast at the time of preparation of the annual budget and are subject to final adjustments.

Budget comparative figures

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

Comparative figures

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

Rounding off figures

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

Statement of Cashflows

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

Initial application of accounting standards

During the budget year, the below revised Australian Accounting Standards and Interpretations are expected to be compiled, become mandatory and be applicable to its operations.

- AASB 2020-1 Amendments to Australian Accounting Standards - Classification of Liabilities as Current or Non-current
- AASB 2022-5 Amendments to Australian Accounting Standards - Lease Liability in a Sale and Leaseback
- AASB 2022-6 Amendments to Australian Accounting Standards - Non-current Liabilities with Covenants
- AASB 2023-1 Amendments to Australian Accounting Standards - Supplier Finance Arrangements
- AASB 2023-3 Amendments to Australian Accounting Standards - Disclosure of Non-current Liabilities with Covenants: Tier 2
- AASB 2024-1 Amendments to Australian Accounting Standards - Supplier Finance Arrangements: Tier 2 Disclosures

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

- AASB 2022-10 Amendments to Australian Accounting Standards - Fair Value Measurement of Non-Financial Assets of Not-for-Profit Public Sector Entities, became mandatory during the budget year. Amendments to AASB 13 Fair Value Measurement impacts the future determination of fair value when revaluing assets using the cost approach. Timing of future revaluations is defined by regulation 17A of *Local Government (Financial Management) Regulations 1996*. Impacts of this pronouncement are yet to be quantified and are dependent on the timing of future revaluations of asset classes. No material impact is expected in relation to the 2025-26 statutory budget.

New accounting standards for application in future years

The following new accounting standards will have application to local government in future years:

- AASB 2014-10 Amendments to Australian Accounting Standards - Sale or Contribution of Assets between an Investor and its Associate or Joint Venture
- AASB 2024-4b Amendments to Australian Accounting Standards - Effective Date of Amendments to AASB 10 and AASB 128 [deferred AASB 10 and AASB 128 amendments in AASB 2014-10 apply]
- AASB 2022-9 Amendments to Australian Accounting Standards - Insurance Contracts in the Public Sector
- AASB 2023-5 Amendments to Australian Accounting Standards - Lack of Exchangeability
- AASB 18 (FP) Presentation and Disclosure in Financial Statements - (Appendix D) [for for-profit entities]
- AASB 18 (NFP/super) Presentation and Disclosure in Financial Statements - (Appendix D) [for not-for-profit and superannuation entities]
- AASB 2024-2 Amendments to Australian Accounting Standards - Classification and Measurement of Financial Instruments
- AASB 2024-3 Amendments to Australian Accounting Standards - Standards – Annual Improvements Volume 11

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

Critical accounting estimates and judgements

The preparation of the annual budget in conformity with Australian Accounting Standards requires management to make judgements, estimates and assumptions that effect the application of policies and reported amounts of assets and liabilities, income and expenses.

The estimates and associated assumptions are based on historical experience and various other factors that are believed to be reasonable under the circumstances; the results of which form the basis of making the judgements about carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates.

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
- Expected credit losses on financial assets
- Assets held for sale
- Impairment losses of non-financial assets
- Investment property
- Estimated useful life of intangible assets
- Measurement of employee benefits
- Measurement of provisions

SHIRE OF YILGARN
NOTES TO AND FORMING PART OF THE BUDGET
FOR THE YEAR ENDED 30 JUNE 2026

2. RATES AND SERVICE CHARGES

(a) Rating Information

Rate Description	Basis of valuation	Rate in dollar	Number of properties	Rateable value*	2025/26 Budgeted rate revenue	2025/26 Budgeted interim rates	2025/26 Budgeted total revenue	2024/25 Actual total revenue	2024/25 Budget total revenue
				\$	\$	\$	\$	\$	\$
(i) General rates									
Residential / Industrial	Gross rental valuation	0.089291	374	4,412,332	393,982	0	393,982	399,983	393,970
Commercial	Gross rental valuation	0.079996	23	1,016,398	81,308	0	81,308	79,319	82,147
Mine Sites	Gross rental valuation	0.159882	6	509,700	81,492	0	81,492	77,611	77,611
Single Persons Quarters	Gross rental valuation	0.159882	10	803,655	128,490	0	128,490	122,371	122,371
Rural	Unimproved valuation	0.011567	334	193,520,186	2,238,448	0	2,238,448	1,984,650	1,987,298
Mining	Unimproved valuation	0.152183	348	12,831,768	1,952,777	0	1,952,777	1,782,768	1,818,484
Total general rates			1,095	213,094,039	4,876,497	0	4,876,497	4,446,702	4,481,881
Minimum payment									
		\$							
Residential / Industrial	Gross rental valuation	600.00	136	308,517	81,600	0	81,600	79,800	84,000
Commercial	Gross rental valuation	450.00	17	72,317	7,650	0	7,650	6,300	10,800
Mine Sites	Gross rental valuation	450.00	1	500	450	0	450	450	450
Single Persons Quarters	Gross rental valuation	450.00	2	1,075	900	0	900	900	900
Rural	Unimproved valuation	450.00	45	490,127	20,250	0	20,250	20,250	20,700
Mining	Unimproved valuation	450.00	230	307,995	103,500	0	103,500	117,450	119,700
Total minimum payments			431	1,180,531	214,350	0	214,350	225,150	236,550
Total general rates and minimum payments			1,526		5,090,847	0	5,090,847	4,671,852	4,718,431
Ex-gratia rates									
Cooperative Bulk Handling	Ex-gratia	0.07668	tonnage	645,150	49,470	0	49,470	48,264	48,267
					5,140,317	0	5,140,317	4,720,116	4,766,698
Discounts (Refer note 2(f))							(165,000)	(160,833)	(160,000)
Total rates					5,140,317	0	4,975,317	4,559,283	4,606,698
Instalment plan charges							3,500	7,870	3,500
Instalment plan interest							5,000	11,614	5,000
Late payment of rate or service charge interest							35,000	37,347	35,000
							43,500	56,831	43,500

The Shire of Yilgarn did not raise specified area rates for the year ended 30th June 2026

*Rateable Value at time of adopting budget.

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

The general rates detailed for the 2025/26 financial year have been determined by Council on the basis of raising the revenue required to meet the estimated deficiency between the total estimated expenditure proposed in the budget and the estimated revenue to be received from all sources other than general rates and also considering the extent of any increase in rating over the level adopted in the previous year.

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

SHIRE OF YILGARN
NOTES TO AND FORMING PART OF THE BUDGET
FOR THE YEAR ENDED 30 JUNE 2026

2. RATES AND SERVICE CHARGES (CONTINUED)

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

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

Instalment options	Date due	Instalment plan admin charge	Instalment plan interest rate	Unpaid rates interest rates
		\$	%	%
Option one				
Single full payment	Monday, 15 September 2025	0	0.00%	11.0%
Option two				
First instalment	Monday, 15 September 2025	10	4.25%	11.0%
Second instalment	Monday, 2 February 2026	10	4.25%	11.0%
Option three				
First instalment	Monday, 15 September 2025	10	4.25%	11.0%
Second instalment	Monday, 24 November 2025	10	4.25%	11.0%
Third instalment	Monday, 2 February 2026	10	4.25%	11.0%
Fourth instalment	Monday, 13 April 2026	10	4.25%	11.0%

(c) Objectives and Reasons for Differential Rating

To provide equity in the rating of properties across the Shire of Yilgarn the following rate categories have been determined for the implementation of differential rating.

(i) Differential general rate

Description	Characteristics	Objects	Reasons
GRV Residential / Industrial	Properties within a town site boundary with a land use that does not fall within the category of commercial.	This rate to contribute to the services desired by the community	This is considered to be the base rate above which all other GRV rated properties are assessed.
GRV Commercial	Properties used for commercial purposes and non-residential properties.	This category is rated lower than Residential / Industrial to encourage competitiveness and viability.	To keep rates to a minimum to encourage local businesses to remain competitive and viable.
GRV Mine Sites	Applies to properties with a mining land use.	This rate reflects the cost of servicing mining activity including road infrastructure and other amenities and services.	This rate category reflects the greater impact on roads by way of heavy haulage as well as ancillary use of Shire services and facilities.

SHIRE OF YILGARN
NOTES TO AND FORMING PART OF THE BUDGET
FOR THE YEAR ENDED 30 JUNE 2026

2. RATES AND SERVICE CHARGES (CONTINUED)

GRV Single Persons Quarters	Applies to properties with a transient workforce accommodation land use.	To maintain relativity comparative to residential properties from a unit of accommodation perspective.	Council preferred option is that workers be housed in normal residential accommodation located within the town boundary.
UV Rural	Consists of properties used predominantly for rural purposes.	This rate to contribute to the services desired by the community.	This is considered to be the base rate above which all other UV rated properties are assessed.
UV Mining	Properties with land use associated with mining activities.	This rate reflects the cost of servicing mining activity including road infrastructure and other amenities and services.	This rate category reflects the greater impact on roads by way of heavy haulage as well as ancillary use of Shire services and facilities.

Differential Minimum Payment

GRV Residential / Industrial	Properties within the town site boundaries with a land use that does not fall within the category of commercial.	This rate to contribute to the services desired by the community	This is considered to be the base rate above which all other GRV rated properties are assessed.
GRV Commercial	Properties used for commercial purposes and non-residential properties.	This category is rated lower than Residential / Industrial to encourage competitiveness and viability.	To keep rates to a minimum to encourage local businesses to remain competitive and viable.
GRV Mine Sites	Applies to properties with a mining land use.	This rate reflects the cost of servicing mining activity including road infrastructure and other amenities and services.	This rate category reflects the greater impact on roads by way of heavy haulage as well as ancillary use of Shire services and facilities.
GRV Single Persons Quarters	Applies to properties with a transient workforce accommodation land use.	To maintain relativity comparative to residential properties from a unit of accommodation perspective.	Council preferred option is that workers be housed in normal residential accommodation located within the town boundary.
UV Rural	Consists of properties used predominantly for rural purposes.	This rate to contribute to the services desired by the community.	This is considered to be the base rate above which all other UV rated properties are assessed.
UV Mining	Properties with land use associated with mining activities.	This rate reflects the cost of servicing mining activity including road infrastructure and other amenities and services.	This rate category reflects the greater impact on roads by way of heavy haulage as well as ancillary use of Shire services and facilities.

