



# ATTACHMENTS

Ordinary Council Meeting  
17 February 2026

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**ATTACHMENT 8.1A**  
**Minutes – Ordinary Council Meeting**  
**16 December 2025**



# MINUTES

Ordinary Council Meeting  
16 December 2025



## NOTICE OF MEETING

Dear Elected Members and Members of the Public,

In accordance with the provisions of Section 5.5 of the Local Government Act, you are hereby notified that the December Ordinary Council Meeting has been convened for:

**Date:** **Tuesday 16 December 2025**

**At:** Shire of Narembeen Council Chambers  
1 Longhurst Street, Narembeen

**Commencing:** 5.00pm

**Rebecca McCall**  
**Chief Executive Officer**

11 December 2025

### DISCLAIMER

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

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

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## 1. Official Opening and Welcome

The Presiding Person welcomed everyone and declared the meeting open at 5.00pm.

Attendees were notified that the meeting was being recorded in accordance with the Local Government (Administration) Regulation r14J.

## 2. Record of Attendance / Apologies / Leave of Absence

### Councillors:

Cr HA Cusack	President
Cr HJ Bald	Deputy President
Cr CD Bray	
Cr MJ Currie	
Cr AM Hardham	
Cr LR Smoker	
Cr SW Stirrat	

### Staff:

Ms R McCall	Chief Executive Officer
Mr B Forbes	Executive Manager Corporate Services
Mr K Markham	Executive Manager Infrastructure Services
Ms K Conopo	Executive Governance Officer

### Member of Public:

Nil

### Apologies:

Nil

## 3. Public Question Time

Nil

## 4. Disclosure of Interest

Nil

## 5. Application for Leave of Absence

Nil

## 6. Deputations/ Petitions/ Presentations/ Submissions

Nil

## 7. Delegates' Reports

7.1 Cr Cusack

Date	Meeting/Event
26 & 27/11/2025	Meeting with Shadow Ministers in Canberra
1/12/2025	CEACA AGM
16/12/2025	Audit Risk and Improvement Committee Meeting

7.2 Cr Bald

Date	Meeting/Event
3/12/2025	December – ROE ROC
15/12/2025	Streets Alive Grant Inception Meeting
16/12/2025	Audit Risk and Improvement Committee Meeting

7.3 Cr Bray

Date	Meeting/Event
16/12/2025	Audit Risk and Improvement Committee Meeting

7.4 Cr Currie

Date	Meeting/Event
11/12/2025	LEMC Meeting
16/12/2025	Audit Risk and Improvement Committee Meeting

7.5 Cr Hardham

Date	Meeting/Event
16/12/2025	Audit Risk and Improvement Committee Meeting

7.6 Cr Smoker

Date	Meeting/Event
16/12/2025	Audit Risk and Improvement Committee Meeting

7.7 Cr Stirrat

Date	Meeting/Event
16/12/2025	Audit Risk and Improvement Committee Meeting

## 8. Confirmation of Previous Meetings

### 8.1 Ordinary Council Meeting 18 November 2025

#### Attachment 8.1A

##### Voting Requirements

Simple Majority  Absolute Majority

##### Officer's Recommendation / Council Resolution – 8.1

That the minutes of the Shire of Narembeen Ordinary Council Meeting held on Tuesday 18 November 2025, as presented, be confirmed as a true and correct record of proceedings.

MIN 8103/25 MOTION - Moved Cr. Hardham Seconded Cr. Currie

CARRIED 7 / 0

For: Cr Cusack, Cr Bald, Cr Bray, Cr Currie, Cr Hardham, Cr Smoker, Cr Stirrat. Against: Nil

*Item 9.1 – 9.3 were moved en bloc*

## 9. Minutes of Committee Meetings to be Received

### 9.1 CEACA Management Committee Meeting 1 December 2025

#### Attachment 9.1A

##### Voting Requirements

Simple Majority       Absolute Majority

##### Officer's Recommendation / Council Resolution – 9.1

That the minutes of the CEACA Management Committee Meeting held on Monday 1 December 2025, as presented, be received.

### 9.2 RoeROC Ordinary Meeting 4 December 2025

#### Attachment 9.2A

##### Voting Requirements

Simple Majority       Absolute Majority

##### Officer's Recommendation / Council Resolution – 9.2

That the minutes of the RoeROC Ordinary Meeting held on Thursday 4 December 2025, as presented, be received.

### 9.3 ARIC Meeting 16 December 2025

#### Attachment 9.3A (late attachment)

##### Voting Requirements

Simple Majority       Absolute Majority

##### Officer's Recommendation / Council Resolution – 9.3

That the minutes of the Audit, Risk and Improvement Committee Meeting held on Tuesday 16 December 2025, as presented, be received.

MIN 8104/25

MOTION - Moved Cr. Bray

Seconded Cr. Bald

**CARRIED 7 / 0**

*For: Cr Cusack, Cr Bald, Cr Bray, Cr Currie, Cr Hardham, Cr Smoker, Cr Stirrat. Against: Nil*

## 10. Recommendations from Committee Meetings for Council Consideration

### 10.1 ARIC Meeting 16 December 2025, Item 6.2

#### Attachment 9.3A (late attachment)

##### Voting Requirements

Simple Majority       Absolute Majority

##### Officer's Recommendation / Council Resolution – 10.1

That Council approve the following recommendation from the Audit, Risk and Improvement Committee:

That the Audit, Risk and Improvement Committee recommend that Council:

1. Receive and endorse the Independent Auditor's Report for the year ended 30 June 2025.
2. Receive and endorse the 2025 Annual Report.
3. Schedule the Shire of Narembeen Annual Elector's Meeting for 5:00pm on Tuesday 10 February 2026 in Council Chambers.

MIN 8105/25

**MOTION** - Moved Cr. Stirrat

Seconded Cr. Currie

**CARRIED 7 / 0**

For: Cr Cusack, Cr Bald, Cr Bray, Cr Currie, Cr Hardham, Cr Smoker, Cr Stirrat. Against: Nil

## 11. Announcements by Presiding Member without Discussion

President Holly Cusack made the following announcement

*"I would like to acknowledge the passing of Mrs Rhonda Hickey. Rhonda was a valued and long-standing member of the Shire of Narembeen, who gave many years of service to our community. She will be sorely missed, and our thoughts are with her family and her loved ones at this time."*

## 12. Officers Reports - Office of the Chief Executive Officer

### 12.1 Proposed Shire of Narembeen Bush Fire Brigades Local Law

<b>Date:</b>	2 December 2025
<b>Location:</b>	Not applicable
<b>Responsible Officer:</b>	Rebecca McCall, Chief Executive Officer
<b>Author:</b>	Darren Mollenoyux, 150 Square
<b>File Reference</b>	Law and Enforcement\Local Laws
<b>Previous Meeting Reference</b>	MIN 8074/25 - 21 October 2025
<b>Disclosure of Interest:</b>	Nil
<b>Attachments:</b>	12.1A Updated Shire of Narembeen Bush Fire Brigades Local Law (with markup comments) 12.1B Late Response - Department of Local Government, Industry Regulation and Safety

#### Purpose of Report

Executive Decision       Legislative Requirement

#### Summary

Council is requested to consider late submission response from the Department of Local Government, Industry Regulation and Safety and adopt the Shire of Narembeen Bush Fire Brigades Local Law 2025 (Attachment 12.1A). The draft local law, required under section 43 of the Bush Fires Act 1954, was advertised for public comment and reviewed by DLGSC and DFES. Subject to minor amendments, it may now be made in accordance with section 3.12(5) of the Local Government Act 1995 and will take effect 14 days after publication in the Government Gazette.

#### Background

The Shire of Narembeen has established volunteer bush fire brigades but currently does not have a corresponding local law in place.

Section 43 of the Bush Fires Act 1954 (the Act) provides that a local government which establishes a bush fire brigade shall, by its local laws:

*"provide for the appointment or election of a captain, a first lieutenant, a second lieutenant, and such additional lieutenants as may be necessary as officers of the bush fire brigade, and prescribe their respective duties."*

The Act also contains several other provisions enabling local governments to make local laws relating to bush fire brigades. These provisions were outlined in the report presented to Council at its meeting held on 19 August 2025.

At that meeting, Council resolved to adopt a draft Shire of Narembeen Bush Fire Brigades Local Law, which was based on a model developed by the WALGA.

In accordance with statutory requirements, copies of the draft local law was provided to the Director General of the Department of Local Government, Sport and Cultural Industries (DLGSC) and the Commissioner of the Department of Fire and Emergency Services (DFES). The draft local law was also advertised for public comment.

Following the public comment period and responses from the Director General of the Department of Local Government, Sport and Cultural Industries (DLGSC) and the Commissioner of the Department of Fire and Emergency Services (DFES) the Local Laws were updated with minor edits and presented for consideration at the Ordinary Meeting of Council on the 21<sup>st</sup> October 2025. The following resolution was made:

*That Council:*

1. *In accordance with section 3.12(4) of the Local Government Act 1995, adopts the Shire of Narembeen Bush Fire Brigades Local Law copy attached to the agenda of the meeting, deletion of text boxes, page numbers in the index and notes in the version to be officially Gazetted.*
2. *In accordance with s3.12(5) of the Local Government Act 1995 the local law be published in the Government Gazette and a copy sent to the Ministers for Local Government and Emergency Services.*
3. *In accordance with s3.12(6) of the Local Government Act 1995, after Gazettal local public notice be given:*
  - a) *Stating the title of the local law;*
  - b) *Summarising the purpose and effect of the local law and specifying the day on which it comes into operation; and*
  - c) *Advising that copies of the local law may be inspected or obtained from the Shire office.*
4. *Authorise the affixing of the Common Seal of the Shire to the original copy of the Shire Bush Fire Brigade Local Law 2025; and*
5. *In accordance with section 3.12 of the Local Government Act 1995, authorise the CEO to submit a copy of the gazetted local law, together with a duly completed Explanatory Memorandum signed by the Shire President and Chief Executive Officer, be forwarded to the Western Australian Parliamentary Joint Standing Committee on Delegated Legislation for review within 10 working days of gazettal.*

MIN 8074/25 MOTION - Moved Cr. Bray, Seconded Cr. Bald

CARRIED 5 / 0

In accordance with Council's resolution, all preparatory work was completed, and Gazettal was scheduled for the week of the 1<sup>st</sup> December 2025.

Although the submission period closed on 10 October 2025, on 25 November 2025 the CEO received a late response from the Department of Local Government, Industry Regulation and Safety, providing comment and minor feedback on the proposed Shire of Narembeen Bush Fire Brigades Local Law 2025.

#### Comment

The CEO and the consultant have reviewed the late submission from the Department of Local Government, Industry Regulation and Safety. While the matters raised are minor in nature and do not have any direct legal impact on the proposed local law, it is considered appropriate that the late feedback be presented to Council for consideration.

As the comments result in minor wording and formatting adjustments to the version endorsed by Council in October 2025, it was agreed that the proposed Shire of Narembeen Bush Fire Brigades Local Law 2025 be resubmitted to Council incorporating the Department's feedback.

## Process

Subject to several minor amendments from the Department of Local Government, Industry Regulation and Safety shown as marked on the attached copy, the Shire of Narembeen Bush Fire Brigades Local Law 2025 may now be made under **section 3.12(5)** of the *Local Government Act 1995* (the Act).

In accordance with the Act, if the local law to be adopted is **significantly different** from the version originally proposed, the process must recommence. However, it is the opinion of the reporting officer that, while amendments have been made to the proposed local law, these changes are **not significantly different** from what was previously advertised and do not alter the overall intent or effect of the law.

Pursuant to section 3.12 of the Act, the Shire must follow the prescribed procedure for making a local law in the sequence set out in the legislation. It is therefore recommended that Council resolve to adopt and make the *Shire of Narembeen Bush Fire Brigades Local Law 2025*.

Once adopted, the local law will be published in the Government Gazette in accordance with section 3.12(5) of the Act.

In accordance with section 3.12 of the Local Government Act 1995 and the National Competition Policy (NCP) Review requirements, a copy of the local law, together with a duly completed Explanatory Memorandum signed by the Shire President and Chief Executive Officer, is to be forwarded to the Western Australian Parliamentary Joint Standing Committee on Delegated Legislation for review **within 10 working days of gazettal**.

Section 3.12(2) of the Local Government Act 1995 further provides that:

*"At a council meeting the person presiding is to give notice to the meeting of the purpose and effect of the proposed local law in the prescribed manner."*

### **It is recommended that the Presiding Person read out the following:**

#### **Bush Fire Brigades Local Law**

1. Pursuant to section 3.12 of the Local Government Act 1995 and Section 62 of the Bush Fires Act 1954, the Shire of Narembeen resolves its intent to adopt the Shire of Narembeen Bush Fire Brigades Local Law 2025:
  - a) The **purpose** of this local law is to provide for the establishment, organisation and maintenance, administration, and funding of bush fire brigades in the Shire of Narembeen.
  - b) The **effect** of the local law is to ensure the bush fire brigades are established and managed in accordance with the Bush Fires Act 1954.
  - c) The **justification** of which is that it will provide rules to a bush fire brigade governing the operation of a bush fire brigade pursuant to the Bush Fires Act 1954 and the provisions of its subsidiary legislation.

### **Consultation**

Chief Executive Officer  
Executive Manager Corporate Services  
Darren Mollenoyux, 150Square  
WALGA Governance Team

### **Legislative Requirements for Consultation**

Section 62 of the Bush Fires Act 1954 provides that a local government may make local laws using the process set out in section 3.12 of the *Local Government Act 1995*. Amongst other things this requires a local government to give local public notice stating that it proposes to make a local law, the purpose and effect of which is summarised in the notice for a period of 6 weeks after it first appears.

The purpose and effect of the proposed Shire of Narembeen Bush Fire Brigades Local Law is:

Purpose

The purpose of this local law is to provide for the establishment, organisation and maintenance, administration, and funding of bush fire brigades in the Shire of Narembeen.

Effect

The effect of the local law is to ensure the bush fire brigades are established and managed in accordance with the *Bush Fires Act 1954*.

The draft local law was therefore advertised in the West Australian, placed on public notice board, via the Shire website and copies sent to the Director General for the Department of Local Government and the DFES Commissioner. The comment period closed on the 10<sup>th</sup> October 2025.

The Director General, Lannie Chopping from the WA Department of Local Government, Industry Regulation and Safety made the following comments on the 26<sup>th</sup> August 2025:

Comment	Response
<p>Response provided</p> <p><i>Thank you for your letter dated 26 August 2025 regarding the Shire of Narembeen's (Shire's) proposed Bush Fire Brigades Amendment Local Law 2025.</i></p> <p><i>Copies of the draft local law have been provided to the Department of Local Government, Industry Regulations and Safety (LGIRS) local government legislation team. If there are any concerns in relation to the local law, LGIRS will provide these comments to the Shire prior to the closure of the public submission period on 10 October 2025.</i></p> <p><i>If you have any further questions regarding this process, please contact Ms Jadranka Strbac, Legislation Officer via the contact details above.</i></p>	<p>The Department of Local Government, Industry Regulation and Safety provided no further comments or submissions by the close of submissions on 10 October 2025.</p>

The Legislation Team at the WA Department of Local Government, Industry Regulation and Safety provided the late response on the 25<sup>th</sup> November 2025:

Comment from Department	Response
<p>These comments are minor and do not have any direct legal effect in themselves.</p> <p>The following minor edits are suggested:</p>	
<p><b>Clause 1.2</b></p> <ul style="list-style-type: none"><li>○ Defined terms should be bold and italics without quote marks.</li><li>○ <b>bushfire control officer</b> should be defined, either specifically or by reference to legislation as appropriate.</li><li>○ <b>Chief Bush Fire Control Officer</b> should be defined by reference to the <i>Bushfires Act 1954</i></li><li>○ Insert a definition for <b>Bush Fire Advisory Committee</b>.</li><li>○ Insert a definition for District – provide definition of District. Suggested wording : “<i>District</i> means the district of the Shire of Narembeen;”</li></ul>	<p><i>Noted and amended</i></p> <p><i>Noted, however not included in WALGA Pro Forma or other recent Gazetted Shire Local Laws</i></p> <p><i>Noted, however not included in WALGA Pro Forma or other recent Gazetted Shire Local Laws</i></p> <p><i>Noted, however not included in WALGA Pro Forma or other recent Gazetted Shire Local Laws</i></p> <p><i>Noted and amended, as per previous feedback from DFES</i></p>
<p><b>Spacing:</b> Make sure spacing between paragraphs and headings of the paragraphs is consistent throughout the document.</p>	<p><i>Noted – will be reviewed again prior to document being provided for Gazette</i></p>

<p><b>Clause 2.3(1)</b> - This clause contains multiple statements. It is suggested that statements be moved into its own subclauses for clarity.</p>	<p><i>No real requirement to change. However, have amended in line with feedback for ease of reading.</i></p>
<p><b>Clause 4.2</b> – after paragraph separate statements in 2 subclauses. Subclause (1) to list members and subclause (2) to deal with eligibility.</p> <p>When referring to regulation 159C – <b>make sure it states “regulation 159C of the Fire Brigades Regulation 1943...”</b></p>	<p><i>Noted and amendment made to include the regulation reference.</i></p>
<p><b>In Clause 4.4 (d)</b> – It is suggested to replace wording : “as defined by paragraphs (c), (d), (e), (f) and (g) of section 35A of the Act” with: “as defined in s 35A (c ), (d), (e), (f) and (g) of the Act.”</p> <p><b>Suggested wording:</b> “ (d) to be supervised by a firefighting member when undertaking normal brigade activities as defined in section 35A (c ), (d), (e), (f) and (g) of the Act.”</p>	<p><i>Noted and moved “35A” to align with suggested rewording.</i></p>
<p><b>Clause 6.3</b> – suggested to maybe separate to 2 subclauses for clarity. <b>It may be simpler to redraft as follows:</b></p> <ol style="list-style-type: none"> <li>(1) To be considered in the subsequent local government budget, any request from a bush fire brigade for funding related to protective clothing, equipment, or appliances must be received by the local government no later than 31 May.</li> <li>(2) Each request must be accompanied by:             <ol style="list-style-type: none"> <li>(a) the brigade’s most recent audited financial statement, and</li> <li>(b) current statement of assets and liabilities.</li> </ol> </li> </ol>	<p><i>No real requirement to change and is in line with WALGA Prof Forma – have left as original.</i></p>
<p><b>In the First Schedule:</b></p> <ul style="list-style-type: none"> <li>• Clause 2.4 - add space under the main heading</li> <li>• In Interpretation clause <b>1.1 (2)</b> - definition of the “Committee” – maybe include reference to Part 4 (<b>Clause 4.1 and 4.2</b> - if that is intended Committee) Suggested wording: “Committee – means Committee of the bush fire brigade appointed under Part 4</li> <li>• <b>Clause 8.2(1) and (6)</b> – suggested to rewrite for clarity. Instead of having long sentence break it up to a few shorter sentences.</li> </ul>	<p><i>Noted and amended</i></p> <p><i>Noted and amended</i></p> <p><i>No real requirement to change and is in line with the WALGA Pro Foma – have left as original.</i></p>
<p>The Shire should also ensure that all references and cross references are checked for accuracy, particularly if any further changes are made to the draft.</p>	<p><i>This was previously undertaken from feedback from DFES and reviewing by staff and consultant.</i></p>
<p>Please note that my comments:</p> <ul style="list-style-type: none"> <li>• have been provided to assist the Shire with drafting matters in relation to the local law;</li> <li>• do not constitute legal advice;</li> <li>• have been provided in good faith for the Shire’s consideration; and</li> <li>• should not be taken as an approval of content.</li> </ul> <p>The Shire should ensure that a detailed editorial analysis of the proposed local law has been undertaken and that the content of the local law is in accordance with the Shire’s policies and objectives.</p>	<p><i>Noted</i></p>

## Statutory Implications

Section 3.12 Procedure for making local laws of the Local Government Act 1995.  
Section 62. Local government may make local laws of the Bush Fires Act 1954.

## Policy Implications

- Shire of Narembeen Bush Fire Advisory Committee – Terms of Reference September 2024
- Shire of Narembeen DRAFT Bushfire Framework 2025
- Shire of Narembeen Management of Bushfire Brigades Policy

## Strategic Implications

### Strategic Community Plan

Strategic Priority: 4. Civic Leadership

Objective: Well governed and efficiently managed Local Government

Strategy: 4.2 Compliant and resourced Local Government

### Asset Management Plan

Nil

### Long Term Financial Plan

Nil

## Risk Implications

<b>Risk Profiling Theme</b>	Failure to Fulfill Statutory, Regulatory or Compliance Requirements
<b>Risk Category</b>	Compliance
<b>Consequence Description</b>	No noticeable regulatory or statutory impact
<b>Consequence Rating</b>	Insignificant (1)
<b>Likelihood Rating</b>	Rare (1)
<b>Risk Matrix Rating</b>	Low (1)
<b>Key Controls in Place</b>	Governance Framework, Legislative Compliance Check
<b>Action / Treatment</b>	Nil
<b>Risk Rating After Treatment</b>	Adequate

## Financial Implications

Gazettal of the proposed local law will incur drafting and advertising expenses, which are accommodated within the 2026 budget.

## Voting Requirements

Simple Majority

Absolute Majority

## Officers Recommendation / Council Resolution – Item 12.1

That Council:

1. Resolves to receive the late response and feedback on the Shire of Narembeen Bush Fire Brigades Local Law 2025 provided by the Department of Local Government, Industry Regulation and Safety.
2. In accordance with section 3.12(4) of the *Local Government Act 1995*, adopts the *Shire of Narembeen Bush Fire Brigades Local Law*, subject to minor amendments shown 'marked' on the copy attached to the agenda of the meeting, deletion of text boxes, page numbers in the index and notes in the version to be officially Gazetted.
3. In accordance with s3.12(5) of the *Local Government Act 1995*, authorise the local law to be published in the Government Gazette and a copy sent to the Ministers for Local Government and Emergency Services.
4. In accordance with s3.12(6) of the *Local Government Act 1995*, after formal Gazettal, give local public notice:
  - a) Stating the title of the local law
  - b) Summarising the purpose and effect of the local law and specifying the day on which it comes into operation, and
  - c) Advising that copies of the local law may be inspected or obtained from the Shire office.
5. Authorise the affixing of the Common Seal of the Shire to the original copy of the Shire Bush Fire Brigade Local Law 2025; and
6. In accordance with section 3.12 of the *Local Government Act 1995*, authorise the CEO to submit a copy of the Gazetted local law, together with a duly completed Explanatory Memorandum signed by the Shire President and Chief Executive Officer, to the Western Australian Parliamentary Joint Standing Committee on Delegated Legislation for review within 10 working days of Gazettal.

**MIN 8106/25**

**MOTION** - Moved Cr. Hardham

Seconded Cr. Stirrat

**CARRIED 7 / 0**

*For: Cr Cusack, Cr Bald, Cr Bray, Cr Currie, Cr Hardham, Cr Smoker, Cr Stirrat. Against: Nil*

## 12.2 Submission to the Federal Inquiry into Local Government Funding

<b>Date:</b>	9 December 2025
<b>Location:</b>	Not applicable
<b>Responsible Officer:</b>	Rebecca McCall, Chief Executive Officer
<b>Author:</b>	Rebecca McCall, Chief Executive Officer
<b>File Reference</b>	GOVERNMENT RELATIONS/ADVOCACY/
<b>Previous Meeting Reference</b>	Nil
<b>Disclosure of Interest:</b>	Nil
<b>Attachments:</b>	12.2A Draft Submission

### Purpose of Report

Executive Decision  Legislative Requirement

### Summary

Council is asked to approve the lodgement of a second submission to the House of Representatives Standing Committee on Regional Development, Infrastructure and Transport Inquiry into Local Government Funding. The submission builds on Council's May 2024 sustainability submission and specifically addresses Commonwealth funding structures, Financial Assistance Grants, cost-shifting, rate exemptions, emergency management funding and workforce pressures.

### Background

In May 2024, Council lodged a formal submission to the Standing Committee's Inquiry into Local Government Sustainability. That submission outlined the Shire's growing financial pressures, including:

- Heavy reliance on inter-governmental grants due to a limited local rate base
- Rising construction, wage, and compliance costs
- Service creep into healthcare, childcare, housing and telecommunications
- Increasing emergency management responsibilities driven by climate change
- Workforce shortages in key statutory and technical professional roles

The Commonwealth inquiry has since adopted new Terms of Reference focused specifically on local government funding arrangements and financial sustainability, with an emphasis on Commonwealth mechanisms and structural drivers.

This provides an opportunity for Council to make a targeted second submission addressing how current federal funding structures are directly impacting the Shire's long-term financial sustainability.

### Comment

The proposed second submission reframes the Shire's existing evidence through the lens of Commonwealth funding responsibility and structural system design.

Key matters addressed in the proposed submission include:

- Structural cost-shifting arising from the Shire's increasing role in funding healthcare, childcare, housing and telecommunications in the absence of adequate Commonwealth support.
- Inadequacy of Financial Assistance Grants indexation, particularly in the context of permanently elevated construction and workforce costs.
- Revenue leakage created by mandatory rate exemptions, particularly for charitable and government trading entities, without Commonwealth compensation.
- Unfunded emergency management and climate adaptation responsibilities now being borne by local government.
- Rural workforce market failure, driven by national migration, training and private sector wage pressures.

Collectively, these issues represent structural (rather than cyclical) financial stress that requires coordinated Commonwealth, State and Local reform. Lodging a second submission ensures the Shire's position is formally captured within the funding-focused inquiry and strengthens the advocacy position of rural local government.

### **Consultation**

Executive Manager Corporate Services

### **Statutory Implications**

There are no direct statutory implications arising from Council considering or endorsing this submission.

### **Policy Implications**

Endorsing the submission aligns with Council's advocacy role and governance responsibilities and supports the representation of community priorities at a national level.

### **Strategic Implications**

#### **Strategic Community Plan**

Strategic Priority: 4. Civic Leadership

Objective: Well governed and efficiently managed Local Government

Strategy: 4.2 Compliant and resourced Local Government

#### **Asset Management Plan**

Nil

#### **Long Term Financial Plan**

Nil

### **Risk Implications**

<b>Risk Profiling Theme</b>	Inadequate Engagement Practices
<b>Risk Category</b>	Reputational
<b>Consequence Description</b>	Unsubstantiated, low impact, low profile or 'no news' item
<b>Consequence Rating</b>	Moderate (3)
<b>Likelihood Rating</b>	Rare (1)

<b>Risk Matrix Rating</b>	Low (1)
<b>Key Controls in Place</b>	Communication and Engagement Framework
<b>Action / Treatment</b>	Nil
<b>Risk Rating After Treatment</b>	Adequate

### Financial Implications

There are no material direct financial costs associated with preparing or submitting this document.

### Voting Requirements

Simple Majority       Absolute Majority

### Officers Recommendation / Council Resolution – Item 12.2

That Council:

1. Endorses the submission to the House of Representatives Standing Committee on Regional Development, Infrastructure and Transport Inquiry into Local Government Funding as presented; and
2. Authorises the Chief Executive Officer to make any minor administrative amendments required prior to lodgement and to submit the document on behalf of Council.

MIN 8107/25

**MOTION** - Moved Cr. Smoker

Seconded Cr. Bray

**CARRIED 7 / 0**

For: Cr Cusack, Cr Bald, Cr Bray, Cr Currie, Cr Hardham, Cr Smoker, Cr Stirrat. Against: Nil

### 12.3 Compliance with Regulation 10

Attachment 12.3A

### Voting Requirements

Simple Majority       Absolute Majority

### Officer's Recommendation / Council Resolution – 12.3

That Council confirms the required support for the change of decision has been received in accordance with Regulation 10 of the Local Government (Administration) Regulations.

MIN 8108/25

**MOTION** - Moved Cr. Currie

Seconded Cr. Smoker

**CARRIED 7 / 0**

For: Cr Cusack, Cr Bald, Cr Bray, Cr Currie, Cr Hardham, Cr Smoker, Cr Stirrat. Against: Nil

## 12.4 Consideration of Change of Decision

Attachment 12.4A

### Voting Requirements

Simple Majority       Absolute Majority

### Officer's Recommendation / Council Resolution – 12.4

That Council agrees to consider changing an earlier decision endorsed at the Ordinary Council Meeting in November 2025 (MIN 8089/25) by accepting the written statement of legal and financial consequences of carrying the motion as attached, per 16.2(2) Standing Orders Local Law 2020.

**MIN 8109/25**

**MOTION** - Moved Cr. Bray

Seconded Cr. Hardham

**CARRIED 7 / 0**

*For: Cr Cusack, Cr Bald, Cr Bray, Cr Currie, Cr Hardham, Cr Smoker, Cr Stirrat. Against: Nil*

## 12.5 Central East Accommodation and Care Alliance – Land Transfer

<b>Date:</b>	9 December 2025
<b>Location:</b>	Not applicable
<b>Responsible Officer:</b>	Rebecca McCall, Chief Executive Officer
<b>Author:</b>	Rebecca McCall, Chief Executive Officer
<b>File Reference</b>	CORPORATE MANAGEMENT/CEACA/EXPANSION PROJECT
<b>Previous Meeting Reference</b>	MIN 7593/23 and MIN 8089/25
<b>Disclosure of Interest:</b>	Nil
<b>Attachments:</b>	12.5A Minute Reference 8089/25

### Purpose of Report

Executive Decision

Legislative Requirement

### Summary

Council is requested to amend resolution MIN 8089/25 to reflect the restructure undertaken by the Central East Accommodation and Care Alliance, whereby new project assets will now be held by a newly established special purpose vehicle, being CEACA Limited (ACN 693 494 638), a company limited by guarantee.

The original resolution referenced “CEACA” as the recipient of the gifted land and party to the agreement, this being the existing entity and not the special purpose vehicle. To ensure compliance and enable the correctly proposed transfer of Lot 104 (27) Currall Street, Narembeen, an amendment to the original resolution is required which must be done in accordance with Regulation 10 of the *Local Government (Administration) Regulations 1996* and the *Standing Orders Local Law 2020* (Standing Orders).

### Background

At the Ordinary Council Meeting held in November 2025, Council passed resolution MIN 8089/25, which authorised:

- The preparation and execution of a formal agreement with CEACA; and
- The transfer of Lot 104 (27) Currall Street, Narembeen, to CEACA for the purpose of constructing four (4) two-bedroom, two-bathroom residential units.

Subsequent to this resolution, CEACA advised that it is undertaking a governance restructure for its expansion project. As part of this restructure, all project assets will be held by a newly created special purpose vehicle, being CEACA Limited (ACN 693 494 638).

CEACA has formally requested that participating Local Governments transfer project land to the new entity instead of the existing CEACA entity to save on administration and transfer costs.

As the original resolution has already been acted upon administratively, the proposal to change the resolution must be endorsed via a Flying Minute in accordance with:

- the Standing Orders, and

- Regulation 10 of the Local Government (Administration) Regulations 1996.

The Flying Minute must be supported by at least one third of Councillors including the mover of the original motion (Cr Currie). Further, as the original resolution has been acted upon a statement of legal and financial consequences must be formally endorsed by Council prior to considering the motion to change a resolution.

### Comment

This amendment is administrative in nature only and does not alter:

- Council's financial contribution to the project;
- The number, type, or purpose of the residential dwellings; or
- The responsibilities of the operator for construction, maintenance, and management.

The amendment ensures that:

- The land is transferred to the correct legal entity capable of holding title;
- The formal agreement is legally enforceable; and
- Council remains fully compliant with the *Local Government Act 1995*.

Failing to amend the resolution presents a risk that the land transfer and contractual documents could be invalid or unenforceable due to reference to an incorrect legal entity.

### Consultation

Executive Manager Corporate Services  
CEACA

### Statutory Implications

## Local Government (Administration) Regulations 1996

### **Regulation 10 – Revoking or changing decisions**

1. If a decision has been made at a council or a committee meeting then any motion to revoke or change the decision must be supported —
  - a. in the case where an attempt to revoke or change the decision had been made within the previous 3 months but had failed, by an absolute majority; or
  - b. in any other case, by at least 1/3 of the number of offices (whether vacant or not) of members of the council or committee, inclusive of the mover.
2. Notice of a motion to revoke or change a decision referred to in sub-regulation (1) is to be signed by members of the council or committee numbering at least 1/3 of the number of offices (whether vacant or not) of members of the council or committee, inclusive of the mover.
3. If a decision is made at a council or committee meeting, any decision to revoke or change the decision must be made by an absolute majority.
4. This regulation does not apply to the change of a decision unless the effect of the change would be that the decision would be revoked or would become substantially different.

## Shire of Narembeen Standing Orders Local Law 2020

### **Part 16 – Revoking or Changing Decisions**

#### **16.1 Requirements to revoke or change decisions**

The requirements to revoke or change a decision made at a meeting are dealt with in Regulation 10 of the Regulations.

## **16.2 Limitations on powers to revoke or change decisions**

1. Subject to clause (2), the Council or a committee is not to consider a motion to revoke or change a decision:
  - a. Where, at the time the motion is moved or notice is given, any action has been taken under clause 16.3 to implement the decision; or
  - b. Where the decision is procedural in its form or effect.
2. The Council or a committee may consider a motion to revoke or change a decision of the kind described in subclause (1)(a) if the motion is accompanied by a written statement of the legal and financial consequences of carrying the motion.

## **16.3 Implementing a decision**

1. In this clause:
  - a. Authorisation means a license, permit, approval or other means of authorising a person to do anything;
  - b. Implement, in relation to a decision, includes:
    - i. Communicate notice of the decision to a person affected by, or with an interest in, the decision; and
    - ii. Take any other action to give effect to the decision; and
  - c. Valid notice of revocation motion means a notice of motion to revoke or change a decision that complies with the requirements of the Act, Regulations and the local laws and may be considered, but has not yet been considered, by the council or a committee as the case may be.

### **Policy Implications**

Nil

### **Strategic Implications**

#### **Strategic Community Plan**

Strategic Priority: 4. Civic Leadership  
Objective: Well governed and efficiently managed Local Government  
Strategy: 4.2 Compliant and resourced Local Government

#### **Asset Management Plan**

Nil

#### **Long Term Financial Plan**

Nil

### **Risk Implications**

<b>Risk Profiling Theme</b>	Failure to Fulfill Statutory, Regulatory or Compliance Requirements
<b>Risk Category</b>	Compliance
<b>Consequence Description</b>	No noticeable regulatory or statutory impact
<b>Consequence Rating</b>	Moderate (3)
<b>Likelihood Rating</b>	Rare (1)

<b>Risk Matrix Rating</b>	Low (3)
<b>Key Controls in Place</b>	Governance controls and review and application of appropriate legislation
<b>Action / Treatment</b>	Nil
<b>Risk Rating After Treatment</b>	Adequate

### Financial Implications

There is no change to Council's approved financial contribution of 5% (approximately \$102,000) payable over two financial years (2027 and 2028). The amendment does not increase Council's financial exposure and simply redirects the land asset and contractual obligations to the new special purpose vehicle.

### Voting Requirements

Simple Majority       Absolute Majority

### Officers Recommendation / Council Resolution – Item 12.5

That Council:

1. Notes that CEACA Limited (ACN 693 494 638) will be responsible for all construction, maintenance, and management costs associated with the project;
2. Notes that housing allocation will prioritise eligible Narembeen residents under CEACA Limited's regional housing framework;
3. Authorises the Chief Executive Officer to prepare and execute a formal agreement with CEACA Limited (ACN 693 494 638) to give effect to the above; and
4. Pending receiving no materially negative feedback to the public notice as per Section 9.49(2) of the Local Government Act 1995, authorises the Chief Executive Officer and Shire President to effect the necessary legal documentation, including affixing the Shire's Common Seal, to process the transfer Lot 104 927) Currall Street Narembeen to CEACA Limited (ACN 693 494 638).

**MIN 8110/25**

**MOTION - Moved Cr. Bald**

Seconded Cr. Stirrat

**CARRIED 7 / 0**

*For: Cr Cusack, Cr Bald, Cr Bray, Cr Currie, Cr Hardham, Cr Smoker, Cr Stirrat. Against: Nil*

## 12.6 Appointment of Presiding Members to Committees

<b>Date:</b>	11 December 2025
<b>Location:</b>	Not Applicable
<b>Responsible Officer:</b>	Rebecca McCall, Chief Executive Officer
<b>Author:</b>	Rebecca McCall, Chief Executive Officer
<b>File Reference</b>	GOVERNANCE\COUNCIL MEETINGS
<b>Previous Meeting Reference</b>	Nil
<b>Disclosure of Interest:</b>	Nil
<b>Attachments:</b>	Nil

### Purpose of Report

Executive Decision       Legislative Requirement

### Summary

Amendments under Tranche 2 of the Local Government Reform require Council to appoint presiding members by absolute majority

### Background

Under the previous provisions of the Local Government Act 1995, committees established by Council elected their own presiding members. Tranche 2 of the Local Government Reform introduces a change under Schedule 9.3 Division 7 Clause 67(2), which now requires that a local government appoint, by absolute majority, a person to preside at meetings of each committee.

In addition to this governance change, the reform mandates that presiding members of committees be remunerated through prescribed sitting fees.

### Comment

Council is required to appoint presiding members to all current committees. The below table outlines presiding members endorsed at a previous Ordinary Meeting of Council:

Committee	Members	Chair	Deputy Chair	Endorsed
ARIC	All Councillors	Ms Cole	Ms De Luis	MIN 8065/25
Bushfire Advisory	CFCO & CEO	Mr Dixon	No Deputy	Min 7994/25

Following the October 2025 local government swearing-in of newly elected Councillors and election of committee representations there is a need to formally endorse the presiding member. This ensures the appointment process accurately reflects the composition of the newly formed Council.

In accordance with the reform, presiding members—whether elected members or independent persons endorsed by Council—are eligible to receive sitting fees as determined by Council, in line with the provisions outlined in the Salaries and Allowances Tribunal Determination.

## Consultation

Nil

## Statutory Implications

*Local Government Act 1995, Schedule 9.3 Division 7 Clause 67(2)*

### 67. Presiding members

(1) In this clause —

**amendment day** means the day on which section 39 of the 2024 amendment Act comes into operation;

**existing committee** means a committee of the council of a local government that is in place immediately before amendment day;

**new section 5.12(1)** means section 5.12(1) as inserted by section 39 of the 2024 amendment Act.

(2) For each of its existing committees, a local government must make its first appointment of the presiding member under new section 5.12(1) no later than 1 July 2025.

(3) Until the first appointment is made, the person who, immediately before amendment day, is the presiding member of the existing committee may continue to be the presiding member.

(4) If that person goes out of office before the first appointment is made, the person's replacement as presiding member must be appointed by the local government under new section 5.12(1) as soon as practicable (but no later than 1 July 2025).

### 68. Deputy presiding members

(1) In this clause —

**amendment day** means the day on which section 39 of the 2024 amendment Act comes into operation;

**existing deputy presiding member** means a person who, immediately before amendment day, is the deputy presiding member of a committee of the council of a local government;

**new section 5.12(2)** means section 5.12(2) as inserted by section 39 of the 2024 amendment Act.

(2) An existing deputy presiding member may continue to be the deputy presiding member of their committee until the end of 30 June 2025.

(3) Subclause (2) ceases to apply if the existing deputy presiding member, or another person, is appointed by the local government as the deputy presiding member of the committee under new section 5.12(2).

*Salaries and Allowances Act 1975*

## Policy Implications

Fees and Charges

## Strategic Implications

### Strategic Community Plan

Strategic Priority: 4. Civic Leadership

Objective: Well governed and efficiently managed Local Government

**Asset Management Plan**

Nil

**Long Term Financial Plan**

Presiding member remuneration is a relatively immaterial cost to Council. Presiding member fees have been factored into the long-term financial plan.

**Risk Implications**

<b>Risk Profiling Theme</b>	Failure to Fulfill Statutory, Regulatory or Compliance Requirements
<b>Risk Category</b>	Compliance
<b>Consequence Description</b>	No noticeable regulatory or statutory impact
<b>Consequence Rating</b>	Insignificant (1)
<b>Likelihood Rating</b>	Rare (1)
<b>Risk Matrix Rating</b>	Low (1)
<b>Key Controls in Place</b>	Governance Calendar, Financial Management Framework and Legislation
<b>Action / Treatment</b>	Nil
<b>Risk Rating After Treatment</b>	Adequate

**Financial Implications**

There are no additional sitting fees arising from this item.

**Voting Requirements**

Simple Majority  Absolute Majority

**Officer's Recommendation / Council Resolution – Item 12.6**

That Council:

1. Notes the requirement under Schedule 9.3 Division 7 Clause 67(2) of the *Local Government Act 1995*, introduced as part of Tranche 2 of the Local Government Reform, for the local government to appoint, by absolute majority, a presiding member for each committee;
2. Notes that presiding members of committees are entitled to receive the set sitting fees as determined by Council in accordance with the provisions outlined in the Salaries and Allowances Tribunal Determination;
3. Endorses the current composition and presiding members of the Shire of Narembeen's committees as detailed in the table below:

Committee	Chair	Deputy Chair
Roe Regional Organisation of Council	Cr Cusack	Cr Bald
Local Emergency Management Committee	Cr Currie	Cr Stirrat
Plant and Works Committee	Cr Currie	Cr Stirrat

*For: Cr Cusack, Cr Bald, Cr Bray, Cr Currie, Cr Hardham, Cr Smoker, Cr Stirrat. Against: Nil*

UNCONFIRMED

**13. Officers Reports - Development and Regulatory Services**

Nil

UNCONFIRMED

## 14. Officers Reports - Corporate Services

### 14.1 Financial Statements for the Month Ended 30 November 2025

<b>Date:</b>	11 November 2025
<b>Location:</b>	Not applicable
<b>Responsible Officer:</b>	Ben Forbes, Executive Manager Corporate Services
<b>Author:</b>	Ben Forbes, Executive Manager Corporate Services
<b>File Reference</b>	FINANCIAL MANAGEMENT\ACCOUNTING\End of month
<b>Previous Meeting Reference</b>	Nil
<b>Disclosure of Interest:</b>	Nil
<b>Attachments:</b>	14.1A Shire of Narembeen - Financial statements for month ended 30 November 2025

#### Purpose of Report

Executive Decision       Legislative Requirement

#### Summary

For Council to review and the financial statements for the months ended 30 November 2025.

#### Background

The monthly financial reports are presented in accordance with the *Local Government Act 1995* and the *Local Government (Financial Management) Regulations 1996*.

#### Comment

Council's closing funding surplus as at 30 November 2025 is \$3,251,194 with cash on hand of \$9,220,612 including \$5,941,389 of restricted reserves.

#### Consultation

Nil

#### Statutory Implications

*Local Government Act 1995, Section 6.4*

*Regulation 34(1) of the Local Government (Financial Management) Regulations 1996* requires a local government to prepare each month a statement of financial activity.

Regulation 34(2) requires the statement of financial activity to report on the sources and applications of funds, as set out in the annual budget.

#### Policy Implications

Nil

## Strategic Implications

### Strategic Community Plan

Strategic Priority: 4. Civic Leadership

Objective: Well governed and efficiently managed Local Government

Strategy: 4.2 Compliant and resourced Local Government

### Asset Management Plan

Nil

### Long Term Financial Plan

Nil

## Risk Implications

Risk Profiling Theme	Failure to Fulfill Statutory, Regulatory or Compliance Requirements
Risk Category	Compliance
Consequence Description	No noticeable regulatory or statutory impact
Consequence Rating	Insignificant (1)
Likelihood Rating	Rare (1)
Risk Matrix Rating	Low (1)
Key Controls in Place	Governance Calendar, Financial Management Framework and Legislation
Action / Treatment	Nil
Risk Rating After Treatment	Adequate

## Financial Implications

Nil

## Voting Requirements

Simple Majority  Absolute Majority

## Officers Recommendation / Council Resolution – Item 14.1

That Council receive the monthly financial statements for the month ended 30 November 2025.

MIN 8112/25

MOTION - Moved Cr. Currie

Seconded Cr. Smoker

CARRIED 7 / 0

For: Cr Cusack, Cr Bald, Cr Bray, Cr Currie, Cr Hardham, Cr Smoker, Cr Stirrat. Against: Nil

## 14.2 Schedule of Accounts for the Month Ended 30 November 2025

<b>Date:</b>	11 November 2025
<b>Location:</b>	Not applicable
<b>Responsible Officer:</b>	Ben Forbes, Executive Manager Corporate Services
<b>Author:</b>	Ben Forbes, Executive Manager Corporate Services
<b>File Reference</b>	FINANCIAL MANAGEMENT\ACCOUNTING\End of month
<b>Previous Meeting Reference</b>	Nil
<b>Disclosure of Interest:</b>	Nil
<b>Attachments:</b>	14.2A Schedule of Accounts paid for the month ended 30 November 2025

### Purpose of Report

Executive Decision  Legislative Requirement

### Summary

For Council to receive the list of payments made by the Shire of Narembeen for the month ended 30 November 2025.

### Background

The Shire's schedule of accounts paid is to be provided to Council each month, pursuant to the requirements of *Local Government (Financial Management) Regulation 1996*.

### Comment

As per the attached schedule, total payments from Municipal funds for the month ended 30 November 2025 total \$683,300.49.

It should be noted that this does not include credit card expenditure which was debited from Council's municipal funds in December 2025. These expenses will be presented in February 2026 as part of December 2025's financial reporting/.

### Consultation

Nil

### Statutory Implications

*Local Government (Financial Management) Regulations 1996*

#### Reg. 13 List of Accounts

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;
  - b. The amount of the payment;
  - c. The date of the payments; and

d. Sufficient information to identify the transaction.

3. A list prepared under sub regulation (1) or (2) is to be –

- Presented to the council at the next ordinary meeting of council after the list is prepared; and
- Recorded in the minutes of that meeting.

**Policy Implications**

Nil

**Strategic Implications**

**Strategic Community Plan**

Strategic Priority: 4. Civic Leadership

Objective: Well governed and efficiently managed Local Government

Strategy: 4.2 Compliant and resourced Local Government

**Asset Management Plan**

Nil

**Long Term Financial Plan**

Nil

**Risk Implications**

<b>Risk Profiling Theme</b>	Failure to Fulfill Statutory, Regulatory or Compliance Requirements
<b>Risk Category</b>	Compliance
<b>Consequence Description</b>	No noticeable regulatory or statutory impact
<b>Consequence Rating</b>	Insignificant (1)
<b>Likelihood Rating</b>	Rare (1)
<b>Risk Matrix Rating</b>	Low (1)
<b>Key Controls in Place</b>	Governance Calendar, Financial Management Framework and Legislation
<b>Action / Treatment</b>	Nil
<b>Risk Rating After Treatment</b>	Adequate

**Financial Implications**

Nil

**Voting Requirements**

Simple Majority  Absolute Majority

**Officers Recommendation / Council Resolution – Item 14.2**

That Council receive and endorse the schedule of accounts paid for the month ended 30 November 2025.

**MIN 8113/25**

**MOTION** - Moved Cr. Smoker

Seconded Cr. Stirrat

**CARRIED 7 / 0**

*For: Cr Cusack, Cr Bald, Cr Bray, Cr Currie, Cr Hardham, Cr Smoker, Cr Stirrat. Against: Nil*

**15. Officers Reports - Community Services**

Nil

## 16. Officers Reports - Infrastructure Services

### 16.1 Change of Purpose – Crown Reserve 21808 Lot 35 on Deposited Plan 426755

<b>Date:</b>	8 December 2025
<b>Location:</b>	Crown Reserve 21808 Lot 35 on Deposited Plan 426755
<b>Responsible Officer:</b>	Rebecca McCall, Chief Executive Officer
<b>Author:</b>	Ken Markham, Executive Manager Infrastructure Services
<b>File Reference</b>	LANDUSE
<b>Previous Meeting Reference</b>	Nil
<b>Disclosure of Interest:</b>	Nil
<b>Attachments:</b>	16.1A Notification of Application Granted 16.1B Area Permit with Plans and Decision Report

#### Purpose of Report

Executive Decision

Legislative Requirement

#### Summary

Council is requested to endorse a change of purpose for Lot 35 on Deposited Plan 426755 (Crown Reserve 21808) from “Recreation Tennis Court” to “Conservation”. This change is required to allow the land to be used as a formal environmental offset and revegetation site for the approved vegetation clearing associated with the Kondinin–Narembeen / South Kumminin East / Cheetham Road intersection upgrade.

#### Background

As part of the proposed intersection upgrade works, the Shire was required to submit a vegetation clearing application to facilitate the removal of a small number of trees within the road reserve.

Following detailed flora and fauna assessments and extensive consultation with environmental regulators, the project design was amended to reduce the impact on native vegetation and protect potential black cockatoo habitats. This redesign successfully reduced the original clearing footprint from 0.199 hectares to 0.02 hectares, involving the removal of only two trees.

A mandatory condition of the approved clearing permit requires the Shire to provide a suitable environmental offset.

Lot 35 on Deposited Plan 426755 (Reserve 21808) was jointly identified by Shire officers and the Department of Water and Environmental Regulation as a highly suitable offset site. The site's suitability is owing to its total area of 0.81 hectares, which allows a balance after the requested 0.43 hectares for this project to be banked for future offset requirements.

The land will require targeted revegetation works to fully achieve its intended conservation function.

The reserve is currently classified for the purpose of “Recreation Tennis Court”, which is not aligned with the proposed environmental offset use, therefore a resolution of Council is required to initiate the statutory process to change the reserve classification to “Conservation.”





### Comment

The vegetation clearing approval process has been underway for approximately 18 months, contributing to delays in the delivery of the intersection upgrade works. These works remain a safety and infrastructure project priority and are currently scheduled for construction in the first half of the 2027 financial year.

The project has been incorporated into Wheatbelt Secondary Freight Network's (WSFN) forward works program, and detailed cost estimates have been prepared by Shire staff.

Changing the reserve classification is a critical enabling step to:

- Satisfy the clearing permit conditions,
- Ensure environmental compliance, and
- Allow the road upgrade project to proceed without further statutory delay.

It is therefore recommended that Council approve the change of reserve purpose to support both current and future environmental offset obligations associated with Shire road infrastructure works.

### Consultation

Department of Water and Environmental Regulations  
Department of Planning, Land and Heritage  
Chief Executive Officer

### Statutory Implications

*Land Administration Act 1997 (WA)*

Section 41 - Reserving Crown Land, Minister's powers as to subject to section 45(6), the Minister may by order reserve Crown land to the crown for one or more purposes in the public interest.

Section 46 - Care, control and management of reserves

### Policy Implications

Nil

### Strategic Implications

#### Strategic Community Plan

Strategic Priority: 4. Civic Leadership

Objective: Well governed and efficiently managed Local Government

Strategy: 4.2 Compliant and resourced Local Government

#### Asset Management Plan

Nil

#### Long Term Financial Plan

Nil

### Risk Implications

<b>Risk Profiling Theme</b>	Failure to Fulfill Statutory, Regulatory or Compliance Requirements
<b>Risk Category</b>	Compliance
<b>Consequence Description</b>	No noticeable regulatory or statutory impact
<b>Consequence Rating</b>	Insignificant (1)
<b>Likelihood Rating</b>	Rare (1)
<b>Risk Matrix Rating</b>	Low (1)
<b>Key Controls in Place</b>	Legislation and regulatory compliance
<b>Action / Treatment</b>	Nil
<b>Risk Rating After Treatment</b>	Adequate

### Financial Implications

There will be a minor administrative cost associated with the reserve purpose change. These costs will be fully absorbed within the approved road project budget and will not create any additional financial burden on Council.

### Voting Requirements

Simple Majority

Absolute Majority

**Officers Recommendation / Council Resolution – Item 16.1**

That Council:

1. supports the request to the Minister for Lands seeking approval to change the designated purpose of Crown Reserve 21808 (Lot 35 on Deposited Plan 426755) from Recreation Tennis Court to Conservation.
2. Authorises the Chief Executive Officer to prepare and submit the formal application to the Department for Planning, Lands and Heritage to give effect to the change in reserve purpose.

**MIN 8114/25**

**MOTION** - Moved Cr. Bald

Seconded Cr. Bray

**CARRIED 7 / 0**

*For: Cr Cusack, Cr Bald, Cr Bray, Cr Currie, Cr Hardham, Cr Smoker, Cr Stirrat. Against: Nil*

**17. Elected Member Motions of which Previous Notice has been Given**

Nil

**18. Elected Member Motions Without Notice**

Nil

**19. New Business of an Urgent Nature Approved by the Presiding Person or Decision**

Nil

UNCONFIRMED

## 20. Matters for which the Meeting may be Closed

### 20.1 Close the meeting to the Public.

#### Voting Requirements

Simple Majority       Absolute Majority

#### Officers Recommendation / Council Resolution – Item 20.1

That Council close the meeting to public, under Section 5.23 (2) (c) of the Local Government Act 1995, so that it can discuss a potential contract of sale.

MIN 8115/25

**MOTION** - Moved Cr. Stirrat

Seconded Cr. Bald

**CARRIED 7 / 0**

For: Cr Cusack, Cr Bald, Cr Bray, Cr Currie, Cr Hardham, Cr Smoker, Cr Stirrat. Against: Nil

*The Meeting was closed to the public at 5.19pm*

*The Public recording was ceased*

*The Confidential Recording was commenced*

## 20.2 Tender Review RFT2025-07 Design and Construction of One Dwelling Lot 61 Cheetham Way

<b>Date:</b>	4 December 2025
<b>Location:</b>	Lot 61 Cheetham Way Narembeen
<b>Responsible Officer:</b>	Rebecca McCall, Chief Executive Officer
<b>Author:</b>	Garrick Yandle, Project Officer
<b>File Reference</b>	CORPORATE PLANNING/TENDERING
<b>Previous Meeting Reference</b>	Nil
<b>Disclosure of Interest:</b>	Nil
<b>Attachments:</b>	Nil

#### Purpose of Report

Executive Decision       Legislative Requirement

#### Summary

For Council to consider the award of tender for RFT 2025/07 Housing - Design and Construction of One (1) 3x2 Dwelling No. 49 Cheetham Way.

## Officers Recommendation / Council Resolution – Item 20.2

That Council:

1. Declines to accept any of the tenders received for RFT2025/07 Housing – Design and Construction of One (1) 3x2 Dwelling No. 49 Cheetham Way.
2. Notes that this decision is made in accordance with Regulation 18(5) of the Local Government (Functions and General) Regulations 1996, with the reason for declining all tenders to be recorded in the meeting minutes being that all the tenders received were in excess of Council's budget for the project.

**MIN 8116/25**

**MOTION** - Moved Cr. Bray

Seconded Cr. Hardham

**CARRIED 7 / 0**

*For: Cr Cusack, Cr Bald, Cr Bray, Cr Currie, Cr Hardham, Cr Smoker, Cr Stirrat. Against: Nil*

### 20.3 Open the meeting to the Public.

#### Voting Requirements

Simple Majority       Absolute Majority

## Officers Recommendation / Council Resolution – Item 20.3

That Council re-open the meeting to public.

**MIN 8117/25**

**MOTION** - Moved Cr. Stirrat

Seconded Cr. Currie

**CARRIED 7 / 0**

*For: Cr Cusack, Cr Bald, Cr Bray, Cr Currie, Cr Hardham, Cr Smoker, Cr Stirrat. Against: Nil*

*The meeting was reopened to the public at 5.24pm  
The Confidential recording was ceased  
The Public Recording was recommenced  
The Presiding person read the Council Resolutions aloud.*

### 21. Closure of Meeting

The next meeting will be held on Tuesday 17 February 2026 commencing at 5.00pm

There being no further business, the chair declared the meeting closed at 5.25pm

**ATTACHMENT 9.1A**  
**Minutes –GECZ Meeting 13 November 2025**

# Great Eastern Country Zone Minutes

**13 November 2025**

**Hosted by the Shire of Kellerberrin  
(Kellerberrin Recreation & Leisure Centre)**

## **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 were provided as attachments to the Agenda:

1. Item 9.3 Regional Development Australia Wheatbelt
2. Item 10.2 Wheatbelt District Emergency Management Committee
3. Item 11.3 November Executive Committee Minutes
4. Item 12.2 (a) Audit Management letter and (b) Financial Report for the year ended 30 June 2025
5. Item 14.1 WALGA President's Report
6. Item 15 WALGA State Council Agenda ([also available on the WALGA website](#)).

## 1. OPENING, ATTENDANCE AND APOLOGIES

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### 1.1. OPENING

---

The Executive Officer, acting as Chair, opened the meeting at 9.30 am.

### 1.2. ATTENDANCE

---

MEMBERS	2 Voting Delegates from each Member Council
<b>Shire of Bruce Rock</b>	President Cr Ramesh Rajagopalan
	Cr Stephen Strange
	Mr Mark Furr, Chief Executive Officer, non-voting
<b>Shire of Cunderdin</b>	President Cr Alison Harris
	Mr Stuart Hobley, Chief Executive Officer, non-voting
<b>Shire of Dowerin</b>	Mrs Manisha Barthakur, Chief Executive Officer, non-voting
<b>Shire of Kellerberrin</b>	Cr Emily Ryan, Deputy President
	Mr Raymond Griffiths, Chief Executive Officer, voting delegate
<b>Shire of Kondinin</b>	Mr Bruce Wright, Chief Executive Officer, non-voting
<b>Shire of Koorda</b>	President Cr Jannah Stratford
<b>Shire of Merredin</b>	President Cr Donna Crook
	Deputy President, Cr Renee Manning

<b>Shire of Mount Marshall</b>	President Cr Tony Sachse
<b>Shire of Narembeen</b>	President Cr Holly Cusak
	Deputy President, Cr Hannah Bald
<b>Shire of Nungarin</b>	President Cr Pippa de Lacy
	Cr Carl Stobie
<b>Shire of Tammin</b>	Cr Tanya Nicholls
	Mr Andrew Malone, Chief Executive Officer, non-voting
<b>Shire of Trayning</b>	President Cr Melanie Brown
	Mr Peter Naylor, Chief Executive Officer, non voting
<b>Shire of Westonia</b>	President Cr Mark Crees
	Mr Bill Price, Chief Executive Officer
<b>Shire of Wyalkatchem</b>	President Cr Christy Petchell
	Mr Ian McCabe, A/Chief Executive Officer, non-voting
<b>Shire of Yilgarn</b>	President Cr Bryan Close
	Cr Donna Newbury
	Mr Nic Warren, Chief Executive Officer, non-voting

<b>GUESTS</b>	
<b>Main Roads WA</b>	Mr Yogesh Shinde, Network/Asset Manager and Ms Liz Davies, Stakeholder Engagement Manager
<b>Regional Development Australia WA</b>	Mr Josh Pomykala, Director Regional Development
<b>Wheatbelt Development Commission</b>	Mr Rob Cossart, Chief Executive Officer
<b>Wheatbelt District Emergency Management Committee</b>	Ms Shelby Robinson, District Emergency Management Advisor
<b>CBH Group</b>	Ms Kellie Todman, Manager Governance and Industry Relations Ms Emma Haak, Planning and Approval Lead

<b>WALGA</b>
Mr Sam McLeod, Manager Commercial Services
Ms Meghan Dwyer, Governance Specialist
Ms Habiba Farrag, State Council Governance Officer

### 1.3. APOLOGIES

#### MEMBERS

<b>Shire of Dowerin</b>	President Cr Darrel Hudson Cr Ashley Jones
<b>Shire of Kondinin</b>	President Cr Kent Mouritz
<b>Shire of Koorda</b>	Deputy President, Cr Gary Greaves Mr Zac Donovan, Chief Executive Officer, deputy voting delegate
<b>Shire of Merredin</b>	Mr Craig Watts, Chief Executive Officer, non-voting
<b>Shire of Mount Marshall</b>	Deputy President, Cr Nick Gillett Mr Ben McKay, Chief Executive Officer, non-voting
<b>Shire of Mukinbudin</b>	President Cr Gary Shadbolt Ms Tanika McLennan, A/Chief Executive Officer, non-voting
<b>Shire of Narembeen</b>	Ms Rebecca McCall, Chief Executive Officer, deputy voting delegate
<b>Shire of Nungarin</b>	Cr Gary Coumbe Mr David Nayda, Chief Executive Officer, non-voting
<b>Shire of Tammin</b>	President Cr Charmaine Thomson
<b>Shire of Westonia</b>	Deputy President, Cr Ross Della Bosca
<b>Shire of Wyalkatchem</b>	Deputy President Cr Mischa Stratford

#### GUESTS

<b>Water Corporation</b>	Ms Rebecca Bowler, Manager Customer & Stakeholder – Goldfields & Agricultural Region
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#### MEMBERS OF PARLIAMENT

Hon Melissa Price MP, Member for Durack
Mr Rick Wilson MP, Member for O'Connor
Hon Steve Martin MLC
Mr Lachlan Hunter MLA, Member for Central Wheatbelt - apology
Mr Peter Rundle MLA, Member for Roe

**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. ELECTIONS**

Pursuant to the WALGA Constitution, the Secretariat, Mr Sam McLeod (Executive Officer) will be responsible for conducting the election of office bearers, State Council Representatives and Deputy State Council Representatives.

### **3.1. ELECTIONS OF CHAIR AND DEPUTY CHAIR OF THE GREAT EASTERN COUNTRY ZONE**

---

The election for the Chair and Deputy Chair shall be conducted and the term set at two years expiring in November 2027, in line with the terms of State Council representatives and in sync with Local Government Elections.

#### **3.1.1. ZONE CHAIR**

Written nominations may be provided to the Secretariat prior to the commencement of the Zone meeting.

Nominations will also be accepted from the floor. If more than one nomination is received, ballot papers will be distributed and a secret ballot conducted.

#### **DECLARATION**

**That President Cr Tony Sachse is elected as Chair of the Great Eastern Country Zone for the term of 2 years, November 2025 to November 2027.**

#### **3.1.2. DEPUTY ZONE CHAIR**

Written nominations may be provided to the Secretariat prior to the commencement of the Zone meeting.

Nominations will also be accepted from the floor. If more than one nomination is received, ballot papers will be distributed and a secret ballot conducted.

#### **DECLARATION**

**That President Cr Melanie Brown is elected as Deputy Chair of the Great Eastern Country Zone for the term of 2 years, November 2025 to November 2027.**

---

### **3.2. ELECTIONS OF STATE COUNCIL REPRESENTATIVES AND DEPUTY STATE COUNCIL REPRESENTATIVES OF THE GREAT EASTERN COUNTRY ZONE**

---

In accordance with sub-clause 9(3) of the WALGA Constitution, representatives and deputy representatives to the State Council shall be elected by Zones of the Metropolitan and Country constituencies for two (2) year terms, commencing from the Ordinary Meeting of State Council in December 2025 and concluding on the day before the Ordinary Meeting of State Council in December 2027.

For the Great Eastern Country Zone, there is one representative position on State Council and one deputy representative position.

#### **3.2.1. STATE COUNCILLOR**

Written nominations may be provided to the Secretariat prior to the commencement of the Zone meeting.

Nominations will also be accepted from the floor.

In accordance with the guidelines endorsed by State Council, candidates will be afforded the opportunity to make a 2 minute election bid prior to the secret ballot being taken.

If more than one nomination is received, ballot papers will be distributed and a secret ballot conducted.

#### **DECLARATION**

**That Cr Stephen Strange is elected as State Council Representative of the Great Eastern Country Zone to the State Council for the term of 2 years, December 2025 to December 2027.**

#### **3.2.2. DEPUTY STATE COUNCILLOR**

Written nominations may be provided to the Secretariat prior to the commencement of the Zone meeting.

Nominations will also be accepted from the floor.

If more than one nomination is received, ballot papers will be distributed and a secret ballot conducted.

#### **DECLARATION**

**That President Cr Tony Sachse is elected as Deputy State Council Representatives of the Great Eastern Country Zone to the State Council for the term of 2 years, December 2025 to December 2027.**

---

### 3.3. ELECTION OF EXECUTIVE COMMITTEE MEMBERS OF THE GREAT EASTERN COUNTRY ZONE

---

#### 3.3.1. AMENDMENT TO GREAT EASTERN COUNTRY ZONE CONSTITUTION

The Great Eastern Country Zone Constitution prescribes the following regarding the membership of the Executive Committee:

*The Zone Executive Committee shall consist of a maximum of five persons, being:*

- a) President, ex-officio;*
- b) Deputy President, ex-officio;*
- c) Representative to State Council, ex-officio, if not President or Deputy President; and*
- d) two or three Delegates elected from Ordinary Members, as necessary.*

The following changes are recommended for consideration prior to the election of Executive Committee Member, to reflect existing arrangements.

#### **RESOLUTION**

**Mover:** Shire of Cunderdin  
**Seconder:** Shire of Bruce Rock

**That clause 13.1 of the Great Eastern Country Zone Constitution be amended as follows:**

*The Zone Executive Committee shall consist of a maximum of five six persons, being:*

- a) President, ex-officio;*
- b) Deputy President, ex-officio;*
- c) Representative to State Council, ex-officio, if not President or Deputy President; and*
- d) Deputy Representative to State Council, ex-officio, if not President or Deputy President;*
- e) two or three Delegates elected from Ordinary Members, as necessary to fill six positions.*

**CARRIED**

#### 3.3.2. ELECTION OF EXECUTIVE COMMITTEE MEMBERS

The election for the Zone Executive Committee representatives shall be conducted and the term set at two years expiring in November 2025, in line with the terms of Zone Delegates and in sync with Local Government Elections.

Nominations will be taken from the floor.

Should a ballot be required, nominees will be afforded the opportunity to provide a two (2) minute election bid.

The candidates with the greater number of votes will be elected.

## **DECLARATION**

**That President Cr Mark Crees and President Cr Alison Harris and President Cr Pippa de Lacy are declared elected as Zone Executive Committee representative for the term of 2 years, November 2025 to November 2027.**

**The person elected as Chair of the Great Eastern Country Zone will assume the role of Presiding Member following the elections.**

---

**3.4. WHEATBELT DISTRICT EMERGENCY MANAGEMENT COMMITTEE / WHEATBELT OPERATIONAL AREA SUPPORT COMMITTEE OF THE GREAT EASTERN COUNTRY ZONE – 1 DELEGATE AND 1 DEPUTY DELEGATE**

---

The election for the Wheatbelt District Emergency Management Committee/ Wheatbelt Operational Area Support Group Committee delegates of the Great Eastern Country Zone shall be conducted.

Nominations will be taken from the floor.

Should a ballot be required, nominees will be afforded the opportunity to provide a two (2) minute election bid.

The candidates with the greater number of votes will be elected.

## **DECLARATION**

**That President Cr Tony Sachse be elected as the Delegate for the Wheatbelt District Emergency Management Committee Delegate/Wheatbelt Operational Area Support Group Committee of the Great Eastern Country Zone.**

### **Secretariat Note: Temporary Filling of Vacancy**

No nominations were received for the role of Deputy Delegate before or at the election. Accordingly, the vacancy was held over for an election at a later time.

However, following the close of the meeting, an expression of interest was received from **Cr Emily Ryan** of the Shire of Kellerberrin.

Accordingly, it is proposed that Cr Ryan act as the Deputy Delegate, with a formal appointment to be considered by the Zone at its February meeting.

#### **4. 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.

#### **5. ANNOUNCEMENTS**

Nil.

#### **6. LOCAL GOVERNMENT 'VIRTUAL HOST'**

A Zone member Local Government is invited to make a short (10 minutes) presentation on what is occurring in their Local Government.

The Shire of Nungarin made a presentation at the meeting.

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

#### **7. GUEST SPEAKERS**

##### *Guest Speaker Protocols*

- *The main speaker or keynote address to the Zone will be generally 30 minutes with 15 minutes for questions*
- *Other guest speakers will have a time limit of 20 minutes with 10 minutes for questions.*

---

#### **7.1. SPEAKERS FOR THE NOVEMBER ZONE MEETING**

---

##### **7.1.1. WALGA**

Sam McLeod, Zone Executive Officer provided a presentation to Zone Delegates on the role of WALGA, WALGA Zones and Zone Delegates.

**Noted.**

## **8. MEMBERS OF PARLIAMENT**

Nil.

## **9. AGENCY REPORTS**

### *Agency Reports Protocols*

*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 prove 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).*

---

### **9.1. DEPARTMENT OF LOCAL GOVERNMENT, INDUSTRY REGULATION AND SAFETY**

---

The Department of Local Government, Industry Regulation and Safety report was distributed to Zone Delegates on Wednesday, 13 November.

**Noted.**

---

### **9.2. WHEATBELT DEVELOPMENT COMMISSION**

---

*Mr Rob Cossart, Chief Executive Officer provided a verbal update.*

**Noted.**

---

### **9.3. REGIONAL DEVELOPMENT AUSTRALIA WHEATBELT**

---

*Josh Pomykala, Director Regional Development provided a verbal update and answered questions from delegates.*

The RDAW report was distributed with the Agenda.

**Noted.**

---

### **9.4. MAIN ROADS WESTERN AUSTRALIA**

---

*Yogesh Shinde, Network/Asset Manager and Liz Davis, Stakeholder Engagement Manager provided a verbal update and answered questions from delegates.*

Delegates raised matters regarding Great Eastern Highway. An action was later resolved under Item 16.1.