(d) Variation in Adopted Differential Rates to Local Public Notice

SHIRE OF YILGARN
NOTES TO AND FORMING PART OF THE BUDGET
FOR THE YEAR ENDED 30 JUNE 2026

2. RATES AND SERVICE CHARGES (CONTINUED)

The following rates and minimum payments were previously set out in the local public notice giving notice of the intention to charge differential rates.

Differential general rate or general rate	Proposed Rate in \$	Adopted Rate in \$	Reasons for the difference
UV - Mining	0.164341	0.152183	The Rate in the Dollar was reduced for UV - Rural rate catagory due to significant increases in valuations. UV - Mining had a minor reduction in an attempt to bring parity of rates raised between the two rate types.
UV - Rural	0.011845	0.011567	

SHIRE OF YILGARN
NOTES TO AND FORMING PART OF THE BUDGET
FOR THE YEAR ENDED 30 JUNE 2026

2. RATES AND SERVICE CHARGES (CONTINUED)

(e) Service Charges

The Shire of Yilgarn did not raise service charges for the year ended 30 June 2026

(f) Early payment discounts

Rate, fee or charge to which discount is granted	Type	Discount %	Discount (\$)	2025/26 Budget	2024/25 Actual	2024/25 Budget	Circumstances in which discount is granted
All GRV & UV Rate Types (Excluding Sewerage, ESL and Waste & Recycling Collection Charges).	Rate	5.00%	0	\$ 165,000	\$ 160,833	\$ 160,000	Full payment of Rates, Sewerage , ESL & Waste Collection charges including areas on or before the 35th day from the date of issue shown on the rates notice.
				165,000	160,833	160,000	

(g) Waivers or concessions

The Shire does not anticipate any waivers or concessions for the year ended 30th June 2026.

SHIRE OF YILGARN
NOTES TO AND FORMING PART OF THE BUDGET
FOR THE YEAR ENDED 30 JUNE 2026

3. NET CURRENT ASSETS

(a) Composition of estimated net current assets

Current assets

Cash and cash equivalents
Receivables
Contract assets
Inventories
Other assets

Less: current liabilities

Trade and other payables
Contract liabilities
Capital grant/contribution liability
Long term borrowings
Employee provisions
Other provisions

Net current assets

Less: Total adjustments to net current assets

Net current assets used in the Statement of Financial Activity

Note	2025/26 Budget 30 June 2026	2024/25 Actual 30 June 2025	2024/25 Budget 30 June 2025
	\$	\$	\$
4	14,941,374	17,407,032	21,346,197
	1,315,272	1,315,272	808,210
	135,262	135,262	477,873
	76,196	76,196	52,445
	0	0	253,474
	16,468,104	18,933,762	22,938,199
	(1,180,531)	(1,780,531)	(376,739)
	(670,303)	(670,303)	(42,381)
	0	0	(609,847)
7	0	(196,934)	(959,293)
	(472,459)	(472,459)	(425,957)
	0	0	(242,524)
	(2,323,293)	(3,120,227)	(2,656,741)
	14,144,811	15,813,535	20,281,458
3(b)	(14,416,424)	(10,221,514)	(9,147,031)
	(271,613)	5,592,021	11,134,427

(b) Current assets and liabilities excluded from budgeted deficiency

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

Adjustments to net current assets

Less: Cash - reserve accounts
Less: Current assets not expected to be received at end of year
- Rates receivable
Add: Current liabilities not expected to be cleared at end of year
- Current portion of borrowings
- Current portion of employee benefit provisions held in reserve

Total adjustments to net current assets

8	(14,347,644)	(10,459,595)	(10,075,979)
	(420,000)	(298,230)	(369,000)
	0	196,934	959,293
	351,220	339,377	338,655
	(14,416,424)	(10,221,514)	(9,147,031)

EXPLANATION OF DIFFERENCE IN NET CURRENT ASSETS AND SURPLUS/(DEFICIT)

Items excluded from calculation of budgeted deficiency

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

(c) Non-cash amounts excluded from operating activities

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

Adjustments to operating activities

Less: Profit on asset disposals
Add: Loss on asset disposals
Add: Depreciation
Movement in current employee provisions associated with restricted cash
Non-cash movements in non-current assets and liabilities:
- Pensioner deferred rates
- Employee provisions

Non cash amounts excluded from operating activities

Note	2025/26 Budget 30 June 2026	2024/25 Actual 30 June 2025	2024/25 Budget 30 June 2025
	\$	\$	\$
5	(4,296)	(2,935)	(10,749)
5	164,013	132,512	240,976
6	5,267,485	4,801,364	4,739,000
	11,843	15,305	14,583
	67,895	68,112	68,112
	75,527	75,527	75,527
	5,582,467	5,089,885	5,127,449

(d) Non-cash amounts excluded from investing activities

The following non-cash revenue or expenditure has been excluded from amounts attributable to investing activities within the Statement of Financial Activity in accordance with *Financial Management Regulation 32*.

Adjustments to investing activities

Property, plant and equipment received for substantially less than fair value
Non cash capital grants, subsidies and contributions

Note	2025/26 Budget 30 June 2026	2024/25 Actual 30 June 2025	2024/25 Budget 30 June 2025
	\$	\$	\$
	0	(274,286)	0
	0	274,286	0

**SHIRE OF YILGARN
NOTES TO AND FORMING PART OF THE BUDGET
FOR THE YEAR ENDED 30 JUNE 2026**

3. NET CURRENT ASSETS

(e) MATERIAL ACCOUNTING POLICIES

CURRENT AND NON-CURRENT CLASSIFICATION

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

TRADE AND OTHER PAYABLES

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

PREPAID RATES

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

INVENTORIES

General

Inventories are measured at the lower of cost and net realisable value.

Net realisable value is the estimated selling price in the ordinary course of business less the estimated costs of completion and the estimated costs necessary to make the sale.

SUPERANNUATION

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

INVENTORY - LAND HELD FOR RESALE

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

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

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

GOODS AND SERVICES TAX (GST)

Revenues, expenses and assets are recognised net of the amount of GST, except where the amount of GST incurred is not recoverable from the Australian Taxation Office (ATO).

Receivables and payables are stated inclusive of GST receivable or payable. The net amount of GST recoverable from, or payable to, the ATO is included with receivables or payables in the statement of financial position.

Cash flows are presented on a gross basis. The GST components of cash flows arising from investing or financing activities which are recoverable from, or payable to, the ATO are presented as operating cash flows.

CONTRACT LIABILITIES

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

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

TRADE AND OTHER RECEIVABLES

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

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

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

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

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

PROVISIONS

Provisions are recognised when the Shire of Yilgarn has a present legal or constructive obligation, as a result of past events, for which it is probable that an outflow of economic benefits will result and that outflow can be reliably measured.

Provisions are measured using the best estimate of the amounts required to settle the obligation at the end of the reporting period.

EMPLOYEE BENEFITS

Short-term employee benefits

Provision is made for the Shire of Yilgarn'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 of Yilgarn's obligations for short-term employee benefits such as wages, salaries and sick leave are recognised as a part of current trade and other payables in the determination of the net current asset position.

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

Other long-term employee benefits

Long-term employee benefits provisions are measured at the present value of the expected future payments to be made to employees. Expected future payments incorporate anticipated future wage and salary levels, durations of service and employee departures and are discounted at rates determined by reference to market yields at the end of the reporting period on government bonds that have maturity dates that approximate the terms of the obligations. Any remeasurements for changes in assumptions of obligations for other long-term employee benefits are recognised in profit or loss in the periods in which the changes occur.

The Shire of Yilgarn's obligations for long-term employee benefits are presented as non-current provisions in its statement of financial position, except where the Shire of Yilgarn 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 ASSETS

Contract assets primarily relate to the Shire of Yilgarn's right to consideration for work completed but not billed at the end of the period.

SHIRE OF YILGARN
NOTES TO AND FORMING PART OF THE BUDGET
FOR THE YEAR ENDED 30 JUNE 2026

4. RECONCILIATION OF CASH

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

	Note	2025/26 Budget	2024/25 Actual	2024/25 Budget
Cash at bank and on hand		\$ 593,730	\$ 6,947,437	\$ 11,270,218
Total cash and cash equivalents		593,730	6,947,437	11,270,218
Held as				
- Unrestricted cash and cash equivalents		(13,753,914)	(3,512,158)	1,194,239
- Restricted cash and cash equivalents		14,347,644	10,459,595	10,075,979
	3(a)	593,730	6,947,437	11,270,218
Restrictions				
The following classes of assets have restrictions imposed by regulations or other externally imposed requirements which limit or direct the purpose for which the resources may be used:				
- Cash and cash equivalents		14,347,644	10,459,595	10,075,979
		14,347,644	10,459,595	10,075,979
The assets are restricted as a result of the specified purposes associated with the liabilities below:				
Reserve accounts	8	14,347,644	10,459,595	10,075,979
		14,347,644	10,459,595	10,075,979
Reconciliation of net cash provided by operating activities to net result				
Net result		1,643,134	2,803,460	(420,148)
Depreciation	6	5,267,485	4,801,364	4,739,000
(Profit)/loss on sale of asset	5	159,717	129,577	230,227
(Increase)/decrease in receivables		0	(417,022)	(6,000)
(Increase)/decrease in contract assets		0	4,676	(324,399)
(Increase)/decrease in inventories		0	(38,741)	(15,000)
Increase/(decrease) in payables		0	401,716	(100,000)
Capital grants, subsidies and contributions		(5,784,530)	(3,010,232)	(4,119,957)
Net cash from operating activities		1,285,806	4,674,798	(16,277)

MATERIAL ACCOUNTING POLICES

CASH AND CASH EQUIVALENTS

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

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

FINANCIAL ASSETS AT AMORTISED COST

The Shire of Yilgarn 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.

SHIRE OF YILGARN
NOTES TO AND FORMING PART OF THE BUDGET
FOR THE YEAR ENDED 30 JUNE 2026

5. PROPERTY, PLANT AND EQUIPMENT

	2025/26 Budget					2024/25 Actual					2024/25 Budget				
	Additions	Disposals - Net Book Value	Disposals - Sale Proceeds	Disposals - Profit	Disposals - Loss	Additions	Disposals - Net Book Value	Disposals - Sale Proceeds	Disposals - Profit	Disposals - Loss	Additions	Disposals - Net Book Value	Disposals - Sale Proceeds	Disposals - Profit	Disposals - Loss
(a) Property, Plant and Equipment	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Buildings - non-specialised	839,466	0	0	0	0	58,829	0	0	0	0	1,137,721	0	0	0	0
Buildings - specialised	604,000	0	0	0	0	4,648,991	0	0	0	0	5,793,200	0	0	0	0
Furniture and equipment	73,500	0	0	0	0	6,584	0	0	0	0	65,000	0	0	0	0
Plant and equipment	1,823,000	(664,717)	505,000	4,296	(164,013)	2,442,565	(801,146)	485,045	2,935	(319,036)	2,530,000	(720,201)	491,500	12,275	(240,976)
Total	3,339,966	(664,717)	505,000	4,296	(164,013)	7,156,969	(801,146)	485,045	2,935	(319,036)	9,525,921	(720,201)	491,500	12,275	(240,976)
(b) Infrastructure															
Infrastructure - roads	5,151,218	0	0	0	0	4,568,610	0	0	0	0	5,780,854	0	0	0	0
Infrastructure - footpaths	120,000	0	0	0	0	0	0	0	0	0	120,000	0	0	0	0
Infrastructure - parks and ovals	160,000	0	0	0	0	0	0	0	0	0	30,000	0	0	0	0
Infrastructure - other	0	0	0	0	0	43,297	0	0	0	0	0	0	0	0	0
Infrastructure - sewerage	28,000	0	0	0	0	0	0	0	0	0	43,000	0	0	0	0
Infrastructure - townscape	363,720	0	0	0	0	22,808	0	0	0	0	0	0	0	0	0
Infrastructure - aerodromes	34,000	0	0	0	0	0	0	0	0	0	20,000	0	0	0	0
Total	5,856,938	0	0	0	0	4,634,715	0	0	0	0	5,993,854	0	0	0	0
Total	9,196,904	(664,717)	505,000	4,296	(164,013)	11,791,684	(801,146)	485,045	2,935	(319,036)	15,519,775	(720,201)	491,500	12,275	(240,976)

MATERIAL ACCOUNTING POLICIES

RECOGNITION OF ASSETS

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

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

GAINS AND LOSSES ON DISPOSAL

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

SHIRE OF YILGARN
NOTES TO AND FORMING PART OF THE BUDGET
FOR THE YEAR ENDED 30 JUNE 2026

6. DEPRECIATION

By Class

Buildings - non-specialised
Buildings - specialised
Furniture and equipment
Plant and equipment
Infrastructure - roads
Infrastructure - footpaths
Infrastructure - drainage
Infrastructure - parks and ovals
Infrastructure - refuse
Infrastructure - sewerage
Infrastructure - townscape
Infrastructure - airport
Infrastructure - other
Right of use - furniture and fittings

By Program

Governance
Law, order, public safety
Health
Education and welfare
Housing
Community amenities
Recreation and culture
Transport
Economic services
Other property and services

2025/26 Budget	2024/25 Actual	2024/25 Budget
\$	\$	\$
72,693	74,008	72,156
449,646	457,783	418,520
24,997	25,449	23,425
421,797	429,430	387,975
3,304,108	3,363,900	2,884,888
30,995	31,556	31,575
570,600	580,926	579,266
55,952	56,965	39,599
6,954	7,080	12,037
51,359	52,288	13,437
7,621	7,759	16,518
32,318	32,903	26,529
238,445	242,760	231,255
0	0	1,820
5,267,485	5,362,807	4,739,000
32,200	32,164	32,100
145,150	145,455	142,600
14,435	14,436	14,400
83,200	83,021	82,500
47,700	47,677	47,000
644,150	643,761	631,650
525,150	503,593	452,050
3,399,300	3,401,971	2,988,000
54,300	54,460	44,000
321,900	322,822	304,700
5,267,485	5,249,360	4,739,000

MATERIAL ACCOUNTING POLICIES

DEPRECIATION

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

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

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

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

Buildings - non-specialised	30 - 75 Years
Buildings - specialised	30 - 75 Years
Furniture and equipment	4 - 20 Years
Plant and equipment	5 - 30 Years
Infrastructure - roads	15 - 120 Years
Infrastructure - footpaths	10 - 80 Years
Infrastructure - parks & ovals	10 - 40 Years
Infrastructure - sewerage	60 - 100 Years
Infrastructure - townscape	20 - 35 Years
Infrastructure - other	10 - 80 Years
Infrastructure - refuse	Not Depreciated
Infrastructure - airport	10 - 30 Years
Infrastructure - drainage	5 - 80 Years
Infrastructure - parks and ovals	10 to 60 Years
Infrastructure - refuse	40 Years
Infrastructure - other	
Right of use - land	
Right of use - buildings	
Right of use - plant and equipment	Based on the remaining lease
Right of use - furniture and fittings	

AMORTISATION

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

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

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

SHIRE OF YILGARN
NOTES TO AND FORMING PART OF THE BUDGET
FOR THE YEAR ENDED 30 JUNE 2026

7. BORROWINGS

(a) Borrowing repayments

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

Purpose	Loan Number	Institution	Interest Rate	Budget Principal 1 July 2025	2025/26 Budget New Loans	2025/26 Budget Principal Repayments	Budget Principal outstanding 30 June 2026	2025/26 Budget Interest Repayments	Actual Principal 1 July 2024	2024/25 Actual New Loans	2024/25 Actual Principal Repayments	Actual Principal outstanding 30 June 2025	2024/25 Actual Interest Repayments	Budget Principal 1 July 2024	2024/25 Budget New Loans	2024/25 Budget Principal Repayments	Budget Principal outstanding 30 June 2025	2024/25 Budget Interest Repayments
				\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Southern Cross Aquatic Centre Renewal	98	WATC	1.1426%	514,803	0	(99,946)	414,857	(6,160)	613,617	0	(98,814)	514,803	(7,293)	662,325	0	(98,233)	564,092	(7,293)
Southern Cross Recreation Center Upgrade	99	WATC	4.4187%	1,190,000	0	(96,987)	1,093,013	(51,523)	1,190,000	0	0	1,190,000	0	1,000,000	0	(40,169)	959,831	(22,555)
				1,704,803	0	(196,933)	1,507,870	(57,683)	1,803,617	0	(98,814)	1,704,803	(7,293)	1,662,325	0	(138,402)	1,523,923	(29,848)

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

SHIRE OF YILGARN
NOTES TO AND FORMING PART OF THE BUDGET
FOR THE YEAR ENDED 30 JUNE 2026

7. BORROWINGS

(b) New borrowings - 2025/26

The Shire of Yilgarn does not intend to undertake any new borrowings for the year ended 30th June 2026

(c) Unspent borrowings

The Shire of Yilgarn had no unspent borrowing funds as at 30th June 2025 nor is it expected to have unspent borrowing funds as at 30th June 2026.

(d) Credit Facilities

	2025/26 Budget	2024/25 Actual	2024/25 Budget
	\$	\$	\$
Undrawn borrowing facilities			
credit standby arrangements			
Bank overdraft limit	0	0	0
Bank overdraft at balance date	0	0	0
Credit card limit	25,000	25,000	25,000
Credit card balance at balance date	(2,000)	(2,654)	(2,000)
Total amount of credit unused	23,000	22,346	23,000
Loan facilities			
Loan facilities in use at balance date	1,507,870	1,704,803	1,523,923