**Noted.**

---

## 9.5. WATER CORPORATION

---

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

**Noted.**

## 10. OTHER REPORTS

*Protocols are as per Agency Reports protocols.*

---

### 10.1. CBH

---

*Kelly Todman, Manager - Govt & Industry Relations and Emma Haak, Planning and Approval Lead provided a verbal update and answered questions from delegates.*

Kelly introduced Ms Haak to the Zone.

**Noted.**

---

### 10.2. WHEATBELT DISTRICT EMERGENCY MANAGEMENT COMMITTEE

---

*Shelby Robinson, Wheatbelt DEMC provided a verbal update and answered questions from delegates.*

The Wheatbelt District Emergency Management Committee report was distributed with the Agenda.

**Noted.**

## 11. MINUTES

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### 11.1. CONFIRMATION OF MINUTES FROM THE GREAT EASTERN COUNTRY ZONE MEETING HELD ON 6 AUGUST 2025

---

The Minutes of the Great Eastern Country Zone meeting held on 6 August 2025 have previously been circulated to Member Councils.

### RESOLUTION

**Mover:** Shire of Westonia

**Seconder:** Shire of Bruce Rock

**That the Minutes of the meeting of the Great Eastern Country Zone held on 6 August 2025 be confirmed as a true and accurate record of the proceedings.**

**CARRIED**

---

## 11.2. BUSINESS ARISING FROM THE MINUTES OF THE GREAT EASTERN COUNTRY ZONE MEETING HELD ON 6 AUGUST 2025

---

### 11.2.1. 2026 FACE TO FACE TRAINING

Training bookings have been secured for the dates below, all to be hosted by the Shire of Westonia.

Block	Units	Dates
Block 1 2 days	Understanding Local Government; Conflict of Interest; Meeting Procedures	Thursday, 5 February and Friday, 6 February 2026
Block 2 2 days	Serving on Council	Thursday, 19 February and Friday, 20 February 2026
Block 3 1 day	Understanding Financial Reports and Budgets	Monday, 9 March 2026

Expressions of interest to attend this free face-to-face training are now open.

**All Zone Councillors are now invited to register their interest to attend one or more blocks of training at: <https://www.surveymonkey.com/r/gecz26training>.**

**Expressions of interest are essential and must be lodged by noon on 24 November 2025.**

As this training is funded by the Zone and generously hosted by the Shire of Westonia, there are no training fees payable to attend this training, but places are limited.

If you are elected to the Council of a Local Government in the Zone, you are welcome to register your interest in attending one or more of the above blocks. Your input will be used to allocate registrations for each block of training.

If interest exceeds the number of available places, places will be allocated with the aim of balancing attendance among Zone Local Governments.

**Noted.**

### 11.2.2. ZONE DELEGATION

The delegation is now planned for the week commencing Monday, 8 June 2026, to align with a Parliamentary sitting week. A workshop to scope and plan the delegation is scheduled for the morning of Wednesday, 25 November, to be held in Kellerberrin.

A pre-briefing for delegation members with Hon Mia Davies (previously a Minister, the Leader of the Opposition, and the Member for Central Wheatbelt), is scheduled for 17 November 2025, to be held via Teams.

The results of the survey distributed to Zone members will inform the planning of the delegation. All newly-elected Zone Executive Committee members will be invited to attend the above.

**Noted.**

### **11.2.3. REVIEW OF ZONE STRATEGIC PRIORITIES**

Following the Zone Delegation Workshop on 25 November 2025, a short overview of the results of the Zone Priorities Survey will be put to the February Zone meeting. This will also be an opportunity for the Delegation to provide an update to the Zone on the intended engagement activities.

**Noted.**

---

### **11.3. MINUTES OF THE GREAT EASTERN COUNTRY ZONE EXECUTIVE COMMITTEE MEETING HELD ON 4 NOVEMBER 2025**

---

The Minutes of the Great Eastern Country Zone Executive Committee meeting held on 4 November 2025 are provided as an attachment (Attachment 3)

#### **RESOLUTION**

**Mover:**      **Shire of Nungarin**  
**Seconder:**    **Shire of Trayning**

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

**CARRIED**

---

### **11.4. BUSINESS ARISING FROM THE GREAT EASTERN COUNTRY EXECUTIVE COMMITTEE MEETING HELD ON 4 NOVEMBER 2025**

---

#### **11.4.1. POTENTIAL REPRESENTATION AT LOCAL GOVERNMENT HOUSING FORUM, THURSDAY 27 NOVEMBER, PARLIAMENT HOUSE, CANBERRA**

Just prior to the recent Executive Committee meeting, Executive Committee Members raised interest in the Zone being represented at the upcoming Local Government Housing Forum, to be held in Canberra on 27 November 2025.

The Forum is being hosted by the Australian Local Government Association (ALGA), with details as follows:

Local Government Housing Forum is being held on Thursday 27 November 2025 at the Australian Parliament House Theatrette, Canberra.

The Forum will run from 3:00 pm – 6:00 pm, followed by a cocktail reception. The cocktail reception will include the 'Parliamentary Friends of Local Government' as co-hosted by Jamie Chaffey MP and Trish Cook MP and attended by Ministers and parliamentarians.

The Housing Forum will bring together local government leaders, the housing sector, and key decision-makers to discuss practical solutions to Australia's housing challenges. The program will include:

- A Ministers' Forum featuring the Hon Clare O'Neil MP, Minister for Housing, Homelessness and Cities and the Hon Kristy McBain MP, Minister for Regional Development, Local Government and Territories and Minister for Emergency Management
- The launch of the Australian Community Housing and ALGA Guide for Local Government on the Delivery of Affordable Housing, spotlighting council case studies and innovative approaches to enabling infrastructure and housing delivery
- Treasury representatives to present on the Government's Enabling Infrastructure Programs
- A networking cocktail reception, with canapés and drinks, providing the opportunity for engagement with federal ministers, sector leaders, and council representatives.

These events are offered to Local Governments to at no cost. We welcome attendance from elected representatives, or your relevant key staff who would find value in the forum.

Initial indications are that the cost to travel to the event would be around \$2,500 per person, assuming economy seats on the direct flights, and noting that the costs will increase if booked closer to the date.

The Zone's 2025-26 current budget does not have a specific expense line item or allocation that could neatly be used for this without impacting another initiative, but it is open to the Zone to draw on cash reserves for this purpose.

The closing date for registrations is on Friday 14 November, with the Zone meeting falling on the day prior (13 November). WALGA's Executive Manager, Policy (Ms Nicole Matthews) will be travelling to the event and can accompany any Zone delegate(s) to the event. Given the tight timeframe, opportunities to organise other engagements as part of the trip will be limited.

It appears that one or two members of the Zone's previous Executive Committee may be available to attend.

The potential for an allocation for such engagement opportunities (for this kind of situation) could be considered in the 2026-27 Zone budget.

The Executive Committee discussed the item and agreed to provide options for attendance to the Zone meeting.

Proposed options are:

1. The Zone funds **one** delegate to attend the Forum
2. The Zone funds **two** delegates to attend the Forum
3. The Zone does not send a delegate on this occasion.

## RECOMMENDATION

### That the Zone:

1. Selects option 1, providing for one delegate to attend the Forum (provided a delegate is available to attend).
2. Determines, though an amendment to this Resolution, a Zone delegate to attend.
3. Authorises an adjustment to the Zone's 2025-26 budget to the extent necessary to enable the resulting expenditure to be drawn from cash reserves.

## RECOMMENDATION AS MOVED

Moved: Shire of Cunderdin

Seconded: Shire of Bruce Rock

### That the Zone:

1. Selects option 1, providing for one delegate to attend the Forum (provided a delegate is available to attend).
2. Nominates President Cr Melanie Brown to attend the Forum to represent the Zone.
3. Authorises an adjustment to the Zone's 2025-26 budget to the extent necessary to enable the resulting expenditure to be drawn from cash reserves.

CARRIED

## 12. ZONE BUSINESS

### 12.1. 2026 MEETING DATES

Meeting dates for the Great Eastern Country Zone's Executive Committee and Zone meetings are presented for the Zone's review and acceptance.

This paper reflects discussions on the proposed rotating schedule for Zone meetings raised at the previous meeting.

#### Zone meetings

Zone meetings are scheduled to align with State Council meetings. The State Council meeting schedule for 2026 is provided in the table below.

Anticipated State Council Agenda distribution	Preferred dates for Zone meetings	State Council meeting Dates
Thursday 5 February	Friday 13 to Monday 23 February	Wednesday 4 March
Thursday 9 April	Friday 17 to Tuesday 28 April	Wednesday 6 May
Thursday 4 June	Friday 12 to Monday 22 June	Wednesday 1 July
Thursday 6 August	Friday 14 to Monday 24 August	Thursday – Friday 3 – 4 September
Thursday 5 November	Friday 13 to Monday 23 November	Wednesday 2 December

The Zone current meets on the **2nd Thursday** of the month as this date is most suitable for all Local Governments. Please see note pertaining to the April meeting of the Zone.

Date	Time	Host Council	WA Parliament Sitting?	Notes
<b>12 February</b>	9:30am	Trayning	No	
<b>23 April</b>	9:30am	Cunderdin	Yes, both Houses	Scheduled instead of the 2 <sup>nd</sup> Thursday of the month, to align with above State Council meeting dates.
<b>11 June*</b>	TBC*	Perth/ MSTeams	Yes, both Houses (desirable for Delegation)	Delegation
<b>13 August</b>	9:30am	Bruce Rock	Yes, both Houses	
<b>12 November</b>	9:30am	Dowerin	Yes, both Houses	

**\*All delegates are requested to place-hold the dates between Tuesday, 9 June to Thursday, 11 June (inclusive) for which meetings or engagements associated with the Delegation may be scheduled.**

#### Executive Committee meetings

Executive Committee meetings are generally scheduled to be held one and a half weeks prior to the Zone meeting. This allows the Executive Committee to meeting and the Zone agenda to be prepared and distributed one week prior to the Zone meeting. All meetings are held electronically.

Executive Committee meetings are currently held on the **1<sup>st</sup> Tuesday** of the month at 8:00am. The Zone Agenda is distributed on the Friday following the meeting. Unfortunately, this often does not allow sufficient time to prepare matters coming out of the Executive Committee meeting.

Accordingly, it is proposed that Executive Committee meetings are held on the **Tuesday two weeks prior** to the Zone meeting, at 8:00am. This will allow additional time for the preparation/finalisation of items for the Zone Agenda, based on discussions at the meeting.

Date
<b>27 January</b>
<b>24 March</b>
<b>19 May</b>
<b>21 July</b>
<b>27 October</b>

## RESOLUTION

Mover: **Shire of Nungarin**  
Seconder: **Shire of Koorda**

**That the Great Eastern Country Zone endorse:**

- 1. the schedule of Zone meeting dates for 2026:**

Date	Time	Host Council
<b>12 February</b>	9:30 am	Trayning
<b>23 April</b>	9:30 am	Cunderdin
<b>11 June*</b>	TBC	Perth/MSTeams
<b>13 August</b>	9:30 am	Bruce Rock
<b>12 November</b>	9:30 am	Dowerin

**\*Delegates are requested to placehold 9 June - 11 June inclusive.**

- 2. the Executive Committee meetings be conducted on the Tuesday two weeks prior to the Zone meeting at 8:00am as an electronic meeting.**

<b>Executive Meeting Dates:</b>
<b>27 January</b>
<b>24 March</b>
<b>19 May</b>
<b>21 July</b>
<b>27 October</b>

**CARRIED**

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### **12.2. AUDITED FINANCIAL STATEMENTS – 1 JULY 2024 TO 30 JUNE 2025**

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The audit of the Zone's 2024–25 financial statements has been completed, and the final audit documents are attached (Attachments 4(a) and (b)).

The following matters were reported to the Committee:

1. During the audit, it was noted that Clause 20 of the Constitution implies that a separate bank account needs to be established for the Zone. However, all transactions are currently processed through the WALGA bank account and tracked via a separate cost centre. The Committee acknowledged that the current process has been formally approved and recorded in the Zone's meeting minutes. It was recommended that the Committee consider formally updating the Constitution.

**For noting. This matter was reported on the 2023/2024 audit and the recommendation was noted and a change to the Constitution will be undertaken at the next review.**

2. It was noted during the audit that the income tax self-assessment return for the financial year 2025 had not yet been lodged with the Australian Tax Office (ATO) as of the date of the audit. It was recommended that the income tax self-assessment return should be lodged with the ATO as soon as possible.

**For noting.**

3. There was an item identified in the Audit which required an adjustment to be made – this has been posted and reflected in the accounts.

**For noting.**

4. There was an error was not adjusted and is considered immaterial and does not impact the opinion of the financial statements.

**For noting.**

## **RESOLUTION**

**Mover:**      **Shire of Trayning**  
**Seconder:**    **Shire of Tammin**

**That the Zone endorse the audited annual financial statements for the year ended 30 June 2025.**

**CARRIED**

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### **12.3. REPORT ON MEETING WITH MINISTER WINTON**

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Due to scheduling challenges with attending Zone Meetings in-person, the Hon Sabine Winton MLA (the Minister for Education; Early Childhood; Preventative Health; Wheatbelt) invited the Zone Chairs and Deputy Chairs from the Avon Midland, Central, and Great Eastern Country Zones to a lunch at Parliament House on 7 October 2025.

Prior to the meeting, the delegates met to discuss key discussion points, and settled on Housing, Health, Roads, and Energy as the four most pressing topics of relevance across the three Zones.

A follow up letter to the Minister on the themes and discussion points discussed at the Lunch, signed by the Chairs of the Zones, is currently being finalised.

**Noted.**

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### **12.4. WHEATBELT REGIONAL CREMATORIUM**

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The Avon-Midland Country Zone endorsed an item to approach the Great Eastern Country Zone for support on an item to undertake advocacy for a crematorium in the Wheatbelt region.

The Avon-Midland Country Zone endorsed the item below.

In July 2021, there was a motion prepared for The Nationals State Convention that proposed:

*That this State Convention of The Nationals WA calls on the State and Federal Government to plan, investigate and fund an eco-friendly crematorium and chapel to be built in Northam in the Central Wheatbelt region of Western Australia.*

The background and reason for the motion was articulated as follows:

*Currently there is no crematorium facility in the Central Wheatbelt region of Western Australia. In fact, there are no crematoriums between Kalgoorlie and the metropolitan area; a distance of some 600 kilometres.*

*It has been accepted in the past that if a person from the Wheatbelt or other wishes to be cremated then arrangements are made with the metropolitan crematorium locations of Karrakatta Cemetery, Pinnaroo Valley Memorial Park, Fremantle Cemetery and more recently Rockingham. Alternative crematoriums are located along the coastal regional cities of Albany, Bunbury, Geraldton and inland Kalgoorlie.*

*In the last year (being 2020), more than 212 cremations were serviced in the Central Wheatbelt with a potential 300 from funeral companies in the Midland area.*

*Cremations are costly where the deceased is transferred from the country to the metropolitan area for a non-attendance and no chapel service. Furthermore, a family member must travel to the metropolitan area to collect the ashes of the deceased, as a funeral business cannot legally collect the ashes on their behalf.*

*Issues faced by already grieving family, relatives and friends include - leave of absence, road safety, traffic anxiety, driving anxiety, fuel costs, accommodation, hire of venues, clothing, catering, flowers and other.*

*Northam is the largest regional town in the Central Wheatbelt with a busy network of five arterial roads, including the Great Eastern Highway, along with the rail network. The Shire of Northam also hosts an airport and helipad that would support repatriated bodies from the North-West and other areas of the State.*

*The well-established Northam Cemetery, along Katrine Road overlooking the Avon River, had land opportunities for regional development and expansion for an eco-friendly crematorium and open air chapel facility (like Kalgoorlie).*

*It is timely that the State and Federal Governments take some responsibility to strategically plan, investigate and fund an eco-friendly (solar power with battery backup and/or natural gas) crematorium and chapel to be built in Northam in the Central Wheatbelt region.*

#### **AVON-MIDLAND COUNTRY ZONE COMMENT**

To date, there has been no State or Federal Government investment in planning or establishing a regional crematorium in the Central Wheatbelt.

The Northam Cemetery Focus Group was recently formed, comprising interested community members. One of the issues raised by the Focus Group has been the

ongoing need for a regional crematorium in the Central Wheatbelt and the lack of action in this regard.

Whilst contemporary statistics for the number of cremations performed across the 8 public crematoria in Western Australia are not available, indications from the Australian Funeral Directors Association are that 72% of funerals conducted in Australia each year are cremations. In metropolitan Perth, this figure is as high as 80%.

The Shire of Northam is currently considering an action being incorporated into its 2025/26 Council Plan (Community Strategic Plan), to develop a Master Plan for the Northam Cemetery. It is anticipated that the Master Plan would include provision for a crematorium and chapel, noting that this facility would require investment from State and/or Federal Government to bring the project to fruition.

Given that a regional crematorium would service many of the Local Governments in the Avon-Midland Zone, the Shire of Northam is seeking to understand if Zone Members are supportive of advocacy being undertaken by the Zone to the State and Federal Governments for investigation, planning and establishment of a regional crematorium in Northam.

If this approach is supported by the Avon-Midland Zone, it is proposed that similar support would be sought from the Central and Gt Eastern Zones. The Shire of Northam would be able to assist the Zone Secretariat with the advocacy work if required.

### **Comment**

There is a notable lack of crematoria in many parts of regional Western Australia. It is understood that there are only crematoria in Perth (operated by the Metropolitan Cemeteries Board), Kalgoorlie (Kalgoorlie Cemeteries Board), and Geraldton (Geraldton Cemeteries Board).

This means that Western Australians in most of regional WA who do not wish to conduct a burial for the remains of a loved one must typically travel to Perth. There have also been unfortunate frustrations with policies limiting the collection of ashes from existing crematoria for regional residents.

Currently, not for profit entities (including Local Governments and Cemeteries Boards) may apply for a license to operate a crematoria. In practice, this means that the Metropolitan Cemeteries Board operates as a monopoly for much of the State. Cremations in Western Australia also tend to be more costly than those in States with multiple licensed providers.

In many parts of the world, crematoria provide a revenue stream which can cross-subsidise the operation and maintenance of adjacent cemeteries.

In recent years, there has been interest in a non-government proponent to establish a crematoria in metropolitan Perth. This interest resulted in a [review of the Cemeteries Act and the Cremation Act](#), which has been ongoing since about 2020.

This initiative therefore appears to hold much promise in providing a valuable option for Wheatbelt residents to assist them grieve the loss of a loved one much closer to home.

## **RESOLUTION**

**Mover:** **Shire of Bruce Rock**  
**Seconder:** **Shire of Kellerberrin**

**That the Great Eastern Country Zone support the Avon-Midland Country Zone in undertaking advocacy with the State and Federal Governments for the investigation, planning and establishment of a Regional Crematorium and Chapel to be located, preferably, at the Northam Cemetery.**

**CARRIED**

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### **12.5. TELSTRA ATU UPDATE**

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Following engagement with Telstra, the State Agencies responsible for the ATU project have decided to implement an interim trial model for the 2025-26 high threat season with DFES responsible for the coordination and connection of portable generators to ATUs during applicable outages.

DFES has progressed to hire generators, which are proposed to be stored by the Shires of Merredin, Narrogin, and Northam during the high-threat period. DFES will coordinate the credentialing and deployment of trained personnel to deploy and connect the generators. DFES will therefore be responsible for liaising with Telstra to manage operational aspects of the project, without the need for Telstra to enter into agreements with the majority of Local Governments across the Wheatbelt.

The vast majority of ATUs are now installed and commissioned. There are 80 sites across the Wheatbelt. WALGA understands that the criteria for the pilot program was to prioritise sites based on addressing upstream network dependencies (as the network is essentially a daisy chain configuration) to mitigate weak links. The dependencies are typically 3+ sites in a group.

A high-level map of sites was included in Telstra's presentation to the Zone in February (see extract below), and WALGA understand that a more detailed map may become available once the pilot arrangements for this summer are finalised.



Recent media coverage is available here: [Generator trial to address mobile phone tower outages during WA emergencies - ABC News](#)

**Noted.**

### 13. ZONE REPORTS.

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#### 13.1. CHAIR REPORT

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*The Chair provided a verbal report and congratulated all new Elected Members and Zone Delegates.*

**Noted.**

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#### 13.2. WALGA ROADWISE

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*Tracey Peacock, Regional Road Safety Advisor was an apology to the meeting.*

## 14. WALGA STATE COUNCIL EXECUTIVE REPORTS

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### 14.1. WALGA PRESIDENT'S REPORT

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The WALGA President's Report was attached to the Agenda.

#### RESOLUTION

Mover: **Shire of Wyalkatchem**  
Seconder: **Shire of Tammin**

**That the WALGA President's Report be received.**

**CARRIED**

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### 14.2. STATE COUNCILLOR REPORT

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*Cr Stephen Strange provided a verbal report.*

#### Secretariat Notes:

*Further to discussion about the Convention, statistics related to the WALGA AGM (which provide a general indication about Convention attendance) are:*

1. *82 of 95 Band 3 & 4 LGs registered Voting Delegates to the AGM.*
2. *9 Band 3 & 4 LGs were apologies/did not register for the AGM.*
3. *4 Band 3 & 4 LGs registered for the Convention but did not register Voting Delegates to the AGM.*
4. *149 of 230 registered Voting Delegates were from Band 3 & 4 LGs.*

*For the Convention overall, 80 of WA's 95 Band 3 and 4 Local Governments registered a total of 311 delegates to attend the Convention. The remaining 15 did not register any delegates. It is possible that not all delegates who were registered attended.*

*A copy of the Office the Australian Energy Infrastructure Commissioner presentation referred to by Cr Strange can be found via this [link](#). A copy of the Overview of the WA Planning Commission (WAPC) Strategic Priorities 2025-2029 presented at the Information Forum referred to by Cr Strange can be found via this [link](#).*

#### RESOLUTION

Mover: **Shire of Cunderdin**  
Seconder: **Shire of Westonia**

**That the State Councillor Report be received.**

**CARRIED**

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### 14.3. STATUS REPORT

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**Noted.**

Agenda Item	Zone Resolution	WALGA Response	WALGA Contact
18 August 2025 <b>Agenda Item 9.4.1 Local Government Elections – Four Year Terms, Two Yearly Election Cycle</b>	That the Great Eastern Country Zone request that WALGA continues to advocate to the State Government to retain the current system of four-year terms with a two-year spill for Local Government elections	This matter will form part of State Council Strategic Forum discussion in December.	<b>Kirsty Martin, Executive Manager, Member Services</b> <b>9213 2095</b> <b>kmartin@walga.asn.au</b>
5 March 2025 <b>State Council Agenda Item 8.1 Climate Change Advocacy Position</b>	The Zone supported the recommendation. However, the Zone also requests that WALGA remains open minded to further conversations on climate change.	<p>WALGA has suggested an approach to the Environment Policy Team which identified that, based on a range of developments at both the State and national level, there is a need to reconsider the draft Advocacy Position. These include the ALGA Adapting Together – Local Government Leadership in a Changing Climate <a href="#">Report</a>, the Australian Government has released the nation's first <a href="#">National Climate Risk Assessment, Climate Adaptation Plan</a> and <a href="#">2035 emissions target</a> and recent comments from the WA Government regarding <a href="#">climate change targets</a>.</p> <p>These developments provide an opportunity to update and streamline the draft Advocacy Position. WALGA will take the feedback provided by Zones and State Councillors, and the additional information and direction released, to finalise a draft Advocacy Position and Background Paper for consideration by the sector in 2026. As previously recommended by the Environment Policy Team Local Governments will be encouraged to provide CEO / Council endorsed feedback on the Position and have at least a 10-week period to provide that feedback.</p>	<b>Nicole Matthews</b> <b>Executive Manager Policy</b> <b>nmatthews@walga.asn.au</b> <b>9213 2039</b>

<p>13 February 2025 Zone Agenda Item</p> <p><b>14.1 WA Telstra Automatic Transfer Unit Pilot Deployment Program</b></p>	<p>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.</p>	<p>Automatic Transfer Units (ATUs) have been installed by Telstra at 80 sites as per their agreement with the State Government. Negotiations are ongoing between DFES and Telstra regarding the locations of where back-up generators will be housed for the pilot phase. Once proposed locations are agreed, discussions with Local Governments in those towns regarding storage, maintenance and dispatch will commence.</p> <p>Deployment will be managed by DFES in conjunction with Telstra. This addresses the residual liability issues that would otherwise fall to volunteers or Local Governments.</p>	<p><b>Ian Duncan</b> <b>Executive Manager Infrastructure</b> <b>iduncan@walga.asn.au</b> <b>9213 2031</b></p>
<p>11 April 2024 Zone Agenda Item</p> <p><b>9.1.2 Agricultural Land Use</b></p>	<p>That the Great Eastern Country Zone recommend that WALGA</p> <ol style="list-style-type: none"> <li>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 by non-agricultural activities that lead to a net reduction of the State's productive agricultural land.</li> <li>2. Within the Policy includes such uses but not limited to tree planting for offsets or carbon, renewable energy generation and transmission.</li> <li>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</li> </ol>	<p>State Council endorsed the Renewable Energy Facilities Advocacy Position at its September 2024 meeting. This position calls for the State Government to develop a renewable energy facility state planning policy that would provide greater guidance to applicants and decision makers.</p> <p>WALGA is continuing its energy transition advocacy and has written to the Hon Amber-Jade Sanderson BA MLA seeking further discussion on this issue.</p> <p>WALGA has appointed consultants to carry out work on the rating of Renewable Energy Projects.</p> <p>This work will contribute to a State Council Agenda item on rating of renewable energy projects considered at the November/December round of Zone and State Council meetings.</p>	<p><b>Nicole Matthews</b> <b>Executive Manager Policy</b> <b>nmatthews@walga.asn.au</b> <b>9213 2039</b></p>

	<p>clearing offsets, or planting for renewable fuels; and renewable energy investments.</p> <p>4. Provides advice to local government on what Policies or Special Area Rates should be considered for the land affected.</p>	<p>State Council resolved as follows:</p> <p>That WALGA advocate to the State Government for:</p> <ol style="list-style-type: none"> <li>1. Legislative amendments to enable WA Local Governments to rate large-scale renewable energy facilities using current rating mechanisms (differential rating based on UV, differential rating based on GRV, or GRV alone) with certainty; <u>and</u></li> <li>2. A commitment to implement a Payment in Lieu of Rates (PiLoR) framework in Western Australia.</li> </ol> <p>COMPLETE</p>	
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## 15. 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 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.

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### 15.1. 2025 ANNUAL GENERAL MEETING RESOLUTIONS (STATE COUNCIL AGENDA ITEM 8.1)

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#### EXECUTIVE SUMMARY

- WALGA's 2025 Annual General Meeting (AGM) was held on 23 September.
- The meeting resolved for WALGA to act in relation to four Member Motions:
  - Provision of Medical Services in Remote and Very Remote Local Governments
  - Homelessness – Short-term Accommodation Solutions
  - Rating Exemption Advocacy Motion
  - Rateability of Miscellaneous Licenses
- The action proposed to be taken in relation to each of the resolutions has been summarised for State Council's consideration.

#### ATTACHMENT

- [WALGA 2025 Annual General Meeting Minutes](#)

#### BACKGROUND

The 2025 WALGA AGM was held on 23 September 2025. 220 Voting Delegates were in attendance, with 124 Local Governments represented.

Five Member Motions were considered, with four being supported by Members at the AGM, as follows.

#### 7.1 Provision of Medical Services in Remote and Very Remote Local Governments

*That WALGA calls on the Western Australian Government and WA Grants Commission to:*

1. *increase the total funding and then the Medical Facilities Cost Adjuster component of the Financial Assistance to Local Governments; and*
2. *recalculate distributions to those Local Governments that are providing block cash payments to attract and retain general practitioners to allow affected Council to redirect ratepayer funds to Local Government responsibilities.*

#### 7.2 Homelessness – Short-term Accommodation Solutions

*That WALGA advocate to the State Government to provide culturally appropriate short-term accommodation options and wrap-around support services that provide sustainable homelessness solutions in all Local Governments across Western Australia.*

### **7.3 Rating Exemption Advocacy Position**

*That WALGA, in addition to its current advocacy positions 2.1.1 and 2.1.2 relating to rating exemptions, advocate to the WA Government for the introduction of a reimbursement model, whereby the WA Government repays Local Government the greater of:*

1. *75% of the value of rates lost in applying the charitable purposes exemption; or*
2. *1% of the total revenue of the Local Government.*

### **7.5 Rateability of Miscellaneous Licenses**

*That WALGA:*

1. *Formally oppose any move by the Local Government Minister to introduce amendments to the Local Government Act to restrict the application of rates on Miscellaneous Licences.*
2. *Develop an advocacy position on sector consultation prior to any amendment to the Local Government Act.*
3. *Undertake a financial analysis of the cost to the Mining Industry of the rating of Miscellaneous Licences compared to the benefit to the Local Government sector.*

#### **COMMENT**

Comment on each of the 2025 AGM resolutions is below.

In considering these resolutions, State Council and the relevant Policy Teams are guided by Clause 22(7) of the [WALGA Constitution](#), as follows:

*Where the State Council considers that a direction or decision from an Annual General Meeting has been made without information or a material nature or in circumstances which have materially altered and such direction or decision is not in the best interests of the Association, the State Council may decline to follow that direction or decision and, in that event, the Chief Executive Officer by notice shall advise the Ordinary Members of the decision of the State Council and the reasons for that decision.*

Members will be informed of progress on the above issues through Policy Team Reports in future State Council Agendas and through the AGM Status Report in next year's AGM Agenda.

#### **7.1 Provision of Medical Services in Remote and Very Remote Local Governments**

A revised Rural and Remote Healthcare Services Advocacy Position was endorsed by State Council on 5 September 2025. The AGM resolution and WALGA's ongoing advocacy align on the need for financial reimbursement for Local Government support for essential primary health care services. WALGA's approach does not specify how reimbursement to Local Governments should be undertaken, or which Local Governments should be eligible. This approach aims to provide flexibility to achieve the same outcome, such as utilising the upcoming renewal of the National Health Reform Agreement.

It is recommended that this resolution be referred to the People and Place Policy Team.

#### **7.2 Homelessness – Short-term Accommodation Solutions**

WALGA is currently reviewing the Homelessness Advocacy Position as part of a regular advocacy position review process. To inform the review, WALGA will survey Local Governments to gather information on the extent of Local Government engagement with homelessness and the extent of services, including accommodation options, available within their Local Government areas.

It is recommended that this resolution be referred to the People and Place Policy Team.

### **7.3 Rating Exemption Advocacy Position**

It is recommended that this resolution be referred to the Governance Policy Team.

### **7.4 Rateability of Miscellaneous Licenses**

An Advocacy Position on Rating of Miscellaneous Licences was endorsed by State Council on 5 September 2025. WALGA will continue to advocate for a broad review on all rating exemption categories and oppose legislative amendments that seek to exempt occupied miscellaneous licence land from rating.

It is recommended that this resolution is endorsed.

#### **WALGA RECOMMENDATION**

That:

1. the following resolutions from the 2025 WALGA Annual General Meeting be referred to the People and Place Policy Team for further work to be undertaken:
  - 7.1 Provision of Medical Services in Remote and Very Remote Local Governments
  - 7.2 Homelessness – Short-term Accommodation Solutions
2. the following resolution from the 2025 WALGA Annual General Meeting be referred to the Governance Policy Team for further work to be undertaken:
  - 7.3 Rating Exemption Advocacy Position
3. the following resolution from the 2025 WALGA Annual General Meeting be endorsed:
  - 7.5 Rateability of Miscellaneous Licences

#### **RESOLUTION**

**Mover:** Shire of Trayning

**Seconder:** Shire of Bruce rock

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

**CARRIED**

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## **15.2. 2026 SALARIES AND ALLOWANCES TRIBUNAL REMUNERATION INQUIRY FOR LOCAL GOVERNMENT CHIEF EXECUTIVE OFFICERS AND ELECTED MEMBERS (STATE COUNCIL AGENDA ITEM 8.2)**

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*By Kathy Robertson, Manager Association and Corporate Governance*

### **EXECUTIVE SUMMARY**

- The Salaries and Allowances Tribunal (SAT) conduct an inquiry into Local Government Chief Executive Officer and Elected Member remuneration annually.
- In preparation for the Inquiry to be undertaken early next year, WALGA has prepared a draft submission to SAT that makes recommendations in relation to Elected Member fees and allowances, Chief Executive Officer remuneration, the Regional/Isolation Allowance and independent Audit, Risk and Improvement Committee (ARIC) member fees.
- The 2026 submission recommends:
  - an increase to Elected Member fees and allowances (including maximum reimbursable expenses) of 3%;
  - an increase to Chief Executive Officer remuneration bands of 3%;
  - an increase to the Regional/Isolation Allowance payable for Local Governments that are particularly isolated, long distances from population centres, and lacking in amenities;
  - the publication of clear guidance to the Local Government sector outlining how the Regional/Isolation Allowance is applied in terms of methodology, criteria and weightings; and
  - an increase to the current fee range for independent committee members, including ARIC members and chairs; and
  - a higher fee range for independent ARIC chairs, in recognition of the additional skill, knowledge and time commitment of the role.
- SAT will publish its determination for 2026-27 in April 2026.
- The Governance Policy Team considered the submission at its meeting on 29 October and recommended that it be included in the December Agenda for State Council endorsement.

### **ATTACHMENT**

- Draft WALGA submission to the 2026 Salaries and Allowances Tribunal Remuneration Inquiry – Local Government Chief Executive Officers and Elected Members

### **POLICY IMPLICATIONS**

The current Advocacy Positions relating to this submission are [Position 2.10 Elected Member Remuneration](#), [Position 2.2.3 Audit, Risk and Improvement Committees](#), [Position 2.10A Chief Executive Officer Remuneration](#), and [Position 2.10A.1 Regional/Isolation Allowance](#).

#### **2.10 Elected Member Remuneration**

*The Local Government sector supports appropriate remuneration of Local Government Elected Members on the basis of:*

1. *Vibrant democracy and good governance: fees and allowances payable to Elected Members should be sufficient to ensure that a diversity of candidates*

*from a range of backgrounds seek election to Local Government leadership positions;*

2. *Demands of the role: as the complexity of Local Government increases, and community expectations placed upon Elected Members grow in the social media age, the remuneration paid to Elected Members for their significant time commitment must compensate them for the personal and opportunity costs of taking on significant community leadership positions;*
3. *Skills and training: with the implementation of the State Government's universal Elected Member training policy and the increasing expectation for Elected Members to undertake training, the time that Elected Members spend on professional development should be recognised by the fees and allowances framework; and*
4. *Economic conditions: Elected Member fees and allowances must be considered within the surrounding economic environment. The value of fees and allowances paid to Elected Members should keep pace with the increasing costs of living and rates of inflation, to ensure that the relative value of Elected Member fees and allowances does not erode over time.*

### **2.2.3 Audit, Risk and Improvement Committees**

*The Local Government sector:*

1. *supports Audit, Risk and Improvement Committees (ARIC) having a clearly defined role with an Elected Member majority;*
2. *supports the option for smaller Local Governments to share ARIC to reduce the burden on their resources;*
3. *does not support the requirement for the chair of the ARIC to be an independent member. The appointment of the chair should be at the discretion of the Local Government; and*
4. *supports the payment of meeting fees or defined reimbursements to independent ARIC members. The fees payable should be set by the Salaries and Allowances Tribunal within a separate fee category and at a suitable level that recognises the skills and knowledge required for such a role.*

### **2.10A Chief Executive Officer Remuneration**

*The Local Government sector supports appropriate remuneration of Local Government Chief Executive Officers on the basis of:*

1. *Importance of the role: the role of the CEO within Local Government is undeniably one of importance. The efficient operations and accountability of Local Governments is dependent on the appointment of a suitably qualified CEO.*
2. *Attraction and retention: Local Governments must compete in the broader labour market to attract and retain CEOs with the requisite qualifications and experience.*
3. *Demands of the role: the skill, workload and time commitment required from the role of a Local Government CEO must be fairly compensated.*

#### **2.10A.1 Regional/Isolation Allowance**

*The Local Government sector:*

1. *values the Regional/Isolation Allowance payable to Chief Executive Officers as an important means for Local Governments, particularly those that are remote or isolated, to supplement remuneration and attract suitably qualified Chief Executive Officers; and*

2. *supports greater transparency regarding methodology of application for the Regional/Isolation Allowance.*

## **BACKGROUND**

The Salaries and Allowances Tribunal (SAT) conduct an annual Inquiry into Local Government Elected Members' fees and allowances and Chief Executive Officers' remuneration. SAT invites submissions from Local Governments and other stakeholders.

SAT are yet to invite submissions for the 2026 Inquiry, however in anticipation of the upcoming end of year closure period and noting that the next ordinary meeting of State Council will be in March, the submission has been drafted early for consideration by Zones and State Council.

Local Governments are also encouraged to make their own submission to SAT, particularly in relation to their individual circumstances including requests to be classified in a different Band.

The content and recommendations in this submission were shaped by existing advocacy positions, previous submissions and feedback from individual Members since the 2025 Determination was published earlier this year.

The 2025 SAT Determination broadly aligned with WALGA's submission on behalf of Members, including:

- 3.5% increase to CEO remuneration band ranges (plus the 0.5% additional Superannuation Guarantee);
- 3.5% increase to the fee band ranges and some allowances for Elected Members (exclusive of superannuation where relevant);
- reduction of the four band ranges for independent committee members to one band, with the range to be from \$0 to \$450; and
- for the first time, provision for reimbursement of expenses for independent committee members.

The Tribunal also made two commitments in relation to:

- conducting a comprehensive survey of Local Governments in the latter half of 2025, the results of which will assist SAT in reviewing the quantum and effectiveness of the Regional/Isolation Allowance; and
- determining the rates for the independent chair of the audit, risk and improvement committee at a future date, to coincide with the commencement of the legislative changes.

## **COMMENT**

WALGA's submission for the 2026 Inquiry makes six recommendations:

1. That Elected Member Fees and Allowances (including maximum reimbursable expenses) are increased by 3%.
2. That the Chief Executive Officer remuneration bands are increased by 3%.
3. That the maximum payable Regional/Isolation Allowance be increased for Local Governments that are particularly isolated, long distances from population centres, and lacking in amenities.

4. That clear guidance be published to the Local Government sector outlining how the Regional/Isolation Allowance is applied in terms of methodology, criteria and weightings.
5. That the current fee range for independent committee members be increased to recognise the level of skill and knowledge required of independent audit, risk and improvement committee members, and to attract suitably skilled individuals to the role.
6. That a higher fee range be determined for independent chairs of audit, risk and improvement committees to recognise the additional skill, knowledge and preparation required to fulfil the role, and to attract suitably skilled individuals.

In relation to Recommendation 1: Elected Member Fees and Allowances, the submission:

- Reiterates WALGA's current advocacy position.
- Points to the current economic conditions putting pressure on households, including those of Elected Members and potential candidates, which lends itself to an increase in fees and allowances. Noting that CPI is currently at 2.1% and WPI 3.7%

In relation to Recommendation 2: Chief Executive Officer Remuneration, the submission:

- Summarises WALGA's current advocacy position in relation to the importance of the role of Chief Executive Officer, including the skill, workload and time commitment required from the role, and the difficulties of attracting and retaining suitable candidates in a competitive labour market.

In relation to Recommendations 3 and 4: Regional/Isolation Allowance, the submission:

- Underlines the importance of the Regional/Isolation Allowance for attracting and retaining quality Chief Executive Officers to some Local Governments that are particularly isolated or remote.
- Recommends both a review of, and publication of guidance about, the methodology, criteria and weightings for the Allowance to provide clarity for the sector.

In relation to Recommendations 5 and 6: Independent Audit, Risk and Improvement Committee Member Fees, the submission:

- Recognises the 2025 Determination went some way to help attract, retain and adequately compensate suitable individuals to the roles of member and chair of ARICs.
- Notes that the current maximum rate of \$450 is not adequately competitive when trying to recruit members and chairs within the broader labour market and should be increased.
- Reinforces WALGA's existing position that a separate, higher fee range needs to be established for ARIC independent chairs.

On 29 October, the Governance Policy Team considered the submission and recommended that it be included in the December State Council Agenda for endorsement.

**WALGA RECOMMENDATION**

That State Council endorse the submission to the 2026 Salaries and Allowances Tribunal Remuneration Inquiry for Local Government Chief Executive Officers and Elected Members.

**RESOLUTION**

**Mover:**      **Shire of Nungarin**  
**Seconder:**    **Shire of Narembeen**

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

**CARRIED**

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## 15.3. TOURISM ADVOCACY POSITION UPDATE (STATE COUNCIL AGENDA ITEM 8.3)

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By Saul Cresswell, Principal Policy Advisor Economic Development

### BACKGROUND

The visitor economy is an important driver of economic development for metropolitan and regional Local Governments in Western Australia. Comprising people travelling for leisure, business events, education, and those visiting friends and relatives, the visitor economy contributed \$18.3 billion to the Western Australian economy in 2023-24. Approximately 45 per cent of this spend took place in the regions.

In 2015, WALGA undertook research and consultation on tourism, developing a *Local Government and Tourism Discussion Paper* that included recommendations. As part of the recommendations, Advocacy Position 3.9 Tourism was endorsed by State Council in March 2017.

Local Governments are instrumental in maintaining the amenity of destinations, a critical factor in safeguarding tourism reputation and repeat visitation. There has been a growth in demands on Local Government resources to meet gaps in service delivery from other levels of Government or the private sector and to align with changes in community expectations (see [WALGA's submission on the Inquiry into Local Government Financial Sustainability](#)).

The WA Government's *Diversify WA* economic framework considers tourism and events a priority sector in the diversification of the state's economy. The *WA Visitor Economy Strategy* (WAVES) sets a vision for a \$25 billion visitor economy by 2033.

The State Government, through Tourism WA and the Regional Tourism Organisations, have developed regional tourism strategies, known as Tourism Destination Management Plans (TDMPS), to identify the challenges and opportunities across demand, supply and capability. TDMPS are the most informed articulation of a shared tourism vision undertaken to date, yet have no funding mechanism to implement them.

Tourism emerged as a key topic in WALGA's 2024 Economic Development Survey, with visitor attraction a focus area for Local Government economic development efforts. Responding to the findings, WALGA undertook a Tourism Survey in June 2025, which received 36 Local Government responses from a diversity of regions, with 92% of respondents stating that tourism had medium or high importance to their Local Government.

WALGA developed the *Role of Local Government in Tourism Discussion Paper*, which outlined the constraints and opportunities for Local Governments, and was distributed for Member and stakeholder feedback in September 2025. It also included a draft revised advocacy position. Feedback was received from 28 Local Governments, plus Tourism WA, Tourism Council WA and Regional Tourism Organisations. Local Government responses were received from each of the five tourism regions: Australia's South West, Australia's North West, Australia's Coral Coast, Australia's Golden Outback and Destination Perth.

The consultation provided unanimous support for the overarching intent of the draft advocacy position. Nearly half of respondents proposed amendments, which were considered and incorporated into to the revised draft advocacy positions.

Key sector feedback during WALGA's consultation, included:

- Inadequate recognition of the pivotal role Local Government plays in providing community infrastructure and services that underpins amenity for visitors, and the need for sustainable funding mechanisms.
- Continued confusion about the roles of tourism agencies across WA and who to turn to for support.
- The prohibitive costs of accessing data relating to tourism in Local Government areas.
- Impacts of a difficult regulatory environment at all levels of government on tourism and events.
- The need for support addressing tourism literacy and the visitor economy.

The People and Place Policy Team endorsed the updated advocacy position at its meeting on 22 October 2025, with the inclusion of an additional point requesting resourcing for emergency management and medical services that face significantly increased demand during peak tourism periods.

## ATTACHMENT

- [The Role of Local Government in Tourism - 2025 Research Paper](#)

## POLICY IMPLICATIONS

WALGA's **current** position:

*That WALGA:*

1. *Continues to advocate for a Local Government tourism strategy to deliver local tourism outcomes;*
2. *In the short-medium term, advocates that the State Government:*
  - a. Produces targeted communication and education for Local Government using existing Tourism WA data to demonstrate the value of tourism to local communities, Elected Members and Local Government officers;*
  - b. Provides guidance for Local Government on marketing small projects including events and attractions;*
  - c. Directs Regional Development Commissions to facilitate the coordination of tourism stakeholders to provide strategic support where required for Local Government; and*
  - d. Provides funding to Local Government for tourist infrastructure.*
3. *In the long term, advocates that the State Government:*
  - a. Articulates the lead agency and defines the roles of other agencies in tourism, to facilitate coordination and collaboration of tourism activities across the State and to enhance Local Government's understanding of tourism in WA;*
  - b. Defines and communicates how it provides destination marketing support to Local Governments and communicates how Local Governments can most effectively direct their resources;*
  - c. Develops a sustainable State Government tourism funding mechanism for both regional and metropolitan Local Governments which is clearly communicated to Local Governments;*

- d. *Implements and invests in Regional Investment Blueprints and delivers through appropriate funding models such as Royalties for Regions and federal funding opportunities which are clearly communicated to Local Government;*
- e. *Continues funding to support sustainability of visitor centres;*
- f. *Undertakes improvements to tourism-related infrastructure and technology including mobile signals and WIFI in regional areas; and*
- g. *Undertakes measures to reduce the cost and improve the scheduling and routes of regional air services.*

It is proposed that the position **be replaced** with:

*WALGA calls on the State Government to:*

1. *Fund the implementation of the WA Visitor Economy Strategy and the supporting Tourism Destination Management Plans and Regional Tourism Development Strategies, including for:*
  - a. *maintenance and renewal of Local Government assets and services that underpin a positive visitor experience*
  - b. *new and existing tourism infrastructure*
  - c. *improving telecommunications infrastructure*
  - d. *measures to reduce the cost and improve the scheduling and routes of regional air services*
  - e. *accredited Visitor Centres.*
2. *Ensure that tourism destinations with significant seasonal influxes of visitors have adequate medical and emergency services and reliable telecommunications.*
3. *Articulate a clear tourism governance framework with defined roles and responsibilities to facilitate coordination and collaboration of tourism activities across the State.*
4. *Adequately consult and consider Local Government when undertaking strategic tourism planning across Western Australia.*
5. *Provide improved access to affordable, timely and granular data that delivers LGA-level insights on visitation, spend and event impacts.*

## **COMMENT**

Since the current advocacy position was adopted, tourism across the State has continued to evolve and change, including post pandemic visitation growth, changing tourism behaviour, and the increasing costs of doing business.

Many challenges identified in the current advocacy position persist and remain part of the new draft advocacy position. These include:

- a lack of clarity in tourism organisation roles and responsibilities
- ineffective coordination efforts
- lack of capacity building opportunities for Local Government
- and inaccessible and expensive data, often missing a localised focus.

The suggested revision to Advocacy Position 3.9 Tourism aims to provide a consolidated and contemporary position on the important role Local Government provides for tourism in WA and how best to capitalise on opportunities to benefit their communities.

The proposed updates to the advocacy position seek to:

- Align State Government investment and support with the contemporary Tourism Destination Management Plans (TDMPS).
- Reiterate the need for clear tourism governance across the State, without reference to which agency should lead the work.
- Reiterate and further clarify the need for accessible data to support informed decision making.
- Emphasise the pivotal role the Local Government sector plays in supporting the visitor experience, and advocate for adequate consultation and funding to ensure this role can be sustained.

WALGA will continue to work with State Government agencies and support the Local Government sector, including sharing the updated tourism research paper which provides context around tourism and the diverse roles Local Government can play.

#### WALGA RECOMMENDATION

That State Council replace Advocacy Position 3.9 Tourism with an updated position as follows:

*WALGA calls on the State Government to:*

1. *Fund the implementation of the WA Visitor Economy Strategy and the supporting Tourism Destination Management Plans and Regional Tourism Development Strategies, including for:*
  - a. *maintenance and renewal of Local Government assets and services that underpin a positive visitor experience*
  - b. *new and existing tourism infrastructure*
  - c. *improving telecommunications infrastructure*
  - d. *measures to reduce the cost and improve the scheduling and routes of regional air services*
  - e. *accredited Visitor Centres.*
2. *Ensure that tourism destinations with a significant seasonal visitor influx have adequate medical and emergency services and reliable telecommunications.*
3. *Articulate a clear tourism governance framework with defined roles and responsibilities to facilitate coordination and collaboration of tourism activities across the State.*
4. *Adequately consult and consider Local Government when undertaking strategic tourism planning across Western Australia.*
5. *Provide improved access to affordable, timely and granular data that delivers LGA-level insights on visitation, spend and event impacts.*

#### RESOLUTION

**Mover:** Shire of Merredin

**Seconder:** Shire of Tammin

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

**CARRIED**

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## 15.4. WASTE MANAGEMENT ADVOCACY POSITIONS (STATE COUNCIL AGENDA ITEM 8.4)

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By *Rebecca Brown, Policy Manager Environment and Waste*

### EXECUTIVE SUMMARY

- WALGA has been undertaking a process of reviewing and updating Advocacy Positions and Policy Statements.
- There are three Waste Management Advocacy Positions (7.2 State Waste Strategy, 7.3 Waste Authority and 7.11 Waste Management and Resource Recovery Partnership Agreement) which have been recently reviewed.
- It was determined that these positions are either no longer relevant or have been incorporated into other positions and it is therefore recommended they be retired.
- To ensure a clear Local Government position on all relevant waste management matters, WALGA is also undertaking a policy position gap analysis to inform the development of future Advocacy Positions.
- The Municipal Waste Advisory Council endorsed retiring the three Advocacy Positions at its meeting on 15 October 2025.

### POLICY IMPLICATIONS

The item retires the existing Advocacy Positions:

#### **7.2 State Waste Strategy**

*Local Government requires leadership and clear direction from the State Government in relation to waste management. As such, Local Government supports the development and implementation of a comprehensive State Waste Strategy which:*

1. *Is consistent with the content, purpose and objective of existing legislation and policy at both a state and national level;*
2. *Clearly identifies the roles and responsibilities of the Waste Authority in regard to the development and implementation of the Strategy, as outlined in the Waste Avoidance and Resource Recovery Act 2007;*
3. *Is reviewed, with Stakeholder input, within 2 years of implementation; and*
4. *Includes achievable targets for all waste streams and focuses on waste reduction, resource recovery and the diversion of waste from landfill. Targets should be based on accurate baseline data and clearly identify roles, responsibilities and funding for each target area.*

#### **7.3 Waste Authority**

*Local Government considers that an independent and effective Waste Authority is required. The role of the Waste Authority should be of a collaborative, facilitative and strategic nature. Specific activities should include:*

1. *Developing, administering, monitoring and reviewing the State Waste Strategy;*
2. *Developing a Priority Waste List (for Extended Producer Responsibility) as required in the Waste Avoidance and Resource Recovery Act 2007; and*
3. *Developing and implementing an annual Business Plan that delivers the objectives of the Waste Strategy.*

### **7.11 Waste Management and Resource Recovery Partnership Agreement**

*The Local Government sector supports the initiation of a State Local Government Partnership Agreement on Waste Management and Resource Recovery.*

#### **BACKGROUND**

The process to review and update Advocacy Positions and Policy Statements relating to waste management is nearing completion. Three Advocacy Positions remain which have recently been reviewed:

- *7.2 State Waste Strategy* - The substance of this position is covered in the [Advocacy Position 7.1 Waste Management Legislation](#) which was endorsed by State Council in March 2025, and outlines requirements for State and Australian Government Waste Strategies.
- *7.3 Waste Authority* - This advocacy position is no longer required, as the Waste Authority's legislative requirements are defined under the WARR Act, and other aspects of waste management are addressed through Policy Position 7.1, endorsed by State Council in March 2025.
- *7.11 Waste Management and Resource Recovery Partnership Agreement* - Partnership agreements have not continued and advocacy efforts are being pursued through a variety of other approaches.

The Municipal Waste Advisory Council endorsed the retirement of the three Advocacy Positions at its meeting on 15 October 2025.

#### **COMMENT**

A review of all existing Advocacy Positions and Policy Statements has been progressed over the last two years. The three remaining advocacy positions are covered or included in other advocacy positions or have become dated and are no longer a relevant focus of advocacy. The Officers Advisory Group supported retiring the Advocacy Positions acknowledging that they are either incorporated into other existing positions or have become outdated. The Municipal Waste Advisory Council endorsed retiring the three Advocacy Positions and supported a gap analysis of advocacy positions.

#### **WALGA RECOMMENDATION**

That State Council retire Advocacy Positions:

1. 7.2 State Waste Strategy;
2. 7.3 Waste Authority; and
3. 7.11 Waste Management and Resource Recovery Partnership Agreement.

#### **RESOLUTION**

**Mover:** **Shire of Bruce Rock**

**Seconder:** **Shire of Wyalkatchem**

**That the Zone supports the WALGA recommendation for State Council Agenda item 8.4 as contained in the State Council Agenda and as provided above.**

**CARRIED**

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## 15.5. ELECTORAL MATERIAL – AUTHORISATION STATEMENT ADDRESS REQUIREMENTS (STATE COUNCIL AGENDA ITEM 8.5)

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By Felicity Morris, Manager Governance and Procurement

### EXECUTIVE SUMMARY

- Authorisation requirements for electoral material are intended to protect the transparency and accountability of the electoral process.
- The mandatory publication of a street address, often the candidate's home, raises privacy and safety concerns, potentially deterring participation in Local Government elections.
- Other Australian jurisdictions offer more flexible approaches, such as allowing post office boxes or partial addresses, which maintain transparency without compromising safety.
- It is proposed that WALGA advocate that only the locality is included in the authorisation statement.
- The Governance Policy Team revised and endorsed the new advocacy position at its meeting on 20 October.

### ATTACHMENT

- [Jurisdictional comparison - Electoral material authorisation requirements](#)

### POLICY IMPLICATIONS

The purpose of this report is to provide a new advocacy position for endorsement. WALGA has several existing advocacy positions regarding election matters, but none dealing with electoral material.

### BACKGROUND

Section 4.87 of the *Local Government Act 1995* requires all printed, published or distributed electoral material to include the name and address of the person who authorised the electoral material. The address cannot be a post office box. Printed electoral material must also include the name and business address of the printer.

In recent electoral cycles, concerns have been raised regarding the requirement to publish a physical address, often the residential address of the candidate. Members increasingly raised these concerns in the lead up to the 2025 Ordinary Local Government Elections, including at the Mayors and Presidents Forum at the 2025 WALGA Convention.

### COMMENT

Authorisation requirements for election advertising are designed to enhance transparency and accountability in the electoral process. By clearly identifying the individual or organisation responsible for electoral communications, these rules ensure that voters can assess the source, credibility, and intent behind campaign materials. This transparency helps voters make informed decisions, discourages misinformation, and prevents "irresponsibility through anonymity". Authorisation also enables regulatory bodies to trace and address any breaches of electoral laws, reinforcing the integrity of democratic participation.

However, the obligation to publish a candidate's physical address raises significant privacy and safety concerns. Candidates for Local Government elections in Western Australia do not typically have official campaign headquarters. They may not have a business or other suitable address to use and are often required to list their personal residence. The internet and social media have increased the accessibility and permanence of personal information, making it easier for individuals to be targeted. Publicly disclosing a residential address can expose candidates and their families to risks such as harassment, intimidation, or unwanted contact, particularly in contentious or high-profile elections. These concerns are especially acute for candidates from vulnerable groups or those campaigning on polarising issues. This may deter individuals from standing for election, thereby limiting diversity and participation in local democracy.

A review of the requirements in other Australian jurisdictions has been carried out and is provided as an attachment. While many jurisdictions have similar requirements to WA, others have more flexible approaches:

- PO boxes satisfy the address requirement in Local Government elections in South Australia and Victoria.
- The locality (town/city) is sufficient for material that is published by an individual in Local Government elections in the Northern Territory, while a full address is required for material published by an organisation.
- The street name and locality are sufficient for material published by an individual in Territory elections in the Northern Territory, while a full address is required for material published by an organisation.
- Only the name of the person authorising the material is required for ACT Territory elections.

This demonstrates that there are a range of options for identifying the person responsible for the material, without needing to provide their address. The Returning Officer and regulatory bodies have access to candidates' contact and nomination details, ensuring that any breaches can be investigated and enforced without compromising personal privacy. The draft advocacy position recommends that the requirement is limited to the name and locality of the person authorising the material.

It should be acknowledged that elected Council Members may be required to disclose their addresses in Primary and Annual Returns, which are available for public inspection. Similarly, a disclosure of a proximity interest in Council Meeting documents may allow a Council Member's address to be identified. However, these materials are not circulated as widely as electoral materials or subject to the heightened electoral context.

As a final matter, if candidates print materials at home, the WAEC advises that no separate statement of the printer's address is required, as this is satisfied by the authorisation statement. Many Australian jurisdictions do not require the printer's name or address on printed electoral materials. Increasingly, printing may be done through companies operating online only, without physical addresses. The review of authorisation requirements provides an opportunity to remove the requirement to include the printer's details.

## WALGA RECOMMENDATION

That WALGA advocate to the State Government to amend section 4.87 of the *Local Government Act 1995* to:

1. Replace the requirement to include the name and address of the person authorising the electoral material, with a requirement to include the name and locality of the person authorising the material.
2. Remove the requirement for the name and business address of the electoral material printer to appear at the end of the electoral material

## RESOLUTION

**Mover:** Shire of Bruce Rock  
**Seconder:** Shire of Cunderdin

**That the Zone supports the WALGA recommendation for State Council Agenda item 8.5 as contained in the State Council Agenda and as provided above.**

**CARRIED**

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## 15.6. OTHER STATE COUNCIL AGENDA ITEMS

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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.

## 16. EMERGING ISSUES

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### 16.1. GREAT EASTERN HIGHWAY ADVOCACY

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Following the Main Roads report, Zone Delegates resolved to undertake additional advocacy regarding Great Eastern Highway, particularly between the Shires of Northam and Yilgarn.

#### RESOLUTION

**Mover:** Shire of Cunderdin  
**Seconder:** Shire of Yilgarn

**That the Zone resolves to draft correspondence to the Minister for Transport concerning the condition of the Great Eastern High between Northam and Yilgarn for signing at the Zone's February meeting.**

**CARRIED**

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### 16.2. REVIEW OF THE COMMUNITY SPORTING AND RECREATION FACILITIES FUND (CSRFF)

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*Shire of Narembeen*

The Department of Creative Industries, Tourism and Sport (CITS) has advised that the Community Sporting and Recreation Facilities Fund (CSRFF) and Club Night Lights Program (CNLP) are currently under review. However, no information has been released on when the review will be completed, what the future structure or timing of the program will be, or whether funding levels will be maintained or adjusted.

This ongoing uncertainty is impacting regional communities that rely heavily on CSRFF support to deliver sport and recreation infrastructure projects. While the State Government's "PlayOn WA 2030" initiative references strengthening funding programs, no detail or assurance has been provided about the continuation or timing of CSRFF rounds.

The CSRFF is a critical funding stream for local governments and community organisations across regional WA, enabling the development, upgrade and renewal of sporting and recreation facilities. Projects are being delayed or placed at risk due to the lack of clarity about future funding rounds and program direction.

Additionally, the program is consistently oversubscribed, funding levels have not kept pace with increasing construction costs and inflation, and regional areas such as the Wheatbelt have limited alternative sources of capital funding. The lack of transparency and timeliness in the review process unfairly disadvantages regional communities, particularly when government priorities appear to be directed toward metropolitan or election-commitment projects.

## **RESOLUTION**

**Mover:** **Shire of Narembeen**  
**Seconder:** **Shire of Koorda**

**That the GECZ:**

- 1. Express its concern at the ongoing review of the Community Sporting and Recreation Facilities Fund (CSRFF) without a timeline for completion or confirmation of the program's future structure or funding levels.**
- 2. Request WALGA to advocate to the Minister for Sport and Recreation and the Department of Creative Industries, Tourism and Sport (CITS) for:**
  - a. Public release of the CSRFF review's scope, commencement date and expected completion timeline;**
  - b. Confirmation of the program's continuation and funding levels beyond the review period, with increases to reflect inflation, demand, and regional construction costs;**
  - c. Commitment that CSRFF will remain a merit-based, transparent, and equitable program accessible to regional and metropolitan communities alike; and**
  - d. Urgent communication of future funding round dates to enable regional local governments and community clubs to plan projects effectively.**
- 3. Request WALGA to highlight to the Minister that the lack of certainty around CSRFF is jeopardising the fruition of regional projects vital to community wellbeing, participation, and sustainability.**

**CARRIED**

## **17. NEXT MEETING**

The next Great Eastern Country Zone meetings will be held on Thursday, 12 February at 9:30am at the Shire of Trayning as per [item 12.1](#).

## **18. CLOSURE**

There being no further business, the Chair closed the meeting at 12:13.

## **POLYPHAGOUS SHOT-HOLE BORER UPDATE – NOVEMBER 2025**

*By Rebecca Brown, Policy Manager Environment and Waste*

### **EXECUTIVE SUMMARY**

- Since the State Council Agenda and Item for Noting was developed, there has been a further development relating to PSHB management.
- On Friday 14 November, the State Government [gazetted](#) changes to the zones within the Quarantine Area for Polyphagous shot-hole borer (PSHB).
- This change sees a significantly larger portion of the metropolitan area, and all 30 Local Governments, having responsibility for managing PSHB infestations.

### **POLICY IMPLICATIONS**

This item relates to [advocacy positions](#) 4.4 Post Border Biosecurity and 4.7 Polyphagous shot-hole borer.

### **BACKGROUND**

On Friday 14 November, the State Government [gazetted](#) changes to the zones within the Quarantine Area (QA) for Polyphagous shot-hole borer (PSHB). Figure 1 shows a comparison of the previous and new areas.

Previously the QA included Zone A and B; with DPIRD undertaking limited activity in Zone A and some tree removal and surveillance in Zone B. Zone A and B have been renamed the Management Zone and Containment Zone, respectively. Zone A, now the Management Zone, has been expanded to cover all 30 Local Governments in the metropolitan area. Previously, Zone A completely covered 15 Local Government areas and partially included 6. The new Management Zone covers 23 Local Governments completely and parts of a further 7 Local Governments.

All Local Governments and other landowners and managers in the Management Zone are now responsible for managing borer-affected trees on their land. The Department of Primary Industry and Regional Development (DPIRD) has discontinued tree removal and pruning in the Management Zone – except where trees were already designated for removal or pruning during the eradication phase of the response.

The Containment Zone is the area between the Management Zone and the outer boundary of the QA. Under the Transition to Management Plan, DPIRD's response will now be limited to pruning and removal of trees in the Containment Zone that pose a risk of spreading the borer outside of the QA.

WALGA met with the DPIRD on Thursday 13 November regarding these changes and requested an urgent briefing for Local Governments in the QA – this was held on Tuesday 18 November. A recording of this session will be made available to Local Government. DPIRD are hosting a more extensive briefing on Monday 8 December.

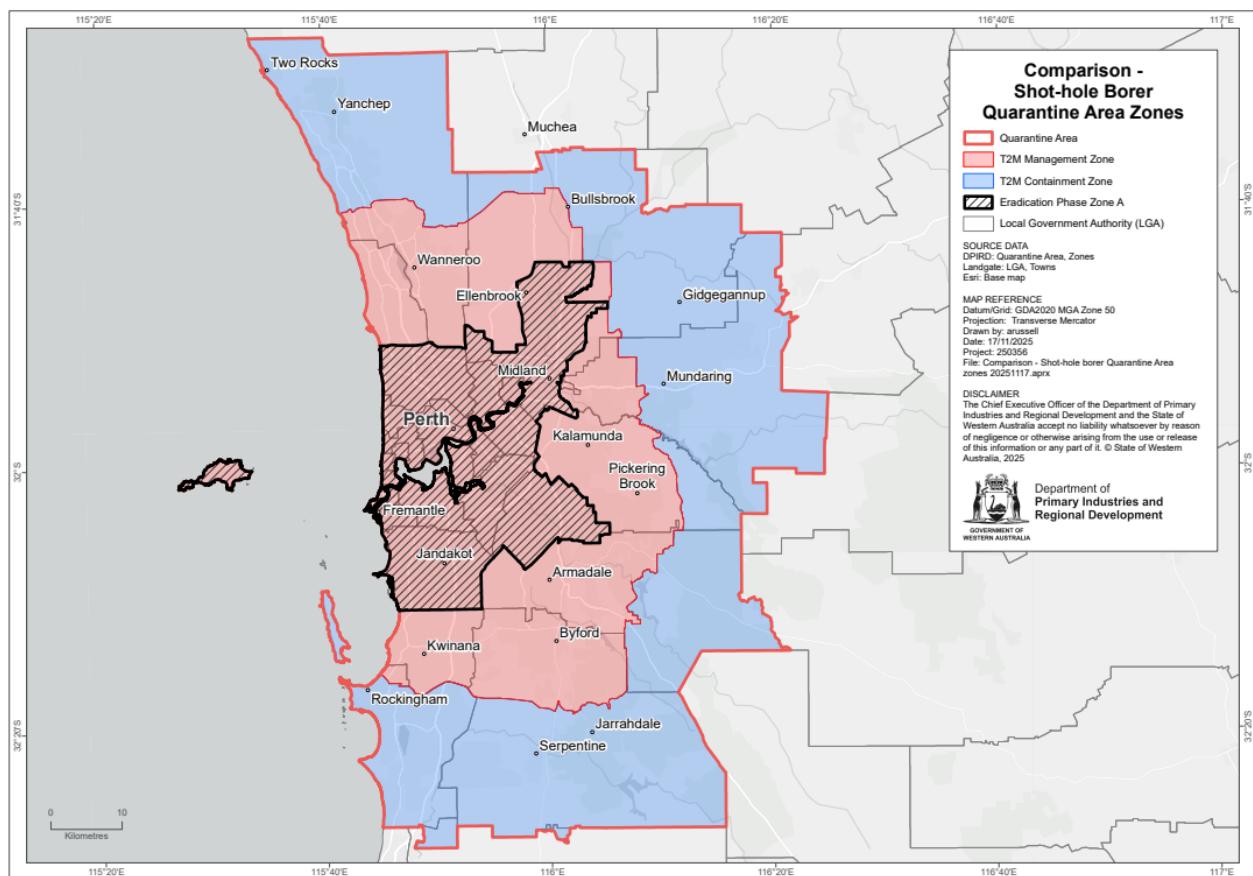


Figure 1: Quarantine Area, with Management and Containment Zones, compared to previous Zone A and B

## COMMENT

WALGA was not consulted on these changes, which have immediate and unanticipated impacts for Local Governments that are now in the Management Zone and ongoing impacts for Local Governments who have been managing PSHB since the Transition to Management commenced in July 2025.

WALGA has expressed its concerns to DPIRD regarding the impact of these changes for the spread of PSHB, on Local Government and the urgent need for further financial support.

To assist Local Governments undertaking management activities, WALGA is hosting capacity building webinars and events.

**ATTACHMENT 9.2A**  
**Minutes – LEMC Meeting 11 December 2025**



# MINUTES

**Local Emergency Management Committee  
11 December 2025**

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## 1. Official Opening and Welcome

The Presiding Person welcomed everyone and declared the meeting open at 3.32pm

## 2. Record of Attendance / Apologies / Leave of Absence

### Committee:

Cr M Currie	Shire of Narembeen
Sgt C Woods	Narembeen Police
Mr M Phillips	Department of Communities
Ms S Robinson	DFES
Ms D Hall	St Johns Narembeen
Mr R Arnold	Narembeen District High School

### Staff:

Ms R McCall	Chief Executive Officer
Ms K Conopo	Executive Governance Officer

### Visitors:

Mr G Civil	DFES Superintendent – Goldfields-Midlands
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### Apologies:

Ms E Mitchell	Narembeen Hospital
Mr K Squibb	Contract Ranger
Mr I Mortimore	St Johns Narembeen
Mr M Dixon	Chief Bush Fire Control Officer
Mr B Forbes	LEMC Executive Officer
Mr M Lethlean	St Johns Narembeen
Cr S Stirrat	Shire of Narembeen
Mr J Corrigan	DFES

## 3. Minutes of Previous Meeting to be Received

3.1 Local Emergency Management Committee Meeting held on 11 September 2025.

### Attachment 3.1A

#### Voting Requirements

Simple Majority

Absolute Majority

#### Recommendation – Item 3.1

That the minutes of the LEMC Committee Meeting held on Thursday 11 September 2025, as presented, be received.