MATERIAL ACCOUNTING POLICIES

BORROWING COSTS

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

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

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

SHIRE OF YILGARN
NOTES TO AND FORMING PART OF THE BUDGET
FOR THE YEAR ENDED 30 JUNE 2026

8. RESERVE ACCOUNTS

(a) Reserve Accounts - Movement

	2025/26 Budget				2024/25 Actual				2024/25 Budget			
	Opening	Transfer	Transfer	Closing	Opening	Transfer	Transfer	Closing	Opening	Transfer	Transfer	Closing
	Balance	to	(from)	Balance	Balance	to	(from)	Balance	Balance	to	(from)	Balance
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Restricted by council												
(a) Leave reserve	339,377	11,843	0	351,220	324,072	15,305	0	339,377	324,072	14,852	0	338,924
(b) Plant reserve	1,339,660	46,771	0	1,386,431	1,066,584	273,076	0	1,339,660	1,066,585	47,996	0	1,114,581
(c) Building reserve	1,228,894	1,042,694	0	2,271,588	2,889,717	359,177	(2,020,000)	1,228,894	2,889,718	130,037	(1,700,000)	1,319,755
(d) Aerodrome reserve	338,582	1,511,815	0	1,850,397	323,313	15,269	0	338,582	323,313	14,549	0	337,862
(e) Sewerage reserve	1,321,196	46,103	0	1,367,299	1,261,614	59,582	0	1,321,196	1,261,614	56,773	0	1,318,387
(f) Mt Hampton / Dalyalbin Water reserve	99,852	10,985	0	110,837	87,643	12,209	0	99,852	87,643	11,444	0	99,087
(g) Sport & Recreation Facility reserve	872	800,000	0	800,872	652,076	30,796	(682,000)	872	652,076	29,343	(622,000)	59,419
(h) Homes for the Aged reserve	459,063	16,019	0	475,082	438,361	20,702	0	459,063	438,360	19,726	0	458,086
(i) Refuse reserve	277,474	9,682	0	287,156	264,961	12,513	0	277,474	264,960	11,923	0	276,883
(j) Community Bus reserve	147,439	5,145	0	152,584	140,790	6,649	0	147,439	140,790	6,336	0	147,126
(k) Museum reserve	36,122	4,261	0	40,383	32,877	3,245	0	36,122	32,876	4,479	0	37,355
(l) Health Services - Capital reserve	242,411	8,459	0	250,870	231,479	10,932	0	242,411	231,479	10,417	0	241,896
(m) HVRUF reserve	2,181,724	626,167	(344,000)	2,463,891	1,754,848	426,876	0	2,181,724	1,754,848	628,968	0	2,383,816
(n) Youth Development reserve	127,396	4,445	0	131,841	121,651	5,745	0	127,396	121,650	5,474	0	127,124
(o) Tourism reserve	290,002	10,120	0	300,122	276,924	13,078	0	290,002	276,924	12,462	0	289,386
(p) Health Services - Operations reserve	124,469	4,343	0	128,812	118,856	5,613	0	124,469	118,856	5,349	0	124,205
(q) Yilgarn Bowls & Tennis Sinking Fund reser	75,765	9,311	0	85,076	65,982	9,783	0	75,765	65,982	9,635	0	75,617
(r) Standpipe Maintenance / Upgrade reserve	228,600	7,977	0	236,577	218,291	10,309	0	228,600	218,291	9,823	0	228,114
(s) Mineral Resources Contribution reserve	1,600,697	55,909	0	1,656,606	1,051,059	549,638	0	1,600,697	1,051,058	47,298	0	1,098,356
(t) Community Enhancement Fund reserve	0	0	0	0	0	0	0	0	0	0	0	0
	10,459,595	4,232,049	(344,000)	14,347,644	#####	1,840,497	(2,702,000)	#####	11,321,095	1,076,884	(2,322,000)	10,075,979

(b) Reserve Accounts - Purposes

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

Reserve name	Anticipated date of use	Purpose of the reserve
Restricted by council		
(a) Leave reserve	Ongoing	To be used to fund Long Service Leave requirements. Council approves the fixing of this Reserve to the level of Long Service Leave liability, recognised as at the 30th June each year, totalling the combined balance of the Current and Non-Current Long Service Leave Liability.
(b) Plant reserve	Ongoing	To be used To fund future maintenance works at the Mt Hampton Dam and Dalyalbin Water Supply Tank via annual contributions from the sale of water from these facilities.
(c) Building reserve	Ongoing	To be used to fund any major maintenance or future construction works required for the Southern Cross Sewerage and Marvel Loch Effluent Waste Water Schemes.
(d) Aerodrome reserve	Ongoing	To be used for major construction and improvements to Council's Buildings.
(e) Sewerage reserve	Ongoing	To be used for the purchase of major plant.
(f) Mt Hampton / Dalyalbin Water reserve	Ongoing	To be used for the upkeep and any major upgrade works to the Southern Cross Airport.
(g) Sport & Recreation Facility reserve	Ongoing	To be used To meet future costs of major works to be carried out at Refuse Disposal Sites within the Shire of Yilgarn. Funds held in this Reserve will provide a buffer in the event of an emergency where a substantial, catastrophic or undesired Refuse Disposal incident was to occur and could not be accommodated within the confines of Council's facilities.
(h) Homes for the Aged reserve	Ongoing	To be used To fund any major projects relating To Recreation within the community.
(i) Refuse reserve	Ongoing	To be used as a conduit for the placement of rental income from all twelve units, providing funding for future redevelopment works at this facility.
(j) Community Bus reserve	Ongoing	To provide a conduit Reserve for the proceeds from the hire of the Yilgarn Community Bus.
(k) Museum reserve	Ongoing	Monies held on behalf of the Yilgarn Historical Museum for their purpose and use as required.
(l) Health Services - Capital reserve	Ongoing	To be used to maintain the Health Service GP practice and associated assets.
(m) HVRUF reserve	Ongoing	To provide adequate disclosure of funds received under the HVRIC and the relevant road funds are expended on.
(n) Youth Development reserve	Ongoing	To be used for the development of Youth in the Yilgarn District.
(o) Tourism reserve	Ongoing	To be used to fund tourism in the Yilgarn District.
(p) Health Services - Operations reserve	Ongoing	To be use when the Shire of Yilgarn is required to take operational control of the Southern Cross GP practice.
(q) Yilgarn Bowls & Tennis Sinking Fund reser	Ongoing	To recognise the Yilgarn Bowls & tennis Clubs contribution to future playing surface upgrades.
(r) Standpipe Maintenance / Upgrade reserve	Ongoing	To be used for major maintenance and upgrades to the Shires standpipe network.
(s) Mineral Resources Contribution reserve	Ongoing	To recognise contributions made by Mineral Resources Limited for the purpose of future remedial road works.

SHIRE OF YILGARN
NOTES TO AND FORMING PART OF THE BUDGET
FOR THE YEAR ENDED 30 JUNE 2026

9. OTHER INFORMATION

The net result includes as revenues

(a) Interest earnings

	2025/26 Budget	2024/25 Actual	2024/25 Budget
	\$	\$	\$
Investments	589,882	752,025	734,449
Late payment of fees and charges *	1,500	1,446	1,000
Other interest revenue	40,000	48,961	40,000
	631,382	802,432	775,449

* The Shire of Yilgarn has resolved to charge interest under section 6.13 for the late payment of any amount of money at 11%.

The net result includes as expenses

(b) Auditors remuneration

Audit services	51,500	50,650	48,000
Other services	7,725	2,500	7,725
	59,225	53,150	55,725

(c) Interest expenses (finance costs)

Borrowings (refer Note 7(a))	57,683	7,293	29,848
	57,683	7,293	29,848

(d) Write offs

General rate	35,000	0	35,000
Fees and charges	5,000	0	5,000
	40,000	0	40,000

(e) Low Value lease expenses

Gymnasium equipment	0	1,217	1,217
	0	1,217	1,217

SHIRE OF YILGARN
NOTES TO AND FORMING PART OF THE BUDGET
FOR THE YEAR ENDED 30 JUNE 2026

10. COUNCIL MEMBERS REMUNERATION

Cr Wayne Della Bosca - Shire President

Shire President Allowance
Meeting attendance fees
Annual allowance for ICT expenses
Travel and accommodation expenses

Cr Bryan Close - Deputy Shire President

Deputy Shire President Allowance
Meeting attendance fees
Annual allowance for ICT expenses
Travel and accommodation expenses

Cr Donna Newbury

Meeting attendance fees
Annual allowance for ICT expenses
Travel and accommodation expenses

Cr Bianca Bradford

Meeting attendance fees
Annual allowance for ICT expenses

Cr Lisa Granich

Meeting attendance fees
Annual allowance for ICT expenses
Travel and accommodation expenses

Cr Linda Rose

Meeting attendance fees
Annual allowance for ICT expenses
Travel and accommodation expenses

Cr Gary Guerini

Meeting attendance fees
Annual allowance for ICT expenses
Travel and accommodation expenses

Total Council Member Remuneration

Shire President Allowance
Deputy Shire President Allowance
Meeting attendance fees
Annual allowance for ICT expenses
Travel and accommodation expenses

2025/26 Budget	2024/25 Actual	2024/25 Budget
\$	\$	\$
13,000	12,000	12,000
9,600	10,800	9,600
1,180	1,180	1,180
500	632	500
24,280	24,612	23,280
3,250	3,000	3,000
6,100	4,800	6,100
1,180	1,180	1,180
0	1,008	0
10,530	9,988	10,280
6,100	4,600	6,100
1,180	1,180	1,180
500	1,155	500
7,780	6,935	7,780
6,100	5,200	6,100
1,180	1,180	1,180
7,280	6,380	7,280
6,100	5,000	6,100
1,180	1,180	1,180
500	337	500
7,780	6,517	7,780
6,100	5,200	6,100
1,180	1,180	1,180
2,500	2,871	2,500
9,780	9,251	9,780
6,100	5,200	6,100
1,180	1,180	1,180
1,500	1,944	1,500
8,780	8,324	8,780
76,210	72,007	74,960
13,000	12,000	12,000
3,250	3,000	3,000
46,200	40,800	46,200
8,260	8,260	8,260
5,500	7,947	5,500
76,210	72,007	74,960

SHIRE OF YILGARN
NOTES TO AND FORMING PART OF THE BUDGET
FOR THE YEAR ENDED 30 JUNE 2026

11. TRUST FUNDS

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

Detail	Balance 30 June 2025	Estimated amounts received	Estimated amounts paid	Estimated balance 30 June 2026
	\$	\$	\$	\$
Police Licensing	759	0	0	759
Builders Levy	16,673	22,016	(10,251)	28,438
Council Nominations	100	0	0	100
Transwa Bookings	3,046	0	0	3,046
Housing Tenancy Bonds	4,540	0	(300)	4,240
Hall Hire Bonds	1,115	0	0	1,115
Security Key System Bonds	1,830	0	0	1,830
Clubs & Groups	110	0	0	110
Third Party Contributions	6,338	0	0	6,338
Rates Overpaid	15,926	4,950	(4,829)	16,047
	50,437	26,966	(15,380)	62,023

SHIRE OF YILGARN
NOTES TO AND FORMING PART OF THE BUDGET
FOR THE YEAR ENDED 30 JUNE 2026

12. REVENUE AND EXPENDITURE

(a) Revenue and Expenditure Classification

REVENUES

RATES

All rates levied under the *Local Government Act 1995*. Includes general, differential, specific area rates, minimum payment, interim rates, back rates, ex-gratia rates, less discounts offered.

Exclude administration fees, interest on instalments, interest on arrears, service charges and sewerage rates.

GRANTS, SUBSIDIES AND CONTRIBUTIONS

All amounts received as grants, subsidies and contributions that are not capital grants.

CAPITAL GRANTS, SUBSIDIES AND CONTRIBUTIONS

Amounts received specifically for the acquisition, construction of new or the upgrading of non-current assets paid to a local government, irrespective of whether these amounts are received as capital grants, subsidies, contributions or donations.

REVENUE FROM CONTRACTS WITH CUSTOMERS

Revenue from contracts with customers is recognised when the local government satisfies its performance obligations under the contract.

FEES AND CHARGES

Revenues (other than service charges) from the use of facilities and charges made for local government services, sewerage rates, rentals, hire charges, fee for service, photocopying charges, licences, sale of goods or information, fines, penalties and administration fees.

Local governments may wish to disclose more detail such as rubbish collection fees, rental of property, fines and penalties, other fees and charges.

SERVICE CHARGES

Service charges imposed under *Division 6 of Part 6 of the Local Government Act 1995*. Regulation 54 of the *Local Government (Financial Management) Regulations 1996* identifies the charges which can be raised. These are television and radio broadcasting, underground electricity and neighbourhood surveillance services and water.

Exclude rubbish removal charges which should not be classified as a service charge. Interest and other items of a similar nature received from bank and investment accounts, interest on rate instalments, interest on rate arrears and interest on debtors.

INTEREST REVENUE

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

OTHER REVENUE / INCOME

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

PROFIT ON ASSET DISPOSAL

Gain on the disposal of assets including gains on the disposal of long-term investments.

EXPENSES

EMPLOYEE COSTS

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

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

MATERIALS AND CONTRACTS

All expenditures on materials, supplies and contracts not classified under other headings. These include supply of goods and materials, legal expenses, consultancy, maintenance agreements, communication expenses (such as telephone and internet charges), advertising expenses, membership, periodicals, publications, hire expenses, rental, leases, postage and freight etc.

Local governments may wish to disclose more detail such as contract services, consultancy, information technology and rental or lease expenditures.

UTILITIES (GAS, ELECTRICITY, WATER)

Expenditures made to the respective agencies for the provision of power, gas or water.

Exclude expenditures incurred for the reinstatement of roadwork on behalf of these agencies.

INSURANCE

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

LOSS ON ASSET DISPOSAL

Loss on the disposal of fixed assets.

DEPRECIATION ON NON-CURRENT ASSETS

Depreciation and amortisation expenses raised on all classes of assets.

FINANCE COSTS

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

OTHER EXPENDITURE

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

SHIRE OF YILGARN
NOTES TO AND FORMING PART OF THE BUDGET
FOR THE YEAR ENDED 30 JUNE 2026

12. REVENUE AND EXPENDITURE

(b) Revenue Recognition

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

Revenue Category	Nature of goods and services	When obligations typically satisfied	Payment terms	Returns/Refunds/Warranties	Timing of Revenue recognition
Grant contracts with customers	Community events, minor facilities, research, design, planning evaluation and services	Over time	Fixed terms transfer of funds based on agreed milestones and reporting	Contract obligation if project not complete	Output method based on project milestones and/or completion date matched to performance obligations as inputs are shared
Licences/ Registrations/ Approvals	Building, planning, development and animal management, having the same nature as a licence regardless of naming.	Single point in time	Full payment prior to issue	None	On payment and issue of the licence, registration or approval
Waste management entry fees	Waste treatment, recycling and disposal service at disposal sites	Single point in time	Payment in advance at gate or on normal trading terms if credit provided	None	On entry to facility
Airport landing charges	Permission to use facilities and runway	Single point in time	Monthly in arrears	None	On landing/departure event
Fees and charges for other goods and services	Cemetery services, library fees, reinstatements and private works	Single point in time	Payment in full in advance	None	Output method based on provision of service or completion of works
Sale of stock	Aviation fuel, kiosk and visitor centre stock	Single point in time	In full in advance, on 15 day credit	Refund for faulty goods	Output method based on goods

SHIRE OF YILGARN

NOTES TO AND FORMING PART OF THE BUDGET

FOR THE YEAR ENDED 30 JUNE 2026

13. PROGRAM INFORMATION

Key Terms and Definitions - Reporting Programs

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

OBJECTIVE

ACTIVITIES

Governance

To provide a decision making process for the efficient allocation of scarce resources.

Includes the activities of members of council and the administrative support available to the council for the provision of governance of the district. Other costs relate to the task of assisting elected members and ratepayers on matters which do not concern specific council services.

General purpose funding

To collect revenue to allow for the provision of services.

Rates, general purpose government grants and interest revenue.

Law, order, public safety

To provide services to help ensure a safer and environmentally conscious community.

Supervision and enforcement of various local laws relating to fire prevention and animal control.

Health

To provide an operational framework for environmental and community health.

Inspection of food outlets and their control, provision of meat inspection services, noise control and waste disposal compliance.

Education and welfare

To provide services to disadvantaged persons, the elderly, children and youth.

Maintenance of child minding centre, playgroup centre, senior citizen centre. Provision and maintenance of Homes for the Aged.

Housing

To provide and maintain Staff and general housing.

Provision and maintenance of Staff and general housing.

Community amenities

To provide services required by the community.

Rubbish collection services, operation of rubbish disposal sites, litter control, construction and maintenance of urban storm water drains, protection of the environment and administration of town planning schemes, cemetery and public conveniences.

Recreation and culture

To establish and effectively manage infrastructure and resource which will help the social well being of the community.

Maintenance of public halls, civic centres, aquatic centre, beaches, recreation centres and various sporting facilities. Provision and maintenance of parks, gardens and playgrounds. Operation of library, museum and other cultural facilities.

Transport

To provide safe, effective and efficient transport services to the community

Construction and maintenance of roads, streets, footpaths, depots, cycleways, parking facilities and traffic control. Cleaning of streets and maintenance of street trees, street lighting etc.

Economic services

To help promote the shire and its economic wellbeing.

Tourism and area promotion including the maintenance and operation of a caravan park. Provision of rural services including weed control, vermin control, standpipes and building control.

Other property and services

To monitor and control council's overheads operating accounts.

Private works operation, plant repair and operation costs and engineering operation costs.

SHIRE OF YILGARN
 NOTES TO AND FORMING PART OF THE BUDGET
 FOR THE YEAR ENDED 30 JUNE 2026

14. FEES AND CHARGES

	2025/26 Budget	2024/25 Actual	2024/25 Budget
	\$	\$	\$
By Program:			
General purpose funding	8,500	21,940	8,500
Law, order, public safety	4,750	2,384	4,750
Health	1,500	768	1,500
Education and welfare	74,480	74,374	77,600
Housing	69,160	65,335	84,240
Community amenities	767,478	818,269	731,198
Recreation and culture	12,650	39,670	12,650
Transport	35,450	165,858	85,450
Economic services	1,048,770	1,143,902	998,770
Other property and services	56,129	117,138	56,129
	2,078,867	2,449,638	2,060,787

The subsequent pages detail the fees and charges proposed to be imposed by the local government.

SHIRE OF YILGARN

2025 - 2026 FEES AND CHARGES

Function	Description	Fee	GST	Total
GENERAL PURPOSE FUNDING				
<u>Rates</u>				
	Admin Fee - Caveat Lodgement	29.09	2.91	32.00
	Admin Fee - Rates Recovery from Rent	29.09	2.91	32.00
	Admin Fee - Refund of Overpayments	59.09	5.91	65.00
	Rate Enquiry Fees - Property Information Reports	90.00	9.00	99.00
	Rate Notice Copy	15.00	1.50	16.50
	Rate Enquiry	33.64	3.36	37.00
	Rates Database Extract	14.55	1.45	16.00
	Title Search	40.00	4.00	44.00
<u>Freedom of Information</u>				
	Application Fee - FOI (personal)			No Charge
	Application Fee - FOI (non-personal)	30.00	0.00	30.00
	Staff Time Dealing with Application - Per Hour	30.00	0.00	30.00
	Staff Supervised Access to Information - Per Hour	30.00	0.00	30.00
	Photocopying - as per fees listed in CRC printing section			
	Delivery, Packaging & Postage			At Cost
<u>Other</u>				
	Interest on Outstanding Standard Debtors (60+ Days overdue)			11.00%
	Standard Debtors Installment Fee	10.00	1.00	11.00
	Copy of State Electoral Roll	19.09	1.91	21.00
	Dishonoured Cheque Fee	19.09	1.91	21.00
	Local Authority Vehicle Licence Plates	Department of Transport Cost + \$50		
	Bullfinch Book	33.64	3.36	37.00
	Koolyanobbing Book	33.64	3.36	37.00
	Yilgarn History Book	38.18	3.82	42.00
	Before Coolgardie II	36.36	3.64	40.00
	Vultee Vengeance Book - Soft Cover	28.18	2.82	31.00
	Yellowdine Book	29.09	2.91	32.00
	Books - Postage Charge	13.64	1.36	15.00
	Wheatbelt Visitors Centre - Wholesale			
	Koolyanobbing Book	20.45	2.05	22.50
	Vultee Vengeance Book - Soft Cover	16.91	1.69	18.60
	Yellowdine Book	17.45	1.75	19.20
LAW ORDER AND PUBLIC SAFETY				
<u>Dog & Cat Poundage</u>				
	Poundage / Sustenance - per day or part thereof	20.00	2.00	22.00
	Impounding Fee	68.18	6.82	75.00
	Release Fee	45.45	4.55	50.00
	Animal Destruction	40.91	4.09	45.00
* All Poundage & Registration Fees (if any) are to be paid in full prior to release. * Poundage & Registration Fees will be waived if animal is surrendered for rehousing.				
<u>Dog Registration - as per the Dog Act 1976</u>				
	Annual (Unsterilised)	50.00	0.00	50.00
	Tri-Annual	120.00	0.00	120.00
	Lifetime	250.00	0.00	250.00
	Annual (Sterilised)	20.00	0.00	20.00
	Tri-Annual	42.50	0.00	42.50
	Lifetime	100.00	0.00	100.00
* Pensioners (50% of applicable fee charged) * Bona fide use in the droving or tending of stock (25% of applicable fee charged)				