**Moved:** C Woods

**Seconded:** R Arnold

**CARRIED**

## 4. Reports

#### 4.1 Local Emergency Management Committee (LEMC) Members for Review

NOT FOR DISTRIBUTION TO THE PUBLIC WITHOUT APPROVAL OF CHIEF EXECUTIVE OFFICER

Organisation	Name / Position	Address	Phone	Email
Shire of Narembeen	Holly Cusack, Shire President	1 Longhurst Street Narembeen	0429 611 003	<a href="mailto:crcusack@narembeen.wa.gov.au">crcusack@narembeen.wa.gov.au</a>
	Rebecca McCall, CEO		0428 647 312	<a href="mailto:rmccall@narembeen.wa.gov.au">rmccall@narembeen.wa.gov.au</a>
	Ben Forbes, LEMC Executive Officer		0457 667 579	<a href="mailto:bforbes@narembeen.wa.gov.au">bforbes@narembeen.wa.gov.au</a>
WA Police	Sgt Craig Woods, Officer in Charge	9 Longhurst Street Narembeen	9045 6050 0436 851 915	<a href="mailto:craig.woods@police.wa.gov.au">craig.woods@police.wa.gov.au</a>
Fire and Rescue	Murray Dixon, Chief Bushfire Control Officer		0427 645 026	<a href="mailto:fairview1861@gmail.com">fairview1861@gmail.com</a>
Department Fire and Emergency Services	Justin Corrigan, Acting District Officer Avon	79 Newcastle Rd Northam WA 6401	0418 164 118	<a href="mailto:Justin.corrigan@dfes.wa.gov.au">Justin.corrigan@dfes.wa.gov.au</a>
	Shelby Robinson, District Emergency Management Advisor		0488 907 187	<a href="mailto:Shelby.robinson@dfes.wa.gov.au">Shelby.robinson@dfes.wa.gov.au</a>
Narembeen District School	Russell Arnold, Deputy Principal	10 Ada Street Narembeen	0438 141 587	<a href="mailto:russell.arnold@education.wa.edu.au">russell.arnold@education.wa.edu.au</a>
St John Ambulance	Michael Lethlean, President	Latham Road, Narembeen	0428 647 961	<a href="mailto:michael.lethlean@bigpond.com">michael.lethlean@bigpond.com</a>
Narembeen Hospital	Elaine Mitchell, Director of Nursing HSM – Narembeen Hospital	Ada Street, Narembeen	9064 6222	<a href="mailto:elaine.mitchell@health.wa.gov.au">elaine.mitchell@health.wa.gov.au</a>
Department of Communities	Michael Phillips, Regional Coordinator – Wheatbelt	Cnr Fitzgerald and Gairdner Streets, Northam WA 6401	0455 560 041	<a href="mailto:Michael.PHILLIPS@communities.wa.gov.au">Michael.PHILLIPS@communities.wa.gov.au</a>

*Noted the Shire of Narembeen President has changed.*

*Updated phone number of M Phillips.*

*Noted St Johns Ambulance President has changed.*

## 4.2 Agency Reports

Reports to be provided during the meeting.

### 4.2.1 Department of Communities (Attached)

- Evacuation Centre Training completed at the Narrogin Regional Leisure Centre.
- Several activations over the last few weeks in areas affected by bushfires.
- One home was lost in the Geraldton fires.
- Introduction of Go Bags initiative – practical support for people displaced during emergencies

### 4.2.2 Department of Fire and Emergency Services

- The DEMC is conducting the Wheatbelt Roadshow and checking in with the District CEO's, commencing strategic planning for next year particularly around funding and priorities.
- Webinars will recommence in February – if you have any topics you would like to see covered, please contact Shelby.
- Final DEMC Meeting for the year held Wednesday 10 December.
  - Set dated for following year
  - Planning for needs of the district
  - Mapping of Districts Assets
    - Infrastructure
    - Hire of assets
- Planning includes identifying and planning for vulnerable people and disability
- Garth Civil is the new Superintendent for the Goldfields-Midlands region.

### 4.2.3 Narembeen District High School

- 4 collection tanks are currently empty
- Plans to improve the quality of water harvesting with repairs to drains.
- Lock-down drill completed, with some deficiencies identified.

### 4.2.4 Narembeen St Johns

- 13 Volunteers
- Been fairly quiet
- Wanting to undertake the house number marking on the verges
  - Assists with identifying correct house numbers
  - Reflective material makes it easier in the dark.

### 4.2.5 Narembeen VFES

Nil

### 4.2.6 Narembeen Hospital

The hospital is emergency ready and able to assist the shire 24/7.

### 4.2.7 Narembeen Police

- Zero emergency issues
- Successful in recruiting a second officer. Start date is 31 December. He is a mature aged officer, still on probation until he can complete some specific on the job training.

### 4.2.8 Shire of Narembeen (Attachment 4.2.8A)

#### a) AWARE Funding – From Farm to Frontline Project

The Shire of Narembeen has secured **\$7,135 in AWARE funding** toward the project **“From Farm to Frontline: A Collaborative Approach to Fire Season Training and Leadership Development.”** The total project value is **\$9,985**, with the Shire and partner organisations contributing **\$2,850 in cash and in-kind support.**

### **Purpose of the Funding**

The grant supports a three-phase fire preparedness initiative aimed at strengthening emergency capability across the community. Funding will specifically enable:

- **Women’s fire preparedness workshops**, including practical training in pump operation, hose handling, property protection, emergency planning, and use of farm fire equipment.
- **Leadership and emergency management training for Shire executives**, aligned with responsibilities under the *Emergency Management Act 2005*.
- **Volunteer firefighter refresher training**, designed to improve competency levels, build cohesion, and strengthen the local firefighting response.

These activities enhance community resilience, increase preparedness, and improve coordination between local government, volunteers, and rural households during fire emergencies.

#### **b) Shire Administration Office**

**The installation of the new VoIP communication system has been completed.** This cloud-based system replaces aging phone infrastructure and enables voice calls to be transmitted over the internet, improving reliability and flexibility during emergencies.

##### **Key benefits include:**

- **Mobility:** Staff can make and receive calls from any location with internet access.
- **Resilience:** Calls can be redirected to mobiles or alternate sites if local infrastructure is impacted.
- **Scalability:** Additional lines can be added quickly to manage high call volumes.
- **Integration:** Compatible with emergency notification systems for rapid alerts.
- **Cost-effectiveness:** Reduced infrastructure costs support reinvestment into other preparedness measures.

#### **c) Narembeen Community Wellbeing Plan**

**Community wellbeing** refers to the overall health, safety, resilience and connectedness of people within the Shire of Narembeen. The previous Community Wellbeing Plan (2022–2024) focused on reducing alcohol and other drug harms and improving mental health and community connection.

The new **2026–2029 Community Wellbeing Plan** will be developed from **March 2026**, with:

- **Community Survey – February 2026**
- **Stakeholder Workshop – March 2026**

These activities will guide the priorities of the new plan, consistent with the collaborative planning approach outlined in the previous plan.

The past plan delivered strong outcomes; however, **stakeholder engagement has declined**, and rebuilding participation is a key focus. Invitations have been distributed to key organisations,

and the Shire welcomes additional interest from community groups or agencies wishing to contribute.

Organisations are invited to join the Community Wellbeing Plan Committee, which involves:

- Attending at least 50% of meetings (three per year),
- Leading one activity within the plan, and
- Partnering on initiatives that support community wellbeing.

The new plan will also serve as an informing strategy for the Shire's **Public Health Plan review in 2026** and align with **Emergency Management Plans**.

If you or your organisation would like to participate—or know someone who may be interested—please contact the Shire.

**d) Disaster Ready Fund Application – Update**

RoeROC and WEROC made a joint grant application to the 2025-26 Disaster Ready Fund (DRF) for provision of power upgrades and installation of backup generators at each evacuation centre. The following response was received on November 18, 2025.

*"I regret to inform you that the 'Eastern Wheatbelt Power Resilience' project was not recommended for funding by the National Emergency Management Agency. Unfortunately, due to the high number of applications and the limited funding available, not all deserving projects could be supported in this round."*

A copy of successful applicants can be found on the link [Disaster Ready Fund | NEMA](#)

The RoeROC Executive Officer will monitor future funding opportunities for this project.

**e) Bush Fire Brigade Local Law 2025**

The proposed local law has been updated to incorporate the recommended changes recently issued by the Department of Local Government, Industry Regulation and Safety. The revised draft will be presented to Council in December for consideration and endorsement.

Subject to Council approval and the completion of the statutory requirements, it is anticipated that the local law will proceed to finalisation and be **gazetted in the New Year**.

**f) Shire Emergencies in Facilities Plan and Evacuation Diagrams - Update**

The review and updating of evacuation diagrams for all Shire buildings is ongoing, with further refinements completed since the last report. Development of the broader workplace emergency preparedness plan is also progressing.

## 5. Other Business

### 5.1 Status Report

Attachment 5.1A

This item is provided for information. Further clarification of actions may be required in relation to the status of items.

### 5.2 LEMC Membership Desktop Review

A review of the committee's membership was proposed at the March 2025 LEMC meeting to consider the inclusion of additional external stakeholders. **Attachment 5.2A** presents an initial desktop review for consideration and discussion prior to finalisation.

### 5.3 LEMC Terms of Reference Review

Attachment 5.3A

A revised draft of the LEMC Terms of Reference has been prepared to ensure alignment with the LEMA and current State Emergency Management requirements. Committee members are encouraged to read through the updated document and provide any feedback, suggested amendments or points for clarification. Unless the Committee is satisfied with the proposed changes and wishes to recommend adoption earlier, the revised Terms of Reference will be represented at the March LEMC meeting, with a view to recommending Council adoption. Alternatively, if the Committee agrees the changes are ready for progression, the document can be presented to Council for adoption in December 2025.

*Include the DFES Governance Structure in the ToR.*

**Moved:** C Woods

**Seconded:** S Robinson

**CARRIED**

### 5.4 Messaging Platform Upgrade

The Shire is transitioning from the Telstra Desktop Messaging service to the Whispir platform, as the current Telstra application will be discontinued within the next 12 months. A review of available alternatives identified Whispir as the preferred option due to its improved functionality and greater cost-effectiveness. The transition to Whispir is expected to be relatively seamless, with minimal disruption to users. Communication outlining the change and any required actions will be distributed prior to the transition.

### 5.5 Communication and Power Outage Response Plan – Preparedness Action Update

Attachment 5.5A

This item is presented for information. Further clarification or action may be required as the status items progress.

### 5.6 Mt Walker Standpipe – Access and Use Parameters

A new standpipe has recently been installed at Mt Walker, supported by a 250,000-litre storage tank powered by a solar pump system. The system operates at a flow rate of approximately 49 litres per minute (2,940 litres per hour), meaning it would take around 10 hours to refill 30,000 litres under optimal daylight conditions. As the refill process relies solely on solar power, the system's capacity and recharge rate are limited to daylight hours.

Given the restricted refill rate and storage volume, the Mt Walker standpipe is limited to the following uses:

- Emergency response and stock water only.
- No filling for household, shed tanks, or spraying purposes.
- Shire works use – permitted only during winter months and restricted to roadworks within the Mt Walker area.

These parameters are intended to safeguard the water supply, prioritise critical needs, and maintain system functionality during periods of high demand.

This item is provided for information.

## **6. Correspondence**

### **6.1 Correspondence out**

Nil

### **6.2 Correspondence in**

Nil

## **7. Closure of Meeting**

The next meeting will be held on 12 March 2026, 3.30pm at the Shire of Narembeen Council Chambers.

There being no further business, the chair declared the meeting closed at 4.07pm.

**ATTACHMENT 9.3A**  
**Minutes – Plant and Works Advisory**  
**Committee Meeting 10 February 2026**



# **MINTUES**

**Plant and Works Committee Workshop**  
**10 February 2026**



## NOTICE OF MEETING

Dear Committee Members,

In accordance with the provisions of Section 5.5 of the Local Government Act, you are hereby notified that the Plant and Works Committee Meeting has been convened for:

**Date:** **Tuesday 10 February 2026**

**At:** Shire Council Chambers  
1 Longhurst Street, Narembeen

**Commencing:** 2.00pm

**Rebecca McCall**  
**Chief Executive Officer**

5 February 2026

### DISCLAIMER

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

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

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## 1. Official Opening and Welcome

The meeting was declared open at 2.00pm

## 2. Record of Attendance / Apologies / Leave of Absence

### Councillors:

Cr CD Bray	
Cr MJ Currie	Chair
Cr SW Stirrat	
Cr HJ Bald	Proxy

### Staff:

Ms R McCall	Chief Executive Officer
Mr K Markham	Executive Manager Infrastructure Services

### Apologies:

## 3. Disclosure of Interest

Nil

## 4. Confirmation of Previous Meeting

### 4.1 Plant and Works Committee Meeting 17 March 2025

#### Attachment 4.1A

#### Voting Requirements

Simple Majority       Absolute Majority

#### Recommendation – Item 4.1

That the notes of the Shire of Narembeen Plant and Works Committee Workshop held on Monday 17 March 2025, as presented, be received.

## 5. Officer Reports

### 5.1 5 Year Road Program

**Attachment 5.1A** outlines the current five-year road program, covering both construction and maintenance. The Committee may review the program and recommend changes based on evolving circumstances and priorities.

The program considers the following funding sources:

- Black Sport
- Municipal (discretionary)
- Regional Road Group (5-Year plan reviewed annually)
- Road 2 Recovery (discretionary)WSFN

Over the past 12 months several road issues have arisen which will require consideration in the program or being brought forward. The following roads and issues identified are:

- South Kumminin East Road - gravel section from end of bitumen requiring numerous grading during harvest (between 3 and 9.5km).
- Calzoni Road - gravel section requiring numerous grading over harvest. Numerous sections requiring graveling. Would require spreading work out over several years.
- Mt Walker Road- complete gravel shoulders between Narembeen South Road and Mt Arrowsmith Road.
- Dayman Road - section from Kondinin Narembeen Road and Bows Road continually fails. Requires graveling.

## **DISCUSSION**

*The Committee discusses the above road issues and agrees consideration in the program or being brought forward.*

## **ACTIONS**

The EMIS is to undertake scoping and costing on the identified projects and develop an amended 5-Year program for consideration at the next Plant and Works Committee meeting.

### Project Assessments

1. South Kumminin East Road
 

Provide costed options for re-sheeting works over a total length of 9.5 km:

  - Option 1: Complete the full 9.5 km in the 2026/27 financial year.
  - Option 2: Split the 9.5 km over two financial years.
  - Option 3: Split the 9.5 km over three financial years.
  - Determine if project fits Commodity Route Funding criteria.
2. Calzoni Road
  - Ascertain current road users, purpose of use, and period of use.
  - Scope and cost proposed works.
  - Provide a recommendation to the Committee on whether works should be scheduled, and if so, the appropriate timing within the program.
3. Mt Walker Road and Dayman Road
  - Confirm inclusion within the 5-Year Program.
  - Schedule works for the 2026/27 financial year.
  - Provide costings and outline any required movement or reprioritisation of existing projects within the current 5-Year Program to accommodate these additions.

### Reporting

That the EMIS present findings, costings, and proposed amendments to the 5-Year Program, including impacts on existing projects, to the Plant and Works Committee for consideration.

## **5.2 Black Spot Survey Results**

**Attachment 5.2A** presents the result of the Blackspot Survey conducted December 2025.

A community survey was conducted to assist in identifying potential Blackspot locations across the Shire's road network. The information received will support the development of future Blackspot funding applications by helping to prioritise higher-risk locations and issues.

As the Shire has minimal to no recorded crash data, road safety audits would be relied upon as part of the Blackspot application process. Prioritising road safety concerns enables planning for these audits, which provide recommendations for potential treatments. Concept designs and cost estimates are then developed to support funding submissions.

While the survey focused primarily on road safety issues such as intersections, a number of responses raised concerns relating to unsealed roads and narrow seal widths. Although these matters may present safety risks, works of this nature are typically addressed through alternative funding programs, including Regional Road Group (RRG), Roads to Recovery (R2R), and Council-funded works. Several of these concerns are already known to the Shire.

## **DISCUSSION**

*The Committee discussed the survey results and noted the value of the responses received.*

## **ACTIONS**

That the CEO prepare community communications thanking respondents for their valued feedback and advising that responses are currently being evaluated, with a report being prepared to determine appropriate actions and/or further feedback.

### Reporting

That the survey responses be used to inform the development of a Black Spot Strategy, including:

- Identification of black spot projects arising from the survey.
- Prioritisation of projects for planning purposes.
- An outline of the process and eligibility criteria for applying to Commonwealth and State Black Spot funding programs, as well as consideration of alternative funding streams.

The Strategy is to be used as a working tool to support the Shire in undertaking meaningful, action-based planning, with the objective of progressing projects to delivery.

Survey-identified works that are not eligible as Black Spot projects will be assessed on their individual merits to determine whether further action is required.

That the report be presented to the Plant and Works Committee for consideration.

## **5.3 Draft Transport Road Hierarchy and Service Level Plan**

**Attachment 5.3A** presents the Draft Transport Road Hierarchy and Service Level Plan for Committee review.

The Plan defines the minimum service standards for the management, maintenance, renewal and upgrade of the Shire of Narembeen's transport assets.

## **DISCUSSION**

*The Committee discussed the Plan and noted the need to monitor its implementation to determine whether the service standards outlined can be achieved within existing resources, capacity, and capability.*

## **ACTIONS**

1. That the Draft Transport Road Hierarchy and Service Level Plan be presented to the February Ordinary Council Meeting for consideration.
2. That Management review current complaints processes and investigate alternative methods for managing complaints, feedback, and service requests, including the exploration of digital solutions.
3. That Management consider options to map and record maintenance works to enable streamlined reporting and more effective communication with Council and the community.
4. That Management arrange a farmers' meeting prior to the 2026 harvest to:
  - ascertain predicted levels of grain movements,

- understand how grain will be transported, and
- advise farmers of preferred transport routes, with the aim of preserving road assets and improving road safety through collaboration and shared responsibility.

5. That Budget consideration be given to either retaining a fourth grader to enable operator training, or engaging a contractor, to improve responsiveness during winter conditions, achieve the service standards outlined in the Plan, and meet required standards for summer grading.
6. That the Plan be monitored and reviewed on an annual basis.

## 5.4 Restricted Access Vehicle (RAV) Conditions

**Attachment 5.4A** List of Shire's roads and their current RAV operating conditions.

**Attachment 5.4C** Standard Restricted Access Vehicle Route Assessment Guidelines.

RAV operating conditions are applied for a range of reasons. Roads identified as Low Volume in the RAV Mapping Tool may have speed restrictions due to not meeting the minimum road width requirements outlined in the assessment tables. In other cases, restrictions have been applied at the request of the Local Government or to mitigate identified safety risks.

To remove or amend speed restrictions, confirmation is required that road widths meet the applicable standards and that there are no other safety concerns along the route. Where deficiencies remain and a change to the operating conditions is still desired, works would need to be undertaken to upgrade the road or affected sections to the standard required for the proposed speed restriction.

Main Roads is generally supportive of the Shire's approach to standardising access conditions across roads approved on the RAV Network, where deemed appropriate by Heavy Vehicle Services (HVS). This approach supports driver compliance and promotes a consistent and sustainable asset management framework through the appropriate application of RAV Network access conditions.

The proposed RAV conditions will also align with and inform the Transport Road Hierarchy and Service Level Plan.

### DISCUSSION

*The Committee discussed RAV conditions in detail and agreed that improvements are required to streamline conditions and remove inconsistencies, while maintaining an appropriate balance between asset preservation and road safety. An agreed minimum – rate all roads RAV7, speed limit for unsealed roads 80km/hr.*

### **ACTIONS**

1. That the EMIS liaise with Main Roads to progress improvements to RAV conditions, including consideration of agreed minimum standards of:
  - rating all roads to RAV 7, and
  - applying an 80 km/h speed limit on unsealed roads,
 while maintaining an appropriate balance between asset preservation and road safety.
2. That the outcome of discussions be reported back to the Plant and Works Committee for consideration.

## 5.5 Road Video Data

The Shire engaged HC Constructions to undertake video footage of the road network.

This footage is a requirement of DEFES should the Shire experience a natural disaster impacting the road network and subsequently apply for funding. It is recommended that this video capture be undertaken every three years.

The footage will also be a valuable tool when assessing roads and identifying issues such as blackspot concerns, vegetation encroachment, and overall road conditions. It allows for an initial desktop review prior to undertaking site visits, where required.

A demonstration of the captured footage was provided at the meeting.

## **5.6 SLIP**

Website: <https://maps.slip.wa.gov.au/landgate/locate/>

The SLIP website provides numerous information including current school bus routes, roads, shire boundaries and various other useful imagery.

A demonstration was provided at the meeting.

## **6. Other Business**

Water Access Update

The EMIS provided an update on access to the Ramelius bore and recent discussions with DWER regarding Wadderin Dam, including the option to reinvestigate potential access to this water source.

The Ramelius mine pit water point was also identified as a possible option; however, access is constrained by topographical and logistical barriers.

## **7. Closure of Meeting**

Details of the next meeting will be advised.

There being no further business, the chair declared the meeting closed at 3.56 pm.

**ATTACHMENT 13.1A**  
**IPR Quarterly Progress Report**  
**December 2025**

# Corporate Business Plan Quarterly Progress Report – December 2025

ACTION LEGEND			PROGRESS LEGEND					
Develop			Limited progress or strategy unable to be delivered				●	
Implement			Project yet to commence or some issues identified impact delivery				○	
Continue/Maintain			Good progress on delivering strategy or strategy completed				○	

1. COMMUNITY: Happy, safe, healthy and inclusive community									
STRATEGY		ACTION		22/23	23/24	24/25	25/26	Comment	Progress
1.1	Together with key stakeholders identify and deliver opportunities for young people across the Shire	a. Develop and Implement a Youth Plan		D	○	C/M	C/M	Youth Plan 2024-2028 adopted September 2024; School holiday program provided; Hosted Halloween Disco; Multi-Purpose Bike Track project brief completed.	○
		b. Maintain a strong supportive relationship with the Narembeen District High School to encourage youth development		C/M	C/M	C/M	C/M	Supported end-of-year presentation awards and school swimming activities.	○
1.2	Facilitate and advocate for quality health services, health facilities and programs in the Shire	a. Continued support for the retention of the ambulance service, hospital, general practitioner and police service		C/M	C/M	C/M	C/M	Liaison and support continue.	○
		b. Co-ordinate regular schedule of seniors programs and events by the Shire		C/M	C/M	C/M	C/M	Hosted weekly Morning Coffee Club, Wadderin Wildflower Tour, Seniors Week Luncheon and monthly Senior Movies; Hosted Understanding My Aged Care seminar.	○
		c. Develop and Implement Aged Friendly Community Plan			D	○	C/M	Aged Friendly Community Plan was prepared in 2016.	○
		d. Implement the Public Health Plan and Community Wellbeing Plan			○	C/M	C/M	Monitoring of strategies identified in the Public Health Plan 2022-2026; Community Wellbeing Plan quarterly CWP Committee meeting held and initiatives progressing; Held RUOK event.	○
1.3	Inclusive community activities, events, and initiatives	a. Develop and implement annual community development operational plan and ensure it is aligned with IPR Suite of Plans.		○	D	○	D	Implementation of the 2025/26 operational plan continues; Planning for SCP and CBP major review progressing.	○

		b. Source funding and co-ordinate delivery on initiatives that support arts, culture, and learning	C/M	C/M	C/M	C/M	Submission for Currall Street Slow Zone project successful; Held Community Christmas Street Party.	○
		c. Implement the conservation plan Old Church Museum and Town Hall (State Heritage listed)	I	I			Assessment of rising damp undertaken by contractor during site visit in February 2024. Engaged a contractor to inspect heritage buildings and provide a report with recommendations for the repair and maintenance to support the preservation of these assets.	○
1.4	Recreational, social and heritage spaces are safe and celebrate our lifestyle and active and healthy pursuits	a. Progressive achievement of the Sport and Recreation Facilities Plan	D	D	I	I	CNLP Football Lighting Upgrade tender awarded and project commenced; Commenced development of Basketball and Netball Undercover Canopy and Court Resurfacing Project Brief; Motocross track maintenance and perimeter fencing completed.	○
		b. Undertake review of green spaces / reserves to maximise usage and identify optimum service levels for ovals and reserves.			D	I	Preliminaries for review commenced.	○
		c. Support and promote local heritage education and maintenance of heritage facilities	D	I	C/M	C/M	Engaged a contractor to inspect heritage buildings and provide a report with recommendations for the repair and maintenance to support the preservation of these assets.	○
1.5	Support local volunteer organisations through initiatives that reduce volunteer fatigue and strengthen their resilience	a. Investigate and quantify volunteer contributions across our Shire			D	I	Action deferred until 2026/27.	○
		b. Deliver initiatives to support volunteer organisations		D	I	C/M	Indirect deliverables include the support of the Fence Post; Direct deliverables include the support Lions Club, Wadderin Wildlife Sanctuary, Narembeen District High School, Narembeen Football Club, Narembeen Tennis Club and Narembeen Club.	○
		c. Offer the Community Grant Scheme with Go Narembeen and Ramelius Resources	C/M	C/M	C/M		4 applications successful for CBF Round 9 and 2 applications successful for the inaugural Bin 2 Bin Community Benefit Fund.	○
1.6	Support emergency services planning, risk mitigation, response, and recovery	a. Active leadership and participation in Emergency Management	I	C/M	C/M	C/M	LEMC general meeting held in December; AWARE application successful to support the delivery of Farm to Frontline training.	○
		b. Update the Animal Welfare Plan	D	I			Animal Welfare Plan adopted March 2024.	○

		c. Undertake review of Bush Fire Brigade management and operation	D	I			Bushfire Framework completed; Draft Bush Fire Local Law advertised and now ready for gazettal; Fire Response Plan in draft.	O
<b>2. ECONOMY: Retain and grow existing businesses, employment and attract new industry</b>								
STRATEGY	ACTION	22/23	23/24	24/25	25/26	Comment	Progress	
2.1	Support the diverse industry across the Shire.	a. Townsite intersection improvements completed	I				Project completed.	O
		b. Continue to improve townsite attractiveness in collaboration with business and community groups	D	I	C/M	C/M	Town clock and heritage precinct landscaping projects completed.	O
		c. Develop and Implement Economic Development Plan			D	I	Action deferred until 2025-2026 due to competing priorities.	O
		d. Undertake industrial land subdivision	D	I			Project deferred due to other corporate priorities.	O
		e. Facilitate expansion of telecommunications networks across the Shire and advocate for reduced number of black spots	D	I	CM	CM	Q3 - approval granted to Crisp Wireless to install additional telecommunications infrastructure.	O
		f. New Action  Facilitate the implementation of telecommunication backup systems to address extended power outages				D	Installation of a generator at the Recreation Centre and Administration Centre completed; Disaster Ready Fund application for CRC precinct generator unsuccessful.	O
		g. Review town planning scheme				D	Scheme amendment progressing; Report of Review endorsed; Progressing development of ROEROC Local Planning Strategy.	O
		h. Work with Go Narembeen to deliver positive economic outcomes	C/M	C/M	C/M	C/M	Continue to collaborate in the Go Narembeen; Community Benefit Fund.	O
		i. Promote commercial spaces to maximise utilisation		D	I	C/M	All commercial properties are leased.	O

		j. Implement a Marketing Plan that promotes Narembeen lifestyle and opportunities			D	I	Tourism marketing plan 2025/26 documented.	○
2.2	Safe and efficient transport network enables economic growth	a. RAV Network assessment is completed	I	C/M	C/M	C/M	Assessment progressing; Commenced development of Transport Service Level Plan.	○
		b. Maintain and upgrade infrastructure assets in line with plans	D	D	D	D	Asset Management Plan adopted October 2024; Implementation of Building Maintenance Program.	○
		c. Review 10 Year Road Plan		D	I		Review of 10-Year Road Program progressing.	○
2.3	Coordinated planning and promotion of the visitor and tourist experience	a. Promote and develop tourism opportunities in partnership with Roe Tourism and Go Narembeen	D	I	C/M	C/M	Attended Roe Tourism meeting; Implementing Tourism Marketing Plan 2025-26.	○
		b. Finalise lease of Wadderin Wildlife Sanctuary	I				Lease signed and executed June 2024.	○
		c. Support the development of the Wadderin Wildlife Sanctuary as a tourism product in collaboration with Wadderin Wildlife Sanctuary Inc	C/M	C/M	C/M	C/M	Continued promoting tour experience through #VisitNarembeen and Shire Website.	○
2.4	Retain and grow our local skills base	a. Develop and Implement Housing Strategy	D	I	C/M	C/M	Implementation of Housing Strategy – construction of two 3x2 dwellings near completed; Revision of ROEROC Key Worker Business Case completed; Submitted RHSF application for ROEROC Key Worker Accommodation project; Subdivision of Lot 61 Cheetham Way advancing; Funding agreements for the CEACA housing expansion project secured paving the way for four new 2x2 social housing dwellings to be built in Narembeen; Attended ALGA Housing Forum in Canberra; Advertised tender for a new 3x2 dwelling; Attended CEACA general meeting;	○
		b. Offer apprenticeships and traineeships in our workforce	D	I	C/M	C/M	Active partner of the LG Professional Career Campaign.	●

	c. Advocate for a reliable and consistent childcare service that meets the needs of the community	D	I			Maintain Residential Tenancy Agreement with REED to assist with the attraction and retention of suitably qualified educators; Contractor commenced landscaping improvements works.	O
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### 3. ENVIRONMENT: Care and protection of the environment

STRATEGY		ACTION	22/23	23/24	24/25	25/26	Comment	Progress
3.1	Maintain a high standard of environmental health and waste services	a. Participate in the ROE Environmental Health Scheme	C/M	C/M	C/M	C/M	Continued participation.	O
		b. Investigate waste minimisation and education strategies through ROEROC		D	I	C/M	Progressing partnership with the Narembeen Lions Club to relocate the community recycling depot, incorporating improved signage and educational messaging to encourage correct recycling practices and reduce the volume of recyclables being sent to the Narembeen Transfer Station and Brenderup Waste Facility – concrete pad for new facility poured.	O
		c. Effective management of Brenderup Regional Waste Site and Narembeen Transfer Station site	C/M	C/M	C/M	C/M	Brenderup Waste Facility Operational Plan and Management Plan adopted; Brenderup Waste Facility Working Group Terms of Reference adopted; Annual works program completed.	O
3.2	Conservation of our natural environment	a. Effective management of invasive species programs to the community	D	I	C/M	C/M	Attended Eastern Wheatbelt Biosecurity.	O
		b. Support the conservation and activation of the Wadderin Wildlife Sanctuary	C/M	C/M	C/M	C/M	Lease includes financial support of \$4,000 per annum to cover insurance premiums; Advertise tours on Shire #visitNarembeen Instagram page and website.	O
3.3	Secure sustainable water supplies	c. Develop and implement a water management plan outlining projects to achieve water sustainability			D	D	Commenced procurement process for the upgrade of the townsite irrigation system; CWSP funding application successful for the installation of a secondary irrigation pipeline to enhance irrigation efficiency and commenced procurement process;	O

							Progressing negotiations for Roe standpipe to secure vital water source for future generations.	
<b>4. CIVIC LEADERSHIP: Well governed and efficiently managed Local Government</b>								
STRATEGY	ACTION	22/23	23/24	24/25	25/26	Comment	Progress	
4.1 Forward planning and implementation of plans to achieve strategic priorities	a. Continue to implement and monitor the Integrated Planning and Reporting milestones.	C/M	C/M	C/M	C/M	CBP Quarterly Report – September 2025 adopted.	○	
	b. Review of Asset Management Plan and Long-Term Financial Plan		D	I	C/M	Asset Management Plan adopted October 2024; annual update of Long-Term Financial Plan completed.	○	
	c. Active participation in ROEROC, GECZ and regional groupings		D	I	C/M	Attended scheduled GECZ, ROEROC and Regional Road Group meetings.	○	
	d. Develop, implement and review the community engagement policy / framework	C/M	C/M	C/M	C/M	Community Engagement Plan adopted August 2024.	○	
	e. Develop and implement Workforce Plan	C/M	C/M	C/M	C/M	Workforce Plan 2024-2032 adopted September 2024; Employee Recognition Program quarterly awards presented.	○	
4.2 Compliant and resourced Local Government	a. Continue to meet compliance with statutory and regulatory requirements	D	I	C/M	C/M	Compliance requirements met.	○	
	b. Review financial and asset management policies and practices	C/M	C/M	C/M	C/M	Framework review progressing.	○	
	c. Undertake community satisfaction surveying to assess a range of performance measures	C/M	C/M	C/M	C/M	Community survey completed August 2024 and final report adopted in September 2024; Next survey scheduled for March 2026.	○	
	d. Ensure asset valuations are undertaken in line with relevant Accounting Standards	C/M	C/M	C/M	C/M	Roads & Other Infrastructure 2022/2023 - Land & Buildings 2021/2022.	○	

		e. Review of Workplace Health and Safety processes and procedures to ensure compliance and minimise risk	C/M	C/M	C/M	C/M	Review of WHS framework advancing.	<input checked="" type="radio"/>
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**ATTACHMENT 13.2A**  
**Flying Minute**

To be emailed

Dear Councillors

In accordance with Regulation 10(1) and 10(2) of the Local Government (Administration) Regulations 1996, I seek your written support for a proposed motion to revoke two previous Council decisions relating to the *Shire of Narembeen Bush Fire Brigades Local Law*.

### **Background**

At its Ordinary Council Meetings held on:

- 21 October 2025 – Item 12.4 (MIN 8074/25), and
- 16 December 2025 – Item 12.1 (MIN 8106/25),

Council resolved to adopt versions of the Shire of Narembeen Bush Fire Brigades Local Law.

Following further governance and procedural review, it has been identified that, to ensure full procedural clarity and legislative compliance, both earlier decisions should be revoked and replaced with a single, consolidated resolution to be considered by Council.

As actions have already been taken to implement the earlier decisions, Regulation 10 applies and requires that:

- the motion to revoke be supported by at least one-third of Councillors (inclusive of the mover); and
- Councillors be provided with a written statement of the legal and financial consequences of carrying the motion.

A Statement of Legal and Financial Consequences accompanies this Flying Minute for your information.

### **Proposed Motion (for support only)**

That Council resolves to revoke the following resolutions:

- Ordinary Council Meeting held on 21 October 2025 (MIN 8074/25); and
- Ordinary Council Meeting held on 16 December 2025 (MIN 8106/25).

This Flying Minute does not constitute a Council decision. Its purpose is solely to satisfy the notice and support requirements of Regulation 10 prior to the matter being formally presented to Council for determination, at which time an absolute majority will be required.

### **Action Required**

If you support the proposed revocation motion being put to Council, please reply to this email with the words:

*"I support the proposed motion to revoke the Council decisions made on 21 October 2025 (MIN 8074/25) and 16 December 2025 (MIN 8106/25)."*

Please provide your response by **[insert date/time]**.

Your written response will form part of the governance record for this matter.

Should you require any clarification, please contact me directly.

DRAFT

*"I support the proposed motion to revoke the Council decisions made on 21 October 2025 (MIN 8074/25) and 16 December 2025 (MIN 8106/25)."*

**Kind Regards**

**Michael Currie**

**Councillor**

**Shire of Narembeen**

M: 0428 230 276

1 Longhurst Street, Narembeen WA 6369

*"I support the proposed motion to revoke the Council decisions made on 21 October 2025 (MIN 8074/25) and 16 December 2025 (MIN 8106/25)."*

Thanks.

Cr Holly Cusack

*"I support the proposed motion to revoke the Council decisions made on 21 October 2025 (MIN 8074/25) and 16 December 2025 (MIN 8106/25)."*

**Kind Regards**

**Cr Hannah Bald**

**Shire of Narembeen**

M: 0409 715 957

1 Longhurst Street, Narembeen WA 6369

 [WEBSITE](#)  

*"I support the proposed motion to revoke the Council decisions made on 21 October 2025 (MIN 8074/25) and 16 December 2025 (MIN 8106/25)."*

I, Cr Bray, as the mover of the Motion (Min8074/25) 21st October 2025, support the proposed Motion to Revoke this Council decision. Also, I support the proposed Motion to Revoke the Council decision made on the 16th December 2025 (min8106/25).

**ATTACHMENT 13.2B**  
**Statement of Legal and Financial**  
**Consequences**

**Statement of Legal and Financial Consequences of Revoking Prior Decisions and Making a New Decision**  
**(Attachment – Report)**

This statement is provided in accordance with Regulation 10 of the Local Government (Administration) Regulations 1996 and clause 16.2(2) of the Shire of Narembeen Standing Orders Local Law 2020.

**Legal Consequences**

If Council resolves to revoke the decisions made at the Ordinary Council Meetings held on 21 October 2025 and 16 December 2025 relating to the Shire of Narembeen Bush Fire Brigades Local Law, the legal effect will be that:

- The earlier resolutions will have no further force or effect;
- Any administrative steps taken to date in reliance on those resolutions (excluding preparatory drafting and consultation) will not proceed further; and
- Council will be required to make a new decision to lawfully adopt and make the local law.

Revocation of the prior decisions does not invalidate:

- The public consultation already undertaken;
- Feedback received from the Department of Local Government, Industry Regulation and Safety or DFES; or
- The proposed local law itself.

If Council subsequently adopts the proposed local law under a new resolution, the law will be validly made in accordance with section 3.12 of the *Local Government Act 1995*, subject to gazettal and statutory notification requirements.

Failure to revoke and replace the earlier decisions may result in procedural ambiguity and governance risk, particularly where multiple resolutions exist on substantially the same matter.

**Financial Consequences**

There are no adverse financial consequences arising from revoking the October and December 2025 decisions.

Any costs already incurred in relation to:

- Drafting of the local law;
- Advertising and consultation; and
- Governance and legal review,

have been absorbed within existing operational budgets and would have been incurred irrespective of the revocation.

The financial implications of adopting the local law under a new resolution are unchanged from those previously approved and are limited to:

- Government Gazette publication costs; and
- Minor administrative and advertising expenses,

which are already accommodated within approved budget allocations.

No additional or unbudgeted financial liability will arise as a result of revoking the earlier decisions or making a new consolidated decision.

## **Conclusion**

Revoking the earlier decisions and replacing them with a new consolidated resolution:

- Presents no material legal or financial detriment to Council;
- Improves governance clarity and legislative compliance; and
- Ensures the Shire's Bush Fire Brigades Local Law is adopted under a single, procedurally sound resolution.

**ATTACHMENT 13.3A**  
**Shire of Narembeen Bush Fire Brigades**  
**Local Law advertised August 2025**

***SHIRE OF NAREMBEEN***

**BUSH FIRE BRIGADES LOCAL LAW**

**BUSH FIRES ACT 1954**

**LOCAL GOVERNMENT ACT 1995**

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# BUSH FIRES ACT 1954

## SHIRE OF NAREMBEEN

### BUSH FIRE BRIGADES LOCAL LAW

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

#### PART 1 - PRELIMINARY

##### 1.1 Citation

This local law may be cited as the *Shire of Narembeen Bush Fire Brigades Local Law 2025*.

##### 1.2 Definitions

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

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

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

“**brigade member**” means a fire fighting member, associate member or a cadet member of a bush fire brigade;

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

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

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

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

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

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

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

“**local government**” means the Shire of Narembeen;

“**normal brigade activities**” is defined by section 35A of the *Bush Fires Act 1954*;

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

“**Rules**” means the Rules Governing the Operation of Bush Fire Brigades set out in the First Schedule as varied from time to time under clause 2.5.

“**Schedule**” means a Schedule to this local law.

(2) In this local law, unless the context otherwise requires, a reference to –

- (a) a Captain;
- (b) a First Lieutenant;
- (c) a Second Lieutenant;
- (d) any additional Lieutenants;
- (e) an Equipment Officer;
- (f) a Secretary;
- (g) a Treasurer; or
- (h) a Secretary / Treasurer combined,

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

### **1.3 Application**

This local law applies throughout the district.

### **1.4 Commencement**

This local law comes into operation 14 days after the date of its publication in the *Government Gazette*.

## **PART 2 – ESTABLISHMENT OF BUSH FIRE BRIGADES**

### *Division 1 – Establishment of a bush fire brigade*

#### **2.1 Establishment of a bush fire brigade**

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

#### **2.2 Name and officers of bush fire brigade**

- (1) On establishing a bush fire brigade under clause 2.1(1) the local government is to–
  - (a) give a name to the bush fire brigade;
  - (b) specify the area in which the bush fire brigade is primarily responsible for carrying out the normal brigade activities (the “brigade area”); and
  - (c) appoint –
    - (i) a Captain;
    - (ii) a First Lieutenant;
    - (iii) a Second Lieutenant;
    - (iv) additional Lieutenants if the local government considers it necessary;
    - (v) an Equipment Officer;
    - (vi) a Secretary; and
    - (vii) a Treasurer; or
    - (viii) a Secretary/Treasurer combined.
    - (ix) Any other position (s) deemed necessary for the effective management of brigade activities (eg: a Training Officer).
- (2) When considering the appointment of persons to the positions in subclause (1)(c), the local government is to have regard to the qualifications and experience which may be required to fill each position.
- (3) A person appointed to a position in subclause (1)(c) is to be taken to be a brigade member.

- (4) The appointments referred to in subclause (1)(c) expire at the completion of the first annual general meeting of the bush fire brigade.
- (5) If a position referred to in subclause (1)(c) becomes vacant prior to the completion of the first annual general meeting, then the local government is to appoint a person to fill the vacancy in accordance with subclause (2)

### ***Division 2 – Command at a fire***

#### **2.3 Ranks within the bush fire brigade**

- (1) Where under the Act and Bush Fire Operating Procedures members of the bush fire brigade have command of a fire, unless a bushfire control officer is in attendance at the fire, the Captain has full control over other persons fighting the fire, and is to issue instructions as to the methods to be adopted by the firefighters. In the absence of the Captain, the first Lieutenant, and in the absence of the first, the second Lieutenant and so on, in the order of seniority determined, is to exercise all the powers and duties of the Captain.
- (2) Where a bushfire control officer is in attendance at a fire which the members of the bush fire brigade have command of under the Act and the Bush Fire Operating Procedures, the most senior bushfire control officer has full control over other persons fighting the fire and is to issue instructions as to the methods to be adopted by the fire fighters.

### ***Division 3 – Application of Rules to a bush fire brigade***

#### **2.4 Rules**

- (1) The Rules govern the operation of a bush fire brigade.
- (2) A bush fire brigade and each brigade member is to comply with the Rules.

#### **2.5 Variation of Rules**

- (1) The local government may vary the Rules in their application to all bush fire brigades or in respect of a particular bush fire brigade.
- (2) The Rules, as varied, have effect on and from the date of a decision under subclause (1).
- (3) The local government is to notify a bush fire brigade of any variation to the Rules as soon as practicable after making a decision under subclause (1).

### ***Division 4 – Transitional***

#### **2.6 Existing Bush Fire Brigades**

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

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

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

### **2.7 Dissolution of bush fire brigade**

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

### **2.8 New arrangement after dissolution**

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

## **PART 3 - ORGANISATION AND MAINTENANCE OF BUSH FIRE BRIGADES**

### *Division 1 – Local government responsibility*

#### **3.1 Local government responsible for structure**

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

#### **3.2 Officers to be supplied with Act**

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

### *Division 2 – Chief Bush Fire Control Officer*

#### **3.3 Managerial role of Chief Bush Fire Control Officer**

Subject to any directions by the local government the Chief Bush Fire Control Officer has primary managerial responsibility for the organisation and maintenance of bush fire brigades.

#### **3.4 Chief Bush Fire Control Officer may attend meetings**

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

#### **3.5 Duties of Chief Bush Fire Control Officer**

The duties of the Chief Bush Fire Control Officer include—

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

### ***Division 3 – Annual general meetings of bush fire brigades***

#### **3.6 Holding of annual general meeting**

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

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

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

#### **3.8 Nomination of bush fire control officer to the local government**

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

#### **3.9 Minutes to be tabled before the Bush Fire Advisory Committee**

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

### ***Division 4 – Bush Fire Advisory Committee***

#### **3.10 Functions of Advisory Committee**

The Bush Fire Advisory Committee is to have the functions set out in section 67 of the Act and is to include such number of nominees of the bush fire brigades as is determined by the local government.

#### **3.11 Advisory Committee to nominate bush fire control officers**

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

#### **3.12 Local government to have regard to nominees**

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

#### **3.13 Advisory Committee to consider bush fire brigade motions**

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

## PART 4 – TYPES OF BUSH FIRE BRIGADE MEMBERSHIP

### 4.1 Types of membership of bush fire brigade

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

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

### 4.2 Fire fighting members

Fire fighting members are those persons—

- (a) being at least 16 years of age; and
- (b) are eligible to join; and
- (c) have met the relevant criteria contained within the *Fire Brigades Regulations 1943*; and
- (d) who undertake all normal bush fire brigade activities.

Regulation 159C provides for eligibility of probationary members from 16 years if they have parental/guardian consent and the brigade's captain is satisfied that the prospective member is able to perform the requisite duties.

### 4.3 Associate members

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

### 4.4 Cadet members

Cadet members are –

- (a) to be aged 11 to 15 years;
- (b) to be admitted to membership only with the consent of their parent or guardian;
- (c) admitted for the purpose of training and are not to attend or be in attendance at an uncontrolled fire or other emergency incident;
- (d) to be supervised by a fire fighting member when undertaking normal brigade activities as defined by paragraphs (c), (d), (e), (f) and (g) of section 35A of the Act;
- (e) ineligible to vote at bush fire brigade meetings;
- (f) not to be assigned ranks under the Department's rank structure.

### 4.5 Honorary life member

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

### 4.6 Notification of membership

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

## **PART 5 – APPOINTMENT DISMISSAL AND MANAGEMENT OF MEMBERS**

### **5.1 Rules to govern**

The appointment, dismissal and management of brigade members by the bush fire brigade are governed by the Rules.

## **PART 6 – EQUIPMENT OF BUSH FIRES BRIGADES**

### **6.1 Policies of local government**

The local government may make policies under which it –

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

### **6.2 Equipment in brigade area**

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

### **6.3 Funding from local government budget**

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

### **6.4 Consideration in the local government budget**

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

## FIRST SCHEDULE

# RULES GOVERNING THE OPERATION OF BUSH FIRE BRIGADES

## PART 1 - PRELIMINARY

### 1.1 Interpretation

- (1) In these Rules, unless the context otherwise requires, where a term is used in these Rules and is defined in the local law, the Act or the Regulations, then the term is to be taken to have the meaning assigned to it in the local law, the Act or the Regulations, as the case may be.
- (2) In these Rules, unless the context otherwise requires—  
“**absolute majority**” means a majority of more than 50% of the number of—
  - (a) brigade members of the bush fire brigade, whether in attendance at the meeting or not, if the majority is required at a meeting of the bush fire brigade; or
  - (b) brigade officers of the bush fire brigade, whether in attendance at the meeting or not, if the majority is required at a meeting of the Committee.  
“**Committee**” means the Committee of the bush fire brigade;  
“**local law**” means the *Shire of Narembeen Bush Fire Brigades Local Law 2025*; and  
“**normal brigade activities**” is defined by section 35A of the *Bush Fires Act 1954*.
- (3) Subject to these Rules, where a decision is to be made by the bush fire brigade, then the decision may be made by a resolution passed by a simple majority of the brigade members who are present in person or by proxy at the meeting.
- (4) Subject to these Rules, where a decision is to be made by the Committee, then the decision may be made by a resolution passed by a simple majority of the brigade officers who are present in person or by proxy at the meeting.

## PART 2 – OBJECTS AND MEMBERSHIP OF BUSH FIRE BRIGADE

### 2.1 Objects of bush fire brigade

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

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

### 2.2 Committee to determine applications

Applications for membership are to be determined by the Committee.

### 2.3 Conditions of membership

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

- (a) the qualifications required;
- (b) fees payable, if any;

- (c) a requirement to serve a probationary period;
- (d) procedures to be employed by the Committee prior to approval of an application for membership,

and the Committee is to act within the parameters of any such policy in determining applications for membership.

## **2.4 Applications for membership**

An application for membership is to be in writing and is to be submitted to the Secretary accompanied by a completed form in the form determined by the local government from time to time.

## **2.5 Decision on application for membership**

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

## **2.6 DFES to be notified of registrations**

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

## **2.7 Termination of membership**

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

## **2.8 Suspension of membership**

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

## **2.9 Existing liabilities to continue**

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

## **2.10 Member has right of defence**

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

## **2.11 Objection Rights**

A person whose—

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

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

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

# **PART 3 – FUNCTIONS OF BRIGADE OFFICERS**

## **3.1 Chain of command during fire fighting activities**

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

## **3.2 Duties Of Captain**

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

## **3.3 Secretary**

- (1) The Secretary is to—
  - (a) be in attendance at all meetings and keep a correct minute and account of the proceedings of the bush fire brigade in a book which shall be open for inspection by brigade members at any reasonable time;
  - (b) answer all correspondence or direct it appropriately, and keep a record of the same;
  - (c) prepare and send out all necessary notices of meetings;
  - (d) receive membership fees, donations and other monies on behalf of the bush fire brigade, and remit them to the Treasurer upon receipt;

- (e) complete and forward an incident report form in the form required by the Department to the Chief Bush Fire Control Officer and the Department within 14 days after attendance by the bush fire brigade at an incident;
- (f) maintain a register of all current brigade members which includes each brigade member's contact details and type of membership; and
- (g) provide no later than 31 May in each year, a report to the Chief Bush Fire Control Officer detailing the name, contact details and type of membership of each brigade member.

(2) Where a bush fire brigade attends an incident on more than one day, the incident report form is to be completed and forwarded under subclause (1)(e) within 14 days after the last day of attendance.

### **3.4 Treasurer**

The Treasurer is to—

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

### **3.5 Equipment Officer**

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

### **3.6 Storage of equipment**

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

### **3.7 Equipment Officer to report**

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

## PART 4 – COMMITTEE

### 4.1 Management of bush fire brigade

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

### 4.2 Constitution of Committee

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

## PART 5 – MEETINGS OF BUSH FIRE BRIGADE

### 5.1 Ordinary meetings

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

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

## **5.2 Special meetings**

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

## **5.3 Annual general meeting**

- (1) At least 7 days notice of the annual general meeting is to be given by the Secretary to all brigade members and to the Chief Bush Fire Control Officer.
- (2) At the annual general meeting the bush fire brigade is to—
  - (a) elect the brigade officers from among the brigade members;
  - (b) consider the Captain's report on the year's activities;
  - (c) adopt the annual financial statements;
  - (d) appoint an Auditor for the ensuing financial year in accordance with clause 5.6; and
  - (e) deal with any general business.
- (3) In a notice given under subclause (1), the Secretary is to specify the business which is to be conducted at the meeting.
- (4) Business may be conducted at an annual general meeting notwithstanding that it was not specified in a notice given under subclause (1) in relation to that meeting.

## **5.4 Quorum**

- (1) The quorum for a meeting of the bush fire brigade is at least 50% of the number of offices (whether vacant or not) of member of the bush fire brigade.
- (2) No business is to be transacted at a meeting of the bush fire brigade unless a quorum of brigade members is present in person or by proxy.

## **5.5 Voting**

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

## **5.6 Auditor**

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

## **PART 6 – MEETINGS OF COMMITTEE**

### **6.1 Meetings Of Committee**

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

### **6.2 Quorum**

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

### **6.3 Voting**

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

## **PART 7 – GENERAL ADMINISTRATION MATTERS**

### **7.1 Fees**

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

### **7.2 Funds**

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

### **7.3 Financial year**

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

### **7.4 Banking**

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

## **7.5 Disclosure of interests**

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

## **7.6 Disagreements**

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

## PART 8 – NOTICES AND PROXIES

### 8.1 Notices

- (1) Notices of meetings of the bush fire brigade are to be in writing and sent by ordinary post and by electronic means if available, to the registered address or to the electronic address as nominated by each brigade member.
- (2) Notices of meetings of the Committee may be given in writing in accordance with subclause (1) or by such other means as the Committee may decide (by an absolute majority) at a meeting of the Committee.
- (3) Any accidental omission to give notice of a meeting to, or non-receipt by a person entitled to receive such notice, is not to invalidate the meeting the subject of the notice or any resolutions passed at the meeting.
- (4) Where any notice other than a notice of meeting is to be given under these Rules, the notice is to be—
  - (a) in writing;
  - (b) unless otherwise specified, given to or by the Secretary;
  - (c) given by—
    - (i) personal delivery;
    - (ii) post;
    - (iii) Short Message Service (SMS); or
    - (iv) Email
  - (d) taken to have been received, as the case may be—
    - (i) at the time of personal delivery;
    - (ii) 2 business days after posting; or
    - (iii) on the printing of the sender's transmission report.

### 8.2 Proxies

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

## “PROXY”

## [INSERT NAME] BUSH FIRE BRIGADE

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

I, \_\_\_\_\_,

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

MOTION FOR AGAINST ABSTAIN

1. ....  
2. ....

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

Date:

Signed:

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20.....

**ATTACHMENT 13.3B**  
**Shire of Narembeen Bush Fire Brigades**  
**Local Law 2026 (clean version) to be adopted**

**SHIRE OF NAREMBEEN**

**BUSH FIRE BRIGADES  
LOCAL LAW 2026**

BUSH FIRES ACT 1954  
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## **APPENDIX I – APPLICATION FOR MEMBERSHIP – FIRE FIGHTING MEMBER**

**BUSH FIRES ACT 1954**

**SHIRE OF NAREMBEEN**

**BUSH FIRE BRIGADES LOCAL LAW**

Under the powers conferred by the *Bush Fires Act 1954* and under all other powers enabling it, the Council of the Shire of Narembeen resolved on 17<sup>th</sup> February 2026 to make the following local law.

**PART 1 - PRELIMINARY**

**1.1 Citation**

This local law may be cited as the *Shire of Narembeen Bush Fire Brigades Local Law 2026*.

**1.2 Definitions**

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

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

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

*brigade member* means a fire fighting member, associate member or a cadet member of a bush fire brigade;

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

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

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

*CEO* means the chief executive officer of the Shire of Narembeen;

*Council* means the Council of the local government;

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

*district* means the district of the Shire of Narembeen;

*fire fighting member* is defined in clause 4.2;

*local government* means the Shire of Narembeen;

*normal brigade activities* is defined by section 35A of the *Bush Fires Act 1954*;

*Regulations* means Regulations made under the Act; and

*Rules* means the Rules Governing the Operation of Bush Fire Brigades set out in the First Schedule as varied from time to time under clause 2.5.

*Schedule* means a Schedule to this local law.

(2) In this local law, unless the context otherwise requires, a reference to –

- (a) a Captain;
- (b) a First Lieutenant;
- (c) a Second Lieutenant;
- (d) any additional Lieutenants;
- (e) an Equipment Officer;
- (f) a Secretary;
- (g) a Treasurer; or
- (h) a Secretary / Treasurer combined,

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

### **1.3 Application**

This local law applies throughout the district.

### **1.4 Commencement**

This local law comes into operation 14 days after the date of its publication in the *Government Gazette*.

## **PART 2 – ESTABLISHMENT OF BUSH FIRE BRIGADES**

### *Division 1 – Establishment of a bush fire brigade*

#### **2.1 Establishment of a bush fire brigade**

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

#### **2.2 Name and officers of bush fire brigade**

- (1) On establishing a bush fire brigade under clause 2.1(1) the local government is to–
  - (a) give a name to the bush fire brigade;
  - (b) specify the area in which the bush fire brigade is primarily responsible for carrying out the normal brigade activities (the “brigade area”); and
  - (c) appoint –
    - (i) a Captain;
    - (ii) a First Lieutenant;
    - (iii) a Second Lieutenant;
    - (iv) additional Lieutenants if the local government considers it necessary;
    - (v) an Equipment Officer;
    - (vi) a Secretary; and
    - (vii) a Treasurer; or
    - (viii) a Secretary/Treasurer combined.
    - (ix) Any other position (s) deemed necessary for the effective management of brigade activities (eg: a Training Officer).
- (2) When considering the appointment of persons to the positions in subclause (1)(c), the local government is to have regard to the qualifications and experience which may be required to fill each position.
- (3) A person appointed to a position in subclause (1)(c) is to be taken to be a brigade member.

- (4) The appointments referred to in subclause (1)(c) expire at the completion of the first annual general meeting of the bush fire brigade.
- (5) If a position referred to in subclause (1)(c) becomes vacant prior to the completion of the first annual general meeting, then the local government is to appoint a person to fill the vacancy in accordance with subclause (2)

### ***Division 2 – Command at a fire***

#### **2.3 Ranks within the bush fire brigade**

- (1) Where under the Act and Bush Fire Operating Procedures members of the bush fire brigade have command of a fire, unless a bushfire control officer is in attendance at the fire, the Captain has full control over other persons fighting the fire, and is to issue instructions as to the methods to be adopted by the firefighters.
- (2) In the absence of the Captain, the first Lieutenant, and in the absence of the first, the second Lieutenant and so on, in the order of seniority determined, is to exercise all the powers and duties of the Captain.
- (3) Where a bushfire control officer is in attendance at a fire which the members of the bush fire brigade have command of under the Act and the Bush Fire Operating Procedures, the most senior bushfire control officer has full control over other persons fighting the fire and is to issue instructions as to the methods to be adopted by the fire fighters.

### ***Division 3 – Application of Rules to a bush fire brigade***

#### **2.4 Rules**

- (1) The Rules govern the operation of a bush fire brigade.
- (2) A bush fire brigade and each brigade member is to comply with the Rules.

#### **2.5 Variation of Rules**

- (1) The local government may vary the Rules in their application to all bush fire brigades or in respect of a particular bush fire brigade.
- (2) The Rules, as varied, have effect on and from the date of a decision under subclause (1).
- (3) The local government is to notify a bush fire brigade of any variation to the Rules as soon as practicable after making a decision under subclause (1).

### ***Division 4 – Transitional***

#### **2.6 Existing Bush Fire Brigades**

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

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

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

### **2.7 Dissolution of bush fire brigade**

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

### **2.8 New arrangement after dissolution**

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

## **PART 3 - ORGANISATION AND MAINTENANCE OF BUSH FIRE BRIGADES**

### *Division 1 – Local government responsibility*

#### **3.1 Local government responsible for structure**

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

#### **3.2 Officers to be supplied with Act**

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

### *Division 2 – Chief Bush Fire Control Officer*

#### **3.3 Managerial role of Chief Bush Fire Control Officer**

Subject to any directions by the local government the Chief Bush Fire Control Officer has primary managerial responsibility for the organisation and maintenance of bush fire brigades.

#### **3.4 Chief Bush Fire Control Officer may attend meetings**

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

#### **3.5 Duties of Chief Bush Fire Control Officer**

The duties of the Chief Bush Fire Control Officer include—

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

### ***Division 3 – Annual general meetings of bush fire brigades***

#### **3.6 Holding of annual general meeting**

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

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

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

#### **3.8 Nomination of bush fire control officer to the local government**

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

#### **3.9 Minutes to be tabled before the Bush Fire Advisory Committee**

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

### ***Division 4 – Bush Fire Advisory Committee***

#### **3.10 Functions of Advisory Committee**

The Bush Fire Advisory Committee is to have the functions set out in section 67 of the Act and is to include such number of nominees of the bush fire brigades as is determined by the local government.

#### **3.11 Advisory Committee to nominate bush fire control officers**

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

#### **3.12 Local government to have regard to nominees**

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

#### **3.13 Advisory Committee to consider bush fire brigade motions**

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

## PART 4 – TYPES OF BUSH FIRE BRIGADE MEMBERSHIP

### 4.1 Types of membership of bush fire brigade

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

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

### 4.2 Fire fighting members

Fire fighting members are those persons—

- (a) being at least 16 years of age; and
- (b) are eligible to join; and
- (c) have met the relevant criteria contained within the *Fire Brigades Regulation 1943*; and
- (d) who undertake all normal bush fire brigade activities.

Regulation 159C of the *Fire Brigades Regulation 1943* provides for eligibility of probationary members from 16 years if they have parental/guardian consent and the brigade's captain is satisfied that the prospective member is able to perform the requisite duties.

### 4.3 Associate members

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

### 4.4 Cadet members

Cadet members are –

- (a) to be aged 11 to 15 years;
- (b) to be admitted to membership only with the consent of their parent or guardian;
- (c) admitted for the purpose of training and are not to attend or be in attendance at an uncontrolled fire or other emergency incident;
- (d) to be supervised by a firefighting member when undertaking normal brigade activities as defined in section 35A (c), (d), (e), (f) and (g) of the Act;
- (e) ineligible to vote at bush fire brigade meetings;
- (f) not to be assigned ranks under the Department's rank structure.

### 4.5 Honorary life member

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

### 4.6 Notification of membership

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

## **PART 5 – APPOINTMENT DISMISSAL AND MANAGEMENT OF MEMBERS**

### **5.1 Rules to govern**

The appointment, dismissal and management of brigade members by the bush fire brigade are governed by the Rules.

## **PART 6 – EQUIPMENT OF BUSH FIRES BRIGADES**

### **6.1 Policies of local government**

The local government may make policies under which it –

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

### **6.2 Equipment in brigade area**

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

### **6.3 Funding from local government budget**

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

### **6.4 Consideration in the local government budget**

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

## FIRST SCHEDULE

# RULES GOVERNING THE OPERATION OF BUSH FIRE BRIGADES

## PART 1 - PRELIMINARY

### 1.1 Interpretation

- (1) In these Rules, unless the context otherwise requires, where a term is used in these Rules and is defined in the local law, the Act or the Regulations, then the term is to be taken to have the meaning assigned to it in the local law, the Act or the Regulations, as the case may be.
- (2) In these Rules, unless the context otherwise requires—  
“absolute majority” means a majority of more than 50% of the number of—
  - (a) brigade members of the bush fire brigade, whether in attendance at the meeting or not, if the majority is required at a meeting of the bush fire brigade; or
  - (b) brigade officers of the bush fire brigade, whether in attendance at the meeting or not, if the majority is required at a meeting of the Committee.  
“Committee” means Committee of the bush fire brigade appointed under Part 4;  
“local law” means the *Shire of Narembeen Bush Fire Brigades Local Law 2026*; and  
“normal brigade activities” is defined by section 35A of the *Bush Fires Act 1954*.
- (3) Subject to these Rules, where a decision is to be made by the bush fire brigade, then the decision may be made by a resolution passed by a simple majority of the brigade members who are present in person or by proxy at the meeting.
- (4) Subject to these Rules, where a decision is to be made by the Committee, then the decision may be made by a resolution passed by a simple majority of the brigade officers who are present in person or by proxy at the meeting.

## PART 2 – OBJECTS AND MEMBERSHIP OF BUSH FIRE BRIGADE

### 2.1 Objects of bush fire brigade

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

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

### 2.2 Committee to determine applications

Applications for membership are to be determined by the Committee.

### 2.3 Conditions of membership

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

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

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

## **2.4 Applications for membership**

An application for membership is to be in writing and is to be submitted to the Secretary and in the case of-

- (a) an application for firefighting membership is to be accompanied by a completed form in the form of that in Appendix I.
- (b) an application for associate membership is to be accompanied by a completed form in the form of that in Appendix I.
- (c) an application for cadet membership is to be accompanied by a completed form in the form of that in Appendix I.

## **2.5 Decision on application for membership**

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

## **2.6 DFES to be notified of registrations**

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

## **2.7 Termination of membership**

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

## **2.8 Suspension of membership**

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

- (c) reinstate the membership.

## **2.9 Existing liabilities to continue**

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

## **2.10 Member has right of defence**

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

## **2.11 Objection Rights**

A person whose—

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

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

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

# **PART 3 – FUNCTIONS OF BRIGADE OFFICERS**

## **3.1 Chain of command during fire fighting activities**

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

## **3.2 Duties Of Captain**

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

## **3.3 Secretary**

- (1) The Secretary is to—
  - (a) be in attendance at all meetings and keep a correct minute and account of the proceedings of the bush fire brigade in a book which shall be open for inspection by brigade members at any reasonable time;
  - (b) answer all correspondence or direct it appropriately, and keep a record of the same;
  - (c) prepare and send out all necessary notices of meetings;
  - (d) receive membership fees, donations and other monies on behalf of the bush fire brigade, and remit them to the Treasurer upon receipt;

- (e) complete and forward an incident report form in the form required by the Department to the Chief Bush Fire Control Officer and the Department within 14 days after attendance by the bush fire brigade at an incident;
- (f) maintain a register of all current brigade members which includes each brigade member's contact details and type of membership; and
- (g) provide no later than 31 May in each year, a report to the Chief Bush Fire Control Officer detailing the name, contact details and type of membership of each brigade member.

(2) Where a bush fire brigade attends an incident on more than one day, the incident report form is to be completed and forwarded under subclause (1)(e) within 14 days after the last day of attendance.

### **3.4 Treasurer**

The Treasurer is to—

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

### **3.5 Equipment Officer**

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

### **3.6 Storage of equipment**

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

### **3.7 Equipment Officer to report**

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

## **PART 4 – COMMITTEE**

### **4.1 Management of bush fire brigade**

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

### **4.2 Constitution of Committee**

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

## **PART 5 – MEETINGS OF BUSH FIRE BRIGADE**

### **5.1 Ordinary meetings**

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

(3) Business may be conducted at an ordinary meeting of the bush fire brigade notwithstanding that it was not specified in a notice given under subclause (1) in relation to that meeting.

## **5.2 Special meetings**

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

## **5.3 Annual general meeting**

- (1) At least 7 days notice of the annual general meeting is to be given by the Secretary to all brigade members and to the Chief Bush Fire Control Officer.
- (2) At the annual general meeting the bush fire brigade is to—
  - (a) elect the brigade officers from among the brigade members;
  - (b) consider the Captain's report on the year's activities;
  - (c) adopt the annual financial statements;
  - (d) appoint an Auditor for the ensuing financial year in accordance with clause 5.6; and
  - (e) deal with any general business.
- (3) In a notice given under subclause (1), the Secretary is to specify the business which is to be conducted at the meeting.
- (4) Business may be conducted at an annual general meeting notwithstanding that it was not specified in a notice given under subclause (1) in relation to that meeting.

## **5.4 Quorum**

- (1) The quorum for a meeting of the bush fire brigade is at least 50% of the number of offices (whether vacant or not) of member of the bush fire brigade.
- (2) No business is to be transacted at a meeting of the bush fire brigade unless a quorum of brigade members is present in person or by proxy.

## **5.5 Voting**

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

## **5.6 Auditor**

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

## **PART 6 – MEETINGS OF COMMITTEE**

### **6.1 Meetings Of Committee**

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

### **6.2 Quorum**

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

### **6.3 Voting**

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

## **PART 7 – GENERAL ADMINISTRATION MATTERS**

### **7.1 Fees**

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

### **7.2 Funds**

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

### **7.3 Financial year**

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

### **7.4 Banking**

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

## **7.5 Disclosure of interests**

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

## **7.6 Disagreements**

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

## PART 8 – NOTICES AND PROXIES

### 8.1 Notices

- (1) Notices of meetings of the bush fire brigade are to be in writing and sent by ordinary post and by electronic means if available, to the registered address or to the electronic address as nominated by each brigade member.
- (2) Notices of meetings of the Committee may be given in writing in accordance with subclause (1) or by such other means as the Committee may decide (by an absolute majority) at a meeting of the Committee.
- (3) Any accidental omission to give notice of a meeting to, or non-receipt by a person entitled to receive such notice, is not to invalidate the meeting the subject of the notice or any resolutions passed at the meeting.
- (4) Where any notice other than a notice of meeting is to be given under these Rules, the notice is to be—
  - (a) in writing;
  - (b) unless otherwise specified, given to or by the Secretary;
  - (c) given by—
    - (i) personal delivery;
    - (ii) post;
    - (iii) Short Message Service (SMS); or
    - (iv) Email
  - (d) taken to have been received, as the case may be—
    - (i) at the time of personal delivery;
    - (ii) 2 business days after posting; or
    - (iii) on the printing of the sender's transmission report.

### 8.2 Proxies

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

## “PROXY”

## [INSERT NAME] BUSH FIRE BRIGADE

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

I, \_\_\_\_\_,

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

MOTION FOR AGAINST ABSTAIN

1. ....
2. ....

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

Date:

Signed:

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20.....

## Emergency Services Volunteer Membership Application



Volunteer  
Fire &  
Rescue  
Services  
 (VFRS)



Volunteer  
Fire &  
Emergency  
Services  
 (VFES)



Marine  
Rescue WA  
 (MR)



State  
Emergency  
Service  
 (SES)



Bush Fire  
Service  
 (BFS)



Youth in  
Emergency  
Services  
 (YES)

### Role details

Brigade, Group or Unit  Local government (if applicable)

Membership type:

Probationary (excluding BFS/MR)  Active  Support/Auxiliary  Junior/Cadet

Role

### Applicant details

Current/previous volunteer number

Title <input type="text"/>	First name (legal name) <input type="text"/>	Middle name <input type="text"/>	Last name <input type="text"/>
----------------------------	--	----------------------------------	--------------------------------

Occupation

Date of Birth  Gender  Male  Female  Non-Binary  Different Term  
 Prefer not to answer

Residential address

Street <input type="text"/>	Suburb/Town <input type="text"/>	Postcode <input type="text"/>
-----------------------------	----------------------------------	-------------------------------

Postal address  Same as above

Street <input type="text"/>	Suburb/Town <input type="text"/>	Postcode <input type="text"/>
-----------------------------	----------------------------------	-------------------------------

Business Hours Phone  After Hours phone (if applicable)  Mobile Phone

Email address

### Emergency contact details

First name <input type="text"/>	Last name <input type="text"/>
---------------------------------	--------------------------------

Phone <input type="text"/>	Relationship <input type="text"/>
----------------------------	-----------------------------------

Street Address (optional) Street <input type="text"/>	<input type="checkbox"/> Same as applicant	Suburb/Town <input type="text"/>	Postcode <input type="text"/>
--	--	----------------------------------	-------------------------------

Ethnicity (optional):

First Nation Status:  Aboriginal  Torres Strait Islander  Both ATSI  Neither

**Licence and Check Details**

Driver's License Number  Category  Expiry Date

Working with Children Check Number

Expiry Date

[Working with Children Check Policy](#)

**Medical Questionnaire**

Your responses to the following questions will not exclude you from emergency service volunteering. This information will be used to help determine your suitability for the volunteer role you have applied for.

Within the last five years have you experienced any of the below conditions?

	Yes	No
High blood pressure, stroke or blood disorder	<input type="checkbox"/>	<input type="checkbox"/>
Heart vein or circulatory disorder (chest pain, heart attack, raised cholesterol and rheumatic fever)	<input type="checkbox"/>	<input type="checkbox"/>
Mental or nervous disorder (stress, depression, Fainting, Seizures/Fit, Epilepsy, blackouts, paralysis, brain disorder, chronic fatigue syndrome)	<input type="checkbox"/>	<input type="checkbox"/>
Gout, arthritis, rheumatism, cartilage or ligament injuries (knees, elbow, wrist, shoulder), bone fracture	<input type="checkbox"/>	<input type="checkbox"/>
Head injury or neurological disorder (concussion, acquired brain injury, narcolepsy)	<input type="checkbox"/>	<input type="checkbox"/>
Persistent headaches (tension migraine cluster)	<input type="checkbox"/>	<input type="checkbox"/>
Back pain, sciatica or other disorder of the back or spine including the neck (whiplash injury)	<input type="checkbox"/>	<input type="checkbox"/>
Asthma, bronchitis or other respiratory disorder	<input type="checkbox"/>	<input type="checkbox"/>
Diabetes, thyroid or prostate disorder	<input type="checkbox"/>	<input type="checkbox"/>
Repetitive strain injury or overuse syndrome	<input type="checkbox"/>	<input type="checkbox"/>
Vision or hearing impairment (prescription glasses, color blindness, hearing aids)	<input type="checkbox"/>	<input type="checkbox"/>
Had a medical condition advice or treatment from any doctor or health professional or been in hospital (not including minor cold, the flu, or contraceptive treatment)	<input type="checkbox"/>	<input type="checkbox"/>
Been advised to have an operation or had an operation	<input type="checkbox"/>	<input type="checkbox"/>
Been instructed not to drive for medical reasons	<input type="checkbox"/>	<input type="checkbox"/>
Sustained an injury from a motor vehicle accident	<input type="checkbox"/>	<input type="checkbox"/>

	Yes	No
Are you currently taking any prescribed or non-prescribed medication for a health condition?	<input type="checkbox"/>	<input type="checkbox"/>
Do you have any known allergies?	<input type="checkbox"/>	<input type="checkbox"/>
Do you intend to or believe you may need to seek advice to treatment for a current health problem	<input type="checkbox"/>	<input type="checkbox"/>
Any other conditions not listed above (please provide information below?)	<input type="checkbox"/>	<input type="checkbox"/>

If you have answered yes to any of the above, please provide further detail. Should you have any relevant medical documentation please attach (this may be requested).

**Operational roles only.** Please complete the below physical capacity questionnaire

Do you have difficulty with the following:

	Yes	No
Walking more than 200m	<input type="checkbox"/>	<input type="checkbox"/>
Walking on high or uneven ground	<input type="checkbox"/>	<input type="checkbox"/>
Kneeling	<input type="checkbox"/>	<input type="checkbox"/>
Standing for more than one hour	<input type="checkbox"/>	<input type="checkbox"/>
Using hand tools	<input type="checkbox"/>	<input type="checkbox"/>
Climbing a ladder	<input type="checkbox"/>	<input type="checkbox"/>
Crouching or squatting	<input type="checkbox"/>	<input type="checkbox"/>
Lifting or bending	<input type="checkbox"/>	<input type="checkbox"/>
Gripping with both hands	<input type="checkbox"/>	<input type="checkbox"/>

**Declaration and Privacy****Medical Declaration**

I declare the above answers are true and correct to the best of my knowledge and that I will, if required, provide further information concerning my health and fitness that are relevant to this application.

**Acknowledgement**

If, after my acceptance as a volunteer, there are any changes to my personal details, including in regard to my health or fitness, I am required to complete and submit a Change of Personal Details Form.

**Declaration:** I agree to comply with the legislation that regulates the operations of emergency services in Western Australia. This includes the *Fire and Emergency Services Act 1998*, the *Fire Brigades Act 1942*, and the *Bush Fires Act 1954*, as is applicable to the volunteer emergency service of which I will be a member. In addition, I agree to comply with the DFES and/or Local Government policies and procedures that relate to the volunteer emergency service of which I will be a member.

**Privacy and Consent**

I acknowledge that personal information may be disclosed to third parties (including other State institutions or authorities outside the Department of Fire and Emergency Services) with your consent; for purposes that would be reasonably expected; or where required, authorised or permitted by law.

**Applicant**

Applicant signature  Date

Parent/Guardian approval signature  Date

**Brigade, Group or Unit Endorsement**

Brigade, Group or Unit leader name

Brigade, Group or Unit signature  Date

Type of photo identification sighted

Application endorsed  Yes  No with comments:

**DFES Office Processed in RMS by:**

Name  Role

Date

Link sent for application for National Criminal History Check:  Yes  No Date

Working with Children Check card verified  Yes  No  Not Applicable

**District Officer, Area Officer, Local Government or Youth Programs Coordinator approval**

DO/AO/LG/YPC name

DO/AO/LG/YPC signature  Date

Application approved  Yes  No with comments:

If guidance is required about Medical Questionnaire responses contact [injury.management@dfes.wa.gov.au](mailto:injury.management@dfes.wa.gov.au)

Volunteer applicant advised  Yes Date

Page 4 of 4 Application continued for (name) \_\_\_\_\_

**ATTACHMENT 13.4A**  
**Housing Strategy – Final Review**  
**January 2026**

# Housing Strategy

## 2024-2034



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<b>Document Control</b>	
Draft	May 2024
Final Draft	June 2024
Adopted	June 2024
Reviewed	January 2026

## Introduction

The Housing Strategy for Narembeen aims to address the diverse housing needs within the community, encompassing provisions for staff housing, state employees, aged housing, and management of existing properties. This strategy outlines key actions to be taken in alignment with the Strategic Community Plan 2022-2023 and the Corporate Business Plan 2022/23 – 2026/27.

## Key Issues and Objectives

### Aged Housing

**Issue:** While presently meeting the demand, as the population ages, existing housing supply may not suffice to meet future requirements.

**Objective:** To develop a comprehensive, collaborative strategy involving stakeholders to ensure that Narembeen is prepared to address the current and future housing requirements of its aging population.

### Community Housing

**Issue:** There is currently no housing inventory coming into the market without Shire intervention, whilst there is an increasing demand for housing that is unmet.

**Objective:** To develop and implement strategies to expand the availability of community housing to meet the growing demand.

### Doctor Housing

**Issue:** The availability of suitable rental housing for contracted medical professionals is a key factor in attracting and retaining doctors in the Shire. In 2024, the Shire constructed a four-bedroom, two-bathroom residence specifically for doctor housing. While this has addressed immediate needs, there remains a potential constraint should opportunities arise to engage additional doctors to meet growing community demand, as no surplus medical housing is currently available.

**Objective:** To ensure the ongoing provision of essential medical services to the community by maintaining appropriate housing for contracted medical professionals. The Shire's objective is to retain at least one dedicated residence for doctor accommodation to support continuity of care. At this stage, the Shire does not intend to expand its housing inventory but will continue to monitor demand and service requirements to inform any future decisions.

### Essential Services Housing

**Issue:** Currently housing is not a concern for other essential services; most reside locally and have their own accommodation. However, when these staff members retire, there is limited GROH inventory available to accommodate new government essential workers (police, nurses, teachers).

**Objective:** To advocate to the state government to highlight the impending housing challenge faced by the government's essential workers, particularly in relation to limited GROH inventory, aiming for prompt policy action to ensure sufficient housing availability for future government essential workers in the community.

## **Staff Housing**

**Issue:** The availability of suitable housing remains an important factor in attracting and retaining staff within the Shire. In response to previous shortages, the Shire has constructed two three-bedroom, two-bathroom dwellings for staff housing. Across the current staff housing inventory, there is one vacancy. However, staff movements can be fluid, and housing availability can change quickly due to turnover, role changes, or new recruitment needs. Where local recruitment is not possible, the availability of flexible housing options remains a critical consideration in securing skilled staff.

**Objective:** To support workforce attraction and retention by maintaining a flexible and responsive staff housing inventory that meets current and future needs. While recent investment has increased available housing, the Shire aims to preserve sufficient capacity to accommodate changing staffing requirements and to provide housing options when attracting staff from outside the local area is necessary.

## **Worker Accommodation**

**Issue:** There is a high demand for rental properties to accommodate workers. The absence of affordable and suitable housing poses obstacles for businesses seeking to attract and retain the necessary labour force, consequently limiting service delivery and/or growth opportunities.

**Objective:** To address the market failure in the rental housing sector and its impact on workforce attraction and business growth, the objective is to implement measures to increase the availability of affordable and suitable accommodation for workers. This involves collaborating with stakeholders to develop and implement strategies that address housing barriers, thereby facilitating businesses in attracting and retaining the required labour force, consequently fostering economic growth.

## **Residential Land**

**Issue:** The housing strategy faces a challenge with residential codes set at 12.5, impacting the density regulations for group dwellings, particularly accommodating the need for 3-bedroom and 2-bedroom configurations to bridge the housing configuration gap for staff and worker accommodation. Compounding this, there are limited vacant blocks available in the townsite, emphasising the necessity to explore options for residential land development.

**Objective:** To plan a new residential subdivision, implementing it in stages to match growth demands. Additionally, to offer lifestyle lots as an alternative, catering to varied preferences and needs within the community.

## Housing Priorities

Housing Type	Priority
Shire Staff	1
Aged	2
Worker	3
Community	4
Residential Land Development	5
Essential Services	6
Doctor	7

## Residential Design Codes

The Residential Design Codes (R-Codes) serves as planning and design provisions for residential development across Western Australia. Local governments administer and apply the R-Codes.

Within the Narembeen townsite, residential development is primarily limited to R12.5. with an exception for R30 applicable to cornered, serviced lots. However, future land development offers more flexibility, allowing for up to R20. These limitations under R12.5 hinder the effective utilisation of limited, serviced vacant land for residential purposes.

R-Code	Dwelling type	Site area per dwelling (m <sup>2</sup> )	Minimum lot area/rear battleaxe (m <sup>2</sup> ) ▼	Minimum frontage (m) ▼
R2	Single house or grouped dwelling	Min 5000	-	50
R2.5	Single house or grouped dwelling	Min 4000	-	40
R5	Single house or grouped dwelling	Min 2000	-	30
R10	Single house or grouped dwelling	Min 875 Av 1000	925	20
	Multiple dwelling	Av 1000	-	-
R12.5	Single house or grouped dwelling	Min 700 Av 800	762.5	17
	Multiple dwelling	Av 800	-	-
	Single house or grouped dwelling	Min 580 Av 666	655	12
R15	Multiple dwelling	Av 666	-	-
	Single house or grouped dwelling	Min 500 Av 571	587.5	12
R17.5	Multiple dwelling	Av 571	-	-
	Single house or grouped dwelling	Min 350 Av 450	450	10
R20	Multiple dwelling	Av 450	-	-
	Single house or grouped dwelling	Min 300 Av 350	425	8
R25	Multiple dwelling	Av 350	-	-
	Single house or grouped dwelling	Min 260 Av 300	410	-
R30	Single house	Min 220 Av 260	395	-
R35	Single house	Min 180 Av 220	380	-
R40	Single house			

# Implementation Plan

## 1. Aged Housing

### Strategy 1.1

#### Design and Construct Independent Living Units

To maintain active membership in CEACA while actively engaging to fulfill its mission of offering affordable, purpose-built housing for seniors, persons with disabilities, and low-income individuals.

Actions		Timeline	Status
1.1.1	Carry out CEACA annual membership commitments	2024-2029	Ongoing
1.1.2	Transfer of land to CEACA to enable housing construction	2025/26	Progressing
1.1.3	Budget funding commitment towards construction costs	2026/27	Planned

Advocacy
Department of Housing and Works
Department of Primary Industries and Regional Development
Wheatbelt Development Commission
Minister for Housing and Works
Minister for Regional Development
Minister for Wheatbelt
Member of Central Wheatbelt

Funding Streams
Housing Australia Future Fund
Housing Support Program – Stream 2

Partnerships
CEACA

Resource Requirements	Contribution	Budget Year
Internal human resource allocation		
CEACA Annual Membership (3-year commitment)	\$15,000	2024/25 – 2025/26
CEACA Annual Membership (3-year commitment)	\$15,000	2026/27 - 2028/29
Gifting of land	\$40,000	2025/26
Funding commitment towards construction of 4 units	\$50,000	2026/27
Funding commitment towards construction of 4 units	\$50,000	2027/28

## 2. Community Housing

### Strategy 2.1

Advocate for policy changes and collaborative partnerships to expand community housing in response to rising demand driven by economic barriers.

Actions		Timeline	Status
2.1.1	Continue research and analysis to understand the specific needs and demographics driving the demand for community housing.	Ongoing	Progressing
2.1.2	Forge partnerships with key stakeholders to collaboratively advocate for policies and funding mechanisms that support the expansion of community housing initiatives.	Ongoing	Progressing
2.1.3	Advocate for policy changes to incentivise the development of community housing projects.	Ongoing	Progressing
2.1.4	Monitor and evaluate the impact of advocacy efforts and housing initiatives.	Ongoing	Ongoing
2.1.5	Maintain a housing waiting list and share with CEACA.	Ongoing	Maintaining

Advocacy
Department of Communities
Department of Housing and Works
Minister for Community Services
Minister for Housing
Minister for Wheatbelt
Member of Central Wheatbelt

Funding Streams
Not Identified

Partnerships
Department of Communities

Resource Requirements	Contribution	Budget Year
In-house human resource allocation		

### 3. Workforce Housing

#### Strategy 3.1

##### Workforce Housing Project

The Workforce Housing Project addresses current and future housing shortages affecting the regional workforce through the delivery of purpose-built dwellings. A housing demand analysis has been completed to assess utilisation of existing housing stock and identify projected demand, supported by a comprehensive business case. Land for the project has been secured, and ongoing periodic reviews will ensure data and assumptions remain current. The next phase focuses on implementing an advocacy plan to attract Commonwealth and State Government support, preparing funding applications as opportunities arise, and maintaining a strong collaborative relationship with RoeROC to progress the design and construction of the dwellings and drive the project forward.

Actions	Timeline	Status
3.1.1 Stakeholder Engagement	June 2024	Completed
3.1.2 Marketing and Planning Analysis	July 2024	Completed
3.1.3 Identification of Priority Sites	July 2024	Identified
3.1.4 Development Capacity Assessment	August 2024	Completed
3.1.5 Develop Business Case	August 2024	Completed
3.1.6 Review Business Case	November 2025	Completed
3.1.7 HSP – Stream 2 Funding Submission	December 2025	Submitted
3.1.8 Preparing Funding Submissions	Ongoing	

Advocacy
Department of Housing and Works
Department of Primary Industries and Regional Development
Wheatbelt Development Commission
Minister for Housing and Works
Minister for Regional Development
Minister for Wheatbelt
Member of Central Wheatbelt

Funding Streams
Housing Australia Future Fund
Housing Support Program – Stream 2

Partnerships
ROEROC
Wheatbelt Development Commission

Resource Requirements	Contribution	Budget Year
In-house human resource allocation		2024 to 2030
Workforce Housing Investigation & Business Case	\$12,800	2024/25
Concept Design & Cost Estimation Report	\$7,300	2025/26
Funding submission supporting documentation	\$4,000	2025/26
Consultant to prepare HSP submission	\$15,000	2025/26
Consultant to prepare future funding submissions	\$15,000	2026/27 & 2027/28
Treasury Loan	\$1,100,000	2027/28

## Strategy 3.2

### Design and Construct Short-Stay Accommodation

Advocacy
Nil

Funding Streams
Nil

Partnerships
Preferred contractor

### Design and Construction of Two 2 Bedroom Self-Contained Chalets, Caravan Park

Actions	Timeline	Status
3.2.1 Investigate need and determine feasibility		Noted for consideration in LTFP post 2025

## Strategy 3.3

### Design and Construct Staff Housing

Advocacy
Nil

Funding Streams
Residential Reserve
Treasury Loan

Partnerships
Preferred contractor

### Design and Construction of Two 3 x 2 Dwellings - Lot 61 Cheetham Way

Actions	Timeline	Status
3.3.1 Carry out subdivision application & survey process	May 2026	Progressing
3.3.2 Preparation of specifications (one 3 x 2 dwelling – Lot 2)	October 2025	Completed
3.3.3 Procurement for design & construct (Lot 2)	February 2026	Progressing
3.3.4 Construction finalised (Lot 2)	December 2026	Yet to Commence
3.3.5 Plan for design and construct (one 3 x 2 dwelling – Lot 1)	2030/31	

Resource Requirements	Contribution	Budget Year
Lot 61 Cheetham Way (Valuation 2022)	\$25,000	2024/25
Subdivision costs	\$85,000	2024/25
Contracted price (Lot 2)	\$520,000	2025/26
Contracted price (Lot 1)	\$560,000	2030/31

## Design and Construction Executive 4 x 2 Dwelling – Cheetham Way

Actions		Timeline	Status
3.3.6	Plan for design and construct	Noted for consideration in LTFP post 2025	

Resource Requirements	Contribution	Budget Year
Contracted price	\$700,000	Not budgeted

## Design and Construction of Two 3 x 2 Dwellings - Lot 33 & 35 Thomas Street

Actions		Timeline	Status
3.3.13	Preparation of specifications	May 2024	Completed
3.3.14	Procurement for design & construct	November 2024	Completed
3.3.15	Construction finalised	December 2025	Completed

Resource Requirements	Contribution	Budget Year
Lot 33 Thomas Street (Valuation 2022)	\$20,000	2024/25
Lot 35 Thomas Street (Valuation 2022)	\$20,000	2024/25
Contracted price	\$1,000,000	2024/25 & 2025/26

## Strategy 3.4

### Design and Construct Residential Subdivisions

#### Advocacy

Department of Housing and Works
Department of Primary Industries and Regional Development
Development WA
Wheatbelt Development Commission
Minister for Housing and Works
Minister for Regional Development
Minister for Wheatbelt
Member of Central Wheatbelt

#### Funding Streams

Housing Support Program – Stream 2
Regional Economic Development Grants

#### Partnerships

Development WA
Wheatbelt Development Commission

## Avoca Residential Subdivision - North

Actions		Timeline	Status
3.4.1	Determine if proposed location is a feasible preference	2025/26	Discussion Paper in draft

Resource Requirements	Contribution	Budget Year
In-house human resource allocation		

### Avoca Residential Subdivision - Lifestyle

Actions		Timeline	Status
3.4.1	Request extension for structural plan	May 2024	Completed

Resource Requirements	Contribution	Budget Year
In-house human resource allocation		

### Avoca Residential Subdivision - West

Actions		Timeline	Status
3.4.1	Determine if proposed location is a feasible preference	2025/26	Discussion Paper in draft

Resource Requirements	Contribution	Budget Year
In-house human resource allocation		

## Strategy 3.5

### Acquisition and Disposal of Land

#### Acquisition of Lot 5 Brown Street

##### Advocacy

Department of Communities

##### Funding Streams

Nil

##### Partnerships

Department of Communities

Actions		Timeline
3.5.1	Investigate option and determine feasibility	2026/27

Resource Requirements	Contribution	Budget Year
Transfer out of Residential Reserve	TBD	Not in LTFP

#### Disposal of Cheetham Way (Available Vacant Lots)

##### Partnerships

Nil

Actions		Timeline
3.5.2	Implement marketing plan	Ongoing

Resource Requirements	Contribution	Budget Year
Lot 63 Cheetham Way (Value 2022)	\$23,000	
Lot 64 Cheetham Way (Value 2022)	\$23,000	
Lot 71 Cheetham Way (Value 2022)	\$31,000	
Sale proceeds transferred to Residential Reserve		

## Strategic Rationale and Policy Alignment

The Shire of Narembeen Housing Strategy 2024–2034 has been developed to address critical local housing needs while aligning with key Commonwealth and Western Australian Government policies and priorities. The Strategy provides a coordinated framework to increase housing supply, support workforce attraction and retention, enable ageing in place, and address market failure in the delivery of housing in a regional context.

### Commonwealth Policy Alignment

The Strategy aligns with the National Housing Accord, which seeks to increase housing supply and improve affordability through collaboration across all levels of government. By identifying priority projects across workforce, community, and aged housing, the Strategy contributes to the Accord's objective of boosting housing supply in areas of demonstrated need, particularly regional communities.

The Strategy also supports the objectives of the Housing Australia Future Fund (HAFF) by facilitating the delivery of social, affordable, and community housing through partnerships with community housing providers, while addressing housing constraints that limit workforce participation, service delivery, and regional economic productivity. Provision for appropriate aged housing supports broader Commonwealth priorities around ageing in place, health, and social inclusion.

More broadly, the Strategy aligns with Regional Development Australia priorities by recognising housing as essential economic infrastructure underpinning workforce mobility, business growth, and sustainable regional communities.

### Western Australian Government Policy Alignment

The Strategy strongly aligns with the Western Australian Government's Our Priorities for Government 2025–2029, particularly the priority of Housing – Ensuring Every Western Australian Has a Home. It directly supports the State's commitment to increasing land supply for housing, delivering more social, community, affordable, and key worker housing, and improving infrastructure and services in regional and remote communities.

The Strategy also supports the Government's Jobs and Health priorities by recognising housing as a key enabler of workforce attraction and retention across essential services, including health, local government, education, and policing, and by supporting continued access to healthcare in regional communities through appropriate accommodation for medical professionals.

In addition, the Strategy aligns with Housing WA's Housing Strategy 2020–2030 and Housing 2030: Future Directions for Housing in Western Australia, particularly in relation to increasing regional housing supply, improving housing diversity, and strengthening partnerships between State agencies, local governments, and community housing providers. The Strategy also acknowledges and aligns with State Planning Policy 7.3 – Residential Design Codes, advocating for more efficient use of serviced land where appropriate.

### Strategic Value

By translating Commonwealth and State policy directions into locally actionable initiatives, the Housing Strategy provides the Shire of Narembeen with a clear, policy-aligned basis for advocacy, partnership development, and funding applications, while supporting long-term community sustainability, economic resilience, and liveability.

## Housing Working Group

The role of the Housing Working Group encompasses the ongoing monitoring and review of the housing strategy to assess its effectiveness and progress. This involved identifying challenges and areas for improvement, as well as providing recommendations to Council for adjustments as necessary. Serving as a pivotal oversight body, the Committee ensures that the housing strategy remains responsive to evolving community needs, effectively addressing issues, and aligns with the overarching goals set by Council.

## Monitoring and Evaluation

1. Six-monthly review progress against set objectives and actions.
2. Adjust strategies and plans as necessary based on emerging needs and challenges.
3. Solicit feedback from stakeholders and the community to ensure effectiveness of implemented measures.
4. Six-monthly progress reports provided to Council.

## Conclusion

The Housing Strategy for Narembeen outlines a comprehensive approach to address the diverse housing needs within the community. By prioritising staff housing development, exploring partnerships, and advocating for state investment, the Shire of Narembeen aims to ensure access to suitable housing for all residents, fostering a vibrant and inclusive community for years to come.

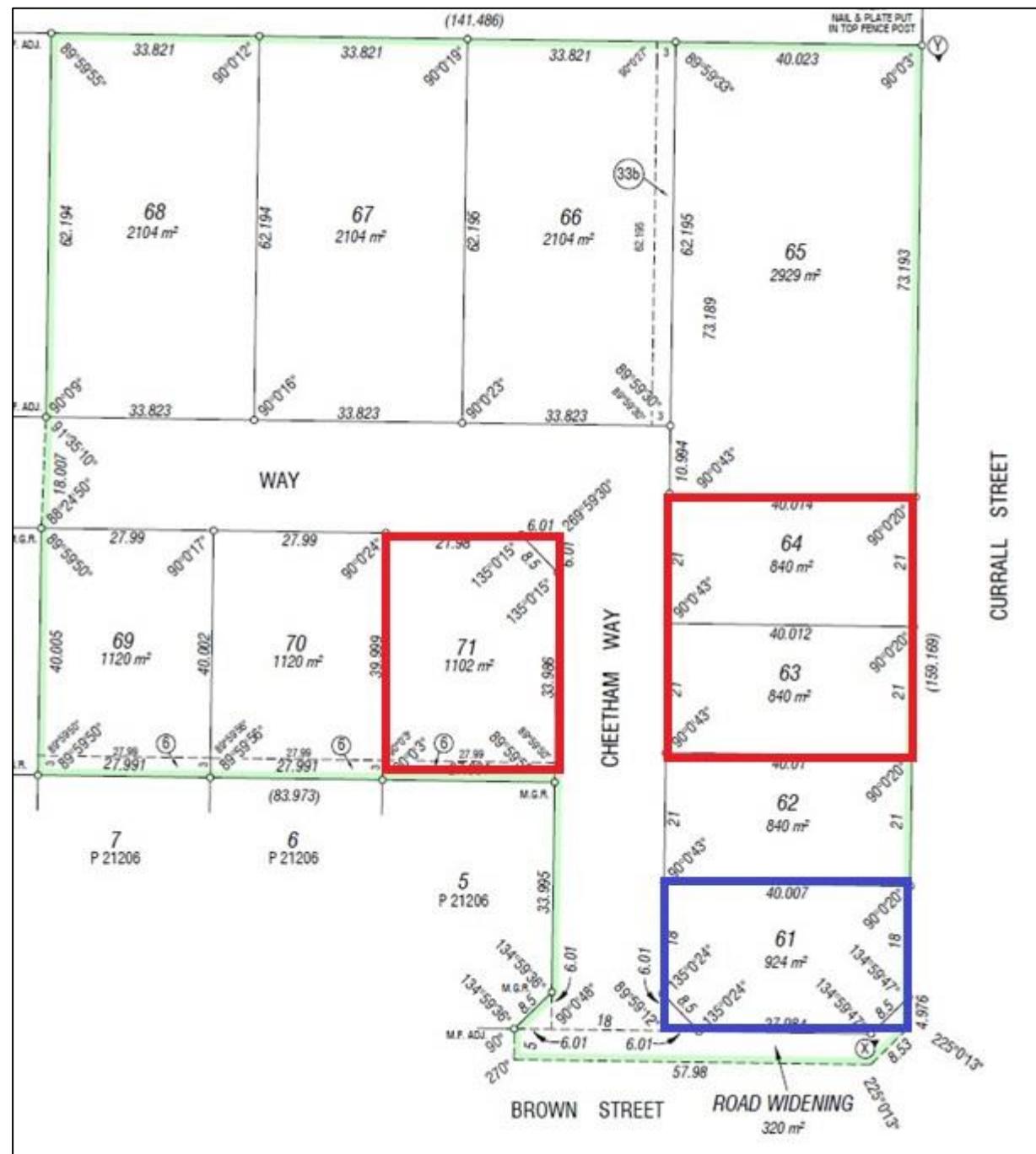
## Appendix One - Inventory and Occupancy

The following is a list of the current housing stock owned and current occupation status.

Address	Size	Executive Occupancy	Staff Occupancy	Essential Services Occupancy
8 Cheetham Way	4 x 2	✓		
20 Cheetham Way	4 x 2	✓		
24 Cheetham Way	4 x 2			✓
10 Hilton Way	4 x 1		✓	
16 Hilton Way	4 x 2			✓
18 Hilton Way	3 x 1		✓	
26 Hilton Way	4 x 2	✓		
15 Northmore Street	3 x 1		✓	
21 Northmore Street	3 x 1		✓	
33 Thomas Street	3 x 2		✓	
35 Thomas Street	3 x 2			

## Appendix Two – Council Owned Vacant Land Inventory

<b>Cheetham Way</b>
Council owns 3 serviced vacant lots (63, 64 and 71)
Council is subdividing Lot 61 into 2 serviced lots for the purpose of staff housing
Privately owned serviced vacant lots x 5
Residential Design Codes: R12.5 and R30 (corner lots only)



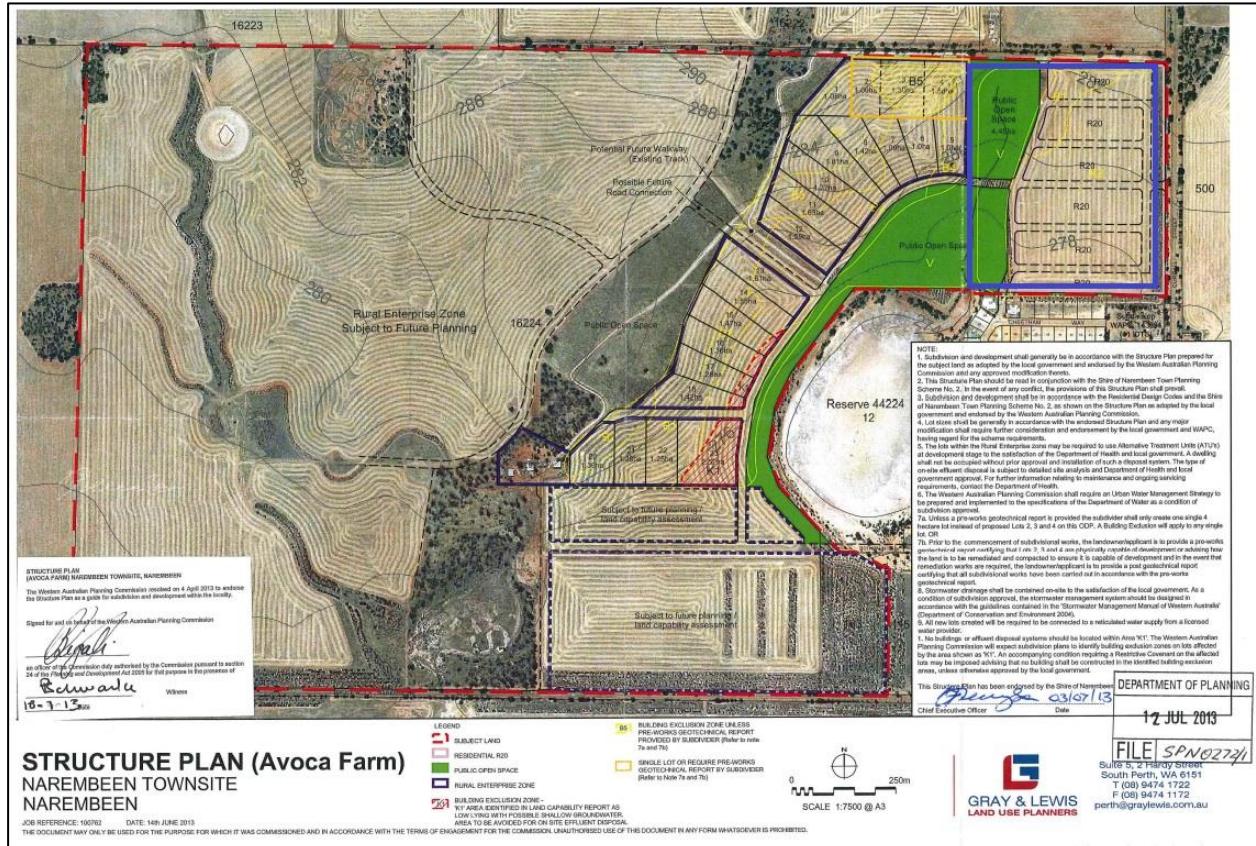
<b>Lot 104 Currall Street</b>	
Size	2,528m <sup>2</sup>
Residential Design Code	R12.5
Residential Design Code	R30
Development Options: Can accommodate up to 8 residential lots (R30)	
Resolution: Council resolved to gift property to CEACA for the purpose of developing independent living units.	



## Avoca Farm – North of Cheetham Way

Approved structural plan for the purpose of future residential development.

Residential Design Codes: R20



## Avoca Farm – West of Northmore Street

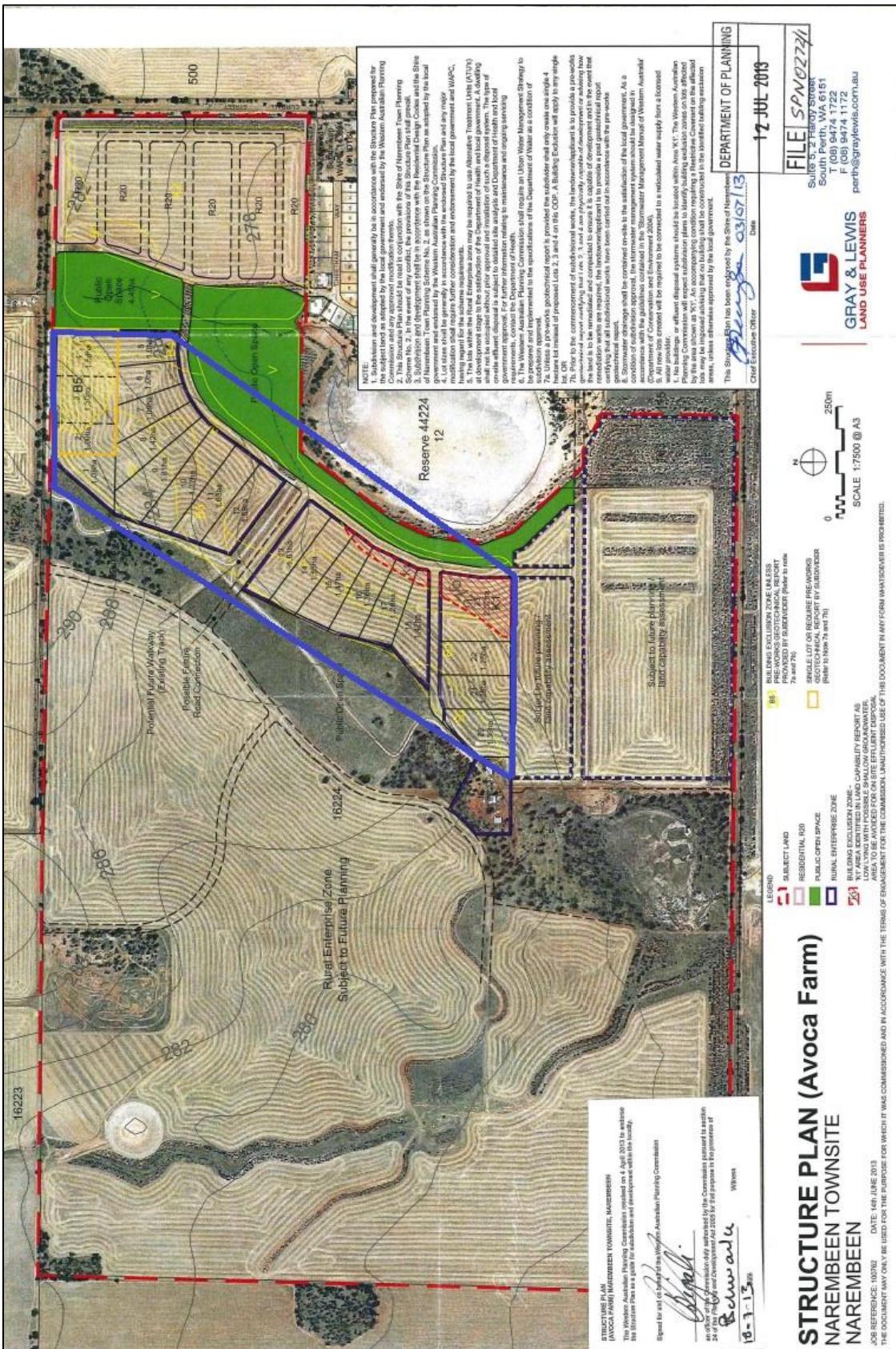
Vacant land is identified within the Town Planning Scheme for future residential development.

Residential Design Codes: R12.5 and R30 (corner lots only)



## Avoca Farm – Lifestyle Subdivision

Approved structural plan for the purpose of future residential development.



## Appendix Three - Housing Configurations & Standard Inclusions Guide

### Two Bedroom Dwelling

Alfresco Area	Cement flooring
Bathroom	Bath, shower, vanity with adequate storage x 1
Bedrooms	Built-in robes
Broom & Linen Cupboard	Adequate storage
Carport	Double
Cooling & Heating	Reverse cycle in bedrooms and living area
Fencing	Colourbond
Hot Water System	Electric
Kitchen	Electric appliances, dishwasher, and microwave space
Landscaping	Easy care with automated reticulations
Laundry	Inclusion of bench and storage space
Living Area	1
Storage	Shed or storeroom
Stormwater	Include
Toilet	x 1 (separate from bathroom)
Window Treatments	Block-out roller blinds

### Three Bedroom Dwelling

Alfresco Area	Cement flooring
Bathroom	Bath, shower, vanity with adequate storage x 1
Bedrooms	Built-in robes
Broom & Linen Cupboard	Adequate storage
Carport	Double
Cooling & Heating	Reverse cycle in bedrooms and living area
Ensuite	Bath, shower, toilet, vanity with adequate storage
Fencing	Colourbond
Hot Water System	Electric
Kitchen	Electric appliances, dishwasher, and microwave space
Landscaping	Easy care with automated reticulations
Laundry	Inclusion of bench and storage space
Living Area	1
Storage	Shed or storeroom
Stormwater	Include
Toilet	x 1 (separate from main bathroom)
Window Treatments	Block-out roller blinds

### Four Bedroom Dwelling

Alfresco Area	Cement flooring
Bathroom	Bath, shower, vanity with adequate storage x 1
Bedrooms	Built-in robes
Broom & Linen Cupboard	Adequate storage
Carport	Double
Cooling & Heating	Reverse cycle in bedrooms and living area
Ensuite	Bath, shower, toilet, vanity with adequate storage
Fencing	Colourbond
Hot Water System	Electric
Kitchen	Electric appliances, dishwasher, and microwave space
Landscaping	Easy care with automated reticulations
Laundry	Inclusion of bench and storage space
Living Area	2 separate spaces
Storage	Shed or storeroom
Stormwater	Include
Toilet	x 1 (separate from main bathroom)
Window Treatments	Block-out roller blinds

## **Appendix Four - Cheetham Way Subdivision – Sale and Development Conditions**

### **Sale Conditions**

1. A building application to be submitted within 12 months of purchase, aiming to complete development within 2 years of settlement.
2. Approval from the Council is required for any request to extend this timeframe.

## Appendix Five - CEACA Stage 2

<b>Address</b>	<b>Requested Units</b>	<b>Shire Contribution (5%)</b>
Lot 104 Currall Street	4	\$100,000

<b>CEACA Stage 2</b>	
Number of Units	54
Average Total Cost Per ILU	\$554,630
<b>HIGH LEVEL BUDGET</b>	<b>\$29,950,000</b>

<b>FUNDING</b>	
Housing Australia - Grant	\$4,000,000
Housing Australia – Concessional Loan	\$6,000,000
Department of Communities	\$17,000,000
CEACA	\$1,501,000
CEACA Local Government Members	\$1,251,000
<b>TOTAL FUNDING</b>	<b>\$29,950,000</b>

<b>Member Council</b>	<b>Requested Units</b>	<b>Existing Units</b>
Bruce Rock	7	8
Dowerin	4	0
Kellerberrin	12	13
Merredin	0	27
Mt Marshall	6	3
Mukinbudin	6	4
Westonia	4	2
Wyalkatchem	4	4
Yilgarn	3	2
Former Members	0	8

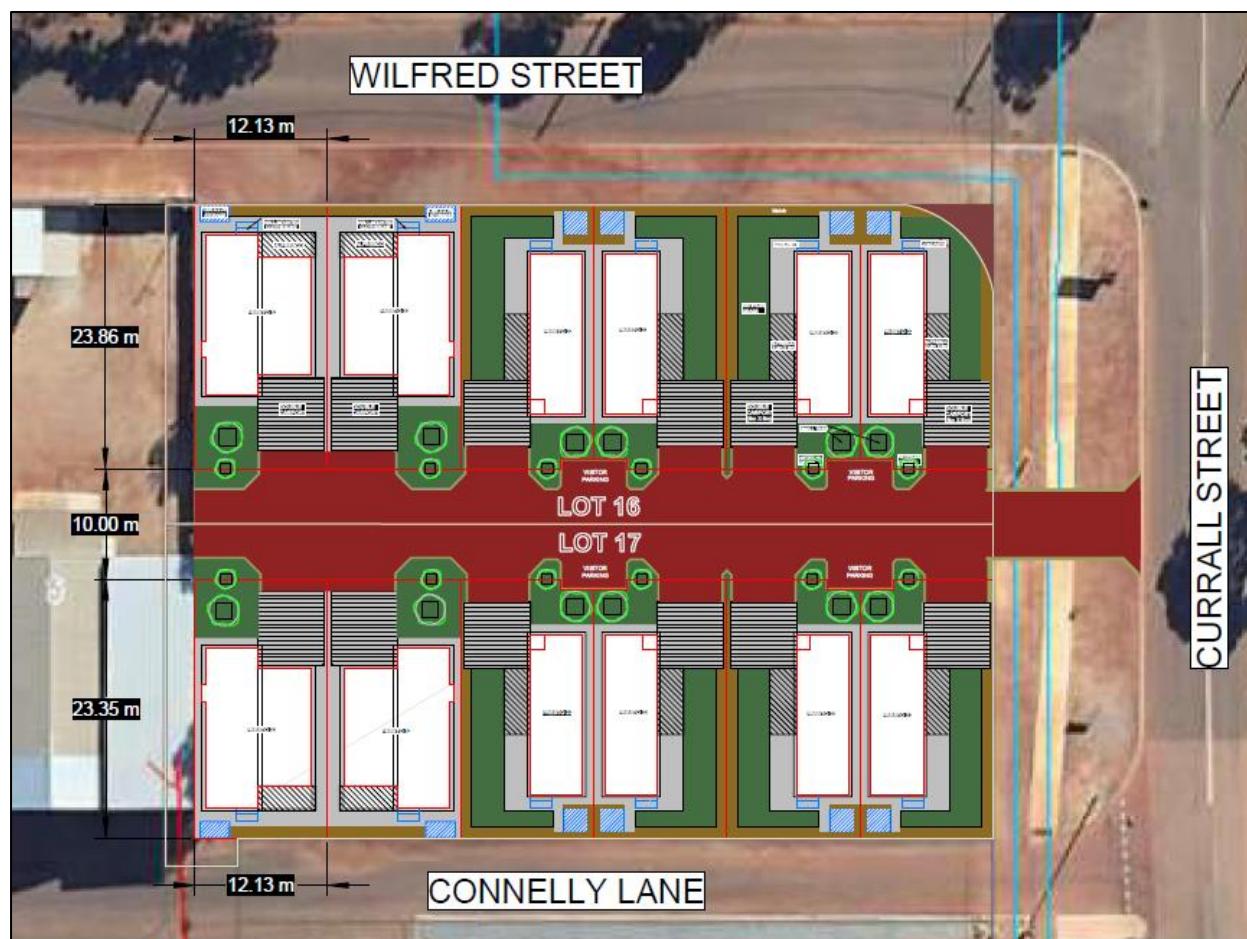
## Appendix Six – RoeROC Workforce Housing Project

<b>Address</b>	<b>Requested Dwellings</b>	<b>Shire Contribution</b>
Lots 16 & 17 Currall Street	Four 3x2 – Eight 2x2 (Total 12)	\$100,000

<b>BUDGET</b>	
High Level Budget – Narembeen	\$5,500,000
High Level Budget - RoeROC	\$16,000,000

<b>FUNDING</b>	
Regional Housing Support Fund	\$4,400,000
Treasury Loan	\$1,100,000

<b>Member Council</b>	<b>Requested Dwellings</b>
Corrigin	6
Kondinin	9
Kulin	5
Narembeen	12
<b>TOTAL DWELLINGS</b>	<b>32</b>



## Appendix Seven – Working Financial Forecast to 2033/34

Project	Description	Address	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31	2031/32	2032/33	2033/24
CEACA ILU Dwellings	Four 2x2	Lot 104 Currall			50,000	50,000						
RoeROC Key Worker Accommodation	Four 3x2 Eight 2x2	Lot 16 & 17 Currall	12,800	21,300	7,500	7,500						
Cheetham Way Subdivision		Lots 61 Cheetham	20,000	65,000								
Group Dwellings - Design & Construct	3x2	61 Cheetham (Lot 2)		520,000								
Group Dwellings - Design & Construct		61 Cheetham (Lot 1)							560,000			
Disposal of Residential Land	CEACA - ILUs	Lot 104 Currall	0	40,000								

**ATTACHMENT 13.5A**  
**RFT 2025-08 Housing Design and**  
**Construction of One (1) 3x2 Dwelling No. 49**  
**Cheetham Way**



## Request for Tender

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<b>Request for Tender:</b>	<i>Housing - Design and Construction of One (1) 3x2 Dwelling No. 49 Cheetham Way (to be located on Lot 2 Brown Street)</i>
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<b>Deadline:</b>	<i>4pm, Friday 14<sup>th</sup> November, 2025</i>
------------------	---

<b>Address for Delivery:</b>	<i>Via email to <a href="mailto:tenders@narembeen.wa.gov.au">tenders@narembeen.wa.gov.au</a> Hard copy and facsimile tenders will or will not be accepted.</i>
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<b>RFT Number:</b>	<i>2025-07</i>
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## 1 Conditions of Tendering

### 1.1 Definitions

Below is a summary of some of the important defined terms used in this Request:

<b>Attachments:</b>	The documents you attach as part of your Tender.
<b>Contractor:</b>	Means the person or persons, corporation or corporations who's Tender is accepted by the Principal including the executors or administrators, successors and assigns of such person or persons, corporation or corporations.
<b>Deadline:</b>	The deadline for lodgement of your Tender as detailed on the front cover of this Request.
<b>General Conditions of Contract:</b>	Means the General Conditions of Contract for the <b><i>Housing - Design and Construction of One (1) 3x2 Dwelling</i></b> in Part 3.
<b>Offer:</b>	Your offer to supply the Requirements.
<b>Principal:</b>	<b><i>Shire of Narembeen</i></b>
<b>Request OR RTF OR Request for Tender</b>	This document.
<b>Requirement:</b>	The <b><i>Housing - Design and Construction of One (1) 3x2 Dwelling</i></b> requested by the Principal.
<b>Selection Criteria:</b>	The Criteria used by the Principal in evaluating your Tender.
<b>Special Conditions:</b>	The additional contractual terms.
<b>Specification:</b>	The Statement of Requirements that the Principal requests you to deliver if selected.
<b>Tender:</b>	Completed Offer form, response to the Selection Criteria and Attachments.
<b>Tenderer:</b>	Someone who has or intends to submit an Offer to the Principal.

### 1.2 Tender Documents

This Request for Tender is comprised of the following parts:

- Part 1 – Conditions of Tendering (*read and keep this part*).
- Part 2 – Statement of Requirement includes Specification and any plans/drawings (*read and keep this part*).
- Part 3 – General Conditions of Contract (*read and keep this part*).
- Part 4 – Special Conditions of Contract (*read and keep this part*).

**Part 1     READ AND KEEP THIS PART**

Part 5 – Tenderer’s Offer (*complete and return this part*).

Part 6 – Contractor’s Workplace Health and Safety (*complete and return this part*).

Part 7 – Project Reference Sheet (*complete and return this part*).

Part 8 – Tenderer’s Resources Schedule (*complete and return this part*).

**Separate Documents**

- a) Appendix A – General Conditions of Contract
- b) Appendix B - Shire of Narembeen Council Policy – Procurement Framework.
- c) Appendix C - Shire of Narembeen Executive Policy – Workplace Health and Safety.
- d) Appendix D - BYDA Confirmation – Sub-Division of 61 Cheetham Way.
- e) Appendix E - WAPC – Reference Number 200861 of Proposed Subdivision of Lot 61 on DP72295
- f) Appendix F - Water Corporation - Sewer Site Design Data and Reticulation Plan OS81-203-001-01A
- g) Appendix G - Western Power - Design Drawing (SP052274)

### **1.3 How to Prepare Your Tender**

Tenderers must:

- a) Carefully read all parts of this document;
- b) Ensure you understand the Requirements;
- c) Complete and return the Offer (Part 3) in all respects and include all Attachments;
- d) Make sure you have signed the Offer Form and responded to all of the Selection Criteria; and
- e) Lodge your Tender before the Deadline.

### **1.4 Contact Persons**

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

<b>Name:</b>	Ms Rebecca McCall
<b>Telephone:</b>	08 90 647 308
<b>Email:</b>	<a href="mailto:ceo@narembeen.wa.gov.au">ceo@narembeen.wa.gov.au</a>
<b>Name:</b>	Mr Garrick Yandle – Contract Project Manager
<b>Telephone:</b>	0408 945 011
<b>Email:</b>	<a href="mailto:infrastructure@haddeo.com.au">infrastructure@haddeo.com.au</a>

## 1.5 Tender Briefing/Site Inspection

There is not a mandatory Tender Briefing / Site Inspection.

## 1.6 Customs Duty

The Tenderer shall allow for any customs duty and primege applicable to all imported materials, plant and equipment required in connection with the works in its Tender.

## 1.7 Site Allowances

This contract is not subject to adjustment for Site allowances.

## 1.8 Lodgement of Tenders and Delivery Method

The Tender must be lodged by the Deadline. The Deadline for this request is **4pm (WST) Friday 14 November 2025**. The Tender shall be lodged:

- a) Via Email - In electronic format to [tenders@narembeen.wa.gov.au](mailto:tenders@narembeen.wa.gov.au) (addressed to the Chief Executive Officer, Shire of Narembeen, 1 Longhurst Street, Narembeen WA 6369) with all file names labelled with **RFT 2025/07 Housing - Design and Construction of One (1) 3x2 Dwelling**. All submitted documents shall be of a non-editable file format (such as PDF). It is the Tenderer's responsibility to allow enough time for transmittal of all submitted tender documents to ensure they are received before the deadline.
- b) Hard Copy Tenders and Tenders submitted by Facsimile will not be accepted.
- c) Tenderers must ensure that they have provided signed copies of their Tender. All pages must be numbered, and the Tender must include an index. Any brochures, pamphlets or supplementary documents can be attached separately.

In preparing a Tender for submission via Email, Tenderers must agree to the following conditions:

- a) In submitting a Tender electronically, Tenderers represent that they have taken reasonable steps to ensure that electronic Tender files are free of viruses, worms and other disabling features which may affect the Tendering portal and/or the Principal's computing environment. Tenders found to contain viruses, worms or other disabling features may be excluded from the evaluation process.
- b) Tenderers should allow sufficient time for Tender lodgement, including time that maybe required for any problem analysis and resolution prior to the Deadline.

**Part 1     READ AND KEEP THIS PART**

- c) Where electronic submission of Tender has commenced prior to the Deadline and is not completed successfully by the Deadline, the Tender will not be accepted and will be deemed to be a late Tender.
- d) Tenders lodged through Email will be deemed to be authorised by the Tenderer.
- e) Email is designed to prevent lodgement of a Tender after the Deadline.
- f) Tenderers acknowledge that although the Principal has implemented security measures, the Principal does not warrant that unauthorised access to information and data transmitted via the Internet will not occur.
- g) Tenderers acknowledge that:
  - Lodgement of their Tender on time and in accordance with these Conditions of Tender is entirely their responsibility; and
  - The Principal will not be liable for any loss, damage, costs or expenses incurred by Tenderers or any other person if, for any reason, a Tender or any other material or communication relevant to this Request is not received on time, is corrupted or altered or otherwise is not received as sent, cannot be read or decrypted, or has its security or integrity compromised.

## **1.9 Rejection of Tenders**

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

- a) It is not submitted before the Deadline; or
- b) It is not submitted at the place specified in the Request; or
- c) It may be rejected if it fails to comply with any other requirements of the Request.

No web links or hyperlinks will be considered as part of any submission.

## **1.10 Late Tenders**

Tenders received:

- a) After the Deadline; or
- b) In a place other than that stipulated in this Request;

will not be accepted for evaluation.

## **1.11 Acceptance of Tenders**

Unless otherwise stated in this Request, Tenders may be for all or part of the Requirements and may be accepted by the Principal either wholly or in part. The Principal is not bound to accept the lowest Tender and may reject any or all Tenders submitted.

## **1.12 Disclosure of Contract Information**

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

All Tenderers will be given particulars of the successful Tenderer(s) or be advised that no Tender was accepted.

## **1.13 Tender Validity Period**

All Tenders will remain valid and open for acceptance for a minimum period of ninety (90) days from the Deadline or forty-five (45) days from the Principal's resolution for determining the Tender, whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

## **1.14 Precedence of Documents**

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

## **1.15 Alternative Tenders**

All Alternative Tenders may be accompanied by a conforming Tender.

Tenders submitted as Alternative Tenders or made subject to conditions other than the General and Special Conditions of Contract must in all cases arising be clearly marked "ALTERNATIVE TENDER".

The Principal may in its absolute discretion reject any Alternative Tender as invalid.

Any printed "General Conditions of Contract" shown on the reverse of a Tenderer's letter or quotation form will not be binding on the Principal in the event of a Contract being awarded unless the Tender is marked as an "Alternative Tender".

## **1.16 Tenderers to Inform Themselves**

Tenderers will be deemed to have:

- a) examined the Request and any other information available in writing to Tenderers for the purpose of tendering;
- b) examined all further information relevant to the risks, contingencies, and other circumstances having an effect on their Tender which is obtainable by the making of reasonable enquiries;
- c) satisfied themselves as to the correctness and sufficiency of their Tenders including tendered prices which will be deemed to cover the cost of complying with all the

**Part 1     READ AND KEEP THIS PART**

Conditions of Tendering and of all matters and things necessary for the due and proper performance and completion of the work described therein;

- d) acknowledged that the Principal may enter into negotiations with a chosen Tenderer and that negotiations are to be carried out in good faith; and
- e) satisfied themselves they have a full set of the Request documents and all relevant attachments.

### **1.17 Alterations**

The Tenderer must not alter or add to the Request documents unless required by these Conditions of Tendering.

The Principal will issue an addendum to all registered Tenderers where matters of significance make it necessary to amend or supplement the issued Request documents before the Deadline.

### **1.18 Risk Assessment**

The Principal may have access to and give consideration to:

- a) any risk assessment undertaken by any credit rating agency;
- b) any financial analytical assessment undertaken by any agency; and
- c) any information produced by the Bank, financial institution, or accountant of a Tenderer;

so as to assess that Tender and may consider such materials as tools in the Tender assessment process.

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

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

### **1.19 Evaluation Process**

This is a Request for Tender. Your Tender will be evaluated using information provided in your Tender.

**Part 1     READ AND KEEP THIS PART**

The following evaluation methodology will be used in respect of this Request:

- a) Tenders are checked for completeness and compliance. Tenders that do not contain all information requested (eg completed Offer form and Attachments) may be excluded from evaluation.
- b) Tenders are assessed against the Selection Criteria. Contract costs are evaluated, (eg tendered prices and other relevant whole of life costs are considered).
- c) The most suitable Tenderers may be short listed and may also be required to clarify their Tender, make a presentation, demonstrate the product/solution offered and/or open premises for inspection. Referees may also be contacted prior to the selection of the successful Tenderer.

A Contract may then be awarded to the Tenderer whose Tender is considered the most advantageous Tender to the Principal.

### **1.20 Selection Criteria**

The Contract may be awarded to a sole Tenderer who best demonstrates the ability to provide quality products and/or services at a competitive price. The tendered prices will be assessed together with qualitative and compliance criteria to determine the most advantageous outcome to the Principal.

The Principal has adopted a best value for money approach to this Request. This means that, although price is considered, the Tender containing the lowest price will not necessarily be accepted, nor will the Tender ranked the highest on the qualitative criteria.

A scoring system will be used as part of the assessment of the qualitative criteria. Unless otherwise stated, a Tender that provides all the information requested will be assessed as satisfactory. A Tender demonstrating greater satisfaction of each of these criteria will result in a greater score. The aggregate score of each Tender will be used as one of the factors in the final assessment of the qualitative criteria and in the overall assessment of value for money.

The Principal has predetermined the following criteria against which the Quote will be evaluated being:

- Relevant Experience;
- Demonstrated Understanding;
- Timeframe
- Price

## 1.21 Compliance Criteria

These criteria are detailed within **Section 5.2.1** of this document and will not be point scored. Each Tender will be assessed on a Yes/No basis as to whether the criterion is satisfactorily met. An assessment of “No” against any criterion may eliminate the Tender from consideration.

## 1.22 Qualitative Criteria

In determining the most advantageous Tender, the Evaluation Panel will score each Tenderer against the qualitative criteria as detailed within **Section 5.2.2** of this document. Each criterion will be weighted to indicate the relative degree of importance that the Principal places on the technical aspects of the goods or services being purchased.

It is essential that Tenderers address each qualitative criterion. Information that you provide addressing each qualitative criterion will be point scored by the Evaluation Panel. Failure to provide the specified information may result in elimination from the tender evaluation process or a low score.

Both the Qualitative Criteria and the Price Criteria will be allocated a score out of 5, where a “5” is the highest score, and a “0” is the lowest score. Once scores have been allocated, each criterion will have the following weightings applied:

Criteria	Weighting
Relevant Experience	20%
Demonstrated Understanding	20%
Timeframe	20%
Price	40%

## 1.23 Value Considerations

### *Weighted Price Criteria*

The Weighted Price method is used where price is considered to be crucial to the outcome of the contract. The price is then assessed with quality. Include any items that may affect any pricing outcomes (eg Regional Price Preference Policy).

Criteria	Weighting
Tendered Price	40%

## **1.24 Local Sub-Contractor**

Tenderers are encouraged to engage local contractors (businesses with a primary office location within Shire of Narembeen) to assist with on-site works where possible. Tenderers will be asked to identify these sub-contractors, the components they have been engaged to undertake and quantify the overall value of local sub-contractor engagement. This information will be included in the Price weighting assessment as outlined in Section 5.2.2.

## **1.25 Price Basis**

### *Fixed Prices*

All prices for goods/services offered under this Request are to be fixed for the term of the Contract. Tendered prices must include Goods and Services Tax (GST).

Unless otherwise indicated prices tendered must include delivery, unloading, packing, marking and all applicable levies, duties, taxes and charges. Any charge not stated in the Tender, as being additional will not be allowed as a charge for any transaction under any resultant Contract.

## **1.26 Ownership of Tenders**

All documents, materials, articles and information submitted by the Tenderer as part of or in support of the Tender will become upon submission the absolute property of the Principal and will not be returned to the Tenderer at the conclusion of the Tender process PROVIDED that the Tenderer be entitled to retain copyright and other intellectual property rights therein, unless otherwise provided by the Contract.

## **1.27 Canvassing of Officials**

If the Tenderer, whether personally or by an agent, canvasses any of the Principal's Commissioners or Councillors Officers (as the case may be) with a view to influencing the acceptance of any Tender made by it or any other Tenderer, then regardless of such canvassing having any influence on the acceptance of such Tender, the Principal may at its absolute discretion omit the Tenderer from consideration.

## **1.28 Identity of the Tenderer**

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

## **1.29 Costs of Tendering**

The Principal will not be liable for payment to the Tenderer for any costs, losses or expenses incurred by the Tenderer in preparing their Offer.

## **1.30 Tender Opening**

Tenders will be opened in the Principal's offices, following the advertised Deadline. All Tenderers and members of the public may attend or be represented at the opening of Tenders.

The names of the persons who submitted the Tender by the due Deadline will be read out at the Tender Opening. No discussions will be entered into between Tenderers and the Principal's officers present or otherwise, concerning the Tenders submitted.

The Tender Opening will be held on or as soon as practicable after the Deadline at Shire of Narembeen, 1 Longhurst Street, Narembeen WA.

## **1.31 Monetary Values**

Monetary Values that appear in the Tender (such as provisional sums, prime cost amounts, value of Principal supplied items etc) are net values. They do not include Goods and Services Tax (GST).

## **1.32 In House Tenders**

The Principal does not intend to submit an In-house Tender.

## 2 Statement of Requirements

### 2.1 Introduction

The Shire of Narembeen (Shire) invites Tenders from suitably qualified and experienced registered residential building contractors to undertake the Design and Construction (D&C) of One (1) 3x2 Dwelling. The dwelling may be either prefabricated or traditional build and is to be located at 49 Cheetham Way (Lot 2 Brown Street as per WAPC Reference Number: 200861), Narembeen. The lot is proposed to be subdivided with the Shire in the process undertaking a Subdivision Application. Dwellings are proposed to be located on the adjacent sub-divided lots of approximately 462m<sup>2</sup> each. This dwelling is proposed to be located on Lot 2 Brown Street.

### 2.2 Background Information

This Tender specification is to be used as the primary guide for standards and selections. Any deviation from this specification shall be addressed to the Principal for consideration and direction.

As part of the response to **Part 5** each prospective Tenderer is to submit a detailed Concept Design consisting of;

- Indicative Plan view showing the Floor Layout.
- Indicative side elevations.
- A detailed cost breakup of the project (in accordance with the pricing schedule).
- Equipment list.
- Indicative schedule of finishes.

The Concept Design is to be submitted as part of the Contractor's Tender submission. Prior to award of any contract, the Principal may shortlist one or more Tenders and seek to clarify / modify their Concept Design, costing, equipment list or schedule of finishes to better meet the Principal's requirements (including to better fit within the project budget).

Once the Principal is satisfied with the submitted Concept Design, the Principal will make recommendation to Council elect to award the contract. Following award of the Contract, the Contractor will then prepare a Detailed Design consisting of (as a minimum);

- Design drawings;
- Specification;
- Equipment list;

#### - Schedule of finishes.

The Principal will then review the Detailed Design and either seek amendment or approve for construction purposes. If the Principal approves the Detailed Design, the Contractor is to commence construction of the works in accordance with the approved Detailed Design.

The Contractor is responsible for preparing all Detailed design and design / construction compliant documentation including the engagement of all required consultants and seeking all approvals for the works.

## 2.3 Site Location

The dwellings may be either prefabricated or traditional build and to be located at 49 Cheetham Way (on Lot 2 Brown Street), Narembeen. The lot is proposed to be subdivided with the Shire in the process undertaking a Subdivision Application. It is expected this subdivision process will be completed in early 2026, site works and installation to commence immediately after approval. Dwellings are proposed to be located on the adjacent sub-divided lots of approximately 462m<sup>2</sup> each. This dwelling is proposed to be located on Lot 2 with driveway access from Brown Street.

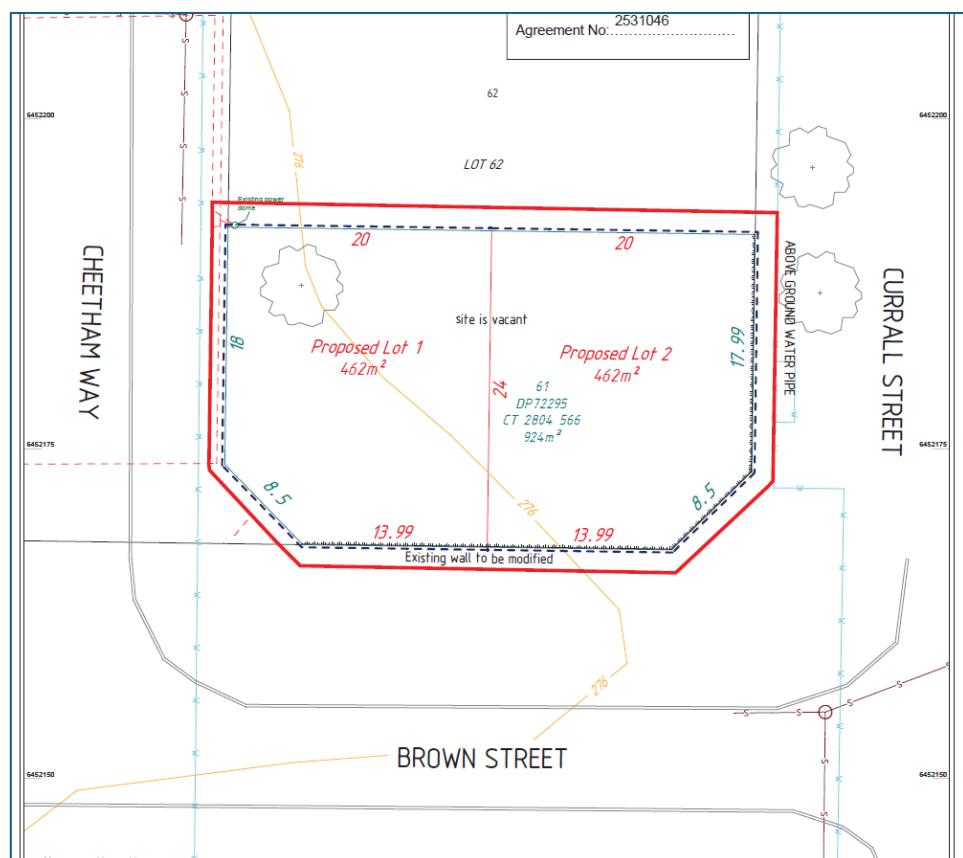


Figure 1: Site location for proposed buildings – 49 Cheetham Way (Lot 2 Brown Street)

### 2.3.1 Site Position

Note that the final position of the building will be subject to confirmation by the Principal following the site survey and pegging of cadastral boundaries. The Contractor is to provide the site survey.

### 2.3.2 Site Preparation

The Contractor will be responsible for all site preparation including clearing, leveling, cut / fill and compaction. The site shall be prepared to a suitable standard for construction / installation of buildings of the nature proposed for the project.

### 2.3.3 Site Access

The Principal will be responsible for ensuring that access ground conditions and other access constraints such as clearances to powerlines, trees and structures etc. will not inhibit the Contractors access. The Contractor will be responsible for all traffic control measures and other logistics required to allow safe access to the site, including all transport permits.

## 2.4 Definitions

Below is a summary of some of the important defined terms used in this Part:

<b>Contractor's Representative:</b>	Means any Officer or person duly authorised by the Contractor, in writing, to act on their behalf for the purpose of the Contract;
<b>Principal's Representative</b>	Means any Officer or person duly authorised by the Principal, in writing, to act on their behalf for the purpose of the Contract;
<b>Works or Services:</b>	Means the Services, which the Contractor is required to provide to the Principal and the Contractor under the Contract;
<b>Superintendent:</b>	Shire of Narembeen
<b>Superintendent's Representative:</b>	Ms Rebecca McCall

## 2.5 Scope of Work

### 2.5.1 Scope

The Contractor is responsible for the design and construction of one (1) 3x2 dwelling and associated infrastructure, including fencing and landscaping. This includes all client liaison required to confirm and record all design decisions and proposals related to the works.

Detailed design and design / construction-compliant documentation shall be prepared and achieved by the contractor including the engagement of all required consultants and sub-contractors.

## Part 2     READ AND KEEP THIS PART

The Contractor will be responsible for all works associated with the design and construction of each dwelling such as design documentation, approvals and headworks including but not limited to:

- Design documentation.
- Building approvals.
- Site preparatory works.
- Connection to headworks services.
- Compliance certificates.

### 2.5.2 Exclusions

The Principal will undertake the following associated with WAPC Subdivision approval process and headworks installation:

- WAPC Subdivision approval as per drawing:
  - o WAPC – Reference Number 200861 of Proposed Subdivision of Lot 61 on DP72295
- Water Corporation Sewer Headworks as per drawing:
  - o Water Corporation - Sewer Site Design Data and Reticulation Plan OS81-203-001-01A
- Western Power Headworks as per drawing;
  - o Western Power - Design Drawing (SP052274)

The Principal will provide the following upon request:

- A list of local sub-contractors such as:
  - o Plumber.
  - o Electrician.
  - o Minor Earthworks.
  - o Concreter.
  - o Accommodation Sites.
  - o Hospitality Venue.
  - o Grocery Shopping Venue.
- Suitable material from local sand quarry inclusive of transport to site for site preparatory to be undertaken by the Contractor (Tenderer to outline quantities).

The Principal will provide

**Part 2     READ AND KEEP THIS PART**

- Landscaping and sheds post completion and handover of works.

## 2.6 Detailed Specification

### 2.6.1 Architectural

The Shire of Narembeen Specifications of a Three Bedroom Dwelling as per their draft Housing Strategy includes:

<b>Area</b>	<b>Specification Guidelines</b>	<b>This Tender</b>
Alfresco Area	Cement flooring	Covered with colorbond roof sheeting at a minimum height of 2.4m  Minimum area 8m x 4m
Bathroom	Bath, shower, vanity with adequate storage x 1	Showers screens – rather than rod and curtain
Bedrooms	Built-in robes	Vinyl flooring
Broom Cupboard	Included	
Cooling & Heating	Reverse cycle in bedrooms and living area	
Crossover & Driveway	Cement	
Ensuite	Bath, shower, toilet, vanity with adequate storage	No bath in ensuite.  Showers screens – rather than rod and curtain
Hot Water System	Electric	
Kitchen	Electric appliances, dishwasher and microwave space	Provision for overhead cupboards and/or shelving.  Pantry cupboard.
Landscaping	Easy care with automated reticulations	By others post-handover.