SHIRE OF YILGARN

2025 - 2026 FEES AND CHARGES

Function	Description	Fee	GST	Total
	Kennel Annual Fee	200.00	0.00	200.00
	<u>Cat Registration - as per the Cat Act 2011</u>			
	Annual (Sterilised)	20.00	0.00	20.00
	- 50% if first registration and application made after 31 May			
	Tri-Annual	42.50	0.00	42.50
	Lifetime	100.00	0.00	100.00
	Pensioners (50% of fee charged)			
	Application or Renewal of Approval to Breed Cats - fee per breeding cat	100.00	0.00	100.00
HEALTH				
	<u>Shire of Yilgarn Health local laws 1997</u>			
	Lodging house registration	180.00	0.00	180.00
	Itinerant food vendors license- Annual	180.00	0.00	180.00
	Itinerant food vendors license - Daily	10.00	0.00	10.00
	<u>Liquor and Gaming</u>			
	Cert. of Local Authority - Section 39 - Liquor	60.00	0.00	60.00
	Cert. of Planning Authority - Section 40 - Liquor	60.00	0.00	60.00
	Cert. of Local Authority - Section 55 - Gaming	60.00	0.00	60.00
	<u>Offensive Trades</u>			
	As set by the Offensive Trades (Fees) Regulations 1976			
	<u>Health (Public Building) Regulations 1992</u>			
	Low Risk Public Building Application	90.00	0.00	90.00
	Medium Risk Public Building Application	180.00	0.00	180.00
	High Risk Public Building Application	832.00	0.00	832.00
	<u>Food Act 2008</u>			
	Notification of a Non-Exempt Food Business	60.00	0.00	60.00
<i>(Source: Health Department Schedule of Local Government Fees and Charges)</i>				
EDUCATION AND WELFARE				
	<u>SOUTHERN CROSS COMMUNITY RESOURCE CENTRE</u>			
	<u>Photocopying / printing - black (per page)</u>			
	A5 single sided	0.14	0.01	0.15
	A5 double sided	0.18	0.02	0.20
	A4 single sided	0.27	0.03	0.30
	A4 double sided	0.36	0.04	0.40
	A3 single sided	0.55	0.05	0.60
	A3 double sided	0.73	0.07	0.80
	A5 nonstandard paper (per side)	0.27	0.03	0.30
	A4 nonstandard paper (per side)	0.55	0.05	0.60
	Over 150 copies A5 single sided	0.05	0.00	0.05
	Over 150 copies A5 double sided	0.09	0.01	0.10
	Over 150 copies A4 single sided	0.18	0.02	0.20
	Over 150 copies A4 double sided	0.27	0.03	0.30
	Over 150 copies A3 single sided	0.45	0.05	0.50
	Over 150 copies A3 double sided	0.64	0.06	0.70
	<u>Photocopying / printing - colour (per page)</u>			
	A5 single sided	0.45	0.05	0.50
	A5 double sided	0.68	0.07	0.75

SHIRE OF YILGARN

2025 - 2026 FEES AND CHARGES

Function	Description	Fee	GST	Total
	A4 single sided	0.91	0.09	1.00
	A4 double sided	1.36	0.14	1.50
	A3 single sided	1.82	0.18	2.00
	A3 double sided	2.55	0.25	2.80
	A5 nonstandard paper (per side)	0.73	0.07	0.80
	A4 nonstandard paper (per side)	1.45	0.15	1.60
	Over 150 copies A5 single sided	0.36	0.04	0.40
	Over 150 copies A5 double sided	0.59	0.06	0.65
	Over 150 copies A4 single sided	0.82	0.08	0.90
	Over 150 copies A4 double sided	1.27	0.13	1.40
	Over 150 copies A3 single sided	1.73	0.17	1.90
	Over 150 copies A3 double sided	2.45	0.25	2.70
<i><u>Large format printing / scanning (up to 36" wide) - per ½ metre or part thereof</u></i>				
	Printing - schematics & line drawings (Black)	10.91	1.09	12.00
	Printing - posters & pictures (Black)	22.73	2.27	25.00
	Printing - schematics & line drawings (Colour)	16.36	1.64	18.00
	Printing - posters & pictures (Colour)	31.82	3.18	35.00
	Scanning - per ½ metre	4.55	0.45	5.00
<i><u>Laminating</u></i>				
	Business Card	0.91	0.09	1.00
	A4	1.82	0.18	2.00
	A3	2.73	0.27	3.00
<i>* Photocopying / printing cost not included.</i>				
<i><u>Facsimile</u></i>				
	Facsimile first page	1.36	0.14	1.50
	Per page thereafter	0.91	0.09	1.00
<i><u>Binding</u></i>				
	A4 booklet 1-150 pages	3.18	0.32	3.50
	A4 booklet over 150 pages	4.09	0.41	4.50
<i><u>Internet Usage</u></i>				
	15 minutes	1.82	0.18	2.00
	15 - 30 minutes	3.64	0.36	4.00
	30 minutes to 1 hour	5.45	0.55	6.00
<i><u>Secretarial Services</u></i>				
	15 minutes	13.64	1.36	15.00
	15 - 30 minutes	27.27	2.73	30.00
	1 Hour	54.55	5.45	60.00
<i>* Photocopying / printing, faxing, scanning and emailing cost not included.</i>				
<i><u>Video Conferencing</u></i>				
	Video Conference link-up - per hour	45.45	4.55	50.00
<i><u>Conference Room Hire</u></i>				
	Per hour (1 - 3 hours or part thereof)	18.18	1.82	20.00
	Per day	63.64	6.36	70.00
	Late cancellation fee	18.18	1.82	20.00

SHIRE OF YILGARN

2025 - 2026 FEES AND CHARGES

Function	Description	Fee	GST	Total
<i>Additional to Conference Room rates</i>				
	Internet access (per hour)	4.55	0.45	5.00
	Internet access (per day)	27.27	2.73	30.00
<u>Scanning</u>				
	A4 & email/ save on own USB or CD/DVD per page	0.27	0.03	0.30
	A3 & email/ save on own USB or CD/DVD per page	0.55	0.05	0.60
	CD media	1.36	0.14	1.50
* Photocopying / printing cost not included.				
<u>Exam Supervision</u>				
	Per hour or part thereof	54.55	5.45	60.00
<u>Disks Services (per disk)</u>				
	CD & DVD Duplication (CD supplied not DVD)	2.73	0.27	3.00
* No items under copyright will be duplicated.				
<u>Crosswords Advertising - Businesses outside Shire of Yilgarn</u>				
<i>Black / white</i>				
	Full page A4	31.82	3.18	35.00
	Full page A4 with typesetting	50.00	5.00	55.00
	Half page A5	18.18	1.82	20.00
	Half page A5 with typesetting	27.27	2.73	30.00
	¼ page	13.64	1.36	15.00
	¼ page with typesetting	22.73	2.27	25.00
<i>Colour</i>				
	Full page A4	145.45	14.55	160.00
	Full page A4 with typesetting	163.64	16.36	180.00
	Half page A5	81.82	8.18	90.00
	Half page A5 with typesetting	90.91	9.09	100.00
	¼ page	45.45	4.55	50.00
	¼ page with typesetting	54.55	5.45	60.00
<u>Crosswords Advertising - Not for-profit & local businesses</u>				
<i>Black / white</i>				
	Full page A4	27.27	2.73	30.00
	Full page A4 with typesetting	45.45	4.55	50.00
	Half page A5	13.64	1.36	15.00
	Half page A5 with typesetting	16.36	1.64	18.00
	¼ page	9.09	0.91	10.00
	¼ page with typesetting	13.64	1.36	15.00
<i>Colour</i>				
	Full page A4	118.18	11.82	130.00
	Full page A4 with typesetting	145.45	14.55	160.00
	Half page A5	63.64	6.36	70.00
	Half page A5 with typesetting	81.82	8.18	90.00
	¼ page	31.82	3.18	35.00
	¼ page with typesetting	36.36	3.64	40.00
<u>Crosswords Classified lineage</u>				
	Real Estate, Garage Sales, Employment max 6 lines	7.27	0.73	8.00

SHIRE OF YILGARN

2025 - 2026 FEES AND CHARGES

Function	Description	Fee	GST	Total
<u>Free Advertising</u>				
	Community Notices (Community Events, Community Group Notices, Health Services, Dog Bating, Volunteers needed etc.) Including Birthdays, Births, Deaths, Thanks, Congratulations, Gotchas, Raffle Results, Business Hours / Disruptions, Wanted adverts.			Free
* Size and availability of free advertising at the discretion of Editor				
<u>Crossword</u>				
	Per issue	0.91	0.09	1.00
	Annual mail subscription	90.91	9.09	100.00
	Online subscription (delivery via email)			Free
<u>Community Directory - Advertising</u>				
	Full Page - Glossy colour - Back cover	318.18	31.82	350.00
	Full Page - Glossy colour - Inside cover	318.18	31.82	350.00
	Full Page - Black & White - Inside book	209.09	20.91	230.00
	Half Page - Glossy colour - Inside & Back cover (excl, front cover)	245.45	24.55	270.00
	Half Page - Black & White - Inside book	190.91	19.09	210.00
	Quarter Page (Horizontal) - Glossy colour - Inside cover	200.00	20.00	220.00
	Quarter Page - Glossy colour - Inside cover	200.00	20.00	220.00
	Quarter Page - Black & White - Inside book	163.64	16.36	180.00
	Eighth Page - Black & White - Inside book	118.18	11.82	130.00
	Community phone directory	4.55	0.45	5.00
* 1st copy of phone directory free per household and charges apply thereafter				
<u>Shire Calendar - Advertising</u>				
	1 Ad	45.45	4.55	50.00
	2 Ads	81.82	8.18	90.00
	3 Ads	109.09	10.91	120.00
<u>Area Promotions Materials</u>				
	Post Cards, Stickers & Magnets			As Marked
<u>Library</u>				
	Membership permanent resident			Free
	Membership temporary residents			Free
	Overdue notice (First free, charges apply thereafter)	5.00	0.50	5.50
	Bond for temporary residents	25.00	0.00	25.00