**Part 2     READ AND KEEP THIS PART**

Laundry	Inclusion of bench and storage space.	Provision for additional overhead storage shelves.
Linen Cupboard	1	
Living Area	1	Open plan with dining.  Provision for door between living and bedroom areas.
Pathways	Include	Around house connecting carport, alfresco and all external doors, minimum 2.0m width.
Storage	Storeroom	Include a small storeroom under the roof structure of adequate size in lieu of garden shed.
Stormwater	Include	Downpipes to discharge to street front.
Toilet	X 1 (separate from main bathroom)	
Window Treatments	Block-out roller blinds	

Tenderers are not restricted to a specific layout or componentry, but the preferred layout is “open floor plan” for living and dining areas. The final designed structures shall meet the user needs of 3x2 house as outlined in the above Specification Guidelines as well, but not limited to, the following:

<b>Area</b>	<b>This Tender</b>
Site Works	Preparatory siteworks and construction of compacted foundations relevant to site conditions for the dwelling and any retaining wall/s that may be required.

**Part 2     READ AND KEEP THIS PART**

Carport	Double covered with colorbond roof sheeting at a minimum height of 2.4m with cement flooring.
Electrical	Connection from Western Power supply dome to the dwelling electrical switchboard.
Electrical Connections	Connection of internal wiring across the splits, connection of mains power, connection and commissioning of air-conditioning units onsite, connection & re-commissioning of sweep fans, earthing of home, and checking all connections & appliances.
Water	Connection from Water Corporation meter valve to water pipes at ground level on outside of the dwelling.
Plumbing	Connections including connection of pipes across the splits, connection of drainage to sewer junction or septic system, connection to water mains and flush & test pipes and appliances.
Sewer	Connection to mains sewer inclusive of works outside of the building line.

**2.6.1.1 *Construction Materials***

The Shire will consider prefabricated or traditional building options. The Shire is seeking the incorporation of design elements that provide high aesthetic appeal while not adding significant cost to the project.

As a minimum, but not limited to, the new building structures are generally to be constructed of the following:

- Pre-stressed base or footings (prefabricated) or reinforced concrete pad (traditional).
- External Cladding - Genuine Colorbond steel custom orb fixed with Headlock (or similar) security head screws that prevent easy removal of the screw without a specific tool; or approved masonry walls;
- Internal Walls – 90mm galvanised steel stud framing (or equivalent); or approved masonry walls;
- Floor Covering Dry Areas – 2.0mm Slip Resistant Vinyl Plank Flooring with skirting
- Floor Covering Wet Areas – Tiling;

**Part 2     READ AND KEEP THIS PART**

- Wall Insulation – R2.5 HD Polyester Batts to all walls (internal & external) & 6.5mm E Therm under external cladding;
- Roof Insulation - R2.5 Polyester insulation between ceiling joists with IST60 Anticon under roof sheets;
- Roof & Ceiling Frame – Galvanised steel framework (or equivalent);
- Roof Cladding - Genuine Colorbond steel custom orb;
- Roof Flashings, Corner trims & Gutters – Genuine Colorbond products;
- Internal Lining Wet Areas – 6mm Villaboard;
- Ceiling – Flush Jointed 10mm Plasterboard, painted with Dulux Enviro2
- Roof Flashings, Corner trims & Gutters – to be genuine Colorbond Steel;
- Internal Door Frames – Aluminium Powder coated finish;
- Internal & External Doors to be painted in Dulux Super Enamel;
- Windows to be Aluminium Framed powder coated finish;
- Flyscreens to all windows and doors (fixed and sliding) with powder coated finish;
- Ceiling Height to be 2,700mm;
- 4 reverse cycle split system air conditioning units (one in each bedroom and one in the living area);
- Electric instantaneous;
- Suitable Tapware;
- Ceramic Toilet Bowls.
- All external doors to be Solid Core doors.
- All external doors including sliding doors to have Key lock Security Screens

**2.6.1.2 *Finishes***

Where not detailed in this specification, the Contractor is to allow for a high standard of finish and a colour selection, suitable for a building structure of the intended purpose, both in terms of durability and visual presentation.

The Contractor is to allow suitable time for colour and finish selection by the Principal as part of the design process.

## **2.6.2 Structural**

The contractor shall engage a qualified and registered Structural Engineer to design the following:

- Foundations;
- Concrete footings and floor slabs;
- Columns;
- Beams;
- Wall framing;
- Roof trusses and roof framing;
- Load-bearing steelwork and brickwork;
- Any other minor structural items.

### **2.6.2.1 Geotechnical**

The Structural Engineer shall commission and carry out a Geotechnical investigation of the building site and provide a certified site classification necessary to inform his structural design.

### **2.6.2.2 Wind Category**

The Structural Engineer shall determine the relevant wind category and design the building to withstand the wind loading requirements applicable for the geographic location and use of the building.

### **2.6.2.3 Earthquake Actions**

The Structural Engineer shall ensure that the design of all elements / components (both structural and non-structural) are assessed and designed in accordance with AS 1170.4-2007: Structural Design Actions Part 4: Earthquake actions in Australia (the Earthquake Standard).

### **2.6.2.4 Importance Level**

The Structural Engineer shall determine the importance level of the building based on the intended use of the buildings and shall design the building to the relevant Importance Level in accordance with AS1170 and the BCA.

### **2.6.2.5 During Construction**

The Contractor shall allow for a Structural Engineer certified compaction certificate prior to siting the transportable building or commencing pouring of reinforced concrete pad. Submit this certificate to the Principal prior to siting the transportable building or pouring of pad.

## Part 2     READ AND KEEP THIS PART

The Contractor shall allow for their Structural Engineer to inspect the main structural frame on completion but prior to commencing any cladding and to provide certification that the structure conforms with the documents. Submit this certificate to the Principal prior to commencing any cladding.

### 2.6.3    Hydraulic

The Contractor shall engage an appropriately qualified hydraulic specialist (this could be a competent Licensed Plumber) to design the following:

- Connection to potable Water supply;
- Water supply throughout the building;
- All taps and sanitary fittings;
- External hose cocks - Taps;
- Hot water systems;
- Wastewater and sewer connection
- Floor drainage to wet areas;
- Rainwater gutters and downpipes to street
- Energy Efficiency Assessment and Certification in accordance with BCA Section J.

### 2.6.4    Mechanical

The Contractor shall engage an appropriately qualified mechanical specialist (this could be a competent Air-Conditioning sub-contractor) to design the following:

- Mechanical ventilation – exhaust and fresh air;
- Air conditioning system;
- Door louvers and intake/exhaust louvers as required;
- Energy Efficiency Assessment and Certification in accordance with BCA Section J.

### 2.6.5    Electrical

The Contractor is to engage an electrical specialist (this could be a competent Licensed Electrician) to design the following:

- Mains supply to site and building.
- Investigate and assess all aspects of electrical system and provide design and documentation to ensure compliance with relevant standards;
- Electrical distribution board design;

## Part 2     READ AND KEEP THIS PART

- Electrical reticulation throughout;
- Power and light fittings throughout, including emergency lighting etc;
- Smoke detectors;
- Power to Extract Fans in conjunction with Mechanical Specialist;
- Power to hot water units in conjunction with Hydraulic Specialist;
- Power to Air-conditioning in conjunction with Mechanical Specialist;
- Energy Efficiency Assessment and Certification in accordance with BCA Section J;
- Any other minor electrical items;
- Lightning conduction and earthing;

### 2.6.6 Wastewater and Effluent Disposal

The Contractor is to allow for the connection to the Sewer in consultation with Water Corporation.

### 2.6.7 Services Completion – Testing and Commissioning

The contractor shall be responsible for the commissioning and testing of all mechanical, electrical and hydraulic systems and shall provide written confirmation confirming systems functionality and compliance.

### 2.6.8 BCA Compliance

The Contractor shall be responsible for achieving CDC (Certificate of Design Compliance) as well as CCC (Certificate of Construction Compliance and Occupancy).

A qualified BCA Consultant (Private Certifier) shall be engaged by the Contractor to carry out the following:

Stage 1 – Design Phases to Certification:

- Includes BCA and DDA advice on all design phases from concept design through to final construction documentation;
- Undertake written BCA (including accessibility) reviews of the architectural documentation and liaise with all service consultants and provide advice;
- Liaise with DFES and submit relevant documents in accordance with the Regulations;
- Provide a list of deliverable documents required to accompany Contractor's design documentation to be submitted to the permit issuing authority;

**Part 2     READ AND KEEP THIS PART**

- Provide and issue a "Design Compliance Certificate(s) in accordance with the Building Act and on the appropriate prescribed form contained in the Regulations;
- Collate the building permit documentation including all required services certificates, copies of other approvals for certification and submission to the permit authority so that a building permit may be granted within 14 days. The Contractor will be responsible for submitting all documents to the permit authority including payment of statutory fees;
- Any other required statutory requirements.

**Stage 2 – Construction and Completion / Occupation Phase:**

- Undertake inspections as documented in the Certificate of Design Compliance;
- Liaise with stakeholders on compliance issues during construction;
- Issue inspection reports verifying the building elements inspected;
- Issue the certificate of Construction Compliance in the appropriate form;
- Provide a list of deliverable documents to allow for collation and submission to the permit issuing authority;
- Carry out final inspection before the issue of the Certificate of Construction Compliance;
- Receive and collate certification evidence from all services nominated in the Certificate of Design Compliance;
- Collate all certification documentation and submit to the permit authority for a full or staged occupancy certificate to be issued within 14 days of submission;
- Any other required statutory requirements.

**2.6.9 Energy Efficiency Assessment**

The Contractor shall be responsible for engaging a qualified EEA consultant to carry out the following:

Review working drawings to ascertain compliance of the proposed Building Solution with the Deemed-to-Satisfy Provisions of the Building Code of Australia as per Section J Energy Efficiency

- Liaise with contractor to ensure Mechanical and Electrical consultants provide satisfactory Compliance Reports for Parts J5 and J6 respectively;
- Liaise with contractor if any areas of non-compliance are identified to discuss options of achieving minimum requirements;

## Part 2     READ AND KEEP THIS PART

- Review and advise in relation to any amendments to confirm compliance;
- Prepare Compliance Report for BCA 2012 Volume One Deemed-to-Satisfy requirements for Parts J1 to J3, J7 and J8.

### 2.6.10 Water Corporation Approval (if applicable)

The Contractor shall submit the completed design to Water Corporation well in advance for necessary approval prior to Building Permit application. Please note that this process duration can be in excess of 4 weeks after submission has been made to Water Corp. The Contractor shall allow to make application pay ALL fees and obtain all required approvals.

### 2.6.11 Building Permit

The contractor shall be responsible for securing a Building Permit and ensuring compliance with its conditions and requirements. The Contractor is to pay all costs associated with obtaining a Building Permit.

### 2.6.12 Power Approval

The Contractor shall allow to make application to Western Power and pay ALL fees for the connection of both temporary (during construction) and permanent mains supply to the site timely for the completion of the buildings.

## 2.7 Implementation Timetable

The following Implementation Timetable is proposed, based upon the expected timeframe for the Sub-Division Application approval. The Tenderer is expected to base their submission on this proposed timetable, but be aware of the potential time challenges associated with the Sub-Division approval process. The Principal will keep the Contractor updated on the status of the approval process and engage in relevant discussions regarding timetable as the process unfolds. The proposed timetable allows flexibility around the Sub-Division Application process.

**Part 2     READ AND KEEP THIS PART**

**2.7.1 Prefabricated**

Milestone	Date	Organisation
Tender Submission	November 2025	Contractor
Preferred Contractor Determined	December 2025	SoNB
Contract Execution / Design Finalisation	January 2026	Contractor
		SoNB
Prefabrication Off Site	February 2026 – June 2026	Contractor
Sub-Division Finalisation	October 2025 – March 2026	SoNB
Sub-Division Headworks	November 2025 – March 2026	SoNB
Pre-Delivery Site Works	March 2026	Contractor
Transport and Installation	June 2025 – August 2025	Contractor
Post Installation Site Works	August 2025 – September 2025	Contractor
Practical Completion	September 2025	Contractor SoNB

**2.7.2 Traditional**

Milestone	Date	Organisation
Tender Submission	November 2025	Contractor
Preferred Contractor Determined	December 2025	SoNB
Contract Execution / Design Finalisation	January 2026	Contractor
		SoNB
Sub-Division Finalisation	October 2025 – March 2026	SoNB
Sub-Division Headworks	November 2025 – March 2026	SoNB

**Part 2     READ AND KEEP THIS PART**

Pre-Construction Site Works	March 2026	Contractor
Construction	April 2025 – August 2025	Contractor
Post Construction Site Works	August 2025 – September 2025	Contractor
Practical Completion	September 2025	Contractor SoNB

## **2.8 List of Applicable Documents**

The Shire has the following documents available to the Tenderer as relevant information in developing their submission:

- Shire of Narembeen Council Policy – Procurement Framework.
- Shire of Narembeen Executive Policy – Workplace Health and Safety - Contractor Management.
- BYDA Confirmation – Sub-Division of 61 Cheetham Way.
- WAPC – Reference Number 200861 of Proposed Subdivision of Lot 61 on DP72295
- Water Corporation - Sewer Site Design Data and Reticulation Plan OS81-203-001-01A
- Western Power - Design Drawing (SP052274)

### 3 General Conditions of Contract

Applications will be deemed to have been made based on and to incorporate the General Conditions of Contract referred to in Appendix A.

#### 3.1 Insurances

Without limiting its obligations and responsibilities, the Contractor and its subcontractor(s) (if applicable) shall take out the following insurance policies for the entire period of the Contract:

- a) A Public Liability Insurance policy with an insurer authorised by the Australian Prudential Regulation Authority (APRA) to conduct new or renewal insurance business in Australia. The policy is to provide a minimum limit of liability of not less than AUD\$20,000,000 (\$20 million) in respect of death, property damage and bodily injury.
- b) A Workers Compensation Insurance policy that is necessary to adequately protect the Contractor and the Principal in respect of liability for payment of compensation to any employee of the Contractor or of a subcontractor under the Workers Compensation and Injury Management Act 1981 or at Common Law.
- c) A Professional Indemnity Insurance policy with an insurer authorised by the APRA to conduct new or renewal insurance business in Australia. The policy is to provide a minimum limit of liability of not less than \$5,000,000 (\$5 million).
- d) A Product Liability Insurance policy and is to provide a minimum limit of liability of not less than \$10,000,000 (\$10 million) in respect of any one occurrence and for an unlimited number of claims.
- e) Comprehensive Motor Vehicle Insurance to be provided.

Respondents are to supply evidence of their insurance coverage including insurer, expiry date, value and type of insurance. If the Respondent holds “Umbrella Insurance”, please ensure a breakdown of the required insurance is provided. A copy of the Certificate of Currency is to be provided to the Principal within seven (7) days of acceptance.

#### 3.2 Period of Contract and Termination

The Contract is to be completed on supply of the Requirements. For ongoing Requirements, the period needs to be specified as in the first paragraph.

## 4 Special Conditions of Contract

### 4.1 Advertisements and Promotions on Site

The Contractor may erect on the Site or permit to be erected on Site only those signs:

- a) required by law;
- b) specified in the Contract documents; and
- c) required to identify the Contractor's premises

The Contractor shall not erect on Site, or permit to be erected on site, any other sign, advertisement, promotion or other display without the written approval of the Superintendent.

### 4.2 Description of the Works

The works comprise **Housing - Design and Construction of One (1) 3x2 Dwelling** and such other work as shown on the drawings or included in the Specification.

### 4.3 Work Not Included

The following work is not included in the Contract and will be carried out concurrently by others:

- Suitable material from local sand quarry inclusive of transport to site for site preparatory to be undertaken by the Contractor (Tenderer to outline quantities).
- Landscaping and sheds post completion and handover of works.

### 4.4 Publicity

The Contractor shall not issue any information, publication, document or article for publication in any media which includes details of the work under the Contract without the written approval of the Principal.

### 4.5 Documents Generally, Drawings and Specifications

#### 4.5.1 Copies of Documents

Where the Contractor requires copies of the documents in addition to its entitlements to one (1) electronic copy, such additional copies of the documents will be available to the Contractor at the charge current at the time of request.

#### 4.5.2 Drawings

There are currently no drawings applicable.

## 4.6 Environmental Protection (optional)

### 4.6.1 Noise Control

The Contractor shall, at all times, take adequate measures to control noise on the Site.

The contractor shall comply with all statutory requirements relating to control of noise levels on the Site and take all necessary precautions to minimise nuisance from noise and vibration and ensure that all sub-contractors observe similar care.

The Contractor shall arrange the operations and shall provide silencing equipment to the plant, at its own expense, to whatever extend it necessary to satisfy the requirements of the Shire of Narembeen in relation to the sound level arising from the Contractor's operations near the boundaries of existing occupied properties.

### 4.6.2 Site Control

The Contractor shall, at all times:

- a) Comply with the regulations and restrictions imposed by the Superintendent relating to the storage of materials, the routing of construction traffic, the interruption of existing services and facilities and any other regulations in force on the Site;
- b) Comply with all statutes, regulations and bylaws relating to the protection of the environment;
- c) Obtain written approval from the Superintendent for the formation of any temporary roads, the erection of temporary structures or any Site clearing not specifically documented;
- d) Ensure that no trees or shrubs shall be removed or destroyed without the written approval of the Superintendent;
- e) Ensure that no fire shall be lit without the written approval of the Superintendent; and
- f) Store flammable or explosive products in accordance with the relevant statutes and to the approval of the Superintendent.

### 4.6.3 Soil Erosion

The contractor shall take all proper precautions to prevent soil erosion from any land used or occupied by the Contractor in the execution of the work under the Contract.

### 4.6.4 Dust, Dirt, Water and Fumes

The contractor shall prevent any nuisance occurring through the discharge of dust, dirt, water, fumes and the like onto persons or property.

#### **4.6.5 Vehicles**

All debris, spoil, rubbish or materials shall be suitably contained and covered in vehicles during transportation to or from the Site to prevent spillage or contamination of adjoining and other areas or property.

The Contractor shall maintain vehicles, wheels and tracks in a suitable clean condition to prevent transfer of mud onto adjacent streets or other areas.

#### **4.6.6 Refuse Disposal**

All Site refuse (including foodstuffs) shall be handled and disposed of in accordance with the requirements of relevant statutes and to the approval of the Superintendent.

#### **4.6.7 Smoking on Construction Sites**

The Contractor shall at all times ensure that all workmen and visitors on the construction Site comply with the following Smoking Policy;

In respect of construction Sites, smoking is prohibited:

- a) in Site Offices, lunchrooms or enclosed toilet facilities; and
- b) inside existing premises that are designated as "no smoking" areas.

#### **4.7 Contractor's Representative**

The Contractor's Representative shall have sufficient command of the English language and of Australian construction and technical terminology, to be able to read, converse and receive instructions in English.

#### **4.8 Existing Improvements**

Where, within the Site there are a range of existing improvements, roads, drainage and other services, the Contractor shall protect and maintain the same throughout the Contract.

The Contractor shall allow for all traffic control measures to maintain the roads in a safe trafficable condition.

#### **4.9 Temporary Safety Fence (optional)**

The Contractor shall provide a temporary fence as required by the Occupational Safety and Health Act 1984 and the Occupational Safety and health Regulations 1996 and with any amendments that may be made to the Act and the Regulations.

## **4.10 Materials, Labour and Constructional Plan**

### **4.10.1 Workmen's Amenities**

The Contractor shall provide all statutory and necessary amenities and sanitary facilities for workmen and other persons lawfully upon the Site and remove them on practical completion of the works.

Occupation of any part of the works and Site for the provision of Workmen's Amenities shall not be permitted without the prior written approval of the Superintendent.

## **4.11 Materials and Work**

### **4.11.1 Regulations**

The Contractor shall comply with the Occupational Safety and Health Act 1984 (the "Act") and the Occupational Safety and Health Regulations 1996 (the "Regulations") and with any amendments that may be made to the Act and Regulations from time to time.

The Contractor shall be solely responsible for ensuring that wherever practicable, its employees and those of the Sub-contractors and employees of Separate Contractors, the Principal, Superintendents, and visitors to the Site, are not exposed to hazards.

Attention is drawn to the requirement to supply manufacturers/suppliers "Material Safety Data Sheets". These sheets should be consistent with the "Work Safe" information and format.

A copy of all "Material Safety Data Sheets" shall be supplied to the Superintendent with another copy kept on Site by the Contractor.

### **4.11.2 Chemical Information**

The use of chemicals specified or required during the currency of this Contract shall comply with the requirements of the Act and associated Regulations concerning information on chemical substances.

The Contractor shall ensure manufacturers and suppliers of chemical substances for use on the works, are responsible for providing information on those substances to be used, refer to Section 23(3) of the Act.

Copies of all information supplied shall be kept on the Site.

The Contractor is responsible for passing on information supplied by manufacturers; importers and suppliers of chemical substances to workers on Site refer to Section 19(1)(B) of the Act.

### **4.11.3 Trade Names**

Where a trade name, brand or catalogue number is referred to in the Contract, the Contractor may substitute equivalent material or equipment provided that in the opinion of the

#### Part 4     READ AND KEEP THIS PART

Superintendent the characteristics of type, quality, finish, appearance, method of construction and performance are not less than that specified, and are approved by the Superintendent.

Such approval shall not be anticipated because of similar approval having been given in a previous contract.

#### **4.11.4 Safety Management Plan**

The Contractor shall, throughout the Works, implement and maintain a "Safety Management Plan".

The Contractor shall prepare the Safety Management Plan in conjunction with a person suitably experience and qualified in safety matters.

Prior to the commencement of the Works, the Contractor shall supply to the Superintendent in writing, its Safety Management Plan.

#### **4.11.5 Induction Training**

Employees of the Contractor and its Subcontractors and Employees of Separate Contractors shall not commence work on the Site until they have been inducted.

Upon commencement of work on the Site, the Contractor shall further induct each employee with regard to all significant hazards associated with their particular activity and area of employment on the Site and where relevant shall include the use of powered plant, tools and equipment.

#### **4.11.6 Pre-Job Planning**

Where legislation or codes of practice identify particularly hazardous activities including but not limited to work in confined spaces, asbestos removal, demolition work, excavation work, working near power lines and live conductors and working at heights, the Contractor shall supply to the Superintendent a Safe Work Procedure prior to the commencing such activity or type of work on the Site.

The Contractor shall induct its employees and its Subcontractors and Separate Contractors with regard to Safe Work Procedures and shall prepare "Training Session Attendance" sheets signed by each attendee verifying that such induction has occurred.

#### **4.11.7 Site and Public Security**

Notwithstanding the Contractors' obligations to Site and public security as stated elsewhere in this Contract the Contractor shall monitor and control wherever practical, the access of all persons to the Site.

#### **Part 4     READ AND KEEP THIS PART**

The Contractor shall ensure that no persons, including without limitation friends and relatives (particularly children) of employees and the representative of organisations unrelated to the Contractor, enter the Site without the express permission of the Contractor.

#### **4.11.8 Occupied Sites**

In the event of the Site being a partially occupied Site, the Contractor is to liaise with the occupier regarding Safety and Health requirements.

The Superintendent will arrange a safety co-ordination meeting between the occupiers and the Contractor. The occupiers will provide to the Contractor their occupation requirements on and/or adjacent to the Site to assist the Contractor in the development of a Site-specific Safety Management Plan addressing the Contractors and occupiers operational interface requirements.

The Safety Management Plan shall incorporate the Contractor's own operations and the interface with the occupiers operations.

The Contractor shall be responsible for the implementation of the Safety and Health standards on the occupied Site for the duration of the Contract and shall co-ordinate and integrate the Works.

#### **4.11.9 Materials to be Supplied by the Principal**

The materials stated in the specification to be supplied by the Principal will be supplied free of charge to the Contractor for use only in the execution of the work under the Contract. The Contractor shall take delivery of the materials under the Conditions set out in the Contract.

#### **4.11.10     Services Installation**

The mechanical, electrical, plumbing, and similar service installations, equipment and their associated services shall be installed in such order that will ensure they are located as shown on the drawings and that all essential components and parts are accessible for the purposes of maintenance and replacement.

The Contractor shall be responsible for co-ordination between the various service installers in attaining the required locations and tolerances.

#### **4.11.11     Working Hours**

The Work to be performed under the contract shall be subject to execution within certain restricted working hours and the Contractor shall observe the following requirements:

Monday to Saturday 7am – 6pm

The Contractor shall be liable for any additional costs the Principal may incur as a result of work outside the normal hours programming of the works

**4.11.12      Schedule of Warranties**

The Contractor shall obtain and ensure that the Principal will have the benefit of all warranties specified in the Contract.

**4.11.13      Brands of Material Schedules**

The Contractor shall, within fourteen (14) days from the acceptance of the Tender, notify the Superintendent of the brand or make of materials it intends to use for which the Contractor has a choice of brand or make and which can affect the colour selections such as paint, fabrics, vinyl sheets and tiles, ceramic tiles, laminated plastics and suchlike materials.

The Contractor shall not depart from the brands or makes nominated in its advice to the Superintendent unless he has been authorised by the Superintendent to do so.

If the Contractor fails to notify the Superintendent within the specified time of the brand or make of materials he intends to use, the Superintendent may, in such cases, nominate the brand or make of materials to be used and the Contractor shall then use that brand or make nominated by the Superintendent and shall add no claim for any extra costs incurred.

**4.11.14      Goods and Services Tax (GST)**

For the purposes of this clause:

- a) "GST" means goods and services tax applicable to any taxable supplies as determined under the GST Act.
- b) "GST Act" means A New Tax System (Goods and Services Tax) Act 1999 and (where the context permits) includes the Regulations and the Commissioner of Taxation's Goods and Services Tax Rulings and Determinations made thereunder and any other written law dealing with GST applying for the time being in the State of Western Australia.
- c) "Supply" and "taxable supply" have the same meanings as in the GST Act.

Where the Requirement's, the subject of this Request, or any part thereof is a taxable supply under the GST Act, the price, fee or rates tendered by the Tenderer shall be inclusive of all applicable GST at the rate in force for the time being.

In evaluating the Tenders, the Principal shall be entitled (though not obliged) to take into account the effect of the GST upon each Tender.

## **5 Tenderer's Offer**

### **5.1 Form of Tender**

The Chief Executive Officer  
Shire of Narembeen  
1 Longhurst Street, Narembeen WA 6369

I/We (Registered Entity Name): \_\_\_\_\_  
(BLOCK LETTERS)

of: \_\_\_\_\_  
(REGISTERED STREET ADDRESS)

ABN \_\_\_\_\_ ACN (if any) \_\_\_\_\_

Telephone No: \_\_\_\_\_

E-mail: \_\_\_\_\_

#### **In response to Request for Tender (RFT) 2025-07: Housing - Design and Construction of One (1) 3x2 Dwelling**

I/We agree that I am/We are bound by, and will comply with this Request and its associated schedules, attachments, all in accordance with the Conditions of Tendering contained in this Request signed and completed.

The tendered price is valid up to ninety (90) calendar days from the date of the tender closing or forty-five (45) days from the Council's resolution for determining the Tender, whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

I/We agree that there will be no cost payable by the Principal towards the preparation or submission of this Tender irrespective of its outcome.

The tendered consideration is as provided under the schedule of rates of prices in the prescribed format and submitted with this Tender.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Signature of authorised signatory of Tenderer: \_\_\_\_\_

Name of authorised signatory (BLOCK LETTERS): \_\_\_\_\_

Position: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Authorised signatory Postal address: \_\_\_\_\_

Email Address: \_\_\_\_\_

## 5.2 Selection Criteria

### 5.2.1 Compliance Criteria

Please select with a “Yes” or “No” whether you have complied with the following compliance criteria:

<b>Description of Compliance Criteria</b>	
a) Tenderers are to provide acknowledgment that your organisation has submitted in accordance with the Conditions of Tender including completion of the Offer Form and provision of your pricing submitted in the format required by the Principal.	Yes / No
b) Tenderers are to provide their <ul style="list-style-type: none"> <li>▪ Builders Registration</li> <li>▪ Other relevant sub-contractor licenses / registrations</li> </ul>	Yes / No
c) Compliance with the Specification contained in the Request.	Yes / No
d) Compliance with attendance at any mandatory tender briefing or site inspection.	Yes / No
e) Compliance with the Quality Assurance requirement for this Request.	Yes / No
f) Compliance with the Delivery Date.	Yes / No
g) Risk Assessment  Tenderers must address the following information in an attachment and label it “Risk Assessment”: <ul style="list-style-type: none"> <li>i) <i>An outline of your organisational structure inclusive of any branches and number of personnel.</i></li> <li>ii) <i>If companies are involved, attach their current ASC company extracts search including latest annual return.</i></li> <li>iii) <i>Provide the organisation's directors/company owners and any other positions held with other organisations.</i></li> <li>iv) <i>Provide a summary of the number of years your organisation has been in business.</i></li> <li>v) <i>Attach details of your referees. You should give examples of work provided for your referees where possible.</i></li> </ul>	Yes / No

**Part 5      COMPLETE AND RETURN THIS PART**

<p>vi) <i>Are you acting as an agent for another party? If Yes, attach details (including name and address) of your principal.</i></p> <p>vii) <i>Are you acting as a trustee of a trust? If Yes, give the name of the trust and include a copy of the trust deed (and any related documents); and if there is no trust deed, provide the names and addresses of beneficiaries.</i></p> <p>viii) <i>Do you intend to subcontract any of the Requirements? If Yes provide details of the subcontractor(s) including; the name, address and the number of people employed; and the Requirements that will be subcontracted.</i></p> <p>ix) <i>Will any actual or potential conflict of interest in the performance of your obligations under the Contract exist if you are awarded the Contract, or are any such conflicts of interest likely to arise during the Contract? If Yes, please supply in an attachment details of any actual or potential conflict of interest and the way in which any conflict will be dealt with.</i></p> <p>x) <i>Are you presently able to pay all your debts in full as and when they fall due?</i></p> <p>xi) <i>Are you currently engaged in litigation as a result of which you may be liable for \$50,000 or more? If Yes please provide details.</i></p> <p>xii) <i>In order to demonstrate your financial ability to undertake this contract, include a profit and loss statement and the latest financial return for you and each of the other proposed contracting entities, together with a list of financial referees from your bank and/or accountant.</i></p> <p>The insurance requirements for this Request are stipulated in Part 3 of this Request. Tenderers are to supply evidence of their insurance coverage including, insurer, expiry date, value and type of insurance. If Tenderer holds "umbrella Insurance" please ensure a breakdown of the required insurances are provided. A copy of the Certificate of Currency is to be provided to the Principal within 14 days of acceptance.</p>	<p>Yes / No</p>
--	-----------------

**Part 5    COMPLETE AND RETURN THIS PART**

### **5.3 Insurance**

The insurance requirements for this Request are stipulated in Part 3 of this Request. Tenderers are to supply evidence of their insurance coverage including insurer, policy number, expiry date, value and type of insurance. Complete the pro-forma at Insurance Schedule. Copies of Certificates of Currency are also to be attached. If Tenderer holds "Umbrella Insurance" please ensure a breakdown of the required insurances are provided.

#### **5.3.1 Insurance Schedule**

Provide details of insurances currently held by the tenderer / contractor (including coverage of any proposed subcontractors) for proposed works under the Contract.

INSURANCE TYPE	POLICY NO	EXTENT OF COVER		EXPIRY DATE	NAME OF INSURER
		Per Incident (\$AUS)	In Aggregate (\$AUS)		
Employee Insurance / Workers Compensation cover					
Plant, Equipment & Vehicle cover (including fire, theft and damage cover)					
Public & Product Liability cover					

Certificates of Currency to be attached.

## **5.4 Contractor's Workplace Health and Safety (WHS)**

### **5.4.1 WHS Legislation in WA**

All Western Australian workplaces come under Western Australia's Work Health and Safety Act 2020 (WHS Act). The WHS Act and accompanying Work Health and Safety (General) Regulations 2022 came into effect on 31 March 2022. The WHS Act covers all workplaces within the natural jurisdiction of Western Australia. The WHS Act provides a framework to protect the health, safety and welfare of workers in Western Australian workplaces, and of other people who might be affected by the work. The WHS Act aims to:

- Protect the health and safety of workers and other people by eliminating or minimising risks arising from work or workplaces.
- Ensure fair and effective representation, consultation and cooperation to address and resolve health and safety issues in the workplace.
- Encourage unions and employer organisations to take a constructive role in improving work health and safety practices.
- Assist businesses and workers to achieve a healthier and safer working environment.
- Promote information, education and training on work health and safety.
- Provide effective compliance and enforcement measure.
- Deliver continuous improvement and progressively higher standards of work health and safety.

In furthering these aims, regard must be had to the principle that workers and other persons should be given the highest level of protection against harm to their health, safety and welfare from hazards and risks arising from work as is reasonably practicable.

For these purposes, 'health' includes psychological health as well as physical health.

### **5.4.2 Applicant's Workplace Health and Safety Pro Forma**

This Pro Form forms part of the Principal's evaluation process and is to be completed by Applicants and submitted with their Application submissions. The objective of the Proforma is to provide an overview of the status of Contractor's safety management systems. Contractors may be required to verify their responses noted in their Pro Forma by providing evidence of their ability and capacity in relevant matters.

<b>Workplace Health and Safety</b>	<b>Yes</b>	<b>No</b>
<p>Does the company any of the following pertaining to WHS?</p> <ul style="list-style-type: none"> <li>• WHS Policy</li> <li>• Management System</li> <li>• Safe Operation Procedures</li> <li>• Incident Reporting Procedure</li> </ul> <p><b>If Yes, provide details:</b></p> <p><b>Insert details</b></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>All Contractors and their operators must adhere to Council's Executive Policy Workplace Health and Safety – Contractor Management.</p> <p><b>Does the Contractor acknowledge that they have received and read a copy of and agree to adhere to Council's Executive Policy Workplace Health and Safety – Contractor Management?</b></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>All Contractors and their operators must undertake mandatory completion of Council's online safety induction through the Damstra platform.</p> <p><b>Does the Contractor agree to undertake Council's online safety induction?</b></p>	<input type="checkbox"/>	<input type="checkbox"/>

## 5.6 Qualitative Criteria

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

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

A. Relevant Experience	Weighting 20%
<p>Tenderers must address the following information in an attachment and label it <b>“Relevant Experience”</b>:</p> <ol style="list-style-type: none"> <li>a) <i>Organisation Details (10%)</i> <ul style="list-style-type: none"> <li>▪ <i>Provide background information on the organisation.</i></li> <li>▪ <i>Curriculum vitae of key staff inclusive of membership to any professional or business association, qualifications etc.</i></li> <li>▪ <i>Demonstrate competency and proven track record of achieving outcomes.</i></li> </ul> </li> <li>b) <i>Previous Projects (10%)</i> <ul style="list-style-type: none"> <li>▪ <i>Provide details of similar work undertaken.</i></li> <li>▪ <i>Provide scope of the Tenderer’s involvement including details of outcomes.</i></li> <li>▪ <i>Project reference sheet and referees.</i></li> </ul> </li> </ol>	
<p>Supply any other relevant details in an attachment and label it <b>“Relevant Experience”</b>.</p>	<p><b>“Relevant Experience”</b> <input type="checkbox"/> <b>Tick if attached</b> <input type="checkbox"/></p>

<p><b>B. Demonstrated Understanding</b></p> <p>Tenderers must address the following information in an attachment and label it <b>“Key Personnel Skills and Experience”</b>:</p> <p>a) <i>Design Plans (10%)</i></p> <ul style="list-style-type: none"> <li>▪ <i>Detail of house plan to show a demonstrated understanding of the Scope of Work submitted relevant to specification.</i></li> </ul> <p>b) <i>Specification (10%)</i></p> <ul style="list-style-type: none"> <li>▪ <i>Inclusion of specifications submitted relevant to specification.</i></li> </ul>	<p><b>Weighting</b></p> <p><b>20%</b></p>
<p>Supply details and provide an outline of your proposed design and specification in an attachment labelled <b>“Demonstrated Understanding”</b>.</p>	<p><b>“Demonstrated Understanding”</b></p> <p><b>Tick if attached</b></p> <p><input type="checkbox"/></p>
<p><b>C. Timeframe</b></p> <p>Tenderers must address the following information in an attachment and label it <b>“Timeframe”</b>:</p> <p>a) <i>Project Schedule / Timeline (10%)</i></p> <ul style="list-style-type: none"> <li>▪ <i>Gantt Chart</i></li> <li>▪ <i>Relative to Principal’s proposed timeline.</i></li> </ul> <p>b) <i>Conflicting Commitments (10%)</i></p> <ul style="list-style-type: none"> <li>▪ <i>Other Project / Resources Schedule</i></li> <li>▪ <i>Any contingency measures or backup of resources including personnel (where applicable).</i></li> </ul>	<p><b>Weighting</b></p> <p><b>20%</b></p>
<p>As a minimum, Tenderers should provide a timeframe with Gantt chart as well as outlining other conflicting commitments and proposed contingencies in an attachment and label it <b>“Timeframe”</b>.</p>	<p><b>“Timeframe”</b></p> <p><b>Tick if attached</b></p> <p><input type="checkbox"/></p>

<b>D. Price</b>	<b>Weighting</b>
<p>Tenderers must address the following information in and label it “<b>Price</b>”:</p> <ul style="list-style-type: none"><li>a) <i>Lump Sum Price Project (35%)</i><ul style="list-style-type: none"><li>▪ <i>Lump Sum Price relative to specification, budget and other contractors.</i></li><li>▪ <i>Milestone Breakdown</i></li></ul></li><li>b) <i>Local Sub-Contractor Content (5%)</i><ul style="list-style-type: none"><li>▪ <i>Identify local sub-contractor and specific component of works</i></li><li>▪ <i>Quantify local sub-contractor content</i></li></ul></li></ul>	<b>40%</b>
<p>As a minimum, Tenderers should provide price information as requested in <b>Section 5.7</b></p>	<b>“Price”</b> <b>Tick if attached</b> <input type="checkbox"/>

## 5.8 Price Information

Tenderers must complete the following “Price Schedule”. Before completing the Price Schedule, Tenderers should ensure they have read this entire Request.

### 5.8.1 Price Schedule

The Tenderer shall price the project as a lump sum.

Price Schedule	Amount
Total Lump Sum Price (ex GST)	
Total GST Component	
Total Lump Sum Price (inc GST)	

The Tenderer is requested to provide a breakdown of milestone tasks as per the Price Schedule. The prices entered shall fully cover all the obligations of the Contractor under the Contract.

### Breakdown of Lump Sum

No	Task	Amount
1.	Completion of Design and Preliminaries	
2.	Completion of Site Preparatory Works	
3.	Completion of Wall and Roof Framing	
4.	Completion of Internal Wall Linings	
5.	Completion of House on Builders Premises	
6.	Practical Completion	
	Total Lump Sum Price (ex GST)	
	Total GST Component	
	Total Lump Sum Price (inc GST)	

**Part 9      COMPLETE AND RETURN THIS PART**

Breakdown of Local Content

No	Supplier / Commodity	Estimated Value
1.	<i>Insert details</i>	
2.	<i>Insert details</i>	
3.	<i>Insert details</i>	
4.	<i>Insert details</i>	
	Total Local Content Value	

**5.8.2 Discounts**

Are you prepared to allow discount for prompt settlement of accounts?	Yes / No	
If you are offering discounts for different periods, or other discounts such as volume discounts, detail them in an attachment labelled "Discounts".	"Key Personnel"	Tick if attached <input type="checkbox"/>

**5.8.3 Price Basis**

Are you prepared to offer a fixed price?	Yes / No
--	----------

**5.8.4 Schedule of Rates for Labour and Day Works**

The Tenderer shall list below the hourly rates payable for various occupational groups which may be employed on the Site including any applicable Goods and Services Tax (GST).

Item	Rate Per Hour (ex GST)	GST Component	Rate Per Hour (inc GST)
Supervisor	\$	\$	\$
Survey Crew	\$	\$	\$
Labourer	\$	\$	\$
Plant Operator	\$	\$	\$

**Part 9      COMPLETE AND RETURN THIS PART**

*Insert others as required*

**5.8.5 Schedule or Rates for Plant Hire**

Tenderers shall list the hourly rates for the hire of all types of constructional equipment used on the site for clearing, earthworks, excavation, compaction, laying of pipes, construction of manholes, grading of surfaces and watering.

The rates shall include allowance for an experienced operator, fuel consumable stores, maintenance, overheads, GST and profit and are for the plant specified or equivalent, based on the Contractors standard working week.

Item	Rate Per Hour (ex GST)	GST Component	Rate Per Hour (inc GST)
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$

Working week for these rates is \_\_\_\_\_ to \_\_\_\_\_ for  
\_\_\_\_\_ hours per day.

# **APPENDIX A**

## **General Conditions of Contract – RFT 2025-07**

# GENERAL CONDITIONS OF CONTRACT

**RFT 02/2025**

## **Housing - Design and Construction of One (1) 3x2 Dwelling**

Shire of Narembeen of 1 Longhurst Street, Narembeen WA 6369 [insert ABN]

and

[insert Contractor] of [insert address] [insert ABN] (Contractor)

(together, the **Parties**)

### **Date of Contract:**

*[Guidance note: this Document may be executed by the Parties to form the Contract or may be attached to a RFT or RFQ document as conditions that are deemed to have been accepted by the supplier, and incorporated within the Contract, if the supplier submits a tender or quote. You should seek advice if you are unsure of how to use this Document]*

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DATE: [Insert date of execution by last Party to execute]

PARTIES:

## BACKGROUND

- (a) The Principal has engaged the Contractor to provide the Goods and/or Services.
- (b) This Document sets out the terms and conditions upon which the Contractor shall provide the Goods and/or Services to the Principal.

## OPERATIVE PART

### PART A – DEFINITIONS AND INTERPRETATION

#### 1 DEFINITIONS

In this Document, except where the context indicates otherwise:

**Acceptance** means acceptance of the Goods and/or Services which occurs on the earlier of:

- (a) the Principal notifying the Contractor in writing that the Goods and/or Services are accepted; or
- (b) the expiry of the day 14 days after delivery of the Goods to the Delivery Point or completion of the Services where the Principal has not, during that 14 day period, notified the Contractor in writing that the Goods and/or Services, as the case may be, are rejected.

**Affected Obligation** has the meaning given in clause 35.1(a).

**Approval** means any certificate, licence, consent, permit, approval, authority or requirement necessary for the provision of the Goods and/or Services.

**Assessment Notice** means an assessment notice under section 12 of the Working With Children Act.

**Authority** means any government or governmental, administrative, monetary, fiscal or judicial body, department, commission, authority, tribunal, agency, Minister or entity in Western Australia or the Commonwealth of Australia.

**Background Intellectual Property Rights** means any Intellectual Property Rights owned by a Party prior to the commencement of the Contract or which did not come into existence by reason of the Contract, and which a Party is entitled to exercise and sub-license, which are embodied in, attached to or otherwise relate to the Contract.

**Business Days** means a day that is not a Saturday, Sunday, a public holiday in Western Australia, or 27, 28, 29, 30 or 31 December.

**Child-Related Work** has the meaning given in section 6 of the Working With Children Act.

**Child-Related Site** means a location at which Goods are to be delivered and/or Services are to be performed where children are likely to be present.

**Completion Date** means the date for delivery of the Goods and/or the date for the completion of the Services, as the case may be, specified in an Order or agreed by the Parties in writing. To avoid doubt, there may be multiple Completion Dates where the Contract applies to multiple Orders of Goods and/or Services.

**Confidential Information** means:

- (a) the Contract;
- (b) information relating to the Principal's past, existing or future business, strategic plans or operations, finances, or customers;

- (c) any other information provided by a Disclosing Party to the Receiving Party which is identified by the Disclosing Party as confidential;
- (d) any report, opinion or advice prepared by the Contractor which the Principal advises is to be prepared on a confidential basis; and
- (e) any copies, extracts or summaries of the information described in paragraphs (a) to (d) (inclusive) above,

but excluding information which has entered the public domain other than through a breach of a confidentiality obligation owed to the Disclosing Party by the Receiving Party or by any other person.

**Conflict of Interest** means an interest, whether personal, financial or otherwise, which conflicts or may reasonably be perceived as conflicting with the ability of the Contractor to perform its obligations under the Contract fairly and objectively.

**Consequential Loss** means any:

- (a) loss of production, revenue, profit, business reputation, opportunities or anticipated savings; and
- (b) loss arising from wasted overheads or business interruptions.

**Contract** means the agreement between the Parties regarding the supply of the Goods and/or Services containing the terms and conditions set out in this Document.

**Contract Price** means the prices or rates specified in an Order as the amount to be paid by the Principal for the provision of the Goods and/or Services the subject of that Order or otherwise set out in the Contract. To avoid doubt, there may be multiple Contract Prices where the Contract applies to multiple Orders of Goods and/or Services.

**Contractor** means the party who is engaged by the other party to provide the Goods and/or Services under the Contract and whose details may be set out on the front page of this Document.

**Contractor's Vehicles and Equipment** has the meaning given in clause 34.4.

**Cyber Incident** means action taken through the use of computer networks that result in an actual or potentially adverse effect on the Contractor's information system and/or Principal Data residing on that system.

**Defective** means defective, of an inferior quality or inconsistent with the requirements of the Contract.

**Defects Liability Period** means the period of 12 months beginning on the Completion Date.

**Delivery Point** means the place for the delivery of Goods specified in the Order or agreed in writing by the Parties or directed by the Principal to the Contractor in writing.

**Disbursement** means reasonable out-of-pocket costs and expenses incurred by a Contractor in providing the Services which are:

- (a) charged to the Principal at cost; and
- (b) incidental to the provision of the Services.

**Dispute** means any dispute or difference between the Parties in connection with the Contract.

**Dispute Notice** has the meaning given in clause 36.1.

**Document** means this document called 'Goods and/or Services Contract Conditions'.

**Extension Request** has the meaning given in clause 13.4.

**Force Majeure Event** means an event or cause beyond the reasonable control of the Party claiming force majeure comprising any of the following:

- (a) act of God, lightning, storm, flood, fire, earthquake, explosion, cyclone or wind and wave conditions associated with a cyclone, tidal wave, landslide or adverse weather conditions;

- (b) strike, lockout or other labour difficulty;
- (c) act of public enemy, war, sabotage, blockade, revolution, riot, insurrection, civil commotion, epidemic or terrorism; or
- (d) a change in any Law or any authority exercised by an Authority or official by Law.

**Force Majeure Event Termination Period** means 120 consecutive days.

**Goods** means the goods specified in an Order or otherwise specified in the Contract.

**GST** means goods and services tax applicable to any taxable supplies as determined under the GST Law.

**GST Law** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any related Act imposing such tax.

**Insolvency Event** means:

- (a) in relation to a corporation, where that corporation:
  - (i) goes into liquidation, except for the purpose of reconstruction or amalgamation of which the affected Party has given the other Party 5 Business Days' prior written notice of such reconstruction or amalgamation;
  - (ii) is otherwise dissolved;
  - (iii) has had appointed to it a receiver or receiver/manager of the whole or any part of the assets and undertaking of the Party;
  - (iv) enters into any composition or scheme of arrangement with its creditors;
  - (v) has had appointed to it an inspector or like official to examine the affairs of the Party or the Party enters into voluntary or other external administration; or
  - (vi) is otherwise unable to pay all its debts as and when they fall due; and
- (b) in relation to a natural person, where that natural person:
  - (i) commits an act of bankruptcy;
  - (ii) becomes subject to an order for the sequestration in bankruptcy of the estate of the Party;
  - (iii) assigns its estate or enters into a scheme of arrangement or composition for the benefit of its creditors; or
  - (iv) is otherwise unable to pay all its debts as and when they fall due.

**Insurances** means the insurances which the Contractor is required to obtain under clause 34.

**Intellectual Property Right** means all intellectual and industrial property rights and interests throughout the world, whether registered or unregistered, including trademarks, designs, patents, inventions, semi-conductor, circuit and other eligible layouts, copyright (including future copyright), database rights and analogous rights, trade secrets, know how, processes, concepts, plant breeder's rights, confidential information and all other intellectual property rights as defined in Article 2 of the Convention establishing the World Intellectual Property Organisation on 14 July 1967 as amended from time to time including any application or right to apply for any of these rights.

**Invoice** means a valid tax invoice under the GST Law.

**Law** means statute, equity, the common law and the legally enforceable requirements of Authorities, including any regulation or law of the Principal.

**Legal Requirement** means a requirement under any Law or Approval including a requirement to pay any fees and charges in connection with any Law or Approval.

**Letter of Award** means an Order or Long-Term Award issued by the Principal to the Contractor accepting the Request Response.

**Long-Term Award** means the acceptance of a Request Response relating to the provision of goods and/or services in the future where the nature of the goods and/or services to be provided are not stated or known at the time of formation of the Contract and will be the subject of future Orders.

**Loss** means any liability, loss, damage, cost (including litigation costs on a full indemnity basis), claim, suit, charge, diminution in value, action, demand, expense or proceeding whether present or future, actual, contingent or prospective and whether known or unknown, and howsoever arising.

**Order** means a purchase order or other written direction from the Principal to the Contractor which requires the supply of specified Goods and/or Services.

**Original Product** has the meaning given in clause 3.3.

**OSH Laws** means all workplace, health and safety related Law, codes of practice, other compliance codes, directions on safety or notices issued by any relevant Authority and standards, where any part of the Contractor's obligations under the Contract are being performed. This includes the *Occupational Health and Safety Act 1984* (WA), in addition to any other relevant legislation or regulations.

**Parties** means the Principal and the Contractor.

**Personnel** means the personnel engaged by the Principal, the Contractor or a related body corporate of the Contractor, including directors, officers, employees and agents, contractors and Sub-contractors and any director, officer, employee or agent of any contractor or Sub-contractor, but when used in the context of the Principal's Personnel, does not include the Contractor or the Contractor's Personnel.

**Plant and Equipment** means all materials, plant, equipment, tools, vehicles and machinery necessary for the performance of the Contractor's obligations under the Contract.

**Principal** means the party engaging the other Party to provide Goods and/or Services under the Contract and whose details may be set out on the front page of this Document.

**Principal Data** means information and materials of the Principal in respect of which the Contractor has custody or control for the purpose of providing the Goods and/or Services or which are accessed, transmitted or stored using the Contractor's information systems or equipment under the Contract.

**Principal Request** means the written request provided by the Principal to the Contractor to submit an offer and price to provide the Goods and/or Services.

**Principal's Documents** means any documents, including drafts or working versions, whether in hard copy or electronic format, in the possession of, or otherwise under the control of, the Principal.

**Principal's Premises** means any property under the control, care and management of the Principal.

**Request Response** means the offer submitted by the Contractor to supply the Goods and/or Services made in response to a Principal Request.

**Sale of Goods Act** means the *Sale of Goods Act 1895* (WA).

**Services** means the services identified in the Order or otherwise specified in the Contract, and services that are ancillary to such services.

**Specification** means a specification or scope of works for the Goods and/or Services:

- (a) provided by the Principal to the Contractor before the Contractor provided its Request Response; or
- (b) developed after the Contractor provided its Request Response or after the Contract came into effect, and agreed to by the Parties.

**Specified Personnel** means Personnel of the Contractor proposed in a Request Response to perform functions in relation to the provision of the Goods and/or Services.

**Standards and Procedures** means any guidelines, rules, requirements or information regarding site-specific conditions or the Principal's operations made available to the Contractor by the Principal from time to time.

**Start Date** means the date specified as such in the Principal Request or, where no such date is specified in the Principal Request, means the date that the Parties agree in writing that the Contractor must commence the Services.

**Sub-contractor** means any person or entity engaged by the Contractor in connection with the provision of the Goods and/or Services and includes consultants, subcontractors, suppliers and other contractors, but does not include the Contractor's employees.

**Substitute Product** has the meaning given in clause 3.3.

**Sustainability Objectives** has the meaning given in clause 24.1.

**Transition Plan** means a written plan to facilitate the transition of the supply of the Goods and/or Services from the Contractor to another supplier or from another supplier to the Contractor.

**Wilful Misconduct** means any wrongful act or omission that was intentionally done or involved reckless disregard to the likely consequences, including an intentional breach of the Contract.

**Working With Children Act** means the *Working With Children (Criminal Record Checking) Act 2004* (WA).

## 2 INTERPRETATION

In this Document, unless the context suggests otherwise:

- (a) a reference to the Contract means the Contract as varied from time to time;
- (b) a reference to 'including' must be read as if it is followed by '(without limitation)';
- (c) where a word or an expression is defined, any other part of speech or grammatical form of that word or expression has a corresponding meaning;
- (d) words in the singular include the plural and vice-versa;
- (e) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under, that legislation or legislative provision;
- (f) a reference to any Party includes that Party's executors, administrators, substitutes, successors and permitted assigns;
- (g) a reference to a clause is a reference to a clause of this Document;
- (h) a reference to a 'day' or 'month' is a reference to a calendar day or calendar month;
- (i) headings are for convenience only and do not affect interpretation of this Document; and
- (j) no rule of construction applies to the disadvantage of a Party on the basis that the Party put forward the Contract or any part of it.

## PART B – PROVISIONS APPLICABLE TO THE SUPPLY OF GOODS ONLY

### 3 QUALITY OF GOODS, SOURCES OF SUPPLY AND SUBSTITUTION

- 3.1 The Contractor must ensure that all Goods:

- (a) comply with the requirements of the relevant Order and conform to any samples provided;
- (b) are in accordance with relevant Australian Standards or, where no Australian Standard exists, any relevant ISO Standard;
- (c) are properly, safely and securely packaged and labelled for identification; and
- (d) are of merchantable quality and fit for their intended purpose.

3.2 The Contractor must ensure that the Principal has the full benefit of any manufacturer's warranties applicable to the Goods.

3.3 With the Principal's consent and subject to any necessary variation to the Contract Price, the Contractor may permanently or temporarily substitute another product (**Substitute Product**) for any aspect of the Goods to be provided under the Contract (**Original Product**). To avoid doubt, the supply of the Substitute Product shall satisfy the Contractor's obligations to supply the Original Product.

## 4 QUANTITIES OF GOODS

4.1 The Contractor must supply to the Principal the Goods in the quantity specified in the relevant Order.

4.2 If the Contractor delivers more Goods than the quantity specified in the relevant Order, the Contractor must, upon the Principal's direction, collect the excess Goods from the Principal at the Contractor's risk and expense, unless the Principal elects, in its discretion, to return the excess Goods to the Contractor, which is done at the Contractor's sole risk and expense.

## 5 DELIVERY OBLIGATIONS AND DELIVERY POINT

The Contractor must deliver the Goods to the Delivery Point and in doing so must:

- (a) not interfere with the Principal's activities;
- (b) leave the Delivery Point secure and fit for immediate use;
- (c) obtain the signature of a member of the Principal's Personnel who receives delivery of the Goods; and
- (d) where it is not possible to satisfy clause 5(c), leave the Goods where requested by the Principal.

## 6 PROPERTY AND RISK IN THE GOODS

6.1 Subject to this Document, the Parties agree that:

- (a) risk in the Goods shall pass from the Contractor to the Principal on Acceptance; and
- (b) upon payment for the Goods, property in the Goods shall pass to the Principal.

6.2 The Contractor warrants that it has complete ownership of the Goods free of any liens, charges and encumbrances.

## 7 SALE OF GOODS ACT

The Principal and Contractor acknowledge and agree that:

- (a) the Sale of Goods Act applies to the Contract; and
- (b) to the extent that there is any inconsistency between the Sale of Goods Act and the Contract, and to the extent permitted by Law, the Contract applies rather than the Sale of Goods Act.

## **PART C – PROVISIONS APPLICABLE TO THE PROVISION OF SERVICES ONLY**

### **8       QUALITY OF SERVICES**

8.1   The Contractor must ensure that the Services provided by the Contractor:

- (a)    match the description of the Services set out in the Order or otherwise in the Contract;
- (b)    are fit for their intended purpose;
- (c)    where they relate to design, the works or goods being designed are fit for their intended purpose;
- (d)    are performed with the professional skill, care and diligence expected of a person with the skills, experience, expertise and resources necessary to competently provide the Services; and
- (e)    are provided in accordance with any Specification.

8.2   The Contractor warrants, and agrees to ensure, that its Personnel engaged to perform the Services have the necessary skills, experience, expertise, licences, training, qualifications, approvals and resources available to it to competently and lawfully perform the Services.

8.3   The Contractor must regularly consult with the Principal about the progress of the Services and attend meetings where reasonably requested by the Principal.

### **9       QUANTITY AND VALUE OF SERVICES**

The Principal shall only be required to take or accept, and pay for, the quantity of the Services set out in the relevant Order, any Specification, or otherwise in the Contract, unless otherwise agreed by the Parties.

## **PART D – PROVISIONS APPLICABLE TO THE PROVISION OF GOODS AND/OR SERVICES**

### **10      SUPPLY OF GOODS AND/OR SERVICES**

10.1   The Contractor must:

- (a)    at its expense, obtain any Approvals necessary for the provision of the Goods and/or Services;
- (b)    at its expense, comply with all reasonable directions of the Principal regarding the provision of the Goods and/or Services, including regarding the transition of the provision of the Goods and/or Services from an alternative supplier to the Contractor;
- (c)    where the Principal provides the Contractor with written notice that an alternative supplier will, in the future, be supplying the Principal with the Goods and/or Services provided under the Contract, at its expense provide reasonably requested assistance to the Principal in transitioning the supply of the Goods and/or Services to the new supplier, including making arrangements for the assignment of relevant contracts with third parties;
- (d)    comply with any Transition Plan; and
- (e)    co-operate with any third party service provider appointed by the Principal where necessary to ensure the integrated and efficient conduct of the Principal's operations and provide reasonable assistance to such other service providers as requested by the Principal from time to time, provided that the Contractor will be

entitled, by prior written agreement with the Principal, to charge for costs incurred as a direct result of providing such co-operation and assistance.

- 10.2 The Principal must provide the Contractor with any information reasonably necessary for the Contractor to provide the Goods and/or Services.
- 10.3 If a Transition Plan is not developed prior to the Contract coming into effect between the Parties, the Principal may:
  - (a) make a written request to the Contractor to prepare a draft Transition Plan for the Principal's review within a reasonable period of time specified by the Principal and the Contractor must comply with that request; and
  - (b) accept or propose reasonable amendments to the draft Transition Plan prepared by the Contractor in accordance with clause 10.3(a) and provide a final version of the Transition Plan to the Contractor.

## 11 PLANT AND EQUIPMENT

The Contractor must:

- (a) provide all Plant and Equipment and labour necessary for the performance of the Contractor's obligations; and
- (b) ensure that Plant and Equipment and other items which the Contractor uses or supplies in connection with the Contract comply with Legal Requirements and are fit for their usual and intended purpose.

## 12 ORDERS UNDER A LONG-TERM AWARD

- 12.1 This clause applies where the Letter of Award is a Long-Term Award.
- 12.2 From time to time the Principal may give the Contractor an Order containing the following information:
  - (a) a description and/or specification of the Goods and/or Services required, including the required quantity;
  - (b) the Completion Date; and
  - (c) where the Order relates to Goods, the Delivery Point.
- 12.3 Within 5 Business Days of receipt of an Order the Contractor must give notice to the Principal of:
  - (a) any aspect of the Order which it does not accept and supporting reasons; and/or
  - (b) any recommended changes to the Order and supporting reasons,following which the Parties shall seek to agree on the terms of the Order and a revised Order shall be issued by the Principal to the Contractor.
- 12.4 If the Contractor does not give notice under clause 12.3, the Contractor must fulfil the Order.
- 12.5 To avoid doubt, the Principal is not obliged to issue Orders to, or otherwise purchase Goods and/or Services from, the Contractor.

## 13 TIME FOR PERFORMANCE AND EXTENSIONS OF TIME

- 13.1 The Contractor must commence the provision of the Services on the Start Date.

13.2 Subject to this clause 13, the Contractor shall deliver the Goods to the Delivery Point and/or perform the Services, as the case may be, by the Completion Date.

13.3 The Contractor is entitled to an extension to the Completion Date if a delay to the provision of the Goods and/or Services is due to:

- (a) a breach by the Principal of the Contract;
- (b) delay or disruption caused by the Principal, except where such delay or disruption is caused by the Principal acting in accordance with the Contract;
- (c) a Force Majeure Event occurring before the Completion Date;
- (d) suspension of the Contract under clause 37.3 where the suspension is the result of a breach by the Principal; or
- (e) a variation being agreed to the nature of the Goods and/or Services provided.

13.4 To obtain an extension, the Contractor must make a written request to the Principal within 10 Business Days after the cause of delay has arisen or within any other period agreed in writing by the Parties, which request must include the facts on which the request is based (**Extension Request**).

13.5 The Principal, acting reasonably, must notify the Contractor within 10 Business Days of receiving the Extension Request, or such other time agreed in writing by the Parties, whether an extension of time to the Completion Date is granted and any relevant period of extension, which must be reasonable in the circumstances giving rise to the Extension Request.

## **14 RECEIPT AND ACCEPTANCE OF GOODS AND/OR SERVICES**

14.1 The Parties agree that:

- (a) delivery and receipt of the Goods and/or Services shall not of itself constitute Acceptance of the Goods and/or Services by the Principal; and
- (b) Acceptance by the Principal is without prejudice to the Principal's rights in respect of the Defects Liability Period applicable to any Goods and/or Services.

14.2 If, following any review, inspection, examination or witnessing of the Goods and/or Services, the Principal is not satisfied that the Goods and/or Services are being, or have been, provided in compliance with the Contract, the Contractor must, after receiving a written request from the Principal, promptly take all steps necessary to ensure compliance.

## **15 REJECTION AND REMOVAL OF DEFECTIVE GOODS AND/OR DEFECTIVE SERVICES**

15.1 During the Defects Liability Period, the Principal may notify the Contractor in writing that any Goods and/or Services provided are Defective.

15.2 Where the Principal notifies the Contractor under clause 15.1, the Principal may direct the Contractor to replace, rectify or re-perform the Goods and/or Services, as the case may be, free of charge to the Principal and within a reasonable time specified by the Principal.

15.3 The Contractor must comply with a direction under clause 15.2 within the time period specified in the notice or otherwise agreed in writing by the Parties.

15.4 Where the Contractor does not, or advises the Principal that it cannot, comply with a direction in accordance with clause 15.3, the Principal may give the Contractor written notice of its intention to rectify, replace or have re-performed the Goods and/or Services by a third party, together with the estimated and itemised reasonable costs of the Principal in rectifying, replacing or having re-performed the Goods and/or Services.

15.5 Following receipt of a notice under clause 15.4 from the Principal, the Contractor has 5 Business Days to notify the Principal in writing as to whether the Contractor will replace, rectify or re-perform the Goods and/or Services and to reach agreement with the Principal regarding the timeframe for doing so, otherwise the Principal may rectify, replace or have re-performed the Goods and/or Services and recover its costs in doing so from the Contractor.

15.6 Where the Contractor has made good any Defective Goods and/or Services, those Goods and/or Services will be subject to the same Defects Liability Period as the original Goods and/or Services from the date the Contractor completes making good the Defective Goods and/or Services.

15.7 The Principal shall not be responsible for the care or custody of any Defective Goods after a period of 5 Business Days after the Contractor has been notified in writing by the Principal that they are Defective.

15.8 Without limiting clause 33, any cost or expense reasonably incurred by the Principal in connection with, or as a result of, the Defective Goods and/or Services shall be a debt due from the Contractor to the Principal.

15.9 To avoid doubt, nothing in this clause shall prejudice any other right of the Principal arising out of the failure by the Contractor to provide Goods and/or Services in accordance with the Contract.

## **16 FAILURE TO PROVIDE GOODS AND/OR SERVICES**

16.1 The Contractor must provide written notice to the Principal as soon as possible if the Contractor is unable to provide the Goods and/or Services and the period of time for which the Contractor will be so unable.

16.2 Where the Contractor provides written notice to the Principal under clause 16.1, the Principal may, acting reasonably, and without being liable in any way to the Contractor, obtain or acquire such goods and/or services as it requires from a third party until the Principal receives a further written notice from the Contractor that the Contractor is able to recommence the provision of Goods and/or Services.

## **17 INFORMATION**

The Contractor must keep the Principal fully informed about:

- (a) any matters that may adversely affect the Contractor's ability to provide the Goods and/or Services; and
- (b) delivery of the Goods and/or completion of the Services.

## **18 PRICE BASIS**

18.1 The Contract Price shall be firm and not subject to rise and fall.

18.2 To avoid doubt, the Principal's liability to the Contractor for the Contractor's costs in providing the Goods and/or Services is capped at the Contract Price, unless otherwise agreed in writing by the Parties.

## **19 FORMATION OF CONTRACT AND TERM**

19.1 Where this Document is executed by the Parties, the Contract shall be formed, and shall commence, on the date that the last Party executes this Document.

19.2 Where this Document is not executed by the Parties:

- (a) the Contract shall be formed, and shall commence, on the date of the Letter of Award; and
- (b) the Parties agree that the terms and conditions in this Document are incorporated within the Contract and the failure of either Party to execute this Document does not affect the incorporation of those terms and conditions within the Contract or the Contract's existence.

19.3 The Contract shall terminate 10 Business Days after Acceptance or upon expiry of the time period specified in the Letter of Award, whichever is the later, subject to clauses 19.4 and 19.5.

19.4 The Parties may agree in writing to extend the term for an agreed period of time.

19.5 The Contract may terminate before the expiry of the period of time in clause 19.3:

- (a) if the Parties agree in writing; or
- (b) otherwise in accordance with this Document.

19.6 The termination of the Contract does not affect:

- (a) any rights of the Parties accrued before the date of termination; and
- (b) the rights and obligations of the Parties which survive termination.

19.7 Clauses 1 (definitions), 2 (interpretation), 3.2 (manufacturer's warranties), 6.2 (warranty regarding property in goods), 8.2 (warranties regarding personnel), 10.1(c) and 10.1(d) (transition out), 14 (Acceptance and Defects Liability Period), 15 (Defective Goods and/or Services), 19.6 and 19.7 (term), 20 (Contractor to have informed itself), 30 (Confidentiality), 31 (Data security), 32 (Intellectual Property Rights), 33 (Liability and indemnity), 36 (Settlement of disputes), 38.2 to 38.4 (inclusive) (termination), 41 (Notices), 42.1 (relationship of Parties) and 42.7 (Governing law) shall survive termination of the Contract.

## **20 CONTRACTOR TO HAVE INFORMED ITSELF**

By providing the Request Response, the Contractor acknowledges that it has:

- (a) examined carefully, and has acquired actual knowledge of the contents of, its Request Response, this Document and any other information made available in writing by the Principal to the Contractor for the purposes of the Request Response and the Contract; and
- (b) satisfied itself as to the correctness and sufficiency of the Request Response and that the Contract Price covers the cost of complying with all of its obligations under the Contract and of all matters and things necessary for the proper performance and completion of the Contract.

## **21 CONFLICT OF INTEREST**

21.1 The Contractor warrants that, to the best of its knowledge, as at the date of providing the Request Response:

- (a) the Contractor has declared in its Request Response any Conflicts of Interest in the performance of its obligations under the Contract that it has, or is likely to have; and
- (b) the information contained in the Contractor's Request Response as to the existence of any Conflicts of Interest is correct and comprehensive.

21.2 If a Conflict of Interest or risk of Conflict of Interest arises, including because of work undertaken by the Contractor for a person other than the Principal, the Contractor must immediately give notice of the Conflict of Interest, or the risk of it, to the Principal.

## **22 LEGAL REQUIREMENTS, INDUSTRIAL AWARDS AND STANDARDS AND PROCEDURES**

22.1 The Contractor shall comply with all Legal Requirements, Standards and Procedures affecting or applicable to the Goods and/or Services and/or the performance of the Contract and ensure that its Personnel also comply with the same, at the Contractor's cost.

22.2 The Contractor shall:

- (a) comply with all industrial awards or agreements affecting or applicable to the persons engaged by the Contractor for the purposes of providing the Goods and/or Services;
- (b) ensure that the remuneration and terms of employment of all of its employed Personnel are consistent with the remuneration and terms of employment that reflect the industry standard as expressed in industrial awards and agreements and any code of practice that may apply to a particular industry;
- (c) to the extent practicable, use reasonable endeavours to ensure that its Sub-contractors satisfy the requirements of clauses 22.2(a) and 22.2(b) in relation to the Sub-contractors' own employees; and
- (d) ensure that it pays each of its Sub-contractors in accordance with the Contractor's agreement with that Sub-contractor, subject to the Contractor's acceptance of the goods and/or services provided by the Sub-contractor.

## **23 SAFETY OBLIGATIONS**

23.1 The Contractor must:

- (a) do all things reasonably necessary to ensure that the Goods and/or Services are provided in a manner that is safe and not likely to cause injury or illness to any person; and
- (b) perform all relevant functions and fulfil all relevant duties under all relevant OSH Laws required of an employer or otherwise applicable to the role of the Contractor under the Contract including notification of incidents as may be required under OSH Laws.

23.2 Where any injury, property damage, accident or incident which is notifiable under any Legal Requirement occurs, the Contractor must:

- (a) as soon as practicable, but in any event within 24 hours, notify the Principal of that injury, property damage, accident or incident; and
- (b) provide the Principal with any further information requested by the Principal.

23.3 The Contractor acknowledges that if, in performing its obligations under the Contract, its Personnel enter premises under the control of the Principal or the Principal's Personnel they must comply with the Principal's occupational health and safety policies and procedures and do so at the Contractor's own risk.

23.4 Without limiting clauses 37.3 to 37.5 (inclusive), any breach by the Contractor of OSH Laws or this clause which gives rise to circumstances which:

- (a) present actual or potential risk of life or serious injury; or

(b) are otherwise required to be notified under OSH Laws, entitles the Principal to suspend the whole or part of the performance of the Contractor's obligations.

## 24 SUSTAINABLE PROCUREMENT

24.1 The Contractor acknowledges that the Principal supports ethical and environmentally, socially and economically sustainable procurement practices, including the matters contemplated by clause 24.2 (**Sustainability Objectives**) and acknowledges that its support of the Sustainability Objectives assists the Member in meeting its own Sustainability Objectives.

24.2 The Contractor agrees to use reasonable endeavours to conduct its business and supply the Goods and/or Services in a manner which seeks to support the Sustainability Objectives, which endeavours may include:

- (a) preparing and implementing policies to seek to support the Sustainability Objectives, including providing training to its Personnel regarding such policies;
- (b) implementing practices which seek to reduce the environmental impact of the Contractor's activities, including:
  - (i) using recycled materials and products;
  - (ii) reducing emissions;
  - (iii) adopting greener energy solutions;
  - (iv) adopting environmentally sustainable design; and
  - (v) reducing wastage;
- (c) providing employment or training opportunities to individuals with a disability or experiencing disadvantage, and using the services of agencies or other businesses which provide employment or training opportunities to such individuals (such as WA Disability Enterprises and/or Aboriginal Enterprises);
- (d) sponsoring and supporting local community groups and local community development initiatives;
- (e) promoting fair workplace practices;
- (f) promoting workplace health;
- (g) using services and purchasing products from Western Australian and Australian suppliers and small and medium-sized businesses; and
- (h) using services and purchasing products that are efficient to operate and have low operating and maintenance costs.

24.3 The Contractor agrees to provide the Principal with any reasonably requested information relating to the measures adopted by the Contractor in pursuit of the Sustainability Objectives.

24.4 The Contractor agrees to undertake reasonable due diligence and monitoring of its supply chain on an ongoing basis to ensure that materials and services required for the supply of the Goods and/or Services to the Principal are supplied from sustainable sources.

## 25 CONTRACTOR'S PERSONNEL

25.1 The Contractor must, and must ensure its Personnel, when providing the Goods and/or Services:

- (a) comply with all reasonable directions given by the Principal or any person authorised by Law or the Standards and Procedures to give directions to the Contractor in relation to the Goods and/or Services;

- (b) do not cause any damage, loss or injury to any property or person; and
- (c) act, in all circumstances and at all times, in a fit and proper manner.

25.2 If the Contractor proposes to replace, or have another of its Personnel perform any functions of, any Specified Personnel, it must obtain the prior written approval of the Principal.

25.3 The Contractor must provide the Principal with an Australia-wide police clearance in respect of any of its Personnel within 30 Business Days of such a request being made in writing by the Principal to the Contractor.

25.4 If any police clearance obtained under clause 25.3 evidences that any of the Contractor's Personnel has committed a criminal offence punishable by imprisonment or detention, the Principal may, without prejudice to its other rights under the Contract, request the Contractor to promptly remove that person from involvement in the provision of the Goods and/or Services, and the Contractor must comply with such a request as soon as possible.

25.5 If the Goods and/or Services to be provided by the Contractor involve Child-Related Work or involve the delivery of the Goods and/or Services at a Child-Related Site:

- (a) the Contractor must provide to the Principal an Assessment Notice in respect of all Personnel involved in performing the Child-Related Work, or providing the Services or delivering Goods at the Child-Related Site, before they commence such work; and
- (b) the Principal may require the Contractor to immediately remove any of the Contractor's Personnel who do not have a current Assessment Notice and the Contractor must comply with such a request as soon as possible.

## **26 REPRESENTATIVES**

Each Party may appoint a Representative, and give them authority, to act on its behalf for the purpose of the Contract within delegation limits advised in writing to the other Party.

## **27 INVOICING AND PAYMENT**

27.1 Subject to the Contractor satisfactorily providing the Goods and/or Services, the Principal must pay the Contractor the Contract Price in accordance with this clause 27 and the Contractor's preferred payment methodology (if any) as notified in writing by the Contractor to the Principal.

27.2 As soon as reasonably practicable following the end of each month, or at another time or frequency agreed in writing by the Parties, the Contractor must provide to the Principal an Invoice for the provision of the Goods and/or Services or any delivered or completed part of the Goods and/or Services.

27.3 Subject to any right of the Principal to retain, withhold, reduce or set-off any amount due to the Contractor, the Principal must pay all Invoices issued in accordance with this clause within 20 Business Days of issue to the Principal or such other period as agreed in writing by the Parties, except where the Principal disputes the Invoice, in which case, to the extent permitted by any Legal Requirement, the Principal may withhold payment of the disputed part of the relevant Invoice pending resolution of the Dispute.

27.4 The Contractor is not entitled to payment for any Disbursements not included in the Contract Price unless prior written notice of the Disbursement was provided to the Principal and the Principal approved the Disbursement in writing. To avoid doubt, the Principal must not unreasonably withhold its consent to any reasonable Disbursements.

27.5 A payment made pursuant to the Contract is taken to be payment on account and is not proof or admission of the value of the Goods and/or Services provided or that the Goods delivered and/or the Services performed, or any part thereof, were to the Principal's satisfaction.

27.6 The Parties agree that failure by the Principal to pay the amount payable at the due time will not be grounds for the Contractor to terminate, invalidate or avoid the Contract.

## **28 GOODS AND SERVICES TAX**

28.1 Words capitalised in this clause 28 and not otherwise defined have the meaning given in the GST Law.

28.2 Where an amount of Consideration is payable for a Taxable Supply made under the Contract (whether that amount is specified or can be calculated in accordance with the Contract), it does not include GST and must be increased by the GST Rate.

28.3 The Party making a Taxable Supply under the Contract must issue a Tax Invoice or Adjustment Note to the Recipient in accordance with the GST Law.

28.4 If any Party has a right to be reimbursed or indemnified for any cost or expense incurred under the Contract, that right does not include the right to be reimbursed or indemnified for that component of a cost or expense for which the indemnified Party can claim an Input Tax Credit.

## **29 ACCESS TO PRINCIPAL'S PREMISES AND PRINCIPAL'S DOCUMENTS**

29.1 The Principal agrees to provide the Contractor with access to the Principal's Premises and Principal's Documents as reasonably required to provide the Goods and/or Services.

29.2 The Contractor must only use the Principal's Documents for the sole purpose of providing the Goods and/or Services and must take reasonable security measures to protect the Principal's Documents from unauthorised disclosure or use.

29.3 The Contractor acknowledges and agrees that:

- (a) the Principal may need to obtain the consent of third parties to the disclosure of Principal's Documents to the Contractor;
- (b) the Principal may, acting reasonably, suspend or deny the Contractor's access to the Principal's Premises or Principal's Documents at any time; and
- (c) where the Principal has suspended or denied the Contractor's access to the Principal's Premises or the Principal's Documents, the Contractor shall only be able to gain or regain access upon written notice from the Principal.

## **30 CONFIDENTIALITY**

30.1 In this clause 30 the following terms have the following meanings:

- (a) '**Disclosing Party**' means the Party which has disclosed Confidential Information that is confidential to that Party; and
- (b) '**Receiving Party**' means the Party to whom Confidential Information is disclosed by the Disclosing Party.

30.2 Subject to clause 30.3, the Parties must not:

- (a) disclose Confidential Information to any other person; or
- (b) use Confidential Information except to the extent necessary to fulfil their obligations under the Contract.

30.3 Subject to clause 30.4, a Party may disclose Confidential Information to a third party:

- (a) with the prior consent of the Disclosing Party;
- (b) to the extent required by any Law or applicable securities regulation or rule;
- (c) in connection with any dispute or litigation concerning the Contract or its subject matter;
- (d) to the extent required by any Authority having jurisdiction over the Receiving Party; or
- (e) who is an employee, officer, financier, joint venture partner, related body corporate, contractor, financial adviser, legal adviser or insurer of the Receiving Party, where the disclosure is necessary for the purpose of the Receiving Party performing its obligations, or enforcing its rights, under the Contract.

30.4 Before making a disclosure to a person under clause 30.3, the Receiving Party must:

- (a) inform the entity or person to whom the Confidential Information is being disclosed of the Receiving Party's obligations under the Contract, except where clause 30.3(b) applies;
- (b) notify the Disclosing Party and give the Disclosing Party a reasonable opportunity to take any steps that the Disclosing Party considers necessary to protect the confidentiality of that information; and
- (c) where clause 30.3(e) applies, but with the exception of employees or officers of the Receiving Party, procure that the person or entity executes a deed in favour of the Disclosing Party in a form acceptable to the Disclosing Party, acting reasonably, imposing on the person or entity an undertaking of confidentiality having substantially similar effect as the Contract.

## **31 DATA SECURITY**

31.1 The Contractor must:

- (a) do all things that a reasonable and prudent person or entity would do to ensure that all Principal Data is protected at all times from unauthorised access or use by a third party and from misuse, damage or destruction by any person;
- (b) provide protective measures for the Principal Data that are no less vigorous than accepted industry standards and commensurate with the consequences and probability of unauthorised access to, or use, misuse or loss of, the Principal Data; and
- (c) either return to the Principal or destroy any Principal Data immediately following the termination of the Contract.

31.2 If requested by the Principal, acting reasonably, the Contractor must take out and maintain insurance, to the Principal's reasonable satisfaction, to protect against the risks of a Cyber Incident. Clause 34 shall apply to this insurance with any necessary modifications.

## **32 INTELLECTUAL PROPERTY RIGHTS**

32.1 The Contractor warrants that any supply by it of the Goods and/or Services and any designs, documents or methods of working provided by it to the Principal in doing so does not infringe any Intellectual Property Right.

32.2 The Contractor shall indemnify the Principal against any Loss resulting from any alleged or actual infringement of any Intellectual Property Right arising from or in connection with the supply of the Goods and/or Services or from any designs, documents or methods of working provided by it to the Principal.

32.3 Ownership of a Party's Background Intellectual Property Rights vests in and shall remain vested in that Party.

32.4 The Contractor grants to the Principal a royalty-free, perpetual, irrevocable, express, non-exclusive, world-wide licence to use, exercise and sub-license the Contractor's Background Intellectual Property Rights only for the intended purpose of the Contract.

32.5 The Principal grants the Contractor a revocable, royalty-free and non-transferable licence to use any Principal's Background Intellectual Property Rights to the extent necessary for the Contractor to supply the Goods and/or Services.

32.6 All Intellectual Property Rights (other than the Contractor's Background Intellectual Property Rights) in the designs, documents, materials, equipment or methods of working provided by the Contractor under the Contract will vest in the Principal. The Contractor must do everything necessary to perfect such vesting at the Contractor's cost or as otherwise agreed by the Parties.

32.7 The Contractor must ensure that:

- (a) copyright and any other ownership interests or rights in the designs, documents, materials, equipment or methods of working provided by the Contractor under the Contract do not vest in any Sub-contractor of the Contractor or any other third party; and
- (b) no third party is in a position to successfully assert any moral rights or other proprietary interests in relation to the Goods and/or Services or the Contract contrary to the interests of the Principal.

32.8 A Party must not:

- (i) grant any third party access to the other Party's Intellectual Property Rights without that other Party's prior written consent, which may be given in that other Party's discretion; or
- (j) do or allow to be done, or fail to do, any act that may infringe the other Party's Intellectual Property Rights.

32.9 All payments and royalties payable in respect of any Intellectual Property Rights required in respect of performance of the Contract shall be included in the Contract Price and shall be paid by the Contractor to the person, persons, or body to whom they may be due or payable.

### **33 LIABILITY AND INDEMNITY**

33.1 Subject to the other provisions of this clause 33, the Contractor shall indemnify and keep indemnified the Principal and the Principal's Personnel from and against all Loss suffered by the Principal or its Personnel arising directly or indirectly from:

- (a) any breach of the Contract by the Contractor;
- (b) any Wilful Misconduct, or a negligent act or omission, by the Contractor or its Personnel;
- (c) any loss or damage to the Principal's premises or property caused by the acts or omissions of the Contractor or its Personnel;
- (d) any claim made by a third party against the Principal or its Personnel, to the extent that the claim arose out of any act or omission of the Contractor or its Personnel; and
- (e) any act or omission of the Contractor or its Personnel that causes the Contractor to breach any Legal Requirement,

except to the extent that the Loss is caused by the Wilful Misconduct or a negligent act or omission of the Principal or its Personnel.

#### ***Consequential Loss***

33.2 Notwithstanding any other clause of the Contract, neither Party will be liable to the other Party for any Consequential Loss unless:

- (a) the Law requires otherwise;
- (b) the Parties agree in writing that a Party will be liable for that Consequential Loss; or
- (c) the Consequential Loss is specified in or otherwise covered by an Insurance.

#### ***Civil Liability Act***

33.3 Each Party agrees that Part 1F of the Civil Liability Act 2002 (WA), to the extent that the same may be lawfully excluded, is excluded from operation with respect to any Dispute, claim or action brought by one Party against the other Party arising out of or in connection with the Contract and any of the Contractor's Sub-contractors or such Sub-contractors' personnel.

### **34 INSURANCE AND RISK MANAGEMENT**

34.1 The Contractor must:

- (a) procure and maintain the Insurances with the minimum level of cover set out in this Document, or otherwise specified by the Principal in the Principal Request, from insurers having a financial performance rating of at least A- by Standard and Poor's (Australia) Pty Limited, or an equivalent rating from another internationally recognised rating agency, approved by the Principal, which either:
  - (i) carries on business in Australia and is authorised by the Australian Prudential Regulation Authority; or
  - (ii) if an overseas insurer, covers claims lodged and determined in the jurisdiction of Australia, with any limitations regarding this requirement to have been notified to, and approved, by the Principal;
- (b) ensure that its Sub-contractors have appropriate and reasonable insurance (including as to amounts of insurance and type of insurance) for the work or services they may conduct or provide under a sub-contract relating to the provision of the Goods and/or Services to the Principal;
- (c) upon the Principal's written request, provide to the Principal copies of current and updated certificates of insurance for all Insurances, including those of a Sub-contractor;
- (d) inform the Principal in writing immediately if it becomes aware of any actual, threatened or likely claims in connection with the Contract under any of the Insurances, except claims which the Principal may have against the Contractor;
- (e) disclose to the Principal in writing any limitations under an Insurance or other factors relevant to any Insurance which may adversely impact on the provision of the Goods and/or Services by the Contractor or a claim in connection with the Contract;
- (f) pay all premiums and deductibles applicable to any of the Insurances when due;
- (g) promptly reinstate any Insurance required if it lapses or cover is exhausted;
- (h) give the Principal at least 20 Business Days' prior written notice of any cancellation or non-renewal of, or a material alteration to, any of the Insurances; and

- (i) not do any act or omission that would be grounds for an insurer to refuse to pay a claim made under any of the Insurances.

34.2 To the extent possible, at the times of placement or renewal of any Insurances, each Insurance must:

- (a) state that it is governed by the laws of the Commonwealth of Australia and that courts of Australia shall have exclusive jurisdiction to deal with any dispute under the policy; and
- (b) where the Principal is entitled to cover under the Insurance:
  - (i) provide that the Insurance is primary with respect to the interests of the Principal and any other insurance maintained by the Principal is excess to and not contributory with the Insurance;
  - (ii) provide that a notice of claim given to the insurer by an insured under the Insurance must be accepted by the insurer as a notice of claim given by the Principal;
  - (iii) except for compulsory workers' compensation insurance, compulsory third party motor liability insurance and professional indemnity insurance, include a cross-liability provision extending the policy to operate in the same manner as if there was a separate policy of insurance covering each party insured (without increasing the deductibles or reducing the overall limit of indemnity);
  - (iv) provide that, where the Principal is not a named insured, the insurer must waive rights of subrogation against the Principal; and
  - (v) provide that any breach of the conditions of that Insurance by an insured other than a Principal must not in any way prejudice or diminish any rights which the Principal has under that Insurance.

34.3 The Contractor must procure and maintain public liability insurance and product liability insurance which:

- (a) is for an amount not less than \$10 million, or such other amount as specified in the Principal Request, in respect of any one claim, is unlimited in the amount of occurrences and not less than the amount set out in the Principal Request (if any is so specified) in the aggregate during any one 12 month period of insurance;
- (b) covers the liability of the Contractor, its Personnel and the Principal in respect of:
  - (i) loss of, damage to, or loss of use of, any real or personal property; and
  - (ii) the bodily injury of, disease or illness (including mental illness) to, or death of, any person (other than liability which is required by any Legal Requirement to be insured under a workers' compensation policy),

arising out of or in connection with the Contractor's performance of the Contract; and

- (c) covers the use of unregistered motor vehicles or unregistered mobile plant and equipment used in connection with the Contract and sudden and accidental pollution.

34.4 Where the Contractor shall be using its own vehicles, plant and equipment in providing the Goods and/or Services, the Contractor must procure and maintain reasonable vehicle and equipment insurance for such vehicles, plant and equipment (**Contractor's Vehicles and Equipment**) (in addition to any compulsory third party motor vehicle insurance), which must:

- (a) cover all loss and/or damage to the Contractor's Vehicles and Equipment;
- (b) cover third party personal injury or death (to the extent not covered by any public and product liability insurance taken out by the Contractor and any compulsory third

party motor vehicle insurance) and third party property damage liability involving the Contractor's Vehicles and Equipment;

- (c) be unlimited in the number of occurrences; and
- (d) to the extent available from the insurance market from time to time, contain a principal's indemnity extension in favour of the Principal.

34.5 Unless otherwise agreed in writing by the Principal, the Contractor must procure and maintain workers' compensation insurance as follows:

- (a) the Contractor must insure against liability for death of or injury to persons employed by or deemed by a Legal Requirement to be employed by the Contractor including liability under statute and at common law with a level of cover not less than \$50 million, or such amount as is specified in a Principal Request, in respect of any one event; or
- (b) where the Contractor is a sole trader and has no workers' compensation policy in place, the Contractor must insure against the loss of income and illness by the purchase of an income protection or salary continuance policy.

34.6 Where specified in a Principal Request or otherwise reasonably requested by the Principal, the Contractor must procure and maintain professional indemnity insurance, which must:

- (a) be for not less than \$5 million, or such other amount as is specified in the Principal Request, or otherwise reasonably requested by the Principal in respect of any one claim;
- (b) be for an amount not less than the amount specified in the Principal Request in the aggregate for all claims arising in any one 12 month period of insurance (if an amount is so specified);
- (c) include one full automatic reinstatement of the limit of liability;
- (d) cover liability arising from any act or omission in connection with or arising out of the Contractor's professional activities and duties under the Contract; and
- (e) cover claims under the *Competition and Consumer Act 2010* (Cth), the *Fair Trading Act 2010* (WA) and any similar legislation in any other state or territory, insofar as they relate to the provision of professional advice.

34.7 Notwithstanding any other provision of this clause 34, if agreed in writing by the Principal, the Contractor may self-insure in respect of any or all of the Insurances provided that:

- (a) it is lawful for the Contractor to do so;
- (b) the Contractor identifies in writing to the Principal which of the risks required to be insured are being self-insured; and
- (c) if required by the Principal from time to time, the Contractor will provide to the Principal a copy of the Contractor's latest annual report and accounts and/or demonstrate to the Principal's reasonable satisfaction that the Contractor maintains sufficient financial reserves to discharge any liability accruing in respect of such insurance risks.

34.8 The Parties acknowledge and agree that:

- (a) the effecting and maintaining of the Insurances by the Contractor does not, in any way, affect or limit the liabilities or obligations of the Contractor under the Contract;
- (b) the Insurances are primary, and not secondary, to the indemnities referred to in this Document and the Principal is not obliged to make a claim or institute proceedings against any insurer under the Insurance before enforcing any of its rights or remedies under such indemnities;

- (c) whenever a claim is made under any of the Insurances, the Contractor is liable for any excess or deductible payable as a consequence;
- (d) the Contractor must not do or omit to do any act that would be grounds for an insurer to refuse to pay a claim made under any of the Insurances;
- (e) nothing in this clause 34 fixes the Principal with notice of the contents of any Insurance policy and must not be raised as a defence to any claim by the Principal against the Contractor; and
- (f) where relevant, the Contractor must provide reasonably requested assistance to the Principal in the preparation and negotiation of insurance claims.

34.9 The Contractor at the discretion of the Principal may be required to provide the Principal with a risk management plan relating to the Contract in accordance with AS/NZS 4360-2009 Risk Management.

## 35 FORCE MAJEURE EVENT

35.1 A Party must:

- (a) immediately give notice to the other Party of any Force Majeure Event that precludes that Party from partially or wholly complying with any of its obligations under the Contract (**Affected Obligations**); and
- (b) if it gives such a notice, either:
  - (i) to the extent practicable, specify in the notice the length of delay that will result from the Force Majeure Event; or
  - (ii) where it is impracticable to specify the length of delay at the time the notice is delivered, provide the other Party with periodic supplementary notices during the period over which the Force Majeure Event continues.

35.2 The Party's obligation to perform the Affected Obligations is suspended for the duration of the actual delay arising out of the Force Majeure Event.

35.3 The Party whose performance is affected by the Force Majeure Event must use its reasonable endeavours to remove or relieve the Force Majeure Event and to minimise the delay so caused.

35.4 If a Force Majeure Event continues to affect the provision of the Goods and/or Services for the duration of the Force Majeure Event Termination Period, the Principal may terminate the Contract by serving written notice on the Contractor.

## 36 SETTLEMENT OF DISPUTES

36.1 In the event of a Dispute, a Party may provide a written notice to the other Party identifying the nature of the Dispute and containing enough information to enable the other Party to reasonably understand the facts relevant to the Dispute (**Dispute Notice**).

36.2 Within 15 Business Days of receipt of the Dispute Notice, the Parties shall meet to seek to negotiate, in good faith, a resolution to the Dispute.

36.3 In the event that the Dispute remains unresolved after the time period referred to in clause 36.2, either Party may, at any time after giving notice to the other Party of its intention to do so, refer the Dispute for mediation in accordance with clause 36.4.

36.4 A mediation under this clause 36 shall:

- (a) be conducted by a single mediator to be appointed, in the absence of agreement by the Parties within 5 Business Days after the giving of a notice of intention under

clause 36.3, by the Chairperson (or his or her nominee) for the time being of the dispute resolution organisation known as the Resolution Institute;

- (b) be conducted according to the rules proposed by the appointed mediator; and
- (c) be conducted during a period of 10 Business Days (or such longer period as the Parties may agree in writing) from the acceptance by the mediator of his or her appointment.

36.5 The Parties shall each pay their own costs of the mediation and will each pay half of the mediator's fees and costs.

36.6 If the Parties are unable to resolve the Dispute within the mediation period stipulated in, or agreed under, clause 36.4(c), either Party may take whatever other action is available to it under the Contract or the Law, including initiating proceedings in a court of competent jurisdiction.

36.7 Nothing in this clause 36 precludes a Party from seeking interlocutory relief relative to the subject matter of a Dispute from a court of competent jurisdiction, including the right to seek injunctive relief.

## **37 DEFAULT, SUSPENSION AND TERMINATION FOR BREACH**

### ***Default***

37.1 If a Party breaches a provision of the Contract and that breach continues for a period of 5 Business Days, the other Party may provide a written notice to that Party:

- (a) identifying the nature of the alleged breach;
- (b) requiring the Party to comply with the relevant provision of the Contract; and
- (c) requiring the Party to remedy the breach in any manner and within a reasonable timeframe specified in the notice.

37.2 If a Party breaches or repudiates the Contract, nothing in the Contract prejudices the right of the other Party to recover damages or exercise any other right under the Contract or under any applicable Legal Requirement.

### ***Suspension***

37.3 If a Party breaches a provision of the Contract and fails to comply with a written notice issued under clause 37.1, the non-defaulting Party may suspend the performance of its obligations (or any of them) and the defaulting Party's obligations (or any of them) by written notice to the defaulting Party until such time that the breach is remedied to the non-defaulting Party's reasonable satisfaction or the non-defaulting Party otherwise directs that the performance of the Contract is no longer suspended at which point the Parties must promptly recommence the performance of their obligations.

37.4 The Contractor must bear any cost it incurs as a result of a suspension under clauses 23.4 or 37.3 and any costs incurred by the Principal as a result of the suspension and any amounts payable by the Contractor under this clause become a debt due to the Principal by the Contractor, where the Contractor is the defaulting Party.

37.5 To avoid doubt, if a Party suspends the Contract or any part of it in accordance with clause 37.3, the Completion Date shall not be extended by the period of that suspension, except as otherwise agreed in writing by the Parties.

### ***Termination for breach***

37.6 Subject to clause 37.7, without limiting the other circumstances in which the Contract may be terminated, if a Party breaches a provision of the Contract and fails to comply with a notice issued under clause 37.1, then the other Party:

- (a) may give a further notice to the defaulting Party of its intention to terminate the Contract if the breach is not remedied or rectified in accordance with any manner or timeframe specified in the notice; and
- (b) by a further and final notice in writing to the defaulting Party immediately terminate the Contract if the breach is not remedied or rectified within the timeframe specified in the notice given under clause 37.6(a).

37.7 If a Party breaches a material provision of the Contract and that default is incapable of remedy or rectification, the non-defaulting Party may terminate the Contract by written notice to the defaulting Party.

## **38 TERMINATION**

38.1 Without limiting the other circumstances in which the Contract may be terminated, if a Party:

- (a) commits an Insolvency Event;
- (b) assigns or sub-contracts the Contract or any part thereof without any prior written consent of the other Party required by the Contract;
- (c) or any of its Personnel are found guilty of any criminal act relating to the Goods and/or Services; or
- (d) includes in its Request Response any statement, representation, description of fact, matter, information or thing which is false, untrue, incorrect or inaccurate, whether known to the Party or not,

then the other Party may by notice in writing to that Party immediately terminate the Contract.

38.2 If the Contract is terminated, the Principal may engage or contract with any person other than the Contractor to provide similar or equivalent goods and/or services to the Goods and/or Services.

38.3 Where the Principal terminates the Contract under clauses 37.6, 37.7 or this clause 38, the Principal shall ascertain the amount of all damages and expenses suffered or incurred by the Principal as a result of any of the matters referred to in those clauses and all such amounts may be deducted from amounts then owing to the Contractor or may be recovered by the Principal as a debt due by the Contractor to the Principal.

38.4 When the Contract is terminated, the Contractor must:

- (a) promptly return to the Principal or destroy any of the Principal's property or Principal's Documents as directed in writing by the Principal; and
- (b) if requested by the Principal, co-operate with and assist the Principal to transition the provision of the Goods and/or Services to the Principal or to another contractor engaged by the Principal, including by complying with the terms of any agreed Transition Plan.

## **39 ASSIGNMENT AND SUBCONTRACTING**

39.1 The Contractor shall not:

- (a) assign all or any part of its rights and obligations under the Contract; or
- (b) sub-contract the whole or any part of the Contract,

without:

- (c) the Principal's prior written approval, which must not be unreasonably withheld; and
- (d) in the case of an assignment under clause 39.1(a) where obligations are to be assigned, the proposed assignee executing a deed in favour of the Principal agreeing to comply with and be bound by the obligations of the Contractor under the Contract.

39.2 To avoid doubt, the Principal's approval to sub-contract does not discharge or release the Contractor from any liability or obligation under the Contract.

## **40 RESTRUCTURE OF THE PRINCIPAL**

If the Principal is restructured by Law, then the rights and obligations of the Principal under the Contract are assigned to and assumed by the appropriate legal entity as determined by the Principal or the successors of the Principal under the restructure. To avoid doubt, the Contractor may enter into a deed of assignment and assumption with the new legal entity to confirm the assignment and assumption.

## **41 NOTICES**

41.1 Any notice under the Contract shall be in English, in legible writing and signed whether by hand or by electronic signature, and shall be given or served by:

- (a) hand delivery or prepaid post to the address of the receiving Party specified in the Request Response, Letter of Award or in Schedule 1, as applicable, or at such other address as may from time to time be notified in writing to the notifying Party by the receiving Party but in any event to the last notified address; or
- (b) email to the email address of the receiving Party specified in the Request Response, Letter of Award or in Schedule 1, as applicable, or at such other email address as may from time to time be notified in writing to the notifying Party by the receiving Party but in any event to the last notified email address.

41.2 Any notice or other communication is regarded as being given by the notifying Party and received by the receiving Party:

- (a) if by delivery in person, when delivered to the address of the receiving Party;
- (b) if by post, 5 Business Days from and including the date of postage; and
- (c) if sent by email, in accordance with section 14 of the *Electronic Transactions Act 2011 (WA)*,

but if the delivery or receipt is on a day which is not a Business Day or is after 5.00pm (receiving Party's time), it is regarded as received at 9.00am on the following Business Day.

## **42 GENERAL**

42.1 Relationship of the Parties

- (a) The Contractor acknowledges and agrees that it is an independent contractor and not an agent of the Principal and that it has no authority to bind the Principal by contract or otherwise.
- (b) Nothing in the Contract creates a partnership, trust or agency between the Parties or imposes any fiduciary duties on either Party in relation to the other, unless expressly stated in this Document.

42.2 Severability

Should any part of the Contract be invalid or unenforceable, that part shall be:

- (a) read down, if possible, so as to be valid and enforceable; or
- (b) if it cannot be read down, severed from the Contract to the extent of the invalidity or unenforceability,

and the remainder of the Contract shall not be affected by such invalidity or unenforceability.

**42.3 Variation to Contract terms**

The terms of the Contract shall not be varied except by the written agreement of the Parties.

**42.4 Waiver**

- (a) A Party may only waive a right or power it has under the Contract by written notice to the other Party.
- (b) No forbearance, delay or indulgence by a Party in enforcing a provision of the Contract shall prejudice, restrict or limit the rights of, or the exercise of the powers of, that Party, nor shall any waiver of those rights operate as a waiver of any subsequent breach or of that right or power in the future.

**42.5 Entire agreement**

The Contract embodies the entire agreement between the Parties and supersedes all prior conduct, arrangement, agreements, understandings, quotation requests, representations, warranties, promises, statements, or negotiations, express or implied, in respect of the subject matter of the Contract.

**42.6 Rights are cumulative**

Subject to any express provision in the Contract to the contrary, the rights of a Party under the Contract are cumulative and are in addition to any other rights of that Party.

**42.7 Governing Law**

The Contract and any Dispute shall be governed by the Laws of the State of Western Australia and the Parties agree that the courts of that State will have exclusive jurisdiction to deal with any Dispute.

## EXECUTION

*[Guidance note: alternative options for 'electronic' and 'paper/handwritten' signature are provided below. Select the appropriate method of execution for the Principal and the Contractor and delete any unused panels. If the Principal is not a local government, an alternative execution panel for the Principal may need to be inserted.]*

**(use for electronic signature only)**

Principal

*[WALGA to insert electronic signature panel]*

*[Guidance note: complete the relevant panel below and delete the irrelevant panel]*

**Contractor – where the Contractor is a company**

Signed by

**[Insert Contractor Name in full]**

in accordance with section 127(1) of the *Corporations Act 2001* (Cth):

*Sign here* ▶  **{{Sig\_es\_:signer1:signature}}**

Company Secretary/Director/Sole Company Secretary/Director

*Full name* {{fullname\_es\_:signer1:fullname}}

*Sign here* ▶  **{{Sig\_es\_:signer2:signature}}**

Company Secretary/Director (\*Not applicable if company has a sole Company Secretary-Director)

*Full name* {{fullname\_es\_:signer2:fullname}}

—  
**Contractor – where the Contractor is an individual**

*[WALGA to insert electronic signature panel]*

**(use the below for 'paper' or 'handwritten' signature only)**

*[Guidance note: if the Principal is executing the Contract by hand, complete the relevant panel below for the Principal and delete the irrelevant panel.]*

**Principal – where applying common seal**

The common seal of the [insert local government] was hereunto affixed on [insert date] by authority of a resolution of the Council in the presence of:

*sign*  
here ►

\_\_\_\_\_  
Mayor/President (delete whichever is not applicable)

*print*  
name

*sign*  
here ►

\_\_\_\_\_  
Chief Executive Officer

*print*  
name

**Principal – where executing in accordance with a Council resolution**

Signed by an authorised person(s) on behalf of the [insert local government] in accordance with a resolution of the Council passed on [insert date]:

*sign*  
here ►

\_\_\_\_\_  
[Insert title of authorised person]

*print*  
name

*[Guidance note: complete the relevant panel below and delete the irrelevant panel. If the Contractor is not a company or an individual, the correct panel for the Contractor must be inserted]*

## **Contractor – where the Contractor is a company**

**EXECUTED** by [insert name] ACN [insert ACN] in accordance with section 127(1) of the *Corporations Act 2001* (Cth):

Director/Secretary/Sole Director-Secretary  
(signature)

---

Director/Secretary (signature)  
(Delete whichever is not applicable)

Director/Secretary/Sole Director-Secretary  
(print full name)

Director/Secretary (print full name)  
(Delete whichever is not applicable)

## **Contractor – where the Contractor is an individual**

SIGNED by **[insert name]** in the presence of:

---

**Signature of Contractor**

---

**Signature of Witness**

Date

---

Full name of Witness (print)

---

### Address of Witness

## SCHEDULE 1 – CONTRACT SPECIFICS

### CONTRACT SPECIFICS

*[Guidance note: this schedule will be completed as part of any finalised Contract.]*

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>CONTRACT SPECIFIC</u>
1.	<b>Contract Manager</b>	<p><b>Ms Rebecca McCall</b>  <b>CEO Shire of Narembeen</b></p> <p>Address: 1 Longhurst Street, Narembeen WA 6369  Telephone: 08 90647. 308  Email: <a href="mailto:ceo@narembeen.wa.gov.au">ceo@narembeen.wa.gov.au</a></p>
2.	<b>Contractor's Representative</b>	<p><b>[Insert name, title]</b></p> <p>Address: <b>[insert]</b>  Telephone: <b>[insert]</b>  Email: <b>[insert]</b></p>
3.	<b>End Date</b>	Upon Practical Completion – nominally on or before 31 August 2025.
4.	<b>Additional Period</b>	<b>[insert]</b>
5.	<b>Insurances</b>	<p>Insurances must be maintained for the duration of the Contract with the following minimum levels of cover:</p> <p><b>Public liability insurance:</b> where applicable the Contractor shall maintain Insurance to a value of \$20M.</p> <p><b>Products liability insurance:</b> where applicable the Contractor shall maintain Insurance to a value of \$10M.</p> <p><b>Workers' compensation insurance:</b> where applicable the Contractor shall maintain insurance in accordance with the <i>Workers' Compensation and Injury Management Act 1981 (WA)</i>.</p> <p><b>Vehicle and equipment insurance:</b> where applicable the Contractor shall maintain Comprehensive Motor Vehicle Insurance.</p> <p><b>Professional indemnity insurance:</b> where applicable the Contractor shall maintain insurance to a value of \$5M.</p>

## **SCHEDULE 2 – SPECIFICATION**

**As outlined in RFT 02/2025 Housing - Design and Construction of One (1) 3x 2 Dwelling.**

## **SCHEDULE 3 – PRICING AND RATES**

**As submitted in RFT 02/2025 Housing - Design and Construction of One (1) 3x 2 Dwelling.**

## **APPENDIX B**

# **Council Policy – Procurement Framework**

# Council Policy

## Procurement Framework



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# **1. PURCHASING**

The Shire of Narembeen (“the **Shire**”) is committed to applying the objectives, principles and practices outlined in this Policy, to all purchasing activity and to ensuring alignment with the Shire’s strategic and operational objectives.

## **1.1 OBJECTIVES**

The Shire’s purchasing activities will:

- (a) achieve best value for money that considers sustainable benefits, such as; environmental, social and local economic factors
- (b) foster economic development by maximising participation of local businesses in the delivery of goods and services
- (c) use consistent, efficient and accountable purchasing processes and decision-making, including: competitive quotation processes, assessment of best value for money and sustainable procurement outcomes for all purchasing activity, including tender exempt arrangements
- (d) apply fair and equitable competitive purchasing processes that engage potential suppliers impartially and honestly
- (e) commit to probity and integrity, including the avoidance of bias and of perceived and actual conflicts of interest
- (f) comply with the *Local Government Act 1995*, *Local Government (Functions and General) Regulations 1996*, other relevant legislation, Codes of Practice, Standards and the Shire’s Policies and procedures
- (g) ensure purchasing outcomes contribute to efficiencies for the Shire of Narembeen
- (h) identify and manage risks arising from purchasing processes and purchasing outcomes in accordance with the Shire’s Risk Management framework
- (i) ensure that sufficient and appropriate records are kept in accordance with the *State Records Act 2000* and the Shire’s Record Keeping Plan
- (j) ensure professional confidentiality is always maintained, in accordance with Council policies.

## **1.2 ETHICS & INTEGRITY**

The Shire’s Code of Conduct applies when undertaking purchasing activities and decision making, requiring Council Members and employees to observe the highest standards of ethics and integrity and act in an honest and professional manner at all times.

## **1.3 VALUE FOR MONEY**

The Shire will apply value for money principles in critically assessing purchasing decisions and acknowledges that the lowest price may not always be the most advantageous.

### **1.3.1 Assessing Value for Money**

Value for money assessments will consider:

- (a) the total cost of ownership for a potential purchase and all associated incidental costs

- (b) the technical merits of the goods or services.
- (c) the supplier's availability, capacity, capability, warranties and level of service
- (d) the supplier's financial viability and capacity to supply without the risk of default, including the competency of the prospective supplier in terms of managerial and technical capabilities and compliance history
- (e) the competitiveness of each quote received by obtaining a sufficient number of other quotations, as consistent with this Policy
- (f) the safety requirements and standards associated with both the product design and the specification offered by suppliers.

## 1.4 PURCHASING THRESHOLDS AND PRACTICES

### 1.4.1 Authorisation to Purchase Goods and Services

The following employees are authorised to purchase goods and services included in the annual budget, within the specified thresholds.

Position	Amount
Chief Executive Officer	\$249,999
Executive Manager Corporate Services	\$150,000
Executive Manager Infrastructure Services	\$150,000
Mechanic	\$10,000
Community Resource Centre Coordinator	\$10,000
Project Officers	\$5,000

### 1.4.2 Purchases Under Contract, Aggregation of Purchases

Where the Shire has regular and ongoing need for goods or services, wherever possible suppliers should be engaged under contract to supply the Shire's annual requirements, the annual value of which will be determined by review of the aggregate annual cost as per recent financial records.

The appropriate length of a contract is to have regard for market volatility and the ongoing need of the supply.

Quotation, documentation and assessment requirements for purchases based on aggregate annual cost will be in accordance with the terms of this Policy.

#### 1. Individual Purchasing Value Assessments

Each purchasing activity is to assess the purchasing value as:

- (a) exclusive of Goods and Services Tax (GST)
- (b) including the total expenditure for the proposed supply (total cost of ownership)
- (c) the whole required amount of goods or services (purchases must not be split into components to avoid purchasing or tendering thresholds, as per Local Government Act (Functions and General) Regulations 1996 Section 12).

#### 1.4.3 Table of Purchasing Thresholds and Practices

##### (1) Supplier Order of Priority

The Shire will consider and apply, where applicable, the following Supplier Order of Priority:

<b>Priority 1:</b>	<b>Existing suppliers</b> Current contracts, including any Prequalified Suppliers or contracted suppliers, must be used where available.
<b>Priority 2:</b>	<b>Local suppliers</b> The Shire will ensure that, wherever possible, quotations are obtained from local suppliers permanently located within the District as a first priority, and those permanently located within surrounding Districts as the second priority. Consideration may be given to discounting local suppliers based on past experience.
<b>Priority 3:</b>	<b>Other Suppliers</b> Where there are no existing or local suppliers are available goods and services may be obtained from other suppliers. Consideration is to be given to WALGA Preferred Suppliers.

## **(2) Purchasing Practice Purchasing Value Thresholds**

The CEO is to develop an executive policy regarding the method of assessing quotes received in accordance with this section, the qualitative metrics of this clause and clauses 2.1 to 2.3 and the documentation requirements for quotes obtained as per this clause.

The below purchases practices must be observed for each purchasing activity (other than via credit cards), with aggregate annual costs assessed as per clause 1.4.1:

<b>Purchase Value Threshold (ex-GST)</b>	<b>Purchasing Practice</b>
Up to \$5,000	No quote or purchase order required. Purchases may be made using credit cards based on the retailer's (online or in-store) advertised price.
\$5,001 to \$10,000	Minimum of one (1) verbal quote required. A purchase order is considered evidence of a verbal quote being received. Where possible, written quotes should be obtained.
\$10,001 to \$30,000	Request at least two (2) written quotes and receive at least one (1). If the selected supplier is a local supplier, only one quote must be obtained.
\$30,001 to \$50,000	Request and receive at least two (2) written quotes. If the selected supplier is local, only one quote must be obtained. OR If unable to find suppliers locally in compliance with this section obtain any number of quotes from pre-qualified supplier panels, including WALGA's panel of preferred suppliers (this does not have to be via WALGA's eQuote process).
\$50,001 to \$100,00	Request at least three (3) written quotes and receive at least two (2).

Purchase Value Threshold (ex-GST)	Purchasing Practice
	<p>If the selected supplier is a local supplier only two (2) quotes must be requested and one (1) received.</p> <p>OR</p> <p>If unable to find suppliers locally in compliance with this section obtain any number of quotes from pre-qualified supplier panels, including WALGA's panel of preferred suppliers (this does not have to be via WALGA's eQuote process).</p>
\$100,001to \$249,999	<p>Obtain at least three (3) written quotes. Received quotes are to be assessed against pre-determined selection criteria.</p> <p>OR</p> <p>If unable to find suppliers locally in compliance with this section obtain any number of quotes from pre-qualified supplier panels, including WALGA's panel of preferred suppliers (this does not have to be via WALGA's eQuote process).</p> <p>Quotes obtained must still be compared to a pre-determined selection criteria.</p>
Over \$250,000	<p><b><u>Request for quote (RFQ) method</u></b></p> <p>A formal RFQ is to be issued to WALGA preferred suppliers via WALGA's e-Quote portal.</p> <p>Submissions received are to be assessed according to pre-determined selection criteria.</p> <p><b><u>Request for tender (RFT) method</u></b></p> <p>If there are insufficient or unsatisfactory submissions received for an RFQ, or if it is determined that there would be better value for money in advertising to the market at large, an RFT process is to be undertaken in accordance with Part 4 of the Local Government Act (Functions and General) Regulations 1996.</p> <p>The requirements of this section (specifically this purchase value threshold bracket) do not apply for tender exempt purchases as outlined in this Policy or the Local Government Act 1995.</p> <p>Contracts must be prepared for purchases under in this bracket.</p>
Emergency Purchases <i>(Within Budget)</i> Refer to Clause 1.4.3	<p>Where goods or services are required for an emergency response and are within scope of an established Panel of Pre-qualified Supplier or existing contract, the emergency supply must be obtained from the Panel or existing contract using relevant unallocated budgeted funds.</p> <p>However, where due to the urgency of the situation; a contracted or tender exempt supplier is unable to provide the emergency supply <u>OR</u> compliance with this Purchasing Policy would cause unreasonable delay, the supply may be obtained from any supplier capable of providing the emergency supply. However, an emergency supply is only to be obtained to the extent necessary to facilitate the urgent emergency response and must be subject to due consideration of best value and sustainable practice.</p>

Purchase Value Threshold (ex-GST)	Purchasing Practice
	The rationale for policy non-compliance and the purchasing decision must be evidenced in accordance with the Shire's Record Keeping Plan.
Emergency Purchases <i>(No budget allocation available)</i> Refer for Clause 1.4.3	Where no relevant budget allocation is available for an emergency purchasing activity then, in accordance with section 6.8 of the <i>Local Government Act 1995</i> , the president must authorise, in writing, the necessary budget adjustment prior to the expense being incurred. The CEO must ensure that an authorised emergency expenditure under s.6.8 is reported to the next ordinary Council Meeting. The Purchasing Practices prescribed for Emergency Purchases (within budget) above, then apply.

#### 1.4.1. Exemption, Emergency Purchases

Emergency purchases are defined as the supply of goods or services associated with a:

- (a) local emergency where the expenditure is required (within existing budget allocations) to respond to an imminent risk to public safety, or to protect or make safe property or infrastructure assets, or
- (b) local emergency where the expenditure is required (with no relevant available budget allocation) to respond to an imminent risk to public safety, or to protect or make safe property or infrastructure assets in accordance with s.6.8 of the Local Government Act 1995 and Functions and General Regulation 11(2)(a), or
- (c) State of Emergency declared under the Emergency Management Act 2005 and therefore, Functions and General Regulations 11 (2) (aa) or (3) apply to vary the application of this policy.

Time constraints, administrative omissions and errors do not qualify for definition as an emergency purchase. Instead, every effort must be made to research and anticipate purchasing requirements in advance and to allow sufficient time for planning and scoping proposed purchases and to then obtain quotes or tenders, as applicable.

#### 1.4.2. Exemption, Sole Suppliers

Goods and services may be obtained without adherence to clause 1.4.2 where it is deemed unlikely that there is more than one potential supplier for the required goods or services.

Determining a sole supplier requires that:

- (a) the specification has been extensively market tested and only one potential supplier has been identified as being capable of meeting the specified requirement; and
- (b) sufficient market testing has been undertaken and documented, including a rationale for why the supply is determined to be unique and why quotes cannot be sourced through more than one potential supplier.

Ongoing arrangements of this nature may only be approved for a period not exceeding one (1) year. For any continuing purchasing requirement, the process will need to be re-performed.

The following is a list of suppliers that has been determined by Council to meet the requirements of a sole supplier, for which repeated market testing is not required:

Company	Good or Service Provided	Reason for exemption
Telstra	Phone or Internet Services	This is the only provider of phone services.
Synergy	Electricity	Sole supplier
Water Corporation	Water	Sole Supplier
Narembeen Post Office	General Postal Services	Impracticality of using another town's post office.
Landgate	Rates Valuations and other land enquiry services	Sole Supplier
WALGA	Subscriptions and councillor training	Unique advocacy body
LGIS	Insurance and insurance related services	Self-insuring LG body, specifically exempted.
IT Vision	Financial Management Software provision	It isn't feasible to routinely consider other accounting and rating system. Licence fees with IT Vision are to be classed as sole supplier as they are the only company able to provide a licence for the SynergySoft system.

#### **1.4.3. Contract Renewals and Extensions**

Upon expiry of a contract, pending any available extensions (as mutually agreed between the Shire and contractor) the Shire will undertake the necessary purchasing practices of this Policy.

## **2. SUSTAINABLE PROCUREMENT**

### **2.1. LOCAL ECONOMIC BENEFIT**

The Shire is committed to promoting economic development by encouraging and prioritising the supply of goods and services by local suppliers permanently located within the District first, and those permanently located within its broader region second. As much as practicable, the Shire will:

- (a) consider buying practices, procedures and specifications that encourage the inclusion of local businesses and the employment of local residents
- (b) consider indirect benefits that have flow on benefits for local suppliers (i.e.: servicing and support)

- (c) where possible, undertake analysis to understand local business capability and local availability of goods or services
- (d) ensure that RFQs and RFTs are designed to accommodate the capabilities of local businesses
- (e) provide adequate and consistent information to local suppliers.

To this extent, a weighted qualitative criterion must be included in the CEO's executive policy under clause 1.4.2(2) for RFQs and RFTs where suppliers are located within the Shire, or where the supplier will substantially demonstrate a benefit or contribution to the local economy.

## **2.2. SOCIALLY SUSTAINABLE PROCUREMENT**

The Shire will support purchasing from socially sustainable suppliers such as Australian Disability Enterprises and Aboriginal businesses wherever a value for money assessment demonstrates benefit towards achieving the Shire's strategic and operational objectives.

A qualitative weighting will be used in the evaluation of Requests for Quotes and Tenders to provide advantages to socially sustainable suppliers in instances where the below tender exemptions are not exercised.

### **(1) Aboriginal Businesses**

*Functions and General Regulation 11(2)(h)* provides a tender exemption if the goods or services are supplied by a person on the Aboriginal Business Directory WA published by the Chamber of Commerce and Industry of Western Australia, or Australian Indigenous Minority Supplier Office Limited (trading as Supply Nation), where the consideration under contract is \$250,000 or less.

The Shire will first consider undertaking a quotation process with other suppliers (which may include other registered Aboriginal Businesses as noted in *F&G Reg.11(2)(h)*) to determine overall value for money for the Shire.

Where the Shire makes a determination to contract directly with an Aboriginal Business for any amount up to and including \$250,000, it must be satisfied that the offer truly represents value for money.

### **(2) Australian Disability Enterprises**

*Functions and General Regulation 11(2)(i)* provides a tender exemption if the goods or services are supplied by an Australian Disability Enterprise.

The Shire will first consider undertaking a quotation process with other suppliers (which may include other Australian Disability Enterprises) to determine overall value for money for the Shire.

Where the Shire makes a determination to contract directly with an Australian Disability Enterprise for any amount, including an amount over the Tender threshold of \$250,000, it must be satisfied that the offer truly represents value for money.

## **2.3. ENVIRONMENTALLY SUSTAINABLE PROCUREMENT**

The Shire will support the purchasing of recycled and environmentally sustainable products whenever a value for money assessment demonstrates benefit toward achieving the Shire's strategic and operational objectives.

### **3. PANELS OF PRE-QUALIFIED SUPPLIERS**

#### **3.1. OBJECTIVES**

The Shire may create a Panel of Pre-Qualified Suppliers (“Panel”) when a range of similar goods and services are required to be purchased on a continuing and regular basis.

Considerations relevant to the establishment of a Panel are:

- (a) there are numerous potential suppliers in the local and regional sectors that satisfy will provide value for money;
- (b) whether the Panel will streamline the procurement processes.

#### **3.2. ESTABLISHING AND MANAGING A PANEL**

If the Shire decides that a Panel is to be created, it will establish the Panel in accordance with the Regulations. Panels may be established for similar goods or services (i.e.: trades, professional services, supply of a type of similar goods such as aggregate or bitumen, etc.).

Panels may be established for a maximum of three (3) years. The length of time of a Panel is to be declared in the request for submissions.

The CEO is to develop and Executive Policy regarding the qualitative assessment of Panel submissions.

If a Panel member leaves the Panel, the Shire may reperform the assessment process to establish a new panel member or otherwise continue to use other appointed Panel members.

#### **3.3. DISTRIBUTING WORK AMONGST PANEL MEMBERS**

To satisfy Regulation 24AD(5) of the Regulations, when establishing a Panel of pre-qualified suppliers, the information associated with each invitation to apply to join the Panel will prescribe one of the following as to whether the Shire intends to:

- (a) obtain quotations from each pre-qualified supplier on the Panel with respect to all discreet purchases; or
- (b) purchase goods and services exclusively from any pre-qualified supplier appointed to that Panel, and under what circumstances; or
- (c) develop a ranking system for selection to the Panel, with work awarded in accordance with the Regulations.

In considering the distribution of work among Panel members and non-Panel members alike the Shire will have regard for the prescribed criteria of *Local Government (Functions and General) Regulations 1996* section 24AD.

#### **3.4. PURCHASING FROM THE PANEL**

An invitation to apply to be considered to join a Panel must state how future quotes will be sought from Panel members, and the degree of exclusivity afforded Panel members for future work.

## **4. RECORD KEEPING**

The Shire will include in each contract for the provision of works or services the contractor's obligations for creating, maintaining and where necessary the transferral of records to the Shire where relevant to the performance of the contract.

## **5. PURCHASING POLICY NON-COMPLIANCE**

The Purchasing Policy is mandated under the *Local Government Act 1995* and Regulation 11A of the *Local Government (Functions and General) Regulations 1996* and therefore the policy forms part of the legislative framework in which the Local Government is required to conduct business.

Where compliance with this Policy is not reasonably able to be achieved, records must evidence the rationale and decision-making processes to substantiate the non-compliance.

If non-compliance with the relevant legislation, this Policy or the Code of Conduct is identified it must be reported to the Chief Executive officer and the Executive Manager Corporate Services.

Failure to comply with legislative or Policy requirements, including compliance with the Code of Conduct when undertaking purchasing activities, may be subject to investigation with findings to be considered in context of the responsible person's training, experience, seniority, and reasonable expectations for performance of their role.

Where a breach is substantiated it may be treated as:

- (a) an opportunity for additional training to be provided;
- (b) a disciplinary matter, which may or may not be subject to reporting requirements under the *Public Sector Management Act 1994*; or
- (c) where the breach is also identified as potentially serious misconduct, the matter will be reported in accordance with the *Corruption, Crime and Misconduct Act 2003*.

---

## **DEFINITIONS**

## **RELATED LEGISLATION**

Local Government Act s.3.57 Tenders for providing goods or services  
Local Government (Functions and General) Regulations r24AB, 24AC, 24AD, 24AH  
Local government (Financial Management) Regulations r.12

## **RELATED POLICIES**

## **DELEGATED AUTHORITY**

- 1.2.9 Expressions of Interest for Goods and Services
- 1.2.10 Tenders for Goods and Services – Call Tenders
- 1.2.11 Tenders for Goods and Services – Accepting and Rejecting Tenders; Varying Contracts; Exercising Contract Exemption Options
- 1.2.12 Tenders for Goods and Services – Exempt Procurement
- 1.2.13 Panels of Pre-Qualified Suppliers
- 1.2.14 Application of Regional Price Preference Policy

- 1.2.15 Renewal or Extension of Contracts During a State of Emergency
- 1.2.16 Procurement of Goods or Services Required to Address a State of Emergency
- 1.2.18 Payments from the Municipal or Trust Fund

## **DOCUMENT MANAGEMENT**

Policy Version	2	
Policy Owner(s)	Executive Manager Corporate Services	
Reviewer	Executive and Governance Officer	
Review Frequency	Annually	
Creation Date	19 December 2023	OCM Ref 77128/23
Last Review Date	19 November 2024	OCM Ref 7907/24
Next Review Date	November 2025	

# **APPENDIX C**

## **Executive Policy - Workplace Health and Safety**

# Workplace Health and Safety



## POLICY OBJECTIVES

To demonstrate the organisations commitment to and outline the principles to effectively support Workplace Health and Safety (WHS).

## POLICY SCOPE

The policy applies to all Shire employees, elected members, contractors, visitors, and volunteers.

## POLICY DETAIL

Shire of Narembeen will plan, and conduct works in such a manner that the health, safety and welfare of persons is given the highest level of protection, so far as is reasonably practicable, including for:

- a) any members of the community, or other persons, who may be affected by works undertaken;
- b) all workers, whilst engaged in the performance of works; and
- c) all visitors to our workplaces.

The Shire understands and accepts responsibilities imposed under WHS legislation and is committed to providing healthy and safe working conditions, which are aimed at the prevention of work-related injuries or ill health. Consistent with this, the Shire will:

- a) Provide and maintain a healthy and safe work environment through the proactive identification of work-related hazards and elimination of these where possible, or reduction of associated risk level through the application of the hierarchy of risk controls where hazards cannot be completely eliminated.
- b) Strive to achieve high standards and continuous improvement in work health and safety performance by utilising best practice procedures and considering current levels of technical knowledge and development.
- c) Comply with all applicable legislation and requirements.
- d) Establish, implement, and maintain a Work Health and Safety Management Framework - including measurable objectives and targets aimed at elimination of work-related injury and illness.
- e) Ensure that all workers and other persons within the workplace are fully informed of potential hazards and associated risk control measures, including through a process of training, instruction, information sharing and supervision as applicable.
- f) Effectively communicate and consult with all WHS duty holders, including workers and their representatives, to ensure that everyone within the workplace is offered the opportunity to participate in the ongoing development of a healthy and safe workplace.

g) Ensure that all workers, are fully aware of their responsibility to take reasonable care to safeguard their own health and safety at work and to avoid adversely affecting the health or safety of others through any act or omission at work and report hazards, accidents, incidents and near misses to their supervisor.

Copies of this Policy shall be made readily available to all workers, and any other interested parties, including through display within the workplace.

## RESPONSIBILITIES

1. Managers and supervisors are to ensure people under their direction, including employees, contractors, volunteers and visitors are made aware of, and comply with, all applicable requirements of the applicable legislation, appropriate standards, policies, procedures and program and they shall ensure all incidents, exposures, hazards and WHS concerns within the workplace are reported and addressed in a timely manner.
2. All employees, elected members, contractors, work experience students and volunteers are also required to take reasonable care to ensure their own safety at work and not adversely affect the health and safety of any person.

---

## DEFINITIONS

Not applicable

## RELATED LEGISLATION

*Work Health and Safety Act 2020*

*Work Health and Safety (General) Regulations 2022*

## RELATED POLICIES

Work Health and Safety Framework



Rebecca McCall  
Chief Executive Officer

22 November 2024

## DOCUMENT CONTROL

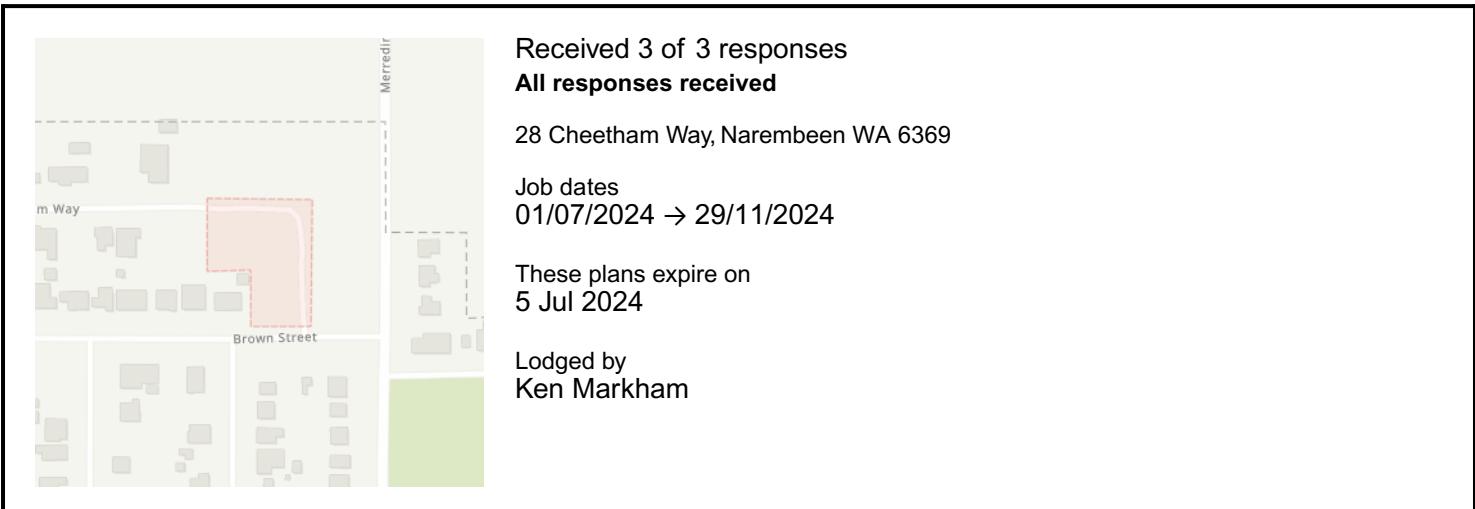
Policy Number		
Policy Version	4 (Previously Occupational Safety and Health)	
Policy Owner	Chief Executive Officer	
Policy Reviewer	Chief Executive Officer	
Review Frequency	Annually	
Creation Date	18 November 2015	OCM Ref 6065/15
Last Review Date	15 February 2017 May 2022 11 December 2023 22 November 2024	OCM Ref 6367/17 Ref 07/2022 OCM Ref 7711/23
Next Review Date	November 2025	

**APPENDIX D**  
**BYDA Lot 71 Cheetham Way**

# Subdivision of 28 Cheetham Way



[Review responses online](#) 



Authority	Status	Page
<input checked="" type="checkbox"/> BYDA Confirmation		2
<input type="checkbox"/> Telstra (WA)	Received	4
<input type="checkbox"/> Water Corporation	Received	15
<input type="checkbox"/> Western Power	Received	29

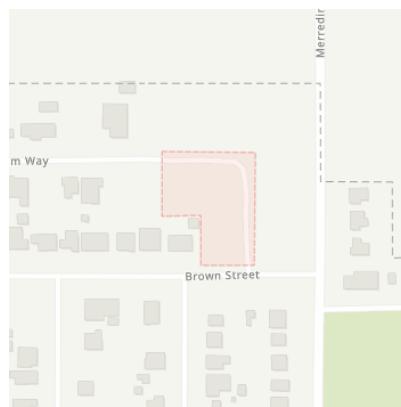
## Contact Details

Contact	Contact number	Company	Enquirer ID
Ken Markham	0429 647 330	Shire of Narembeen	3566409
Email		Address	
emis@narembeen.wa.gov.au		1 Longhurst street Narembeen WA 6269	

## Job Site and Enquiry Details

**WARNING:** The map below only displays the location of the proposed job site and does not display any asset owners' pipe or cables. The area highlighted has been used only to identify the participating asset owners, who will send information to you directly.

Enquiry date	Start date	End date	On behalf of	Job purpose	Locations	Onsite activities
07/06/2024	01/07/2024	29/11/2024	Other Shire of Narembeen	Design	Both Road	Planning & Design, Subdivision



Check that the location of the job site is correct. If not, you must submit a new enquiry.

If the scope of works change or plan validity dates expire, you must submit a new enquiry.

Do NOT dig without plans. Safe excavation is your responsibility. If you don't understand the plans or how to proceed safely, please contact the relevant asset owners.

### User Reference

Subdivision of 28 Cheetham Way

### Address

28 Cheetham Way  
Narembeen WA 6369

### Notes/description

-

## Your Responsibility and Duty of Care

- Lodging an enquiry does not authorise project commencement.** Before starting work, you must obtain all necessary information from all affected asset owners.
- If you don't receive plans within 2 business days, contact the asset owner & quote their sequence number.
- Always follow the 5Ps of Safe Excavation (page 2), and locate assets before commencing work.
- Ensure you comply with State legislative requirements for Duty of Care and safe digging.
- If you damage an underground asset, you MUST advise the asset owner immediately.
- By using the BYDA service, you agree to the [Privacy Policy](#) and [Term of Use](#).
- For more information on safe digging practices, visit [www.byda.com.au](http://www.byda.com.au)

## Asset Owner Details

Below is a list of asset owners with underground infrastructure in and around your job site. It is your responsibility to identify the presence of these assets. Plans issued by Members are indicative only unless specified otherwise. Note: not all asset owners are registered with BYDA. You must contact asset owners not listed here directly.

Referral ID (Seq. no)	Authority Name	Phone	Status
240272479	Telstra (WA)	1800 653 935	NOTIFIED
240272477	Water Corporation	13 13 95	NOTIFIED
240272478	Western Power	13 10 87	NOTIFIED

END OF UTILITIES LIST



## Plan

Plan your job. Use the BYDA service at least one day before your job is due to begin, and ensure you have the correct plans and information required to carry out a safe project.



## Prepare

Prepare by communicating with asset owners if you need assistance. Look for clues onsite. Engage a skilled Locator.



## Pothole

Potholing is physically sighting the asset by hand digging or hydro vacuum extraction.



## Protect

Protecting and supporting the exposed infrastructure is the responsibility of the excavator. Always erect safety barriers in areas of risk and enforce exclusion zones.



## Proceed

Only proceed with your excavation work after planning, preparing, potholing (unless prohibited), and having protective measures in place.

### Engage a skilled Locator

– TOOLS

[Renew enquiry](#)

[Copy page link](#)

[Find a locator](#)

[Learn the 5Ps of Damage Prevention](#)

What you should know  
Plans do not show assets  
page does not include res  
Maps and plans in respon  
receiving responses by en

When you lodge an enquiry you will see skilled Locators to contact

Visit the Certified Locator website directly and search for a locator near you

[dbydlocator.com/certified-locating-organisation](http://dbydlocator.com/certified-locating-organisation)

### Book a FREE BYDA Session



BYDA offers two different sessions to suit you and your organisation's needs. The free sessions are offered in two different formats - online and face-to-face:

- 1. Awareness Session:** Understand the role of BYDA, safe excavation practices, complying with asset-owner instructions, and the consequences of damages. Learn how to mitigate and avoid potential damage and harm and ensure a safe work environment.
- 2. Plan Reading Session:** Develop the skills to interpret asset owners' plans, legends, and symbols effectively. Understand the complexities of plan interpretation to ensure smooth project execution.

To book a session, visit:  
[byda.com.au/contact/education-awareness-enquiry-form/](http://byda.com.au/contact/education-awareness-enquiry-form/)

**BOOK NOW**

Referral  
240272479

Member Phone  
1800 653 935

## Responses from this member

**Response received** Fri 7 Jun 2024 8.23am

File name	Page
Response Body	5
240272479.pdf	6
Telstra Map Legend v3_9a.pdf	8
WAUS_AccreditedPlantLocators 2021-09-22a.pdf	10
Telstra Duty of Care v31.4a.pdf	11

**Attention:** Ken Markham

**Site Location:** 28 Cheetham Way, Narembeen, WA 6369

**Your Job Reference:** Subdivision of 28 Cheetham Way

**Please do not reply to this email, this is an automated message -**

Thank you for requesting Telstra information via Before You Dig Australia (BYDA).

This response contains Telstra information relating to your recent BYDA request.

Information for opening Telstra Asset Plans as well as some other useful contact information is listed in the attached **Telstra Map Legend attached**.

**Please refer to all enclosed attachments for more information.**

**Please Report Damage to Telstra Equipment:** [Report damages to Telstra equipment - Telstra](#)

Please note:

When working in the vicinity of telecommunications plant you have a 'Duty of Care' that must be observed. Please ensure you read the 'Telstra Duty of Care' document (attached) - it contains important information including essential steps that must be undertaken prior to commencing construction activities.

**WARNING:** Telstra plans and location information conform to Quality Level 'D' of the Australian Standard AS 5488 - Classification of Subsurface Utility Information. As such, Telstra supplied location information is indicative only. Spatial accuracy is not applicable to Quality Level D. Refer to AS 5488 for further details. The exact position of Telstra assets can only be validated by physically exposing them. Telstra does not warrant or hold out that its plans are accurate and accepts no responsibility for any inaccuracy. Further on site investigation is required to validate the exact location of Telstra assets prior to commencing work. A Certified Locating Organisation is an essential part of the process to validate the exact location of Telstra assets and to ensure the assets are protected during construction works. See the [Steps - Working Near Telecommunications Assets \(attached Telstra Duty of Care\)](#).

Please note that:

- it is a criminal offence under the *Criminal Code Act 1995* (Cth) to tamper or interfere with telecommunications infrastructure.
- Telstra will take action to recover compensation for damage caused to property and assets, and for interference with the operation of Telstra's networks and customers' services.

Telstra's plans contain Telstra's confidential information and are provided on the basis that they are used solely for identifying the location or vicinity of Telstra's infrastructure to avoid damage to this infrastructure occurring as part of any digging or other excavation activity. You must not use Telstra's plans for any other purpose or in a way that will cause Telstra loss or damage and you must comply with any other terms of access to the data that have been provided to you by Telstra (including Conditions of Use or Access).