HOUSING

Rental Rates per Week

Council Staff Housing - By negotiation up to	120.00	0.00	120.00
Council Staff - Unit Housing - 91A-C Antares St	60.00	0.00	60.00
Housing - Medical Services			
- 35 Taurus Street (Doctor)			Free
Homes for the Aged - Units 1 to 4	55.00	0.00	55.00
Homes for the Aged - Units 5 to 8	75.00	0.00	75.00
Homes for the Aged - Units 9 to 12	120.00	0.00	120.00
50 Antares Street - Units 1 to 4	250.00	0.00	250.00
Cleaning Fee (If required on tenant vacating premises) - per hour or part thereof.	77.27	7.73	85.00

* General Shire housing stock may be rented at the discretion of the CEO for a negotiated weekly rental

* A bond equivalent to four times the weekly rent is payable on all Council houses and units

SHIRE OF YILGARN

2025 - 2026 FEES AND CHARGES

Function	Description	Fee	GST	Total
<u>Professional Housing</u>				
Daily Rate				
	13 Libra Place (East)	55.00	0.00	55.00
	13 Libra Place (West)	55.00	0.00	55.00
	11 Antares Street	55.00	0.00	55.00
Weekly Rate				
	13 Libra Place (East)	250.00	0.00	250.00
	13 Libra Place (West)	250.00	0.00	250.00
	11 Antares Street	250.00	0.00	250.00
* The CEO is authorised to negotiate a suitable rental rate if deemed necessary.				
	Cleaning Fee (If required on tenant vacating premises) - per hour or part thereof.	77.27	7.73	85.00
COMMUNITY AMENITIES				
<u>Rubbish Collection - Sale of 240 litre Sulo Bin</u>				
	Kerb side waste collection	As determined annually by Council		
* Note: 240 ltr bins; First collection - GST free				
	240 ltr Rubbish Bins - sale of	At Cost + Admin Charge		
	240 ltr Rubbish Bins Spare Parts (Lids, Wheels etc) - sale of (If Available)	At Cost + Admin Charge		
<u>Refuse Disposal</u>				
	Controlled Liquid Waste (K210, K110) - per litre	0.12	0.01	0.13
	Asbestos Containing Material - per cubic metre	72.73	7.27	80.00
	Commercial Waste - per cubic metre	45.45	4.55	50.00
	Commercial Green Waste - per cubic metre			Free
	Tyres - Small - Passenger/Motorbike (each)	13.64	1.36	15.00
	Tyres - Medium - 4WD, SUV (each)	18.18	1.82	20.00
	Tyres - Large - Truck (each)	40.91	4.09	45.00
	Tyres - Large - Truck - Super Single (each)	81.82	8.18	90.00
	Tyres - Large - Tractor / Earth Mover - up to 1m (each)	163.64	16.36	180.00
	Tyres - Large - Tractor / Earth Mover - 1m to 2m (each)	313.64	31.36	345.00
	Tyres - Large - Tractor / Earth Mover - greater than 2m (each)	472.73	47.27	520.00
	Opening outside of normal operating hours (minimum charge, waste charges additional)	150.00	15.00	165.00
	Local residential waste - during open hours			Free
* Metres ³ will be measured onsite				
<u>Southern Cross Cemetery</u>				
	Grant of Right of Burial	250.00	0.00	250.00
	Grant of Right of Burial - Niche Wall	100.00	0.00	100.00
	Renewal of Grant of Right of Burial	100.00	0.00	100.00
	Transfer of Grant of Right of Burial	30.00	0.00	30.00
	Copy of Grant of Right of Burial	30.00	0.00	30.00
	Interment of Adult	400.00	40.00	440.00
	Digging Deeper Grave / Oversized Casket (in addition to applicable Interment Fee)	122.73	12.27	135.00
	Interment of child under 7 yrs	231.82	23.18	255.00
	Interment of stillborn	177.27	17.73	195.00
	Interment of ashes	60.00	6.00	66.00
	Reopening of adult grave	381.82	38.18	420.00
	Reopening of child grave	272.73	27.27	300.00
	Reopening of stillborn grave	218.18	21.82	240.00
	Interment without due notice (in addition to applicable Interment Fee)	163.64	16.36	180.00
	Interment outside normal working hours (in addition to applicable Interment Fee)	150.00	15.00	165.00
	Late arrivals - per hour (in addition to applicable Interment Fee)	45.45	4.55	50.00
	Exhumations	381.82	38.18	420.00
	Permission to erect headstone	28.18	2.82	31.00
	Permission to erect monument	47.27	4.73	52.00

SHIRE OF YILGARN

2025 - 2026 FEES AND CHARGES

Function	Description	Fee	GST	Total
	Permission to erect nameplate	10.00	1.00	11.00
	Funeral Directors Annual License	200.00	0.00	200.00
	Funeral Directors Single License	40.00	0.00	40.00
	Single Niche placement (If Shire Staff assistance required)	36.36	3.64	40.00
	Double Niche placement (If Shire Staff assistance required)	36.36	3.64	40.00
	Masons Licence - Annual	100.00	0.00	100.00
	Masons Licence - Single	50.00	0.00	50.00

Sewerage Applications

Fees set by Health (Treatment of Sewage and Disposal of Effluent and Liquid Waste) Regulations 1974

Planning Scheme Amendment Fees - Local Government Fees Only

Minor Town Planning Scheme Amendments, including rezoning or lots when not included as part of a LG amendment - use scale of fees or use average of \$2,000 plus cost for preparing amendment documentation (if applicable)	2,000.00	0.00	2,000.00
Major Town Planning Scheme Amendments, including Lot Subdivision for 10 or more lots, when not included as part of a LG amendment - use scale of fees or use average of \$4,000 plus cost of preparing amendment documentation (if applicable)	4,000.00	0.00	4,000.00

Planning Application Fees

Maximum Fees set by Planning and Development Regulations 2009

RECREATION AND CULTURE

Annual Fees

Southern Cross Football Club	3,272.73	327.27	3,600.00
Yilgarn Cricket Association	1,409.09	140.91	1,550.00
Yilgarn Basketball Association (outdoor courts ex Lounge)	600.00	60.00	660.00
Yilgarn Basketball Association (indoor courts inc Lounge)	1,409.09	140.91	1,550.00
Yilgarn Netball Association (outdoor courts ex Lounge)	600.00	60.00	660.00
Yilgarn Netball Association (indoor courts inc Lounge)	1,409.09	140.91	1,550.00
Yilgarn Ladies Darts Association (inc Lounge)	1,409.09	140.91	1,550.00
Southern Cross Golf Club	545.45	54.55	600.00
Yilgarn Bowls & Tennis Clubrooms	1,409.09	140.91	1,550.00

* Annual Fees include uses such as Club Meetings during the relevant season, Club AGM's & Presentation Nights. Annual Fees **DO NOT** include general usage outside of the relevant season. i.e. Club Fundraising Events.

HIRE OF PUBLIC BUILDINGS & GROUNDS

The Shire of Yilgarn discourages applications for waivers of fees and charges, especially for proponents that have operating budgets. Local community non-profit proponents have access to the Shire's annual Community Funding Program.

In extenuating circumstances, proponents may submit a proposal to the Shire for funding, however submissions will need to be accompanied by a business case/community benefit assessment for the funding and provide relevant financial documentation detailing the proponents financial position and justification for seeking assistance. Any funding provided by the Shire will be via a written agreement, including any terms and conditions considered necessary by Council.

Community Centre / Halls

Foyer only per day	90.91	9.09	100.00
Foyer only half day	63.64	6.36	70.00
Kitchen only flat rate	63.64	6.36	70.00
Private function per day	209.09	20.91	230.00
Private function half a day	145.45	14.55	160.00
Commercial function per day	304.55	30.45	335.00
Commercial function half day	181.82	18.18	200.00

SHIRE OF YILGARN

2025 - 2026 FEES AND CHARGES

Function	Description	Fee	GST	Total
	Bond (refundable)	300.00	0.00	300.00
	Extra Cleaning Fee per hour or part thereof (minimum 2 hours)	77.27	7.73	85.00
	* Half Day = 4 hrs			
	<u>Senior Citizens Centre</u>			
	Private & Corporate Functions - Maximum Charge	318.18	31.82	350.00
	Bond (refundable)	300.00	0.00	300.00
	* Hire & Charge Rate at CEO's discretion			
	<u>Yilgarn Recreation Centre</u>			
	Main Lounge			
	Private function - per day			
	Lounge only	63.64	6.36	70.00
	Bar & Lounge only	113.64	11.36	125.00
	Lounge, Kitchen & Bar	163.64	16.36	180.00
	Private function - per half day			
	Lounge only	40.91	4.09	45.00
	Bar & Lounge only	86.36	8.64	95.00
	Lounge, Kitchen & Bar	109.09	10.91	120.00
	Commercial function - per day			
	Lounge only	136.36	13.64	150.00
	Bar & Lounge only	227.27	22.73	250.00
	Lounge, Kitchen & Bar	318.18	31.82	350.00
	Commercial function - per half day			
	Lounge only	81.82	8.18	90.00
	Bar & Lounge only	150.00	15.00	165.00
	Lounge, Kitchen & Bar	250.00	25.00	275.00
	Viewing Lounge			
	Private function per day	131.82	13.18	145.00
	Private function half day	86.36	8.64	95.00
	Private function per hour	31.82	3.18	35.00
	Commercial function per day	168.18	16.82	185.00
	Commercial function half a day	118.18	11.82	130.00
	Commercial function per hour	36.36	3.64	40.00
	Indoor Sports Court - incl. change rooms			
	Indoor Court - per hour (ex Lounge)	27.27	2.73	30.00
	Indoor Court - per day (ex Lounge)	95.45	9.55	105.00
	Outdoor Oval & Sports Courts			
	Sports Oval Hire - per day	409.09	40.91	450.00
	Outdoor Courts - per hour	27.27	2.73	30.00
	Outdoor Courts - per day	95.45	9.55	105.00
	* Outdoor Oval & Courts Charges only applicable if exclusive use required			
	* Charges NOT applicable to groups/clubs who pay an annual usage fee during applicable sporting season			
	Bond complex (refundable)	300.00	0.00	300.00
	Bond grounds (refundable)	515.00	0.00	515.00
	Extra Cleaning Fee per hour or part thereof (min 2 hours) - Indoor Facilities ONLY	77.27	7.73	85.00
	<u>Hire of chairs & tables - Per Day (From Recreation Complex only)</u>			
	Chairs - stack of 10	9.09	0.91	10.00
	Table each	4.55	0.45	5.00
	* Pick up & return hirers responsibility.			