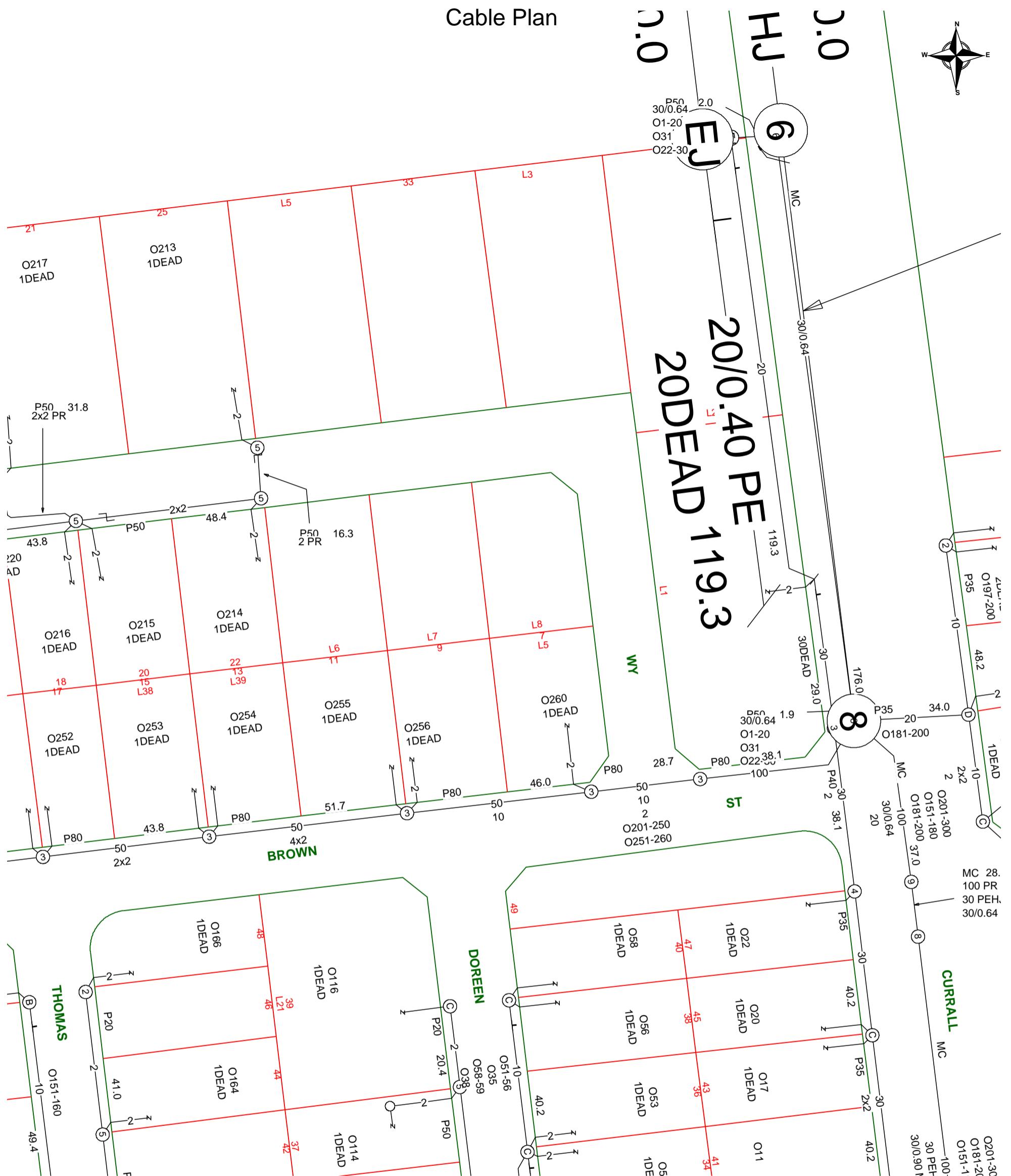
(See attached file: *Telstra Duty of Care v31.4a.pdf*)

(See attached file: *Telstra Map Legend v3\_9a.pdf*)

(See attached file: *WAUS\_AccreditedPlantLocators 2021-09-22a.pdf*)

(See attached file: *240272479.pdf*)

# Cable Plan



# Mains Cable Plan



P50 P80  
 DIST  
 P3:O151-180 30/0.90 CPFUT MBHJ (AB)

176.0

37.0

ST

WY

CURRALL

DOREEN

BROWN

THOMAS

2xDIST(AB) P50 P80

6

(AB)  
 (AA)

8

9

8

(AB)  
 (AA)



Report Damage: <https://service.telstra.com.au/customer/general/forms/report-damage-to-telstra-equipment>  
 Ph - 13 22 03  
 Email - Telstra.Plans@team.telstra.com  
 Planned Services - ph 1800 653 935 (AEST bus hrs only) General Enquiries

Sequence Number: 240272479

Please read Duty of Care prior to any excavating

TELSTRA LIMITED A.C.N. 086 174 781

Generated On 07/06/2024 10:21:58

## WARNING

Telstra plans and location information conform to Quality Level "D" of the Australian Standard AS 5488-Classification of Subsurface Utility Information.

As such, Telstra supplied location information is indicative only. Spatial accuracy is not applicable to Quality Level D.

Refer to AS 5488 for further details. The exact position of Telstra assets can only be validated by physically exposing it.

Telstra does not warrant or hold out that its plans are accurate and accepts no responsibility for any inaccuracy.

Further on site investigation is required to validate the exact location of Telstra plant prior to commencing construction work.

A Certified Locating Organisation is an essential part of the process to validate the exact location of Telstra assets and to ensure the asset is protected during construction works.

See the Steps- Telstra Duty of Care that was provided in the email response.

309

Page 2 of 2



## OPENING ELECTRONIC MAP ATTACHMENTS -

Telstra Cable Plans are generated automatically in either PDF or DWF file types, dependent on the site address and the size of area selected. You may need to download and install free viewing software from the internet e.g.



### DWF Map Files (all sizes over A3)

Autodesk Viewer (Browser) (<https://viewer.autodesk.com/>) or

Autodesk Design Review ( <http://usa.autodesk.com/design-review/> ) for DWF files. (Windows PC)



### PDF Map Files (max size A3)

Adobe Acrobat Reader ( <http://get.adobe.com/reader/> )



## Telstra BYDA map related enquiries email

[Telstra.Plans@team.telstra.com](mailto:Telstra.Plans@team.telstra.com)

1800 653 935 (AEST Business Hours only)



## REPORT ANY DAMAGE TO THE TELSTRA NETWORK IMMEDIATELY

Report online - <https://www.telstra.com.au/forms/report-damage-to-telstra-equipment>

Ph: 13 22 03

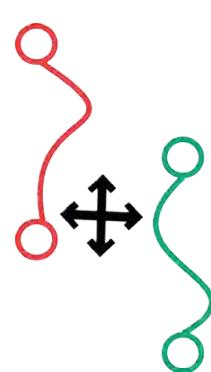
If you receive a message asking for a phone or account number say:

“I don’t have one” then say “Report Damage” then press 1 to speak to an operator.



## Telstra New Connections / Disconnections

13 22 00



**Telstra asset relocation enquiries:** 1800 810 443 (AEST business hours only).

[NetworkIntegrity@team.telstra.com](mailto:NetworkIntegrity@team.telstra.com)

<https://www.telstra.com.au/consumer-advice/digging-construction>



DBYD Certification

<https://dbydlocator.com/certified-locating-organisation/>

Please refer to attached Accredited Plant Locator.pdf



## Telstra Smart Communities

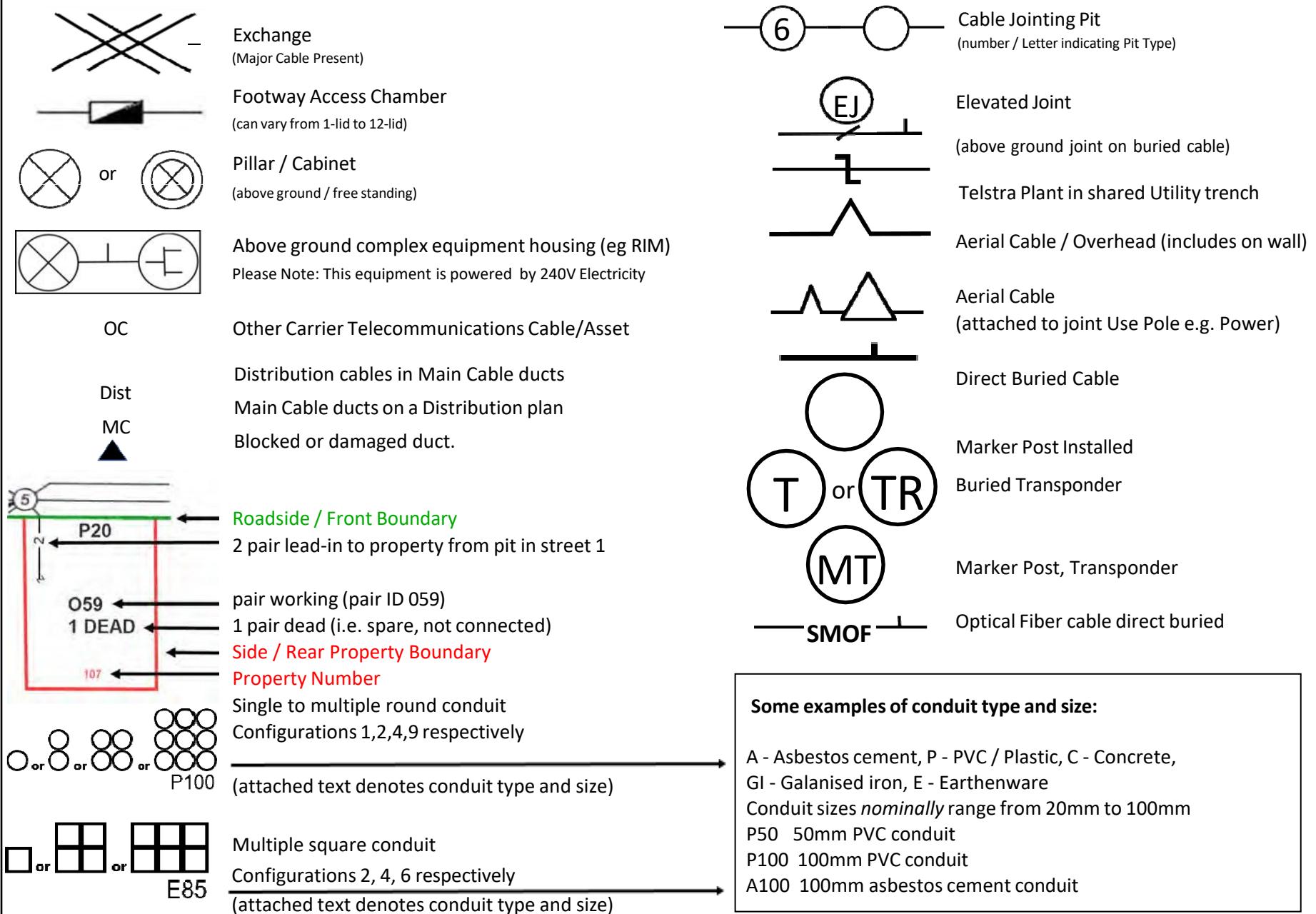
Information for new developments (developers, builders, homeowners)

<https://www.telstra.com.au/smart-community>

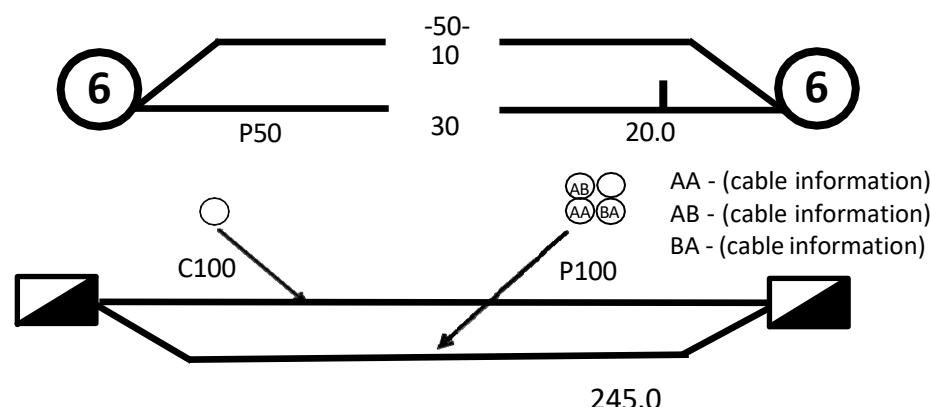
# LEGEND



For more info contact a [Certified Locating Organisation](#) or Telstra Plan Services 1800 653 935



Some Examples of how to read Telstra Plans



One 50mm PVC conduit (P50) containing a 50-pair and a 10-pair cable between two 6-pits. approximately 20.0m apart, with a direct buried 30-pair cable along the same route

Two separate conduit runs between two footway access chambers (manholes) approximately 245m apart A nest of four 100mm PVC conduits (P100) containing assorted cables in three ducts (one being empty) and one empty 100mm concrete duct (C100)



**CERTIFIED  
LOCATOR**  
www.dbydlocator.com

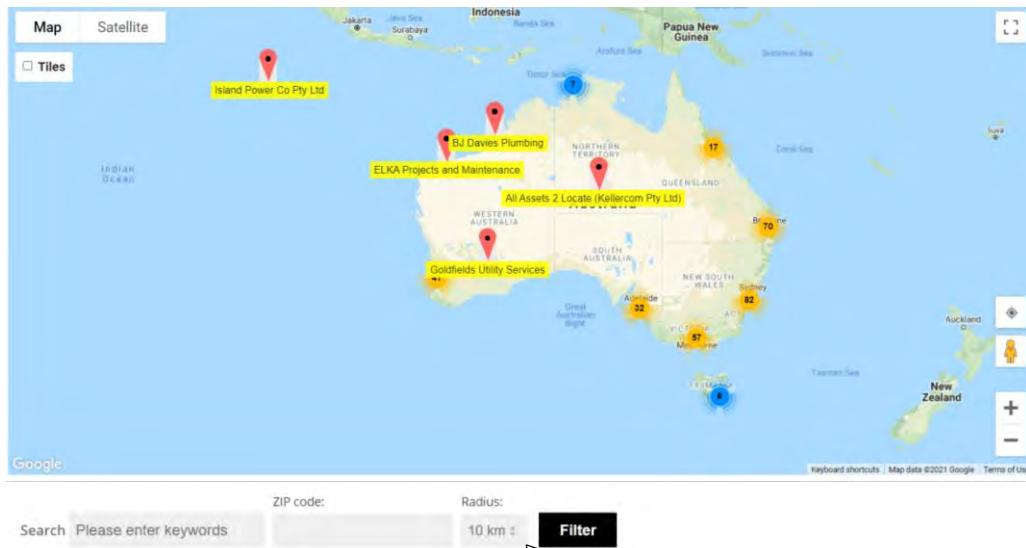
## Certified Locating Organisations (CLO)

Find the closest CLO to your worksite on: <https://dbydlocator.com/certified-locating-organisation/>

Read the disclaimer and click:

Accept and Search Now

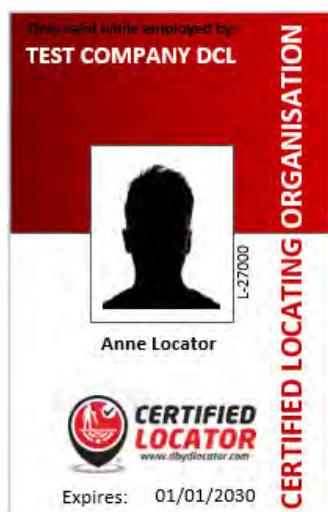
A national map and an A-Z list of Certified Locating Organisations is displayed.



Use the map to zoom to your work area and choose the closest Locator indicated.

OR search by entering the **postcode** of your work area.

1. **Enter the post/zip code**
2. **Choose your search radius**
3. **Click filter** (If there is no result, you may have to increase the search radius)
4. **Click on the closest for CLO details or view the results displayed below the map**



Locator skills have been tested, and the Organisation has calibrated location and safety equipment.

Telstra is aware of each Certified Locating Organisation and their employee locators.

**Only a DBYD Certified Locator registered with a Certified Locating Organisation is authorised to access Telstra network for locating purposes.**

Each Certified Locator working for a CLO is issued with a photo ID Card, authorising them to access Telstra pits and manholes for the purpose of cable and plant locations.

Please ask to see your Locators' CLO ID Card.



# Before You Dig Australia

## Think before you dig

This document has been sent to you because you requested plans of the Telstra network through Before You Dig Australia (BYDA).

If you are working or excavating near telecommunications cables, or there is a chance that cables are located near your site, you are responsible to avoid causing damage to the Telstra network.

Please read this document carefully. Taking your time now and following the steps below can help you avoid damaging our network, interrupting services, and potentially incurring civil and criminal penalties.

Our network is complex and working near it requires expert knowledge. Do not attempt these activities if you are not qualified to do so.



# Useful information

## Further Information



Cable Plan enquiries  
1800 653 935 (AEST business hours only)



[Telstra.Plans@team.telstra.com](mailto:Telstra.Plans@team.telstra.com)

Information on how to find cables and request asset relocations:



<https://www.telstra.com.au/consumer-advice/digging-construction>

Opening Digital Plan Attachments. Asset Plan Readers:



PDF [Adobe Acrobat Reader DC Install for all versions](#)  
**DWF Map Files (all sizes over A3)**  
[Autodesk Viewer \(Browser\)](#) or  
[Autodesk Design Review \(Microsoft Windows\)](#)

## Report any damage immediately



<https://www.telstra.com.au/forms/report-damage-to-telstra-equipment>

13 22 03



If you receive a message asking for an account or phone number say  
"I Don't have one"  
Then say, "Report Damage" and listen to the prompts.

## Relocating Telstra Assets

If your project requires the relocation of a Telstra asset, please contact the Telstra Network Integrity Group:



1800 810 443 (AEST business hours only)



[NetworkIntegrity@team.telstra.com](mailto:NetworkIntegrity@team.telstra.com)

Never try to move or alter our network infrastructure without authorisation. By law, only authorised people can work on our assets or enter a facility owned or operated by us. Any interference, including unauthorised entry or tampering, may result in legal action.



## Certified Locating Organisation (CLO)

Engage a CLO



Find your Closest CLO to identify, validate and protect Telstra Assets before you commence your work.

<https://dbydlocator.com/certified-locating-organisation/>



## 1. Plan

Plan your work with the latest plans of our network.

Plans provided through the BYDA process are indicative only\*.

This means the actual location of our asset may differ substantially from that shown on the plans.

Refer to steps 2 and 3 to determine actual location prior to proceeding with construction.



## 2. Prepare

Engage a DBYD Certified Locating Organisation (CLO) via [dbydlocator.com](http://dbydlocator.com) to identify, validate and protect Telstra assets before you commence work.



## 3. Pothole

Validate underground assets by potholing by hand or using non-destructive vacuum extraction methods.

Electronic detection alone (step 2) is not deemed to validate underground assets and must not be used for construction purposes.

If you cannot validate the Telstra network, you must not proceed with construction.



## 4. Protect

Protect our network by maintaining the following distances from our assets:

- › 1.0m Mechanical Excavators, Farm Ploughing, Tree Removal
- › 500mm Vibrating Plate or Wacker Packer Compactor
- › 600mm Heavy Vehicle Traffic (over 3 tonnes) not to be driven across Telstra ducts or plant
- › 1.0m Jackhammers/Pneumatic Breakers
- › 2.0m Boring Equipment (in-line, horizontal and vertical)



## 5. Proceed

You can proceed with your work only once you have completed all the appropriate preparation, potholing and protection.

# Disclaimer and legal details



\*Telstra advises that the accuracy of the information provided by Telstra conforms to Quality Level D as defined in AS5488-2013.

It is a criminal offence under the Criminal Code Act 1995 (Cth) to tamper or interfere with telecommunications infrastructure.

Telstra will also take action to recover costs and damages from persons who damage assets or interfere with the operation of Telstra's networks.

By receiving this information including the indicative plans that are provided as part of this information package you confirm that you understand and accept the risks of working near Telstra's network and the importance of taking all of the necessary steps to confirm the presence, alignments and various depths of Telstra's network. This in addition to, and not in replacement of, any duties and obligations you have under applicable law.

When working in the vicinity of a telecommunications plant you have a "Duty of Care" that must be observed. Please read and understand all the information and disclaimers provided below.

The Telstra network is complex and requires expert knowledge to interpret information, to identify and locate components, to pothole underground assets for validation and to safely work around assets without causing damage. If you are not an expert and/or qualified in these areas, then you must not attempt these activities. Telstra will seek compensation for damages caused to its property and losses caused to Telstra and its customers. Construction activities and/or any activities that potentially may impact on Telstra's assets must not commence without first undertaking these steps. Construction activities can include anything that involves breaking ground, potentially affecting Telstra assets.

If you are designing a project, it is recommended that you also undertake these steps to validate underground assets prior to committing to your design.

This Notice has been provided as a guide only and may not provide you with all the information that is required for you to determine what assets are on or near your site of interest. You will also need to collate and understand all of the information received from other Utilities and understand that some Utilities are not a part of the BYDA program and make your own enquiries as appropriate. It is the responsibility of the entities undertaking the works to protect Telstra's network during excavation / construction works.

Telstra owns and retains the copyright in all plans and details provided in conjunction with the applicant's request. The applicant is authorised to use the plans and details only for the purpose indicated in the applicant's request. The applicant must not use the plans or details for any other purpose.

Telstra plans or other details are provided only for the use of the applicant, its servants, agents, or Certified Locating Organisation. The applicant must not give the plans or details to any parties other than these and must not generate profit from commercialising the plans or details.

Telstra, its servants or agents shall not be liable for any loss or damage caused or occasioned by the use of plans and or details so supplied to the applicant, its servants and agents, and the applicant agrees to indemnify Telstra against any claim or demand for any such loss or damage.

Please ensure Telstra plans and information provided always remains on-site throughout the inspection, location, and construction phase of any works.

Telstra plans are valid for 60 days after issue and must be replaced if required after the 60 days.

## Data Extraction Fees

In some instances, a data extraction fee may be applicable for the supply of Telstra information. Typically, a data extraction fee may apply to large projects, planning and design requests or requests to be supplied in non-standard formats. For further details contact Telstra Planned Services.

Telstra does not accept any liability or responsibility for the performance of or advice given by a Certified Locating Organisation. Certification is an initiative taken by Telstra towards the establishment and maintenance of competency standards. However, performance and the advice given will always depend on the nature of the individual engagement.

Neither the Certified Locating Organisation nor any of its employees are an employee or agent for Telstra. Telstra is not liable for any damage or loss caused by the Certified Locating Organisation or its employees.

Once all work is completed, the excavation should be reinstated with the same type of excavated material unless specified by Telstra

The information contained within this pamphlet must be used in conjunction with other material supplied as part of this request for information to adequately control the risk of potential asset damage.

When using excavators and other machinery, also check the location of overhead power lines.

Workers and equipment must maintain safety exclusion zones around power lines

**WARNING:** Telstra plans and location information conform to Quality Level 'D' of the Australian Standard AS 5488 - Classification of Subsurface Utility Information. As such, Telstra supplied location information is indicative only. Spatial accuracy is not applicable to Quality Level D. Refer to AS 5488 for further details. Telstra does not warrant or hold out that its plans are accurate and accepts no responsibility for any inaccuracy shown on the plans. **FURTHER ON SITE INVESTIGATION IS REQUIRED TO VALIDATE THE EXACT LOCATION OF TELSTRA PLANT PRIOR TO COMMENCING CONSTRUCTION WORK.** A plant location service is an essential part of the process to validate the exact location of Telstra assets and to ensure the assets are protected during construction works. The exact position of Telstra assets can only be validated by physically exposing them. Telstra will seek compensation for damages caused to its property and losses caused to Telstra and its customers.

## Privacy Note

Your information has been provided to Telstra by BYDA to enable Telstra to respond to your BYDA request. Telstra keeps your information in accordance with its privacy statement. You can obtain a copy at [www.telstra.com.au/privacy](http://www.telstra.com.au/privacy) or by calling us at 1800 039 059 (business hours only).

Referral  
240272477

Member Phone  
13 13 95

## Responses from this member

Response received Fri 7 Jun 2024 8.18am

File name	Page
Response Body	16
Maps.pdf	17
Coversheet - Assets Found.pdf	19
Information Brochure - Damage Prevention.pdf	20
Information Brochure - Legend.pdf	27

Date of Enquiry: 07/06/2024 10:16  
Notification No: 36856749 (Job No)  
Sequence No: 240272477

Customer's Name: Ken Markham  
Customer's Phone No: +61429647330  
Customer's Mobile No: Not Supplied

Address supplied for dig site location:  
28 Cheetham Way, Narembeen, WA

The Water Corporation respects individuals' privacy. Please see our privacy notice at [What about my privacy](#)

This Electronic Mail Message and its attachments are confidential. If you are not the intended recipient, you may not disclose or use the information contained in it. If you have received this Electronic Mail Message in error, please advise the sender immediately by replying to this email and delete the message and any associated attachments. While every care is taken, it is recommended that you scan the attachments for viruses. This message has been scanned for malware by Proofpoint.

FR FL

FR FL

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900  
100P-12

H20

H22  
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H24  
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100PRV

100set

100set

Scale: 1:750

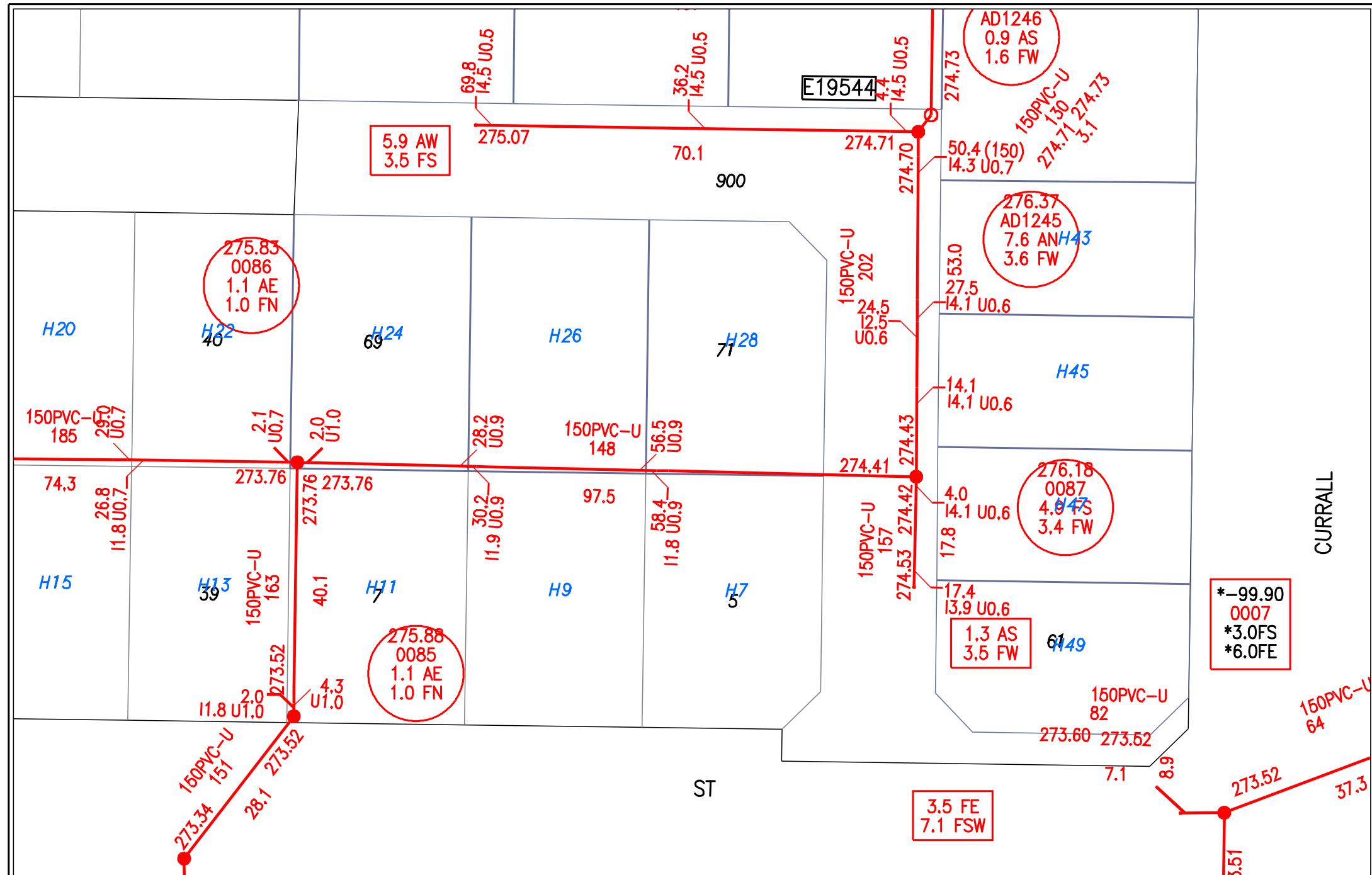
Centre Point: 118.395°, -32.059°

Sequence No: 240272477

Print Date: 07/06/2024 Page: 1 of 1



The Water Corporation has taken due care in the preparation of this map but accepts no responsibility for any inaccuracies or inappropriate use. This plan may be reproduced in its entirety for the purpose of site work planning but shall not otherwise be altered or published in any form without the permission of the Water Corporation. The Water Corporation may need to be advised of any planned ground disturbing activities near facilities on this map. Refer to Brochure - "Protecting Buried Pipelines". Please report any inaccuracies to Asset Registration Team by email to asset.registration@watercorporation.com.au.



# WATER CORPORATION UNDERGROUND ASSET DETAILS



629 Newcastle Street  
Leederville, WA, 6007

PO Box 100  
Leederville, WA, 6902

[www.watercorporation.com.au](http://www.watercorporation.com.au)  
13 13 95

## Requestor details

Ken Markham  
Shire of Narembeen  
1 Longhurst street  
Narembeen WA 6269  
Phone: +61429647330

**Sequence No:** 240272477  
BYDA Job No: 36856749  
**Enquiry Date:** 07/06/2024  
**Issue Date:** 07/06/2024

## Requested location details



**Address** 28 Cheetham Way  
Narembeen WA 6369

**Note:** The response for this enquiry has been interpreted from details in the picture location only

## Water Corporation asset impact

### PIPELINE FOUND

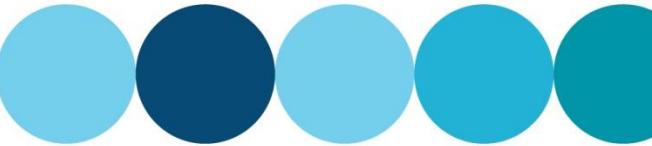
The area you requested contains one or more pipeline(s). See attached documents.

## Important

1. Plans show approximate location only – verify location by potholing before using powered machinery.
2. Please read all information and attachments.
3. All documents must be kept together and retained on site by the work team.
4. This information is valid for 30 days from date of issue.

# Protecting Buried Pipelines

## Information Brochure



### Important information for any work near Water Corporation Pipelines

**Working on or near Water Corporation pipelines can be dangerous. At all times the safety of the general public and your employees for your works remains your responsibility.**

The information contained in this brochure is for asset protection advice only. For advice concerning personnel safety, please refer to the Annex attached

Pipeline damage can be expensive, hazardous and highly disruptive to the community. If you are a planner, constructor, supervisor, excavator or work in a similar role this brochure has important information to help you plan your site work and ensure that Water Corporation pipelines are not damaged.

**All buried pipes must be visually identified before using powered machinery.**

### About Water Corporation Pipelines

The Water Corporation operates vast water, sewerage and drainage pipe networks throughout WA. At any given location there may be multiple pipes in the ground of different sizes, depths, alignments and materials.

**Many pipes operate at high pressures and flow rates.** The sudden release of large volumes of water under pressure may be dangerous to people in the vicinity and could lead to significant damage and community disruption.

**Water reticulation mains** are present in most streets with individual property services connected to these mains. These property services may be located by finding the property water meter. Property services are not marked on plans, however their presence should be anticipated.

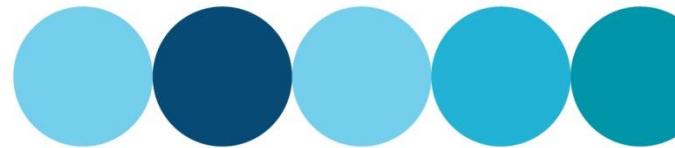
**Sewer Gravity Mains, Sewer Property Services and Drainage Gravity Mains** are present in many streets and are often within property boundaries. Gravity mains may be located by the presence of an access chamber or manhole along the line of the sewer. Sewer property services are not marked on plans however their presence should be anticipated. See "Private Property" below for more information.

**Other assets** associated with pipes are: anchor and thrust blocks, sampling points, valves, valve pits, cathodic protection systems, underground tanks, manholes, and flow measuring equipment.

Interfering with or damaging these assets can be hazardous. Some pipes operate at high pressures and volumes, and hazardous gases may be present.



***The Essential First Step.***



## How pipelines can be damaged

Pipes may be damaged by common construction activities such as excavating, drilling, boring, compaction, pile driving, movement of heavy loads, and operating cranes and vehicles.

Any damaged must be reported on **13 13 75** (24 hrs).

## How to avoid damage

Damage can be avoided by carefully planning and conducting the work. Apply the 4-Ps: Plan - Pothole - Protect – Proceed.

Will the work possibly...?	Examples
a) cause <b>direct contact</b> in any way with a pipeline (including any minor contact with the protective coating)	Scraping with an excavator bucket or directional drilling head.
b) <b>involve digging near</b> to pipe or otherwise disturbing pipe foundations, bedding or other support	A crossing over or under a pipe.
c) cause <b>subsidence</b> of a pipeline, supporting material or structures	Excavating long or deep close to a pipe.
d) cause <b>high loads</b> to be applied to a pipeline or soil cover	Heavy vehicles and material stockpiles.
e) result in <b>high impacts, shock or vibration</b> near to or directly on a pipeline	Heavy vibratory compaction, pile driving, blasting & dropping heavy loads
f) <b>limit access</b> for future works or maintenance	Installing facilities too close to pipelines.
g) cause <b>electrical currents</b> to be applied to induced in a pipeline	Trenchless underground power installation.
h) interfere with <b>cathodic protection systems</b>	Direct damage to cables or affecting voltage potentials

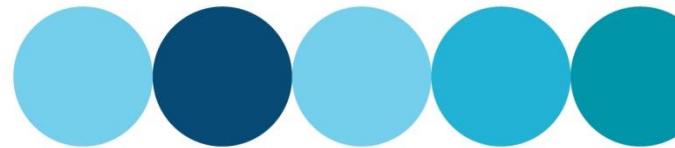
### 1 - Plan

Before starting site work, request plans from the free **Dial Before You Dig** service. Plans usually will be provided within 2 days. (Mailed responses may take longer.)

Read and fully understand the plans and any other information provided.

Assess the risks and plan your work to avoid damage and other interference. Use the table above as a guide:

Remember plans (including the location of pipes and other assets) are approximate only. You must use safe and proper procedures to locate the exact location of Water Corporation assets including potholing (see 2 below).



**The Water Corporation must be notified prior to starting work in some instances – see below.**

## **2 - Prepare**

Prepare by looking for onsite asset and infrastructure clues such as pit lids, marker posts and meters. Engagement of a DBYD Certified Locator is strongly recommended, which includes undertaking an electronic location survey prior to potholing.

## **3 - Pothole**

Pothole by hand and visually confirm pipe location and depth before excavating with powered machinery. Pipes are not always at the exact location shown on plans and may not follow straight lines or constant depths..

## **4 – Protect**

Use the appropriate measures to prevent pipe damage such as:

- Conducting a detailed utilities survey
- Choosing an alternative excavation or drilling site
- Marking the assets using flags, markings, barricades, signs, or bunting
- Choosing appropriate equipment and ensuring it will be used with care
- Choosing site specific work methods such as excavation planning, supervision, use of spotters, hand digging and shoring.
- Engaging the Water Corporation for site assistance if necessary (charges apply).
- Ensuring site workers are aware of pipes and protection requirements.

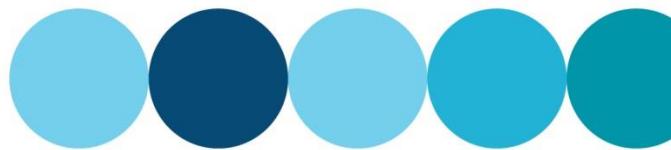
## **5 - Proceed**

After you have completed the planning and preparation and have established the steps to prevent damage you can proceed – carefully.

Continue to monitor work for changes.

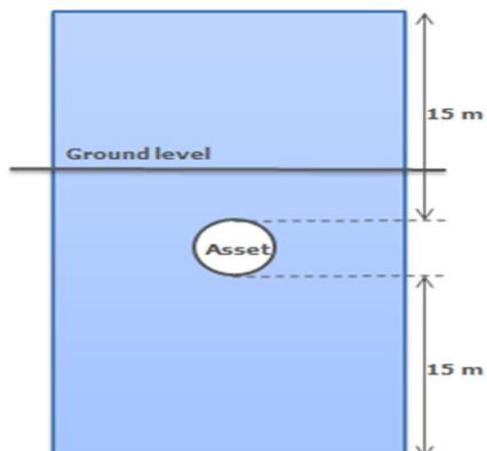
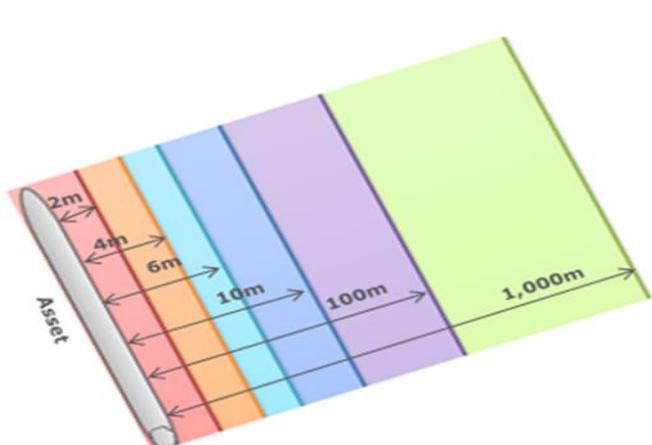
## **Notification of intention to work near Water Corporation pipelines**

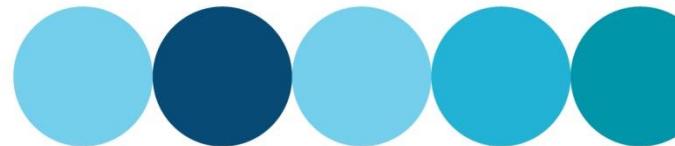
Whether you are a property owner, contractor or developer, and you intend to **excavate** or do other **ground disturbing work** near Water Corporation pipelines as listed below you may require approval before working near our assets. It is **strongly recommended** that you notify the Water Corporation. Contact **13 13 75** at least **5 working days** prior to commencing work to discuss plans with a technical advisor. The technical advisor may require a damage risk assessment. This will usually be conducted in a face-to-face meeting at one of our offices. In straight forward cases the assessment may be conducted over the phone. This risk assessment will enable you to be better prepared to undertake the work without causing damage.



Under Section 90 of the *Water Services Act 2012*, we require you to request approval if your proposed works are in, on, over, under or within the Prescribed Proximities to our assets. The Prescribed Proximities are summarised in the table below

Type of works	Asset type	Asset size	Prescribed Proximity (distance from the asset)
Ground disturbing works Including movement of heavy vehicles, ground compaction, dewatering, earthworks, open and trenchless excavations	Sewer pipelines	All	2 m
	Main drains	All	
	Water supply pipelines	< 300 mm diameter	4 m
	Water supply pipelines	≥ 300 mm diameter	
	Sewer pressure mains	All	6 m
	Drainage pressure mains	All	
Buildings, structures and other obstructions Including residential/commercial/industrial buildings, pools, sheds, carports, transport infrastructure, services, equipment installed on our assets, stockpiles, ground anchors, large trees	All assets	All	10 m both sides of the asset 15 m above & below the asset
Pile driving	All pipelines	All	100 m
Blasting	All pipelines	All	1,000 m





#### Work that does not require approval

- Light weight structures, fences and walls than can be readily removed
- Planting and removing trees that have a mature height of less than 5 m

**Note that requirements still apply to these types of works – refer to the Water Corporation Technical Guidelines**

In accordance with the Act:

*A person must not:*

- *Erect, construct, install, place or demolish any building, plant, wall, fence or other obstruction in, on, over or under, or within the prescribed proximity to water service works of a licensee, except in accordance with the approval of the licensee.*
- *Drill, bore, excavate or use impact equipment within the prescribed proximity to water service works, of a prescribed kind, of a licensee, or engage in any other activity within the prescribed proximity that may damage those works, except in accordance with the approval of the licensee.*

*Penalty for an individual: a fine of up to \$10,000*

The Prescribed Proximities have been established to protect our assets and your work from damage, as well as to ensure that you avoid costs and inconvenience associated with ceasing, demolishing, removing or altering your work as necessary to protect our assets.

In most instances work conducted outside of the Prescribed Proximities will have no impact on our assets, however in all situations you must still assess the risk of potential damage associated with your work. If you have any doubts about the potential for your work to cause damage email us at [POS\\_enquiries@watercorporation.com.au](mailto:POS_enquiries@watercorporation.com.au).

**For assistance with information** on Water Corporation assets supplied through Dial Before You Dig call **13 13 95** between 8 am and 5 pm weekdays.

**On-site locations** - If you cannot locate a Water Corporation asset on-site call **13 13 75** (all hours) to request an on-site location which may be arranged where possible. Charges apply. See also Underground Service Locators in the Yellow Pages®.

**Private Property** - For additional information about private services contact **13 13 95** between 8 am and 5 pm weekdays.

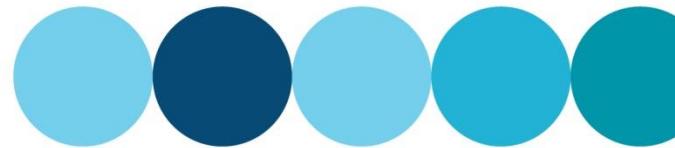
Plans of private property sewers may be available at cost from any Water Corporation Business Office or the Master Plumbers Association.

Building approval is required from the Water Corporation for new buildings, building improvements, parapet walls, retaining walls and swimming pools.

The service pipe between the water meter and the house or external tap is the owner's responsibility. It is recommended that this pipe be located by hand digging.

## Further information

- Dial Before You Dig: [www.1100.com.au](http://www.1100.com.au)



- Guidelines for Working Near Water Corporation Pipelines. Available from [www.watercorporation.com.au](http://www.watercorporation.com.au). (Look under *Your business - Working near pipelines*.)
- Utility Providers Code of Practice for Western Australia. Available from: [www.mainroads.wa.gov.au/UsingRoads/RoadTrafficInformation/Pages/WorksOnMainRoads.aspx](http://www.mainroads.wa.gov.au/UsingRoads/RoadTrafficInformation/Pages/WorksOnMainRoads.aspx)

## Safety - Your Responsibility

**At all times the safety of the general public and your employees for your works remains your responsibility.**

- You therefore have to determine how to best conduct your work near our asset while ensuring that you maintain a safe system of work at all times.
- You have a duty or care to ensure that your works do no damage or interfere with our assets or cause hazards to any party.

## Potential Hazards

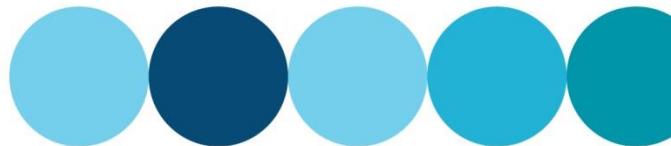
Potential hazards associated with Water Corporation assets include, but are not limited to:

- Large forces associated with the release of water or wastewater under high pressure
- Rapid release of large volumes of water which may lead to drowning or traffic hazards
- Biohazards associated with contact with wastewater
- Exposure to asbestos (asbestos cement pipe and asbestos in some pipe wrapping)
- Exposure to toxic gasses in the wastewater system
- Exposure to hazardous wastes discharged by various industries to the wastewater system
- Ignition of combustible gasses in the wastewater system
- Fall hazards associated with accessing access chambers or high structures
- Electric shock hazards arising from Electrical infrastructure in the vicinity of pipelines, electrical faults or lightning
- Secondary hazards arising from damage or disruption to other structures or services due to damaged pipelines

Occasionally our assets also fail for reasons that are unrelated to third party works (such as from aging, corrosion or mechanical failures) which can also have hazardous impacts.

## Authorised Access Only

Unauthorised interference with Water Corporation sewers and other assets (including uncovering, opening or repairing) is prohibited and may result in prosecution under the *Water Services Act 2012 (WA)*.



## Responsibility

Parties are also responsible for all **OSH and public safety requirements** associated with their works. All works must be carried out in accordance with the relevant acts, regulations standards and codes of practice, as well as arranging any approvals, clearances etc required by other agencies

## Liability

Under Section 90 of the Water Service Act: *A person must not drill, bore, excavate or use impact equipment within the prescribed proximity to water service works, of a prescribed kind, of a licensee, or engage in any other activity within the prescribed proximity that may damage those works, except in accordance with the approval of the licensee.*

**Penalty: a fine of \$10 000**

## Disclaimer

Any plans or other information provided by Water Corporation must be used as a guide only. Plans (including the location of pipes and other assets) are approximate only and it is your responsibility to locate the exact location of Water Corporation assets before commencing work. Water Corporation does not warrant or make any representation as to the accuracy, completeness, reliability, currency, quality or fitness for purpose of any plans or other information (including, but not limited to, the accuracy of the scale of, or the location of, anything shown on any plan or diagram).

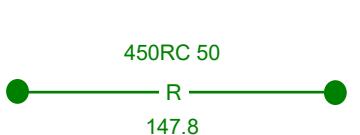
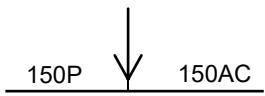
# Plan Legend (summary)

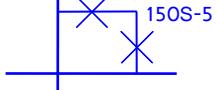
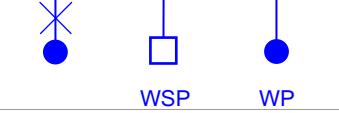
## INFORMATION BROCHURE



This legend is provided to [Dial Before You Dig](#) users to assist with interpreting Water Corporation plans. A more detailed colour version can be downloaded from [www.watercorporation.com.au](http://www.watercorporation.com.au). (Your business > Working near pipelines > Downloads)

**WARNING -** Plans may not show all pipes or associated equipment at a site, or their accurate location. Pothole by hand to verify asset location before using powered machinery.

	<p><b>WATER, SEWERAGE AND DRAINAGE PIPELINES</b></p> <p><b>CRITICAL PIPELINE</b> (thick line) <b>EXTRA CAUTION REQUIRED</b> A risk assessment may be required if working near this pipe. Refer to your <a href="#">Dial Before You Dig</a> information or call 131375.</p>														
<p><b>CANNING TRUNK MAIN</b></p>	<p>Pipes are not always labelled on plans as shown here – assume all pipes are significant and pothole to prove location and depth.</p> <p>P.M. pressure main M.S. main sewer R rising main (i.e. drainage pressure main)</p>														
<p><b>100AC GEYER PL P.M. AG47</b></p>															
	<p><b>Common material abbreviations:</b></p> <table> <tr><td>AC</td><td>asbestos cement e.g. 100AC NOTE: AC is brittle and is easily damaged.</td></tr> <tr><td>CI</td><td>cast iron</td></tr> <tr><td>GRP</td><td>glass reinforced plastic</td></tr> <tr><td>P</td><td>PVC - class follows pipe material (e.g. 100P-12)</td></tr> <tr><td>RC</td><td>reinforced concrete</td></tr> <tr><td>S</td><td>steel</td></tr> <tr><td>VC</td><td>vitrified clay</td></tr> </table>	AC	asbestos cement e.g. 100AC NOTE: AC is brittle and is easily damaged.	CI	cast iron	GRP	glass reinforced plastic	P	PVC - class follows pipe material (e.g. 100P-12)	RC	reinforced concrete	S	steel	VC	vitrified clay
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<p><b>(3.0)</b></p>	<p><b>NON-STANDARD ALIGNMENT</b> Pipes are not always located on standard alignments due to local conditions. (i.e. Other than 2.1 m for reticulation mains and 4.5 m for distribution mains.)</p>														
<p><b>MWA12345 or PWD12345 or CK43</b></p>	<p><b>OTHER PIPE SYMBOLS</b> Other numbers or codes shown on pipes are not physical attributes. These are Water Corporation use only.</p>														
<p><b>CONC ENC</b></p> <p><b>100S SL</b></p> <p><b>5.0 225SU 20.0</b></p>	<p><b>CONCRETE ENCASEMENT, SLEEVING AND TUNNELS</b> May be in different forms: steel, poured concrete, box sections, slabs.</p> 														
<p><b>150AC</b>  <b>150AC</b></p>	<p><b>CHANGE INDICATOR ARROW</b> Indicates a change in pipe type or size. e.g. 150mm diameter PVC to 150mm diameter asbestos cement (AC).</p>														
	<p><b>PIPE OVERPASS</b> The overpass symbol indicates the shallower of the two pipes.</p>														
<p><b>150DAV</b>  <b>250PRV</b></p> <p> <b>100SC</b> </p>	<p><b>VALVES</b> Many different valve types are in use. Valve may be in a pit or have a visible valve cover. There may be no surface indication.</p> <p>Valves may be shallower than the main or offset from it. e.g. A scour valve (SC) may have a pipe coming away from main pipeline on the opposite side to that indicated on the plan.</p>														

 <b>100P-DOMS</b>  <b>100S FS</b>	<p><b>FIRE SERVICES</b>  100 mm polythene domestic (DOMS) service  FS Fire service  FHS Fire hydrant service  Hydrant may be visible external to the building. Even if not visible a substantial fire service may still be present.</p>
 <b>150S-5</b>	<p><b>PIPE BYPASS</b>  Bypass will not be on the same alignment as the main pipeline.</p>
	<p><b>CATHODIC PROTECTION (CP)</b>  Buried CP equipment may be located some distance from the pipeline being protected interconnected by buried cable. All CP fittings may not be visible.  A buried anode – various sizes and configurations  TP test point - may be visible on a post or in-ground  TR transformer rectifier</p>
	<p><b>ACCESS TEE OR MANHOLE OR SERVICE ACCESS PIT</b>  <b>NOTE:</b> Opening any manhole or pit is dangerous and is prohibited.  Below ground. May not be any visible signs at ground level or may be located in a pit.</p>
	<p><b>WASTEWATER ACCESS CHAMBERS (MANHOLES)</b>  -- Manhole (shown not labelled)  -- Tee or maintenance shaft (shown not labelled)  MS maintenance shaft (labelled)  <b>WARNING:</b> Opening any manhole or pit is dangerous and is prohibited.</p>
	<p><b>WASTEWATER MANHOLE INFORMATION BOXES</b>  Square non-trafficable Do not drive vehicles over or place loads.  Round trafficable  In general if not located in the road treat as if non-trafficable.</p>
 <b>Manhole</b>	<p><b>HAZARDOUS MANHOLE</b>  Indicates a potential health hazard from risk of exposure to toxic waste.  <b>WARNING:</b> Opening any manhole is dangerous and is prohibited.</p>
	<p><b>FLOWMETER</b>  Various types of flow meters located in a pit. May be labelled with identifier. (e.g. 50 MFM, 50MM)</p>
	<p><b>STANDPIPE, WATER SAMPLING POINT (WSP), WATER SUPPLY POINT (WP)</b>  May be located adjacent to mains. Usually there will be some visible indication.</p>
	<p><b>Hydrant</b> May not be visible.  <b>Hydrant Tee</b> May not be visible.  <b>Pillar hydrant</b> Visible</p>
	<p><b>PRE-LAID SERVICES</b>  D Deferred  FL Fully Prelaid Left  FM Fully Prelaid Front Middle  FR Fully Prelaid Right  L Left  R Right</p> <p>Code indicates on which side of a lot the water service is located:  May be no visible indication at site.</p>
<p><b>SOUTH PERTH PS1</b></p> 	<p><b>SEWER OR DRAINAGE PUMP STATION</b>  Several pipes and a pressurised main will be in the vicinity.</p>
<p>3.9 1:2.7</p> 	<p><b>OPEN CHANNEL</b>  OA Landscaped  OE Normal Open Earth  OF Open channel with flood levee  OH Half Pipe  OL Lined Channel  OS Swale-Shallow Depression  OW Natural Water Course</p> <p>Drainage structures, even if dry, must be kept clear of any obstruction such as sand stockpiles.</p>

Referral  
240272478      Member Phone  
13 10 87

## Responses from this member

**Response received** Fri 7 Jun 2024 8.19am

File name	Page
Response Body	30
HVLV Map - SEQ 240272478.pdf	31
Safety Brochure.pdf	32
Overhead Map - SEQ 240272478.pdf	38
Coverletter - Assets Found.pdf	39

Thank you for your Dial Before You Dig enquiry.

Job number - 36856749

Sequence Number - 240272478 - Planning & Design, Subdivision

Dig site location

28 Cheetham Way

Narembeen

WA 6369

Attention Ken Markham,

Attached are the files containing Western Power information relating to your recent Dial-Before-You-Dig request. Please read and understand all the attached documentation provided and call 1300 769 345 if you have any queries.

Please DO NOT SEND A REPLY to this email as it has been automatically generated and replies are not monitored.

Note: If you have received this email in error, please advise by calling 1300 769 345 and quote the enquiry number.

If you are unable to launch any of the files for viewing and printing, you may need to download and install free viewing and printing software such as-

Adobe Acrobat Reader (for PDF files).

<http://www.adobe.com/products/acrobat/readstep2.html>

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Electricity Networks Corporation, trading as Western Power

ABN: 18 540 492 861

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Any claim to confidentiality is not waived or lost by reason of mistaken transmission of this email.

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VIRUSES - Western Power scans all outgoing emails and attachments for viruses, however it is the recipient's responsibility to ensure this email is free of viruses.

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**UNDERGROUND LEGEND**
**Structures**

- Pillar
- Metal Pole
- ▲ Transformer Site
- UG Crossing \*
- Ring Main Unit
- LV Distribution Frame

**Distribution Cables**

- High Voltage Cable (1kV - 33kV)
- Low Voltage Cable (< 1kV)
- Street Light Circuit (< 1kV)
- Street Light Pilot (< 1kV)
- - - Earth Wire

**Cable Pole Terminations**

- ▲ HV Termination
- ▼ LV Termination

**Proposed Construction Assets**

- Design Area \*
- High Voltage Underground Cable
- Low Voltage Underground Cable
- Metal Pole
- Pillar
- ▲ HV Termination
- ▼ LV Termination
- ▲ Transformer site

**State Underground Power Project**

- CURRENT Work Area \*
- COMPLETED Area \*

**Feature**

- Area of Interest

\* Please refer to coversheet

Privately owned cables NOT SHOWN (including house services)

This map is INDICATIVE ONLY.  
Hand exposure via pothole method is MANDATORY.

Telephone Support: 1300 769 345  
Mon to Fri - 08:00 to 16:30

Information valid for 30 days from date of issue

A4 Scale : 1:1500

**WARNING! Look out for overhead power lines**



# Working safely around the Western Power network



**The information in this fact sheet has been developed for use in conjunction with the standards, guidelines and codes of practice applicable to your industry, and to allow you to put adequate risk management procedures in place before working around electrical network assets.**

**To reduce the risk, Western Power recommends you plan for works away from network assets as a priority.**

## Occupational safety and health obligations

Working around electricity, whether underground or overhead, is high risk work. A person in control of the work area must ensure that no person, plant or materials enters the danger zone of an overhead powerline or other electrical network assets. The danger zone is set out in the Occupational Safety and Health Regulations 1996 – Reg 3.64.

Furthermore, if there is a risk that work conducted at a workplace might interfere with any electrical services the person having control of the site must:

- Establish the location of the service/s that might be affected
- Have an accurate diagrammatic representation of the service that might be impacted by works, at the workplace before work commences

(Occupational Safety and Health Regulations 1996 – Reg 3.21)

Any information provided to you by Western Power should not be used in isolation. **Refer to the Occupational Safety and Health Act 1984 and Occupational Safety and Health Regulations 1996, which outline the Worksafe WA requirements for working near electricity.**

## Obtaining network asset information

It is essential to know the location and voltage of any underground power cables and overhead network assets in the vicinity of your work area to assess the risk and carry out work safely. Information on both overhead and underground network assets can be obtained, free of charge from Dial Before You Dig at 1100.com.au or freecall 1100.



## Working near electricity process

<b>1</b>	Seek out asset information: <b>Submit a Dial Before You Dig enquiry on 1100.com.au</b> or freecall 1100 to determine the location and voltage of Western Power overhead and underground network assets
<b>2</b>	Perform an <b>onsite inspection</b> – existence, location, alignment of assets that could be impacted by your works
<b>3</b>	Conduct a <b>job risk assessment</b> and safe work method statement to determine if works can be completed outside of the danger zone/s
<b>4</b>	<b>Consider your options</b> , if works cannot be completed outside of the danger zone/s, contact Western Power to establish what services are available to ensure that you can complete your works safely
<b>5</b>	<b>Follow the 4 P's of excavation: Plan, Pothole, Protect and Proceed</b> , for any works in proximity to underground network assets. Visit Dial Before You Dig at 1100.com.au or freecall 1100 for further advice on 'safe excavation' practices.

## Options for works within the danger zone

Western Power offers services that may assist where your detailed job risk assessment and safe work method statement has determined you are unable to work outside of the danger zone. These services are listed below.

<b>Distribution network assets</b> (0 – 33,000 volts)	Aerial visual covers (tiger tails)	<ul style="list-style-type: none"><li>Available for installation on low voltage powerlines only, up to 1,000 volts</li><li>Does not provide insulation or reduce the danger zone</li></ul>
	Isolation or de-energisation	<ul style="list-style-type: none"><li>Ensures work can be undertaken within the danger zone/s safely</li><li>Cost and time implications apply</li></ul>
	Relocation or removal	<ul style="list-style-type: none"><li>Ensures work and/or event activity can be undertaken safely</li><li>Cost and time implications apply</li></ul>
<b>Transmission and communication network assets</b> (33,000 – 330,000 volts)	Relocation	<ul style="list-style-type: none"><li>Ensures work and/or event can be undertaken safely</li><li>Cost and time implications apply</li></ul>
	Isolation	<ul style="list-style-type: none"><li>Ensures work can be undertaken within the danger zone/s safely</li><li>Cost and time implications apply</li></ul>
	Clearance assessments	<ul style="list-style-type: none"><li>Ensures work can be undertaken within the danger zone/s safely</li><li>Ensures clearances required Australian Standards</li></ul>
	Earth potential rise/ low frequency induction studies	<ul style="list-style-type: none"><li>Provides a network based review of your studies</li><li>Cost and time implications apply</li></ul>
	Provision of technical data	<ul style="list-style-type: none"><li>Provides specific network data that may be useful for your job risk assessment/safe work method statement</li><li>Cost and time implications apply</li></ul>
	Civil/ structural assessments	<ul style="list-style-type: none"><li>Ensure the works will not impact network assets</li><li>Cost and time implications apply</li></ul>

See [westernpower.com.au](http://westernpower.com.au) for information, costs and schedules

## In case of emergency

1. In a life threatening emergency, **call emergency services on 000** as a priority
2. For all other electrical emergencies, or after you have called 000, call Western Power's 24/7 emergency number on **13 13 51**

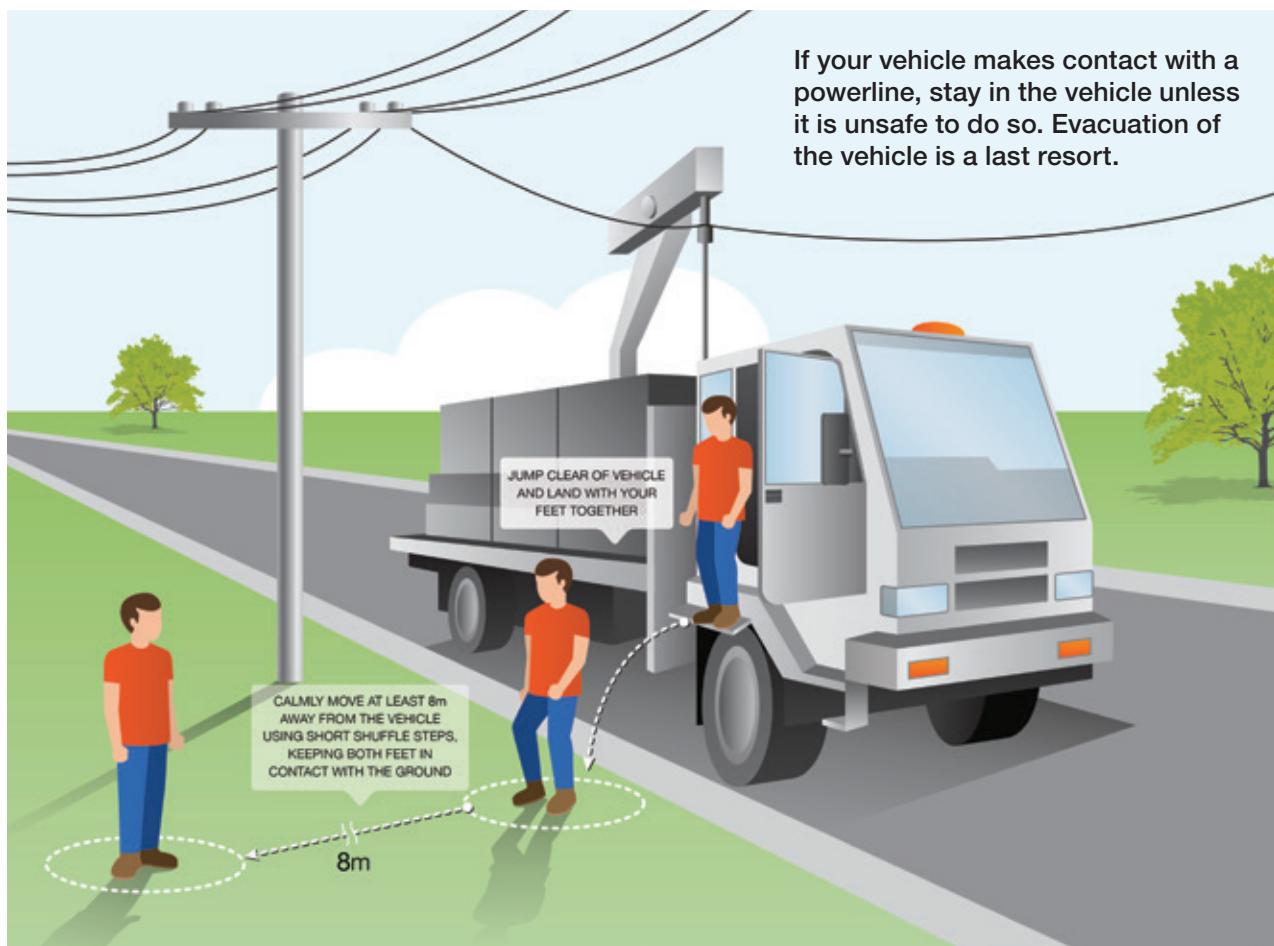
## When is it an emergency

- There is a fire on or near the Western Power network
- Powerlines are on the ground, low hanging, dangling, clashing together or arcing
- A pole has fallen or is leaning and sparking
- An underground cable, green dome or padmount transformer (green kiosk) is damaged or has exposed wires

- A substation door or gate is open
- You feel tingling or shocks from taps or appliances

## If you see an emergency involving Western Power electrical assets

1. Call emergency services on 000
2. Call Western Power on 13 13 51
3. Keep bystanders clear – at least 8m from any impacted network assets
4. Wait for Western Power to attend to make the area safe
5. All instances of electric shock and or electrocution need to be reported in to EnergySafety on Freecall 1800 678 198



## What to do if you are in a vehicle in contact with electricity

1. Turn the vehicle off and try to stay calm
2. Advise any bystanders not to approach and to remain at least 8m away from the vehicle and any downed electrical assets
3. It is safe to use your mobile phone, whilst in the vehicle, to call 000 and 13 13 51
4. Stay in the vehicle unless it is unsafe to do so due to fire or other life threatening circumstances.
5. Evacuating a vehicle in contact with powerlines is extremely dangerous and should be avoided if possible

6. If you are forced to evacuate, jump clear of the vehicle, landing with both feet together. Do not touch the ground and the vehicle at the same time as this may create a path for electricity to flow to earth through your body, which could electrocute you.
7. Slowly shuffle at least 8m away, do not run or lift your feet
8. Do not return to the vehicle until the area has been declared safe
9. You may need to quarantine the vehicle for 24 hours and have the tyres professionally examined or replaced
10. If you receive an electric shock, seek medical advice even if you are not injured

## Working around overhead network assets

It is a legislative requirement for third parties to Western Power to work outside the danger zones. A danger zone is a specific area surrounding live electrical apparatus that ordinary persons, equipment and materials must not enter. The size of the danger zone is determined by the voltage of the electrical apparatus.

If your works enter the danger zone as prescribed in Regulation 3.64 of the Occupational Safety and Health Regulations 1996, or you make contact with the network, you may be prosecuted and be liable for any damage to the network. It is Western Power's obligation to inform Worksafe WA of any non-compliance concerns.

### Always

- Establish the location and voltages of network assets in your work area to determine the required clearances by contacting Dial Before You Dig
- Check the height of loads
- Determine the extension, reach and height of equipment
- Use a competent spotter to ensure clearances are maintained

### Where possible

- Do not lift loads directly underneath powerlines
- Do not lift loads over powerlines
- Establish your lay down area, site storage and disposal points away from the Western Power network

## Working around underground electrical network assets

Digging, excavating, drilling and other underground works can be life threatening if the risks are not managed appropriately. Accidental contact with electrical network assets can also leave an entire community without essential services.

For the location and voltage information of all underground network cables submit a Dial Before You Dig enquiry at 1100.com.au or freecall 1100 at least two days before commencing works.

## Minimum approach distances for underground works

You should only commence digging once you have identified and proved the location of underground services. Western Power requires you to meet the following minimum approach distances

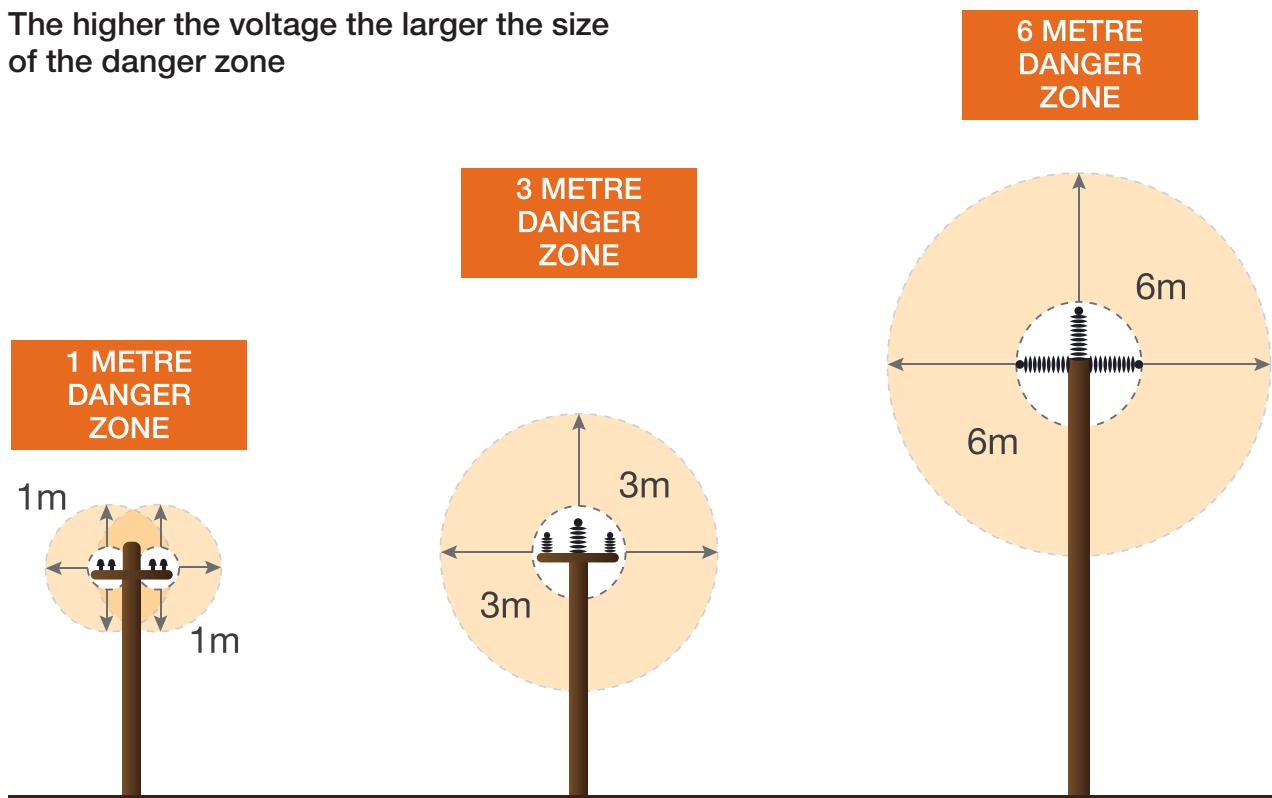
Nominal voltage	Minimum approach distance	
	Power tool or plant	Non-powered hand tool/ non-destructive digging
Up to and including 1,000V	30cm	Approach with care, avoid contact
1,000V up to and including 33kV	50cm	
Greater than 33kV up to and including 132kV	3m*	

## Guidelines for undertaking excavation work

1. Follow the 4 Ps process: Plan, Pothole, Protect and Proceed. For further guidance on safe work practices relevant to your industry contact Worksafe WA or your industry association.
2. Contact Dial Before You Dig to obtain a cable location plan – Free call 1100 or visit [1100.com.au](http://1100.com.au). Plans supplied include overhead powerline and underground cable voltage information which is used to determine minimum approach distances.
3. Determine if the proposed excavation is within the minimum approach distance of any underground cables and/or overhead powerlines using your industry standards, codes of practice and guidelines regarding safe excavation.
4. Consider the operating height and reach of any excavation equipment to ensure that it does not enter the danger zone for overhead powerlines.
5. Engage a qualified underground service locating professional to confirm the locations of known and any unknown underground services in the work area.
6. Determine the collapsible area of the proposed excavation.
7. Pothole by hand or other non-destructive means to remove small amounts of soil to prove the location and depth of underground services. Check that no services have been exposed after each shovel load.
8. Only use mechanical excavation after all services have been identified and exposed.
9. Proceed with care.
10. Stop work and call Western Power on 13 10 87 if you are unable to locate an underground cable, encounter any issues associated with the underground network such as damaged insulation or cables or in the event that you discover a cable not shown on your plan.

Further guidance on safe excavation in WA is provided in *WorkSafe's Excavation Work Code of Practice 2013*.