SHIRE OF YILGARN

2025 - 2026 FEES AND CHARGES

Function	Description	Fee	GST	Total
<u>Community Bus Hire Rates</u>				
Community Bus				
	Not for Profit Organisation - per km (including fuel)	0.60	0.06	0.66
	Commercial / For Profit Organisations - per km (excluding fuel)	0.90	0.09	0.99
	State or Federal Funded Organisation - per km (excluding fuel)	0.90	0.09	0.99
	Community Bus Trailer - per day (All Hire Types)	50.00	5.00	55.00
	Cleaning Charge (If Not Cleaned)	409.09	40.91	450.00
	Hire Bond - Refundable	300.00	0.00	300.00
* Commercial Hire: Subject to CEO's Approval				
<u>Security Key System</u>				
	Bond required for individual keys (refundable)	50.00	0.00	50.00
<u>Swimming Pool Admission</u>				
	General Admission			Free
	Lane Hire per hour	20.00	2.00	22.00
	Private Hire per hour	145.45	14.55	160.00
<u>Trading In Thoroughfares and Public Places</u>				
	Application for Stallholder permit (inc 1 day operations)	45.45	4.55	50.00
	Stallholder permit - Daily fee	27.27	2.73	30.00
	Application for Traders permit (inc 1 day operations)	45.45	4.55	50.00
	Traders permit - Daily fee	27.27	2.73	30.00
TRANSPORT				
<u>Aerodrome</u>				
	Aircraft Annual landing fees (local)	150.00	15.00	165.00
	Aircraft landing (per tonne rounded up)	15.91	1.59	17.50
	Passenger Fee (Incoming & Outgoing)	27.27	2.73	30.00
<u>Other</u>				
	Sale of Gravel & Sand - per cubic metre	30.00	3.00	33.00
	Sale of Aggregate	At Cost + Admin Charge		
* Delivery Additional to Above Fees				
ECONOMIC SERVICES				
<u>Building Permit Fees</u>				
	As set by Building Regulations 2013			
<u>Building Services levy</u>				
	As set by Building Services (Complaint Resolution and Administration) Regulations 2011			
<u>Building and Construction Industry Training Fund</u>				
	As set by Building and Construction Industry Training Fund and Levy Collection Act 1990			
<u>Land leases - Annual - Payable by 1 July -</u>				
	Horse Agistment Leases - Annual (per yard)	150.00	15.00	165.00
	Lots 36 & 44 - Cropping	2,000.00	200.00	2,200.00
	Airport - Cropping	454.55	45.45	500.00

SHIRE OF YILGARN

2025 - 2026 FEES AND CHARGES

Function	Description	Fee	GST	Total
<i>Water Charges (per kilolitre)</i>				
	Domestic use from Standpipes (On Application) ¹			No Charge
1. <i>Water Usage to the Value of \$1,200 Annually - No Charge, Thereafter at applicable normal Standpipe Charge rates.</i>				
Dulyalbin Tank				
	Water used for stock & spraying (Non-Potable)	1.30	0.00	1.30
Mt Hampton Dam				
	Water used for stock & spraying (Non-Potable)	0.67	0.00	0.67
Standpipes				
	Beaton - 50mm	10.19	0.00	10.19
	Bodallin - 50mm	10.19	0.00	10.19
	Bodallin - 25mm	3.44	0.00	3.44
	Bullfinch - 50mm	10.19	0.00	10.19
	Bullfinch - 25mm	3.44	0.00	3.44
	Castor - 25mm	3.44	0.00	3.44
	Garrett - 50mm	10.19	0.00	10.19
	Gatherer - 50mm	10.19	0.00	10.19
	Ghooli - 50mm	10.19	0.00	10.19
	Koolyanobbing - 50mm	10.19	0.00	10.19
	Marvel Loch - 50mm	10.19	0.00	10.19
	Moorine Rock - 50mm	10.19	0.00	10.19
	Moorine Rock - 25mm	3.44	0.00	3.44
	Noongar - 50mm	10.19	0.00	10.19
	Noongar - 25mm	3.44	0.00	3.44
	North Bodallin - 40mm	10.19	0.00	10.19
	O'Neils - 25mm	3.44	0.00	3.44
	Perilya - 50mm	10.19	0.00	10.19
* <i>High Flow Standpipes are 40mm and above, Low Flow are less than 40mm</i>				
	Standpipe Swipe Card (per card)	18.18	1.82	20.00
* <i>Standpipe water charges subject to change at any time due to changes in supply costs.</i>				
<u>CARAVAN PARK & TOURIST ACCOMMODATION</u>				
	Sandalwood Lodge - A Rooms (Per night)	118.18	11.82	130.00
	Sandalwood Lodge - Family Room (Per night)	172.73	17.27	190.00
	Sandalwood Lodge - B Rooms (Per night)	100.00	10.00	110.00
	Kurrajong Double or Single Room (Per Night)	86.36	8.64	95.00
	Kurrajong - Family Room (Per night)	131.82	13.18	145.00
	Self Contained 2 x 1 Park Cabins (Per Night)	227.27	22.73	250.00
	Powered Caravan Sites - First 2 Guests (Per night)	31.82	3.18	35.00
	Powered Caravan Sites - Additional Person (Per night)	4.55	0.45	5.00
	Powered Caravan Sites - First 2 Guests (Per week)	190.91	19.09	210.00
	Powered Caravan Sites - Additional Person (Per week)	27.27	2.73	30.00
	Unpowered Caravan Sites - First 2 Guests (Per night)	14.55	1.45	16.00
	Unpowered Caravan Sites - Additional Person (Per night)	4.55	0.45	5.00
	Unpowered Caravan Sites - First 2 Guests (Per week)	87.27	8.73	96.00
	Unpowered Caravan Sites - Additional Person (Per week)	27.27	2.73	30.00
	Coin Operated Laundry Facilities - Washing Machine (Per cycle)	3.64	0.36	4.00
	Coin Operated Laundry Facilities - Dryer (Per cycle)	3.64	0.36	4.00
	Showers - Itinerant Use (Per person per use)	5.00	0.50	5.50
	Various Promotional & Non Promotional Merchandise			As Marked
	Lost Key Fee	45.45	4.55	50.00

* *Powered & Unpowered Sites - Children under 5 years old free*

SHIRE OF YILGARN

2025 - 2026 FEES AND CHARGES

Function	Description	Fee	GST	Total
<u>Cancellations</u>				
Notice of:				
	More than 48 Hours			Full Refund
	More than 24 Hours but less than 48 Hours			50% Refund
	Less than 24 Hours			No Refund
Cancellation Fee		13.64	1.36	15.00
<u>Concessions</u>				
"Stay for 7 nights, Pay for 6 Nights"				Value of 1 night applicable rate
(Applicable only to Park Cabins, Sandalwood Motor Lodge and Kurrajong Rooms)				
<u>Additional Fees</u>				
Additional Servicing of Room/s (Per Room / Per Day)		59.09	5.91	65.00
(While occupied, rooms are serviced on a weekly basis)				
Additional Cleaning on Check Out (Per Hour or part thereof)		77.27	7.73	85.00
(Due to excessive level of disarray such as spills, rubbish, pet hair or rearranged furniture)				
OTHER PROPERTY AND SERVICES				
<u>11 Antares St - Shop Front Rent - Per Year</u>				
Section A (61.90 m ²) plus 32.05% of Annual Sewerage & Rubbish Charges		1,790.95	179.09	1,970.04
Section B (35.17 m ²) plus 18.21% of Annual Sewerage & Rubbish Charges		1,017.55	101.76	1,119.31
Section C (46.64 m ²) plus 24.15% of Annual Sewerage & Rubbish Charges		1,349.43	134.94	1,484.37
Section D (49.43 m ²) plus 25.59% of Annual Sewerage & Rubbish Charges		1,430.15	143.01	1,573.16
<u>Labour Hire - Per Hour</u>				
Labour (Operator)		85.00	8.50	93.50
Additional Loading for Overtime (Time and a Half)		20.00	2.00	22.00
Additional Loading for Overtime (Double Time)		40.00	4.00	44.00
Labour (Executive)		155.00	15.50	170.50
<u>Other</u>				
Administration Charge				12%
<u>Major Plant - Per hour, operator included</u>				
Grader		220.00	22.00	242.00
Construction Loader		220.00	22.00	242.00
Town Loader		190.00	19.00	209.00
Backhoe		160.00	16.00	176.00
Skid Steer Loader		160.00	16.00	176.00
Prime Mover and Side Tippers		240.00	24.00	264.00
Prime Mover and Low Loader		240.00	24.00	264.00
8x4 Truck and Dog		220.00	22.00	242.00
Truck <13 tonne		140.00	14.00	154.00
Truck >13 tonne		160.00	16.00	176.00
Tractor		140.00	14.00	154.00
Roller Steel Drum		160.00	16.00	176.00
Roller Multi Tyred		160.00	16.00	176.00
Road Broom (inc Vehicle)		180.00	18.00	198.00

SHIRE OF YILGARN

2025 - 2026 FEES AND CHARGES

Function	Description	Fee	GST	Total
<u>Major Plant - Per hour (not including operator, labour rate to be additional)</u>				
	Road Maintenance Truck	160.00	16.00	176.00
<u>Minor Plant - Per day, dry hire</u>				
	Minor Plant - Pumps, Generators (< 10kVA) & Trailers etc. (each)	150.00	15.00	165.00
* Generators > 10kVA are NOT Available for Hire				