The higher the voltage the larger the size of the danger zone



Distribution  
low voltage  
0 to 1,000 volts

Distribution  
high voltage  
> 1,000 to 33,000 volts

Transmission  
high voltage  
>33,000 to 330,000 volts

\* Stickers illustrating the danger zones can be ordered for free by contacting [communityenquiries@westernpower.com.au](mailto:communityenquiries@westernpower.com.au)

## Oversize vehicle movements

Transporting oversized loads can be dangerous, especially if steps have not been taken to ensure that the load remains a safe distance from powerlines. Mainroads WA requires Western Power to authorise all load movements around the State where the load is more than 4.3m high (4.6m for livestock vehicles and towed agricultural machinery).

1. Refer to Main Roads WA with your route to obtain a permit for travel
2. Apply to Western Power for authorisation of the oversized load movement, if the height of the load exceeds 4.3m
3. Western Power to assess the application
4. Western Power to issue an Oversize Load Movement Authorisation.
5. Once the Authorisation has been issued no changes can be made. If changes are required a new authorisation must be issued, incurring a new permit processing fee.

If works are required, such as the raising of powerlines, Western Power will provide you with a quote. At times it may be determined that an escort is required to ensure that the vehicle is kept clear of powerlines at all times.

See [westernpower.com.au](http://westernpower.com.au) for further information and a schedule of applicable fees.

The heights of powerlines can vary depending on the voltage and environment. Operators of loads 4.3m and above must refer to Main Roads WA before applying to Western Power for authorisation.

## Western Power

Emergencies and power outage..... 13 13 51

(24 hours, seven days a week)

General enquiries..... 13 10 87

(7am - 5pm Monday to Friday)

Telephone interpreter services: 13 14 50

TTY users (speech or hearing impaired only): 1800 13 13 51

Fax: (08) 9225 2660

Email: [enquiry@westernpower.com.au](mailto:enquiry@westernpower.com.au)

Web: [westernpower.com.au](http://westernpower.com.au)

363 Wellington Street Perth WA 6000

GPO Box L921 Perth WA 6842

This information is available in alternative formats if requested.

**Emergency services..... 000**

## Dial Before You Dig

Web ..... 1100.com.au

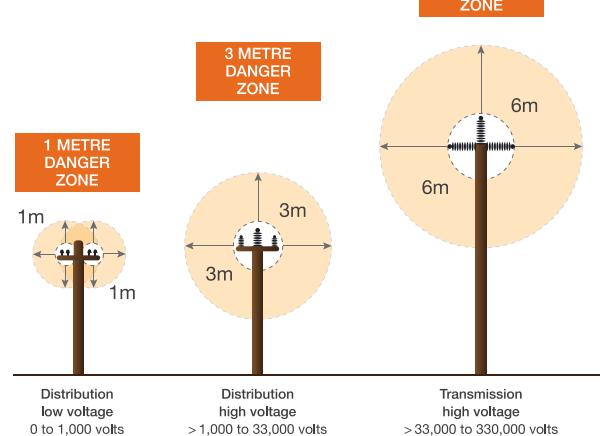
Freecall: 1100

## To download a copy of the danger zones to your smartphone homescreen:

### For iPhones:

- Enter the following URL:  
[http://www.westernpower.com.au/images/danger\\_zone.jpg](http://www.westernpower.com.au/images/danger_zone.jpg) to launch the 'danger zone' image
- Tap on the Share button (bottom left)
- Tap on the Add to Home Screen button in the share menu

The higher the voltage the larger the size of the danger zone.



### For Android phones:

- Enter the following URL:  
[http://www.westernpower.com.au/images/danger\\_zone.jpg](http://www.westernpower.com.au/images/danger_zone.jpg) to open the 'danger zone' image
- Tap on the vertical ellipsis (top right)
- Tap on the Add to Home Screen button

### For further information

[westernpower.com.au/workingnearelectricity](http://westernpower.com.au/workingnearelectricity)





To: Ken Markham  
 Company: Shire of Narembeen  
 Phone Details: +61429647330  
 Email Address: nu76bg5l9khk22.poelvn6invb732@smarterwx-mail.byda.com.au

Sequence Number: 240272478  
 Job Number: 36856749  
 Dig Site Location: 28 Cheetham Way  
 Narembeen  
 WA, 6369

Western Power  
 363 Wellington Street  
 Perth WA 6000  
 T: 13 10 87 F: (08) 9326 6079  
 www.westernpower.com.au  
 Electricity Networks Corporation ABN 18 540 492 861

## DIAL BEFORE YOU DIG 1100 INFORMATION SHEET

This information relates to both underground and overhead network assets  
 and is valid for 30 days from date of issue - 7/06/2024 8:18 AM

- The *Energy Operators (Powers) Act 1979* makes it an offence to damage Western Power's network.
- The *Occupational Safety and Health Regulations 1996* establish restrictions for working safely around the Western Power network.
- *Western Power Easements and Network Policy and Standards* establish restrictions for development around the Western Power network.

It is the duty of care of persons planning to work or develop around Western Power's network to comply with the requirements of these statutory obligations and any other legislation, standard or guidance relevant.

Western Power's network assets are classified below:

Network Asset	Classification
<i>Transmission line</i>	66kV, 132kV, 220kV and/or 330kV
<i>Distribution line</i>	6.6kV, 11kV, 22kV and/or 33kV
	240V/415V (insulated / uninsulated)
<i>Communication cable and other cables</i>	communications, pilot cables, fibre optics

A danger zone, Western Power easement and restriction zone represents an area of high risk when working and developing around the Western Power network. Danger zones apply only to work around the network, whilst easement and restriction zone areas apply only to development and land use.

It is a requirement to work and develop outside of these areas so as far as is reasonably practicable. If you propose to work and/or develop within these areas, refer to the Western Power website for available information, services and lead times at <http://www.westernpower.com.au/safety-working-near-electricity.html> or by contacting Western Power's Customer Service Centre on 13 10 87.

**IN THE EVENT OF DAMAGE  
 TO A WESTERN POWER ASSET  
 CALL WESTERN POWER FAULTS AND EMERGENCIES ON 13 13 51**

## GENERAL INFORMATION

- In the event that you discover a cable **NOT** shown on your map or you wish to clarify the construction status of assets in Design Areas, contact Western Power on 1300 769 345 (7:00 to 16:30 weekdays).
- Western Power underground **communications pipes** are also known as Perth Fibre Network: These pipes are typically 3 – 4.2m from property boundary but may vary.
- The typical alignment for underground assets is 0 - 0.6m and 2.4 – 3m from the property boundary.
- It is mandatory for the customer/excavator/contractor to physically locate all services before excavating.
- Never assume depth and alignment of cables.
- Check Utility Providers Code of Practice for Western Australia requirements for work in road and rail reserves at this Main Roads Western Australia site: [https://www.mainroads.wa.gov.au/BuildingRoads/StandardsTechnical/RoadandTrafficEngineering/RoadsideItems/GuidelinesforRoadsideServices/Pages/Utility\\_Providers\\_Code\\_of\\_Practice\\_for\\_Western\\_Australia.aspx](https://www.mainroads.wa.gov.au/BuildingRoads/StandardsTechnical/RoadandTrafficEngineering/RoadsideItems/GuidelinesforRoadsideServices/Pages/Utility_Providers_Code_of_Practice_for_Western_Australia.aspx)
- Please note the following lead times apply for Western Power to provide advice in working safely around the network:
  - **Transmission** – at least **30** business days
  - **Distribution** – at least **20** business days
  - **Communication and other cables** – at least **30** business days
- Work within Danger Zones is prohibited under the *Occupational Safety and Health Regulations 1996*, unless exemptions apply. Danger Zone areas are defined under *Regulation 3.64*.
- Development within easement and restriction zone areas is required to comply with restrictions under Western Power's standard easement conditions. These conditions are established under the relevant easement on Certificate of Title, or if an easement does not exist, they are established under Western Power Network Policy and Standards. You can request standard easement conditions from Western Power or access them from the [Western Power website](#).

## MAP LEGEND INFORMATION

Proposed Construction Assets\* means that overhead/underground assets may possibly be found in the Design Area\* shaded on the plan.

Design Area\* means field-works are possibly in progress or just completed and the plans supplied may differ from the current state in the ground or overhead.

UG Crossing\* means that there could be multiple underground ducts at that location.

**NOT** depicted on Western Power Dial Before You Dig Plans are:

- Cables within a private property, for example, from pillar (green dome) to your electric meter. A cable-locating company will have to be contacted for on-site locations in your private property.
- Private cables belonging to government authorities, for example, Main Roads, Transperth, etc.
- Private streetlight cables belonging to local government, private estates etc.

## STATE UNDERGROUND POWER PROGRAMME (SUPP) IN PROGRESS OR COMPLETED

Retrospective large scale undergrounding of power and/or communications assets has been identified in the vicinity of your enquiry.

Please refer to the attached plan(s), for instructions or additional information.

- **Large Scale Undergrounding in Progress**

There may be uncommissioned underground assets installed. Attached plan does not depict all Western Power underground activity.

- **Attention!**

Not all underground assets shown, for more information contact Western Power on 1300 769 345 (7:00 to 16:30 weekdays).

- **Large Scale Undergrounding Completed**

Default Alignments are used: - 0 to 0.6m & 2.7m but may vary.

Some cables can range up to 7.0 m from the property boundaries caution is advised.

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2. disclaim to the fullest extent the law permits and will not be liable or responsible for, any liability, loss or damage, whether direct or indirect (and whether or not arising out of negligence, breach of duty or statutory duty, or lack of care, of Western Power and its Associates or of any of them) Users may suffer or incur arising out of, or in connection with, any use or reliance on; and
3. are under no obligation to correct, update or revise, the Information.



## End of document

- This document may exclude some files (eg. DWF or ZIP files)

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**APPENDIX E**  
**WAPC – Reference Number 200861 of**  
**Proposed Subdivision of Lot 61 on DP72295**

## SCHEDULE 1

Agreement No: 2531046

CHEETHAM WAY

CURRELL STREET

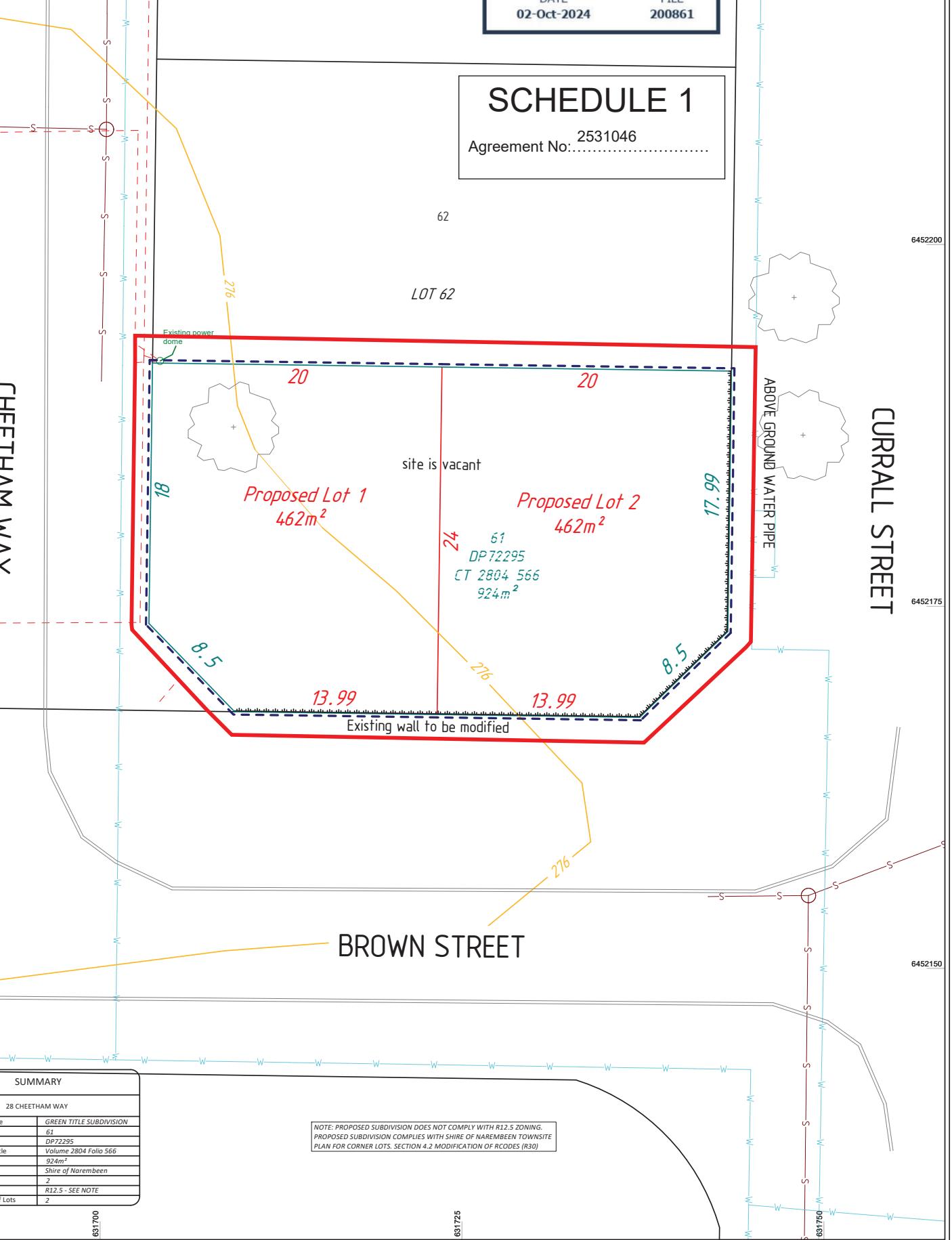
LOT 62

site is vacant

Proposed Lot 1  
462m<sup>2</sup>Proposed Lot 2  
462m<sup>2</sup>51  
DP72295  
CT 2804 566  
924m<sup>2</sup>

Existing wall to be modified

BROWN STREET



## SUMMARY

28 CHEETHAM WAY

Application Type	GREEN TITLE SUBDIVISION
Parent Lot	61
Parent Graphic	DP72295
Certificate of Title	Volume 2804 Folio 566
Total Area	924m <sup>2</sup>
Local Authority	Shire of Narembeen
TPS	1
Zoning	R12.5 - SEE NOTE
Proposed No. of Lots	2

NOTE: PROPOSED SUBDIVISION DOES NOT COMPLY WITH R12.5 ZONING.  
PROPOSED SUBDIVISION COMPLIES WITH SHIRE OF NAREMBEEN TOWNSITE  
PLAN FOR CORNER LOTS. SECTION 4.2 MODIFICATION OF RCODES (R30)Existing Boundary  
Proposed Boundary  
Abutting BoundaryTotal Area: 924m<sup>2</sup>  
No. of Existing Lots: 1  
No. of Proposed Lots: 2Lot 61, 49 CHEETHAM WAY  
NAREMBEEN  
SHIRE OF NAREMBEENPROPOSED SUBDIVISION  
OF LOT 61 ON DP72295  
C.T. 2804/566

A	Initial Issue	MJ	30/9/2024	MJ
Rev.	Description	Drawn	Date	Checked

CLIENT:  
SHIRE OF NAREMBEENThe contents of this plan are current  
and correct as of the date stated within  
the revision panel. All consultants and  
persons wishing to utilise this data should  
refer to the original plan for currency  
by contacting the MCG Survey Group.

THIS IS A PROPOSAL SKETCH ONLY!

All dimensions, Lot No.s & areas are subject to survey and approval of  
WAPC & Landgate. Not to be used for design or construction purposes!  
All building offsets are approximate only and are subject to survey.MCMULLEN NOLAN GROUP  
Level 1, 2 Sabre Crescent  
Jandakot, W.A. 6164  
Perth, Western Australia  
W.A. 6004, Australia  
Phone: (08) 6436 1599  
Fax: (08) 6436 1500  
info@mngsurvey.com.au  
www.mngsurvey.com.au  
ABN 90 009 383 311  
Offices in: Perth | Melbourne | Kimberley | South West WA

Project: 340 T ALLEY Datum: HGA50 (2000)

106463 - AP - 001 - A

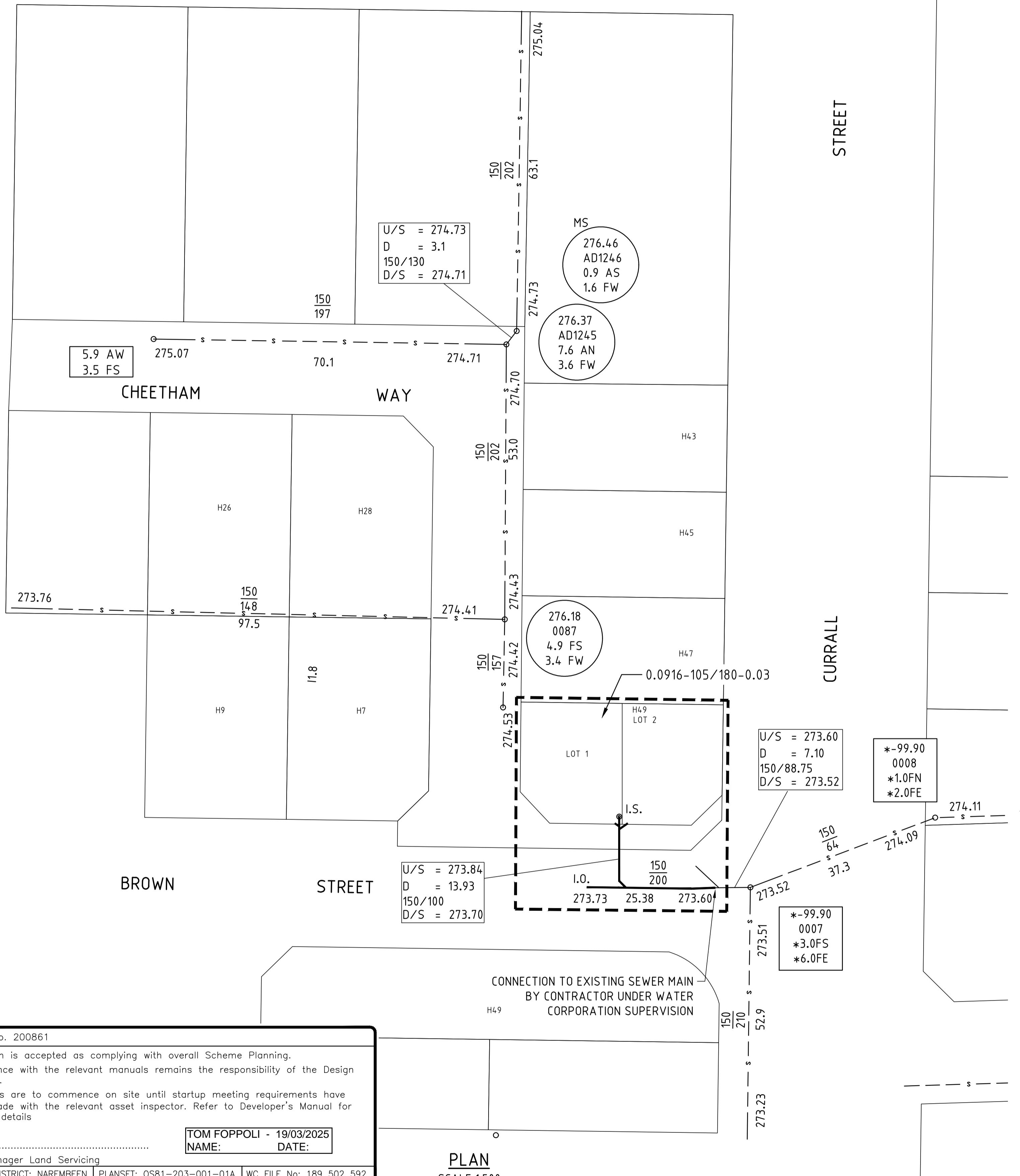
Job Number: Plan Number: Revision

For a true to scale reproduction of this plan, plot it to A3 with the Paging Scaling set to None.

ALL DISTANCES ARE IN METRES

0 1 2 3 4 5 6 7 8 9 10

**APPENDIX F**  
**Water Corporation – Sewer Site Design Data**  
**and Reticulation Plan OS81-203-001-01A**



#### CONSTRUCTION NOTES

- (a) ALL DIMENSIONS ARE IN METRES U.N.O.
- (b) ALL PIPE DIAMETERS ARE IN MILLIMETRES.
- (c) CONTRACTOR SHALL COMPLY WITH WA OCCUPATIONAL HEALTH AND SAFETY REGULATIONS WHILST WORKING IN THE VICINITY OF ASBESTOS MATERIAL.
- (d) LEVELS ARE TO AHD.

#### SEWER ALIGNMENTS NOTES:

SEWERS SHALL BE LOCATED AS FOLLOWS UNLESS SHOWN OTHERWISE:

- (a) ON A 3.5m ALIGNMENT IN ROAD RESERVES.
- (b) 1.0m OFFSET FROM THE CENTRELINE OF R.O.W.S.
- (c) ON A 1.0m ALIGNMENT INSIDE LOTS.

#### ACCESS CHAMBER AND MAINTENANCE SHAFT LOCATIONS WHERE SEWERS DO NOT DETERMINE POSITION:

- (a) CENTRE POINTS OF ACCESS CHAMBERS AND MAINTENANCE SHAFTS IN ROAD RESERVES SHALL BE ON A 3.5m ALIGNMENT UNLESS SHOWN OTHERWISE.
- (b) CENTRE POINTS OF STRAIGHT THROUGH ACCESS CHAMBERS AND MAINTENANCE SHAFTS IN ROAD RESERVES OR R.O.W.S. SHALL BE 1.0m FROM LOT BOUNDARY PROJECTIONS UNLESS SHOWN OTHERWISE.

#### MINIMUM COVER TO SEWERS:

- (a) SHALL BE 0.9m IN ROAD RESERVES AND TRAFFICABLE R.O.W.S. WHERE A SEWER IN A ROAD RESERVE PARALLEL TO THE ROAD, THE TOP OF THE SEWER SHALL BE AT LEAST 0.75m LOWER THAN THE CROWN OF THE ROAD OR THE GROUND LEVEL AT THE CENTRE OF THE ROAD RESERVE.
- (b) SHALL BE 0.75m ELSEWHERE.

#### SERVICES AND RESTORATION:

- (a) THE CONTRACTOR SHALL BE SOLELY AND ENTIRELY RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING SERVICES AND STRUCTURES WITHIN AND ADJOINING THE SITE WHICH ARE OR MAY BE INTERFERED WITH DURING THE PROPOSED WORKS.
- (b) THE CONTRACTOR SHALL TAKE WHATEVER MEANS NECESSARY TO DETERMINE AND CONFIRM THE LOCATIONS AND LEVELS OF ANY AND ALL UNDERGROUND SERVICES PRIOR TO THE COMMENCEMENT OF CONSTRUCTION IN ORDER TO DETERMINE IF CLASHES WITH THE PROPOSED WORKS WILL OCCUR. CONSULT BYDA.
- (c) THE INVESTIGATION OF THE EXISTING SERVICES SHALL BE COMPLETED IN A TIMELY MANNER SUCH THAT THE PROGRAM OF THE WORKS IS NOT DELAYED SHOULD A CLASH OCCUR.
- (d) IF THERE ARE CLASHES WITH PROPOSED SERVICES THEN THE PRINCIPAL SHALL BE IMMEDIATELY NOTIFIED SO THAT A COURSE OF ACTION CAN BE DETERMINED WITH THE CONTRACTOR AND THE RELEVANT SERVICES AUTHORITIES.

#### EXISTING WORKS:

1. THE LOCATION AND LEVEL OF POINTS OF CONNECTION TO EXISTING SEWERS SHALL BE VERIFIED BY A SURVEYOR BEFORE COMMENCING CONSTRUCTION. WORK ON LIVE SEWERS INCLUDING SEWER CONNECTIONS SHALL BE CARRIED OUT BY THE CONTRACTOR UNDER WATER CORPORATION SUPERVISION.

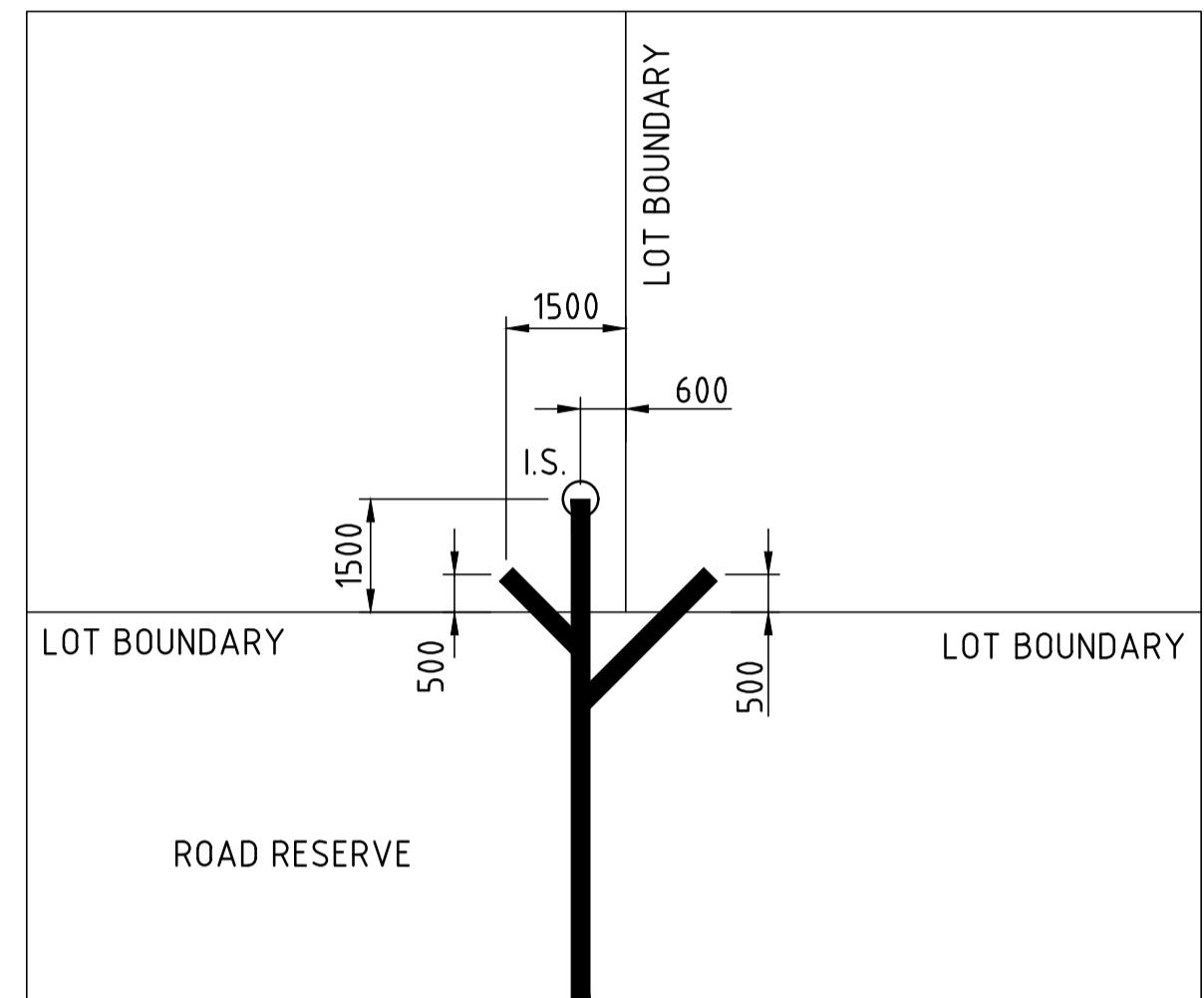
#### PIPE MATERIAL:

1. DN 100 TO DN375 PIPE AND FITTINGS SHALL BE UNPLASTICIZED POLYVINYL CHLORIDE TO AS/NZS 1260.
  - (a) PVC PIPES AND FITTINGS - DN100 PIPES SHALL BE CLASS SN6. DN150 TO DN375 PIPES SHALL BE CLASS SN8 WHERE THE DEPTH OF THE COVER TO THE TOP OF THE PIPE EXCEEDS 7.0m, THE PIPE CLASS SHALL BE SHOWN AS ON THE DRAWINGS IN ACCORDANCE WITH AS 2566.1. WHERE AVAILABLE CLASS SN6 MOULDED FITTINGS SHALL BE USED ON DN100 TO DN375 SEWERS WHERE THE DEPTH OF COVER TO THE TOP OF THE PIPE DOES NOT EXCEED 7.0m. WHERE MOULDED FITTINGS ARE NOT AVAILABLE, FITTINGS SHALL BE FABRICATED FROM CLASS SN8 PIPE AND FIBREGLASS WRAPPED.
  - (b) PVC PIPE JOINT WORK - PIPE JOINT WORK SHALL BE IN ACCORDANCE WITH AS2032-PART 3. DN150 TO DN300 PIPEWORK SHALL BE SOLVENT CEMENT JOINTED. DN375 PIPEWORK SHALL BE RUBBER RING JOINTED.
    - i. SOLVENT CEMENT JOINTS - JOINTS SHALL BE MADE WITHOUT CEMENT AFTER SPIGOT AND SOCKET HAVE BEEN CLEANED WITH CLEANING FLUID IN ACCORDANCE WITH THE MANUFACTURERS INSTRUCTIONS.
    - ii. RUBBER RING JOINTS - WHERE RUBBER RING JOINTS ARE SPECIFIED, JOINT RINGS SHALL CONSIST OF POLYCHLOROPRENE RUBBER (NEOPRENE) OR STYRENE BUTADIENE RUBBER TO AS1646.

#### JUNCTIONS AND PROPERTY CONNECTIONS:

- (a) JUNCTIONS - JUNCTIONS SHOULD BE A MINIMUM OF 2.0m APART MEASURED CENTRE TO CENTRE EXCEPT ON THE END OF AN I.O. OR I.S. SEWER, WHERE THEY SHALL BE POSITIONED AS SHOWN ON THE STANDARD DRAWINGS.
- (b) PROPERTY CONNECTIONS - PROPERTY CONNECTIONS SHALL BE PVC. ALL PROPERTY CONNECTIONS SHALL BE BROUGHT UP WITHIN 1.0m OF THE GROUND SURFACE LEVEL.

LOW RISK ISOLATION - EXCAVATION, CONSTRUCTION AND PIECE OF WORKS BY THE DEVELOPERS' CONTRACTOR. ISOLATION BY EATER CORPORATION AT DEVELOPERS COST  
HIGH RISK ISOLATION - WATER CORPORATION RESERVES THE RIGHT TO COMPLETE ALL, OR PROPORTION OF, THE PIECE OF WORKS AT THE DEVELOPERS COST. ARRANGEMENTS FOR QUOTING AND PAYMENTS FOR THOSE WORKS TO BE AGREED AT THE START-UP.



I.S. ARRANGEMENT DETAIL

SCALE 1:100

#### NOTATION RESIDENTIAL

NET AREA (ha) → FLOW LITRES/PERSON/DAY  
0.0916-105/180-0.03 → GRAVITY SEWER DESIGN FLOW (L/s)  
PERSONS PER NET HECTARE →

#### LEGEND:

- PROPOSED SEWER RETICULATION
- PROPOSED INSPECTION SHAFT SEWER
- EXISTING SEWERS
- EXISTING ACCESS CHAMBERS
- CADASTRAL BOUNDARY
- RETICULATION AREA BOUNDARY

ALL WORKS TO COMPLY WITH WATER CORPORATION CURRENT SEWER RETICULATION DESIGN STANDARD No. 50



DRAWING FILE LOCATION / NAME				PLOT DATE		TIME							
\\file\\nasun\\local\\SMECANZ\\Projects\\30066\\3006614\\100 Concept-Feasibility\\CAD\\DWG\\3006614-SW01.dwg				17 Mar 2025		13:51:13							
EXTERNAL REFERENCE FILES		REV	DATE	AMENDMENT / REVISION DESCRIPTION		WVR No.	APPROVAL	TITLE	NAME	SCALES AT A1 SIZE DRAWING	DESIGNER	CLIENT	PROJECT TITLE
		A	21/02/2025	ISSUED FOR REVIEW			001	DRAFTER	JW	SCALE 1:100	1 0 1 2 3 4 5		LOTS 1 & 2 BROWN STREET, NAREMBEN
		B	07/03/2025	ISSUED FOR WATERCORP FINAL APPROVAL			002	DRAFTING CHECK	MMc	SCALE 1:500	5 0 10 20		SEWER SITE, DESIGN DATA AND RETICULATION PLAN
								DESIGNER	MMc				SHEET 1 OF 1
								DESIGN CHECK	DMck				
								PROJECT MANAGER	DMck				
								PROJECT DIRECTOR	DB				

	an  company	©SMEC AUSTRALIA PTY LTD (ABN 47 065 475 149)	CLIENT	PROJECT TITLE
		LEVEL 14, 109 ST GEORGES TERRACE		LOTS 1 & 2 BROWN STREET, NAREMBEN
		PERTH WA 6000		SEWER SITE, DESIGN DATA AND RETICULATION PLAN
		SMEC PROJECT No 3006614		SHEET 1 OF 1

SCALE 1:500 PHASE DETAILED PROJECT / DRAWING No. 3006614-SW01 REVISION B

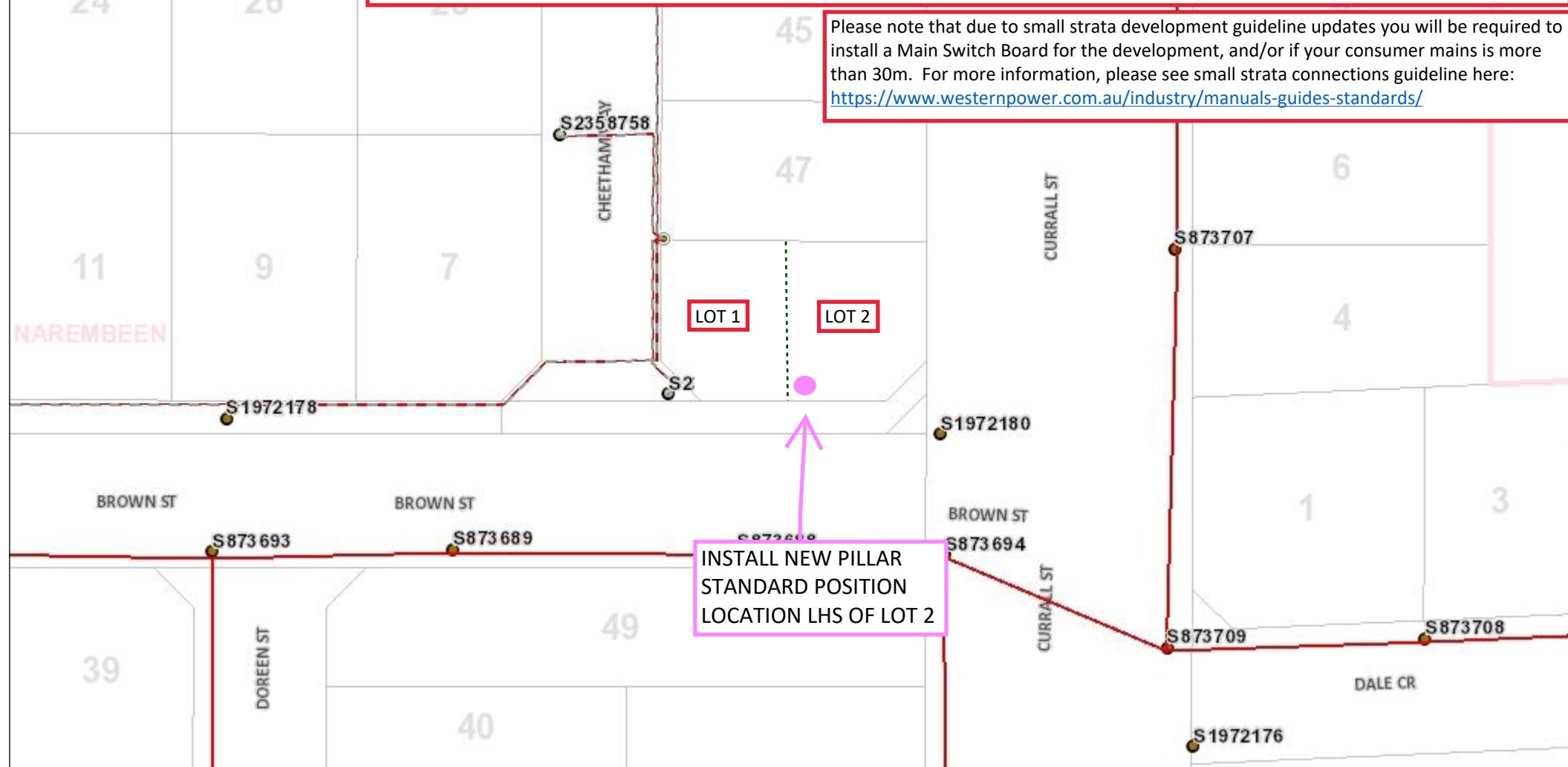
**APPENDIX G**  
**Western Power – Design Drawing (SP052274)**



SP052274 - 49 CHEETHAM WAY NAREMBEEN WAPC - 200861

Western Power require a 1m x 1m exclusion zone. Standard alignment of 500mm from the front and side boundary. Any utility service/s shall not pass through or be located within the exclusion zone. It must be cleared of all services (Water Meters, Consumer Power Poles, Gas, etc.) and of all obstacles including trees, tree roots, shrubs, concrete, or asphalt, according to the standard WAER policy, prior to installation of the pillar. If the water meter or other utilities encroach into the exclusion zone, you will need to arrange for the relocation of the utility's assets prior to the installation of the pillar. It is not feasible to install water pipes or any other utility assets underneath the proposed pillar.

Please note that due to small strata development guideline updates you will be required to install a Main Switch Board for the development, and/or if your consumer mains is more than 30m. For more information, please see small strata connections guideline here: <https://www.westernpower.com.au/industry/manuals-guides-standards/>



0.1  
0  
0.03  
0.1 Kilometre  
rs

WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere  
© Latitude Geographics Group Ltd.

1: 1,000



Notes: Exclusion zone clear- wall to be removed prior to installation of the pillar

User:

Date: 06-Mar-2025  
350

**ATTACHMENT 13.5B**  
**RFT 2025-08 Tender Submissions Evaluation**

**RFT 2025-05**  
**Assessment Summary**

	Weighting %	Evoke Living Homes	Modular WA Option 1	Modular WA Option 2	Summit Homes
Relevant Experience	20	19.0	19.0	19.0	18.0
Demonstrated Understanding	20	16.0	17.0	16.0	16.0
Timeframe	20	17.0	16.0	16.0	16.0
Price	40	34.0	30.0	35.0	25.0
<b>Grand Total</b>	<b>100</b>	<b>86.0</b>	<b>82.0</b>	<b>86.0</b>	<b>75.0</b>

Qualitative Criteria Ranking:

2

3

1

4

From cost model spreadsheet

Numbers in Brackets explain scoring

Selection Criteria		Evoke Living Homes	Explanation of Score	Modular WA Option 1	Explanation of Score	Modular WA Option 2	Explanation of Score	Summit Homes	Explanation of Score
<b>Relevant Experience</b>									
1	Organisational Details	10.0		10.0		10.0		10.0	
	Background on organisation		Almost 40 years experience, Northam based		Building modular homes since 2017, Wangarra based		Building modular homes since 2017, Wangarra based		Building homes since 1978, Perth based.
	Staff details		Over 20 staff listed, organisational structure, project supervisor nominated, qualifications and experience, builders registration number included		Over 40 staff listed, organisational structure, project supervisor nominated, qualifications and experience, builders registration number included		Over 40 staff listed, organisational structure, project supervisor nominated, qualifications and experience, builders registration number included		Over 500 staff listed, organisational structure, project supervisor nominated, qualifications and experience, builders registration number included
	Track record		Multiple clients and building types, from housing, Shires, commercial, aged care units		Multiple clients and building types, from housing, Shires, commercial, lifestyle villages		Multiple clients and building types, from housing, Shires, commercial, lifestyle villages		Multiple clients and building types from housing and aged care units
2	Previous Projects	9.0		9.0		9.0		8.0	
	Similar work		Multiple housing projects listed: 3x2 & 2x2, staff housing, GROH, turnkey including earthworks, concrete, fencing and landscaping		Multiple housing projects listed: 3x2 & 2x2, staff housing, GROH, turnkey including earthworks, concrete, fencing and landscaping		Multiple housing projects listed: 3x2 & 2x2, staff housing, GROH, turnkey including earthworks, concrete, fencing and landscaping		Three housing projects listed: 34 social housing units for DoC; Turnkey including earthworks, concrete, fencing and landscaping
	Tenderer's involvement		Comprehensive outline of previous project delivery methodology, staging plan and company involvement		Comprehensive outline of previous project delivery methodology, staging plan and company involvement		Comprehensive outline of previous project delivery methodology, staging plan and company involvement		Comprehensive outline of previous project delivery methodology, staging plan and company involvement
	Referees		4 x referees listed, 2 x reference letters		4 x referees listed, but no reference letters		4 x referees listed, but no reference letters		3 x referees listed, but no reference letters
<b>SCORE</b>		<b>19.0</b>		<b>19.0</b>		<b>19.0</b>		<b>18.0</b>	
<b>Demonstrated Understanding</b>									
1	Design Plans	7.0		8.0		7.0		7.0	
	Relevant to specification		125m2, 3 bedrooms with BIR, kitchen walk in pantry, master bedroom ensuite better, carport, alfresco 8.35 x 4, overall layout better, small bedrooms, huge storeroom, orientation on site not include		145m2, 3 bedrooms with BIR, kitchen built in pantry only, storeroom, carport, alfresco 9 x 4, small office included, electrical plan included, footpaths only 1.2m, wall insulation removed, site orientation included		115m2, 3 bedrooms with BIR, kitchen built in pantry only, carport, alfresco reduce to 4.7 x 4, electrical plan included, footpaths 1.2m, small bedrooms, no storeroom no office, site orientation included		Total m2 not specified, 3 bedrooms with BIR, kitchen built in pantry only, carport, alfresco 4.5 x 5.6, no electrical plan included, footpaths 1.2m, site orientation not included
2	Specification	9.0		9.0		9.0		9.0	
	Specific inclusions		Detailed specification included		Detailed specification included		Detailed specification included		Detailed specifications included
<b>SCORE</b>		<b>16.0</b>		<b>17.0</b>		<b>16.0</b>		<b>16.0</b>	
<b>Timeframe</b>									

## CONSENSUS

## Numbers in Brackets explain scoring

Selection Criteria		Evoke Living Homes	Explanation of Score	Modular WA Option 1	Explanation of Score	Modular WA Option 2	Explanation of Score	Summit Homes	Explanation of Score
1	Project Schedule / Timeline	9.0		8.0		8.0		8.0	
	Gantt chart		Basic Gantt chart provided		Detailed Gantt chart provided		Detailed Gantt chart provided		Basic Gantt chart provided
	Relevant timeline		PC proposed for August 2026		PC proposed for October 2026, within a 1 month contingency		PC proposed for October 2026, within a 1 month contingency		PC proposed for October 2026
2	Conflicting Commitments	8.0		8.0		8.0		8.0	
	Other projects		Comprehensive list of other current projects		Comprehensive list of other current projects		Comprehensive list of other current projects		Comprehensive list of other current projects
	Contingency measures		Basic contingency measures - reassurance, outline of communication process and an outline of dealing with previous delays		Basic contingency measures - reassurance, outline of communication process and an outline of dealing with previous delays		Basic contingency measures - reassurance, outline of communication process and an outline of dealing with previous delays		Basic contingency measures - reassurance, outline of communication process and an outline of dealing with previous delays
SCORE		17.0		16.0		16.0		16.0	
Price									
1	Lump Sum Project Price	34.0		30.0		35.0		25.0	
	Lump sum		Under budget by \$38K, shows base costs, client upgrades, plus provisional items included within total cost		Exceeds budget by \$37K, shows base costs, client upgrades, plus provisional items included within total cost		Lowest Price, under budget by \$46K, shows base costs, client upgrades, plus provisional items included within total cost		Exceeds budget by \$140K, shows base costs, client upgrades, plus provisional items included within total cost; 4% discount offered with prompt settlement
	Milestone breakdown		Milestone breakdown included		Milestone breakdown included		Milestone breakdown included		Milestone breakdown included
2	Local Sub-Contractor Content	0.0		0.0		0.0		0.0	
	Identify local sub-contractor		Use local accommodation, but lists sub-contractors from other parts of regional WA		Use local accommodation, but lists sub-contractors from Katanning as have own regular sub-contractors		Use local accommodation, but lists sub-contractors from Katanning as have own regular sub-contractors		Use local accommodation, but lists sub-contractors from other parts of regional WA with the exception of 1 local sub-contractor
	Quantify local subcontractor		Only regional WA		Only Katanning based		Only Katanning based		Only regional WA
SCORE		34.0		30.0		35.0		25.0	
TOTAL SCORE		86.0		82.0		86.0		75.0	

## CONSENSUS SCORING:

## SCALE 0 - 5

Scoring recorded by: Garrick Yandle and Rebecca McCall

No disagreement to the consensus scoring was recorded

Evaluation Team: [Garrick Yandle and Rebecca McCall](#)

Consensus done by: Rebecca McCall and Ben Forbes

Description of Compliance Criteria		Evoke Living Homes	Modular WA	Summit Homes
	Yes / No			
a) Tenderers are to provide acknowledgment that your organisation has submitted in accordance with the Conditions of Tender including completion of the Offer Form and provision of your pricing submitted in the format required by the Principal.	Yes / No	Y	Y	Y
b) Tenderers are to provide their relevant registrations and licenses	Yes / No	Y	Y	Y
c) Compliance with the Specification contained in the Request.	Yes / No	Y	Y	Y
d) Compliance with attendance at any mandatory tender briefing or site inspection.	Yes / No	NA	NA	NA
e) Compliance with the Quality Assurance requirement for this Request.	Yes / No	Y	Y	Y
f) Compliance with the Delivery Date.	Yes / No	Y	Y	Y
g) Risk Assessment	Yes / No	Y	Y	Y
h) Insurance Requirements	Yes / No	Y	Y	Y

Area	Specification Guidelines	This Tender	Evoke Living Homes		Modular WA		Summit Homes	
Alfresco Area	Cement flooring		Y		Y		Y	
Bathroom	Bath, shower, vanity with adequate storage x 1	Showers screens – rather than rod and curtain	Y		Y		Y	
Bedrooms	Built-in robes	Vinyl flooring	Y		Y		Y	
Broom Cupboard	Included		Y		Y		Y	
Cooling & Heating	Reverse cycle in bedrooms and living area		Y		Y		Y	
Crossover & Driveway	Cement		Y		Y		Y	
Ensuite	Bath, shower, toilet, vanity with adequate storage	No bath in ensuite. Showers screens – rather than rod and curtain	Y					
Hot Water System	Electric		Y	200L heat pump		160L heat pump	Y	280L heat pump
Kitchen	Electric appliances, dishwasher and microwave space		Y	Basic limited in size	Y	Basic limited in size	Y	Basic limited in size
Landscaping	Easy care with automated reticulations	By others post handover.	NA		NA		NA	
Laundry	Inclusion of bench and storage space		Y	Limited benchspace	Y		Y	Limited benchspace
Linen Cupboard	1		Y	In hallway	Y	In laundry	Y	In laundry
Living Area	1	Open plan with dining	Y		Y	Bigger living area	Y	
Pathways	Include	Around house connecting carport, alfresco and all external doors, minimum 1.2m width.	Y		Y		Y	
Storage	Storeroom	Include a small storeroom under the roof structure of adequate size in lieu of garden shed.	Y		Y		Y	
Stormwater	Include	Downpipes to discharge to street front.	Y		Y		Y	
Toilet	X 1 (separate from main bathroom)		Y		Y		Y	
Window Treatments	Block-out roller blinds		Y	Included as provisional sum	Y		Y	

Area	This Tender
Site Works	Preparatory siteworks and construction of compacted foundations relevant to site conditions for the dwelling and any retaining wall/s that may be required.
Carport	Double covered with colorbond roof sheeting at a minimum height of 2.4m with cement flooring.
Electrical	Connection from Western Power supply dome to the dwelling electrical switchboard
Electrical Connections	Connection of internal wiring across the splits, connection of mains power, connection and commissioning of air-conditioning units onsite, connection & re-commissioning of sweep fans, earthing of home, and checking all connections & appliances.
Water	Connection from Water Corporation meter valve to water pipes at ground level on outside of the dwelling.
Plumbing	Connections including connection of pipes across the splits, connection of drainage to sewer junction or septic system, connection to water mains and flush & test pipes and appliances.
Sewer	Connection to mains sewer inclusive of works outside of the building line.

## **ATTACHMENT 14.1A**

### **Council Policies for Review**

## 2. Community Services

### 2.3 Consideration of New Sporting and Recreation Infrastructure Projects



#### POLICY OBJECTIVES

- Provide a transparent and equitable process for assessing new sporting and recreational infrastructure ideas.
- Ensure new proposals align with the Sport and Recreational Facilities Plan and broader Shire strategies.
- Support clubs and community groups to contribute to long-term community asset planning.
- Clarify roles, responsibilities, and decision-making pathways.

#### POLICY SCOPE

This policy applies only to new project ideas or upgrades not already included in the Shire's Sport and Recreational Facilities Plan.

It covers:

- How sporting and community groups submit new project ideas
- How Council assesses new concepts
- The process for including new projects in the Plan
- Roles of the Shire and sporting groups during proposal development

#### POLICY DETAIL

##### 1. Eligible Project Types

Proposals may include:

- Playing surfaces (ovals, courts, synthetic, aquatic facilities)
- Lighting, power, and essential servicing upgrades
- Storage and equipment facilities
- Amenities (changerooms, toilets, shade, canteens, accessibility improvements)
- Shared, multi-purpose facilities, or multi-user facilities
- Safety, compliance, and asset renewal works that extend the useful life of existing facilities

##### 2. Criteria for Considering New Projects

To be considered for inclusion in the Sport & Recreational Facilities Plan, projects must demonstrate:

- Clear community need and participation benefits
- Inclusive access across ages and abilities

- Alignment with Shire strategies and community priorities
- Evidence of club/community support
- Long-term sustainability and manageable asset lifecycle impacts

*(Detailed costings and design are completed by the Shire only after inclusion in the Plan.)*

### **3. Submission and Assessment Process**

#### **Stage 1 – Project Brief (Sporting Group)**

Groups submit a simple Project Brief outlining:

- Project concept and intended outcomes
- Alignment with community need
- Indicative scope and cost range
- Potential funding contributions
- Evidence of member/community support

#### **Stage 2 – Council Assessment**

Council determines whether the project:

- Aligns with the Sport and Recreational Facilities Plan
- Addresses an identified gap
- Warrants inclusion in the Plan for further development

If supported, the project is added to the Plan.

#### **Stage 3 – Shire-Led Project Development**

Once in the Plan, the Shire undertakes:

- Site analysis, design, and costing
- Funding submissions
- Stakeholder engagement
- Preparation of a final proposal for Council endorsement

Sporting groups confirm their contribution commitment and participate in consultation.

### **4. Prioritisation and Timing**

Projects included in the Plan will be prioritised and scheduled through:

- The Shire's annual budget process
- The Long-Term Financial Plan
- External funding availability
- Project readiness
- Balanced investment across sporting codes

### **5. Roles and Responsibilities**

#### **Shire of Narembeen**

- Maintain and update the Sport & Recreational Facilities Plan

Consideration of New Sporting and Recreation Infrastructure Projects

- Assess and respond to Project Briefs
- Lead detailed project development
- Oversee funding applications, procurement, delivery
- Coordinate community engagement and reporting

## **Sporting and Community Groups**

- Identify needs and submit Project Briefs
- Provide supporting information and contribution commitments
- Participate in consultation during development
- Assist with activation of completed facilities

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### **DEFINITIONS**

Nil

### **RELATED LEGISLATION**

Nil

### **RELATED POLICIES**

Council Policy – Financial Contributions for Sporting and Recreational Infrastructure Projects

### **DELEGATED AUTHORITY**

Nil

### **DOCUMENT MANAGEMENT**

Policy Number	2.3	
Policy Version	1	
Policy Owner(s)	Chief Executive Officer	
Reviewer	Executive Governance Officer	
Review Frequency	2 years	
Creation Date	17 February 2026	OCM Ref
Last Review Date		OCM Ref
Next Review Date	February 2028	
File Ref (original)	CORPORATE MANAGEMENT\POLICY\Policy Register\2. Community Policies	
File ref (copy)		

### 2. Community Services

#### 2.4 Financial Contributions for Sporting and Recreation Infrastructure Projects



#### POLICY OBJECTIVES

- Establish a consistent and transparent framework for financial contributions toward sporting and recreational infrastructure.
- Ensure contributions are equitable, sustainable, and aligned with the Shire's long-term financial planning.
- Clarify GST treatment relating to contributions made by sporting and community groups.
- Support partnerships between the Shire, sporting groups, and funding bodies to deliver high-value community assets.

#### POLICY SCOPE

This policy applies to all sporting and recreational infrastructure projects supported by the Shire of Narembeen, regardless of project size or location.

It covers:

- Financial contribution requirements
- Eligible forms of sporting group contributions
- GST treatment of contributions
- Non-financial Shire support
- Variations to contribution arrangements

This policy does not determine which projects proceed; that is governed by the Sport & Recreational Facilities Plan and the separate "Consideration of New Projects" policy.

#### POLICY DETAIL

##### 1. Contribution Model

###### 1.1 Standard Contribution – Projects up to \$500,000

A standard 1/3 contribution model applies to all supported projects unless varied by Council resolution:

- Shire contribution – 1/3
- External grant funding – 1/3
- Sporting group contribution – 1/3, via:

- Cash contributions
- Fundraising or donations
- Corporate sponsorship
- Self-supporting loan (subject to approval)
- Combination of the above

Council may vary these proportions based on community benefit, grant requirements, urgency, feasibility, or financial capacity.

## 1.2 Large-Scale Projects – Over \$500,00

For projects with a total project value exceeding \$500,000, the contribution from the community or sporting group(s) will be considered on a case-by-case basis, rather than applying a fixed 1/3 model.

In determining the appropriate level of contribution, Council will consider, but is not limited to, the following factors:

- Alignment with the Strategic Community Plan and informing strategies
- Community value and overall public benefit
- Availability and likelihood of securing external funding
- Capacity and capability of the community or sporting group(s)
- Broader benefits, including but not limited to:
  - Regional or multi-user benefit
  - Collaboration between groups
  - Future expansion potential
  - Whole-of-life and life-cycle cost implications

Council will retain discretion to determine the final contribution ratios for large-scale projects to ensure financial sustainability and delivery of high-value community infrastructure.

To support transparency and consistency, Council may apply an assessment framework with weighted scoring to inform decision-making. Final contribution ratios remain at Council's discretion to ensure financial sustainability and delivery of high-value community infrastructure.

### Large-Scale Project Assessment Criteria

Assessment Area	Description	Weight
Broader & Long-Term Benefits	Regional benefits, collaboration, expansion potential, and whole-of-life cost considerations	15%
Capacity	Financial and organisation capacity of the sporting/community group(s)	15%
Community Benefit	Level of public access, multi-user use, and overall community value	25%
Funding & Deliverables	Availability and likelihood of external funding and project readiness	20%
Strategic Alignment	Alignment with the Strategic Community Plan and adopted strategies	25%
<b>TOTAL</b>		<b>100%</b>

## 2. GST Treatment

Contributions (cash or in-kind) from sporting groups and community organisations towards capital projects done without contractual enforcement and simply in the *mere expectation* of the proposed project will likely not constitute a taxable supply and will therefore not include GST.

Any funding agreements that create enforceable obligations between parties (not including reporting requirements or the requirement to return unspent funds) will likely constitute taxable supplies and will attract GST.

## 3. Shire Support

The Shire may provide non-financial support, including:

- Guidance on cost estimation and project development
- Assistance preparing funding submissions
- Support to identify sponsorship or partnerships
- Access to the self-supporting loan scheme (subject to assessment)

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### DEFINITIONS

Nil

### RELATED LEGISLATION

Goods and Services Tax Ruling GSTR 2012/2

### RELATED POLICIES

Council Policy – Consideration of New Sporting and Recreational Infrastructure Projects

### DELEGATED AUTHORITY

Nil

### DOCUMENT MANAGEMENT

Policy Number	2.4	
Policy Version	1	
Policy Owner(s)	Chief Executive Officer	
Reviewer	Executive Governance Officer	
Review Frequency	2 years	
Creation Date	17 February 2026	OCM Ref
Last Review Date		OCM Ref
Next Review Date	February 2028	
File Ref (original)	CORPORATE MANAGEMENT\POLICY\Policy Register\2. Community Policies	
File ref (copy)		

# Council Policy

## 3. Corporate Services

### 3.14 Human Resources



#### POLICY OBJECTIVES

To outline several key human resource policies of Council in relation to:

- governance
- Councillor liaison with the CEO and other employees
- determining 'Senior Employees'
- set parameters for Temporary and Acting CEO appointments
- criteria for aspects of employee remuneration.

#### POLICY SCOPE

This policy applies to all Councillors and all employees of the Shire of Narembeen.

#### POLICY DETAIL

##### Council Liaison with Shire Employees

Council notes that it is the function of the Shire President to liaise with the Chief Executive Officer regarding the administration and operations of the Shire. Having respect and regard for the Shire President, and their role under the Local Government Act 1995 notwithstanding, Councillors may liaise directly with the CEO and Senior Staff (as defined below).

Councillors will note that the above is in no way to be interpreted as authorising any group or individual Councillors to directly or indirectly provide instruction to the CEO or Senior Staff. Councillors will also note that this policy does not extend to other Shire staff, who should never be approached by Councillors in their official capacity.

##### Senior Employees

The following positions are to be classified as Senior Employees for the purposes of the *Local Government Act 1995 Section 5.37 (1)*:

- Executive Manager Corporate Services
- Executive Manager Infrastructure Services.

##### Acting Chief Executive Officer provisions

In the event of any absence from work by the Chief Executive Officer for a period of more than ten (10) consecutive working days the Executive Manager Corporate Services is to assume the role of Acting Chief Executive Officer. If the Chief Executive Officer's absence is unplanned, the Executive Manager Corporate Services may be appointed as Acting Chief Executive Officer immediately at the discretion of the Shire President.

If the Executive Manager Corporate Services is unavailable or unwilling to act in accordance with the above provision, the Executive Manager Infrastructure Services may be appointed as Acting Chief Executive Officer instead.

Neither the Executive Manager Corporate Services nor the Executive Manager Infrastructure Services may persist in the role of Acting Chief Executive Officer for a period of greater than twenty-five (25) consecutive workings days without a resolution of Council. If the Chief Executive Officer's unplanned absence occurs when there is a gap in monthly Council meetings, this provision may extend to the next scheduled Ordinary Meeting of Council.

It is noted that per the *Local Government Act 1995 section 5.39 (1a)(a)* that no employees (senior or otherwise) may assume the role of Acting Chief Executive Officer for a period of greater than 12 months without a written contract.

#### Superannuation

Employees will have the option for Council to match additional superannuation contributions made by the employee, up to an additional 5% of the employee's gross salary, over and above any statutory contributions made in accordance with the *Superannuation Guarantee (Administration) Act 1992*.

The Chief Executive Officer and Senior Employees may negotiate a higher contribution percentage as part of their remuneration package on a case-by-case basis.

#### Uniform Allowance

Council will provide all staff whose employment is not covered by an Enterprise Bargaining Agreement with an annual uniform allowance of up to \$500 per employee. For the avoidance of doubt, should any employees hold a dual role where one of their roles is outside the scope of an Enterprise Bargaining Agreement, they will **not** be entitled to any uniform allowance under this section.

Uniform allowance entitlements are to be subject to the employee's hours, as follows:

Full time equivalent	Maximum entitlement
< 0.5	\$250
=> 0.5	\$500

Uniforms may only be purchased upon the successful completion of the employee's probation period. Employees may elect to acquire clothing for their uniform themselves and be reimbursed, provided that the Chief Executive Officer publishes a policy for the management and oversight of this process.

The Chief Executive Officer and Senior Employees may negotiate a higher uniform allowance as part of their remuneration package, on a case-by-case basis.

#### Housing Allowance

Employees will be paid a housing allowance of \$100 per week, provided that they work at least 3 days a week (as defined).

The following exceptions may apply:

1. if an employee is provided with a residence for free as part of their remuneration, neither the employee nor their spouse will be eligible for a housing allowance
2. a housing allowance under this clause may **not** be paid to the Chief Executive Officer or Senior Employees. Should the Chief Executive Officer or Senior Employees own their own residence in the district, they may negotiate a housing allowance in lieu of the provision of a house by Council.

This policy will be continually reviewed to align with any future amendments to the Shire of Narembeen Works Staff Enterprise Bargaining Agreement.

### Phone Allowance

Employees with a clear identified need to use a mobile phone in the fulfillment of their duties will be provided a phone by the Shire for the purpose of carrying out their official duties.

Employees that elect to use their own mobile phone for work in lieu of using a device provided by Council will be paid an allowance of either \$10 or \$20 per week to compensate them for the cost of the business use.

An employee's phone allowance is to be set based on the frequency of the employee's use: an employee that has to use their phone for work on a daily basis will be afforded the higher allowance and otherwise they will be paid an allowance at the lower rate.

### Gym and Pool Membership

Employees are entitled to receive a gym membership and pool family pass free of charge each year.

The following restrictions may apply:

1. The gym membership is available for the employee's personal use only
2. Employees working less than 3 days per week (as defined) are not entitled to receive this benefit
3. The cash value of this entitlement cannot be redeemed in lieu of the benefits
4. Employees are still required to pay a \$50 bond for access cards (where applicable)
5. Employees must adhere to all facility rules and regulations.

### Relocation Expenses

Council will reimburse the CEO and Senior Employees upfront for relocation expenses up to the following amount when relocating to begin employment with the Shire of Narembeen:

- Chief Executive Officer - up to \$6,000
- Senior Employees - up to \$5,000

If the employee voluntarily leaves, or is dismissed for any reason, before they have completed 12 months of continuous service, then relocation expenses must be repaid on the following basis:

<b>Period of continuous service</b>	<b>Portion of expenses to be reimbursed</b>
Less than 3 months	100%
Less than 6 months	75%
Less than 9 months	50%
Less than 12 months	25%

Council will also reimburse other staff for relocation expenses of up to \$2,000 in arrears when relocating to Narembeen to begin employment with the Shire of Narembeen. Employees other than the CEO or Senior Staff will be reimbursed for relocation expenses upon completion of 12 months of continuous service.

For the purposes of this policy, 'relocation expenses' is taken to include all expenses incurred by the employee in relocating to Narembeen and does not solely refer to professional removalist expenses.

### Study allowance

The CEO is to develop a policy outlining the criteria for which study allowance may be provided to an employee under this policy

Council will financially support the cost of employees attaining certifications and qualifications (including the cost of study materials/resources), as determined to be appropriate by the CEO, up to the following maximum amount:

<b>Study type</b>	<b>Maximum contributions</b>
Certificate/diploma	\$5,000
Bachelor's degree	\$10,000
Post-graduate certifications	\$15,000

All employees afforded study allowance under this policy must provide written agreement that they will reimburse the Shire for **all** financial contributions towards their qualifications if they:

- leave the organisation within the timeframes outlined below, or
- fail to complete the approved study, meaning: a total failure to attain the qualification as agreed. Employees may attain their qualifications later than scheduled without 'failing' for the purpose of this policy (i.e. repeating a unit, etc) – any effort made in good faith to attain the specified qualifications will not require the employee to have to repay Council for its contributions.

For the avoidance of doubt:

- Council will not provide financial assistance towards any repeated units or supplementary exams, even if the financial contributions to date are under the specified maximum amount
- Council will not contribute to more than one set of textbooks or other learning resources if they are lost, damaged or otherwise can't be accessed or used for any reason.

Agreements with employees to financially support their studies require that the employee provide the following additional service from the **actual completion date** of their studies:

<b>Study type</b>	<b>Further service from completion date</b>
Certificate/diploma	6 months
Bachelor's degree	12 months
Post-graduate certifications	18 months

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## **DEFINITIONS**

CEO – the Shire of Narembeen's Chief Executive Officer or Acting Chief Executive Officer.

Council – the Shire of Narembeen Council

Councillor – a person duly elected to the office of Councillor on a Council by way of a free election.

'Three days per week' – in the context of the housing allowance, gym membership and pool family pass is to be interpreted as 3 full-time equivalent days for the position as per the relevant Award or Enterprise Bargaining Agreement.

## RELATED LEGISLATION

*Local Government Act 1995 Division 4 Section 5.36, 5.37, 5.40, 5.41*

*Work Health and Safety Act 2020*

*Fair Work Act 2009*

## RELATED POLICIES

Equal Employment Opportunity Management Plan

Code of Conduct – Employees

Executive Policy - Employment

## DELEGATED AUTHORITY

Nil

## DOCUMENT MANAGEMENT

Policy Number	3.14	
Policy Version	3	
Policy Owner(s)	Chief Executive Officer	
Reviewer	Executive Manager Corporate Services	
Review Frequency	3 years	
Creation Date	10 November 2020	OCM Ref 7125/20
Last Review Date	17 September 2024 17 February 2026	OCM Ref 7871/24 OCM Ref
Next Review Date	February 2029	

# Council Policy

## 3. Corporate Services

### 3.18 Gratuity Payments to Finishing Employees



#### POLICY OBJECTIVES

In compliance with section 5.50(1) of the *Local Government Act 1995*, to set out the circumstances in which the Shire of Narembeen may pay to an employee, whose employment with the Shire is finishing, an amount in addition to the employee's entitlement to under their contract of employment, Award or Enterprise Bargaining Agreement.

#### POLICY SCOPE

This policy applies to all employees.

This policy does not apply to volunteers or contractors, regardless of the nature or tenure of their relationship with the Shire.

Employees are specifically prohibited from receiving any form of gratuity if they are:

- dismissed for misconduct (gross or otherwise)
- given notice of the immediate termination of their employment contract, regardless of any conditions associated with this notice.

#### POLICY DETAIL

##### Gratuity Payments

Nothing in this policy may be taken to mean or otherwise be interpreted to infer or convey any form of entitlement by employees; gratuities of any form and amount are to be paid to employees at the sole discretion of the CEO and may be subject to a reduction in maximum amount or to complete removal by subsequent policy revisions by Council without consultation or notification to staff.

When an employee's service ceases with the Shire, the employee may be entitled to a gratuity payment up to the specified maximum amount. Gratuity payments serve as a means for the Shire to honour and thank employees who have made long-term contributions to the Shire and therefore have been structured to increase over time.

Years of Service	Maximum gratuity	Maximum cost of function
< 2	\$0	\$200
2 - 4	\$200	\$250
5 - 6	\$300	\$300
7 - 8	\$400	\$350
9 - 10	\$500	\$400
10+	\$1,000 + \$100 per additional year of service	\$400

For the avoidance of doubt "years of service" is taken to include all periods of:

1. paid annual and personal leave
2. authorised unpaid leave
3. worker's compensation
4. maternity and paternity leave.

However, "years of service" shall **not** be taken to include:

1. any period of unauthorised absence
2. any period of administrative leave or other suspension from duty.

It is noted that the above maximum gratuity payments have been set with regard to the maximum gratuity amounts payable as prescribed by *Local Government (Administration) Regulations 1996 Regulation 19A*.

It is further noted that per the *Local Government Act 1995 s5.50 (2)*, at the Chief Executive Officer's sole discretion an employee may be paid a gratuity more than the maximum stipulated in this policy, provided that:

1. the amount does not exceed the cap per the Regulations
2. local public notice is provided prior to the gratuity being paid
3. the Chief Executive Officer subsequently provides justification of the amount to Council.

## DEFINITIONS

**Chief Executive Officer** – the Shire of Narembeen's Chief Executive Officer, including any persons acting in this capacity in accordance with other Council policies.

**Council** – the Shire of Narembeen Council

**Senior Employees** – positions within the organisation as determined by Council per the *Local Government Act 1995 section 5.37 (1)* in 'Council Policy - Human Resource Management'.

## RELATED LEGISLATION

*Local Government Act 1995*

*Local Government (Administration) Regulations 1996*

*Work, Health and Safety Act (WA) 1984*

## RELATED POLICIES

### DELEGATED AUTHORITY

Nil

### DOCUMENT MANAGEMENT

Policy Number	3.18	
Policy Version	6	
Policy Owner(s)	Chief Executive Officer	
Reviewer	Executive Governance Officer	
Review Frequency	3 years	
Creation Date	16/09/1998	OCM Ref 781/98
Last Review Date	18 February 2015 15 February 2017	OCM Ref 5896/15 OCM Ref 6367/17

	10 November 2020 18 May 2023 18 February 2026	OCM Ref 7125/20 OCM Ref 7595/23
Next Review Date	February 2029	
File Ref (original)	CORPORATE MANAGEMENT\POLICY\Policy Register\3. Corporate Policies	

REVIEW

# Council Policy



## 3. Corporate Services

### 3.5 Legal Representation for Council Members and Employees

#### POLICY OBJECTIVES

To detail the circumstances in which the Shire of Narembeen (the 'Shire') will provide assistance with the costs of legal fees to Council Members and Employees.

#### POLICY SCOPE

This policy applies to all current council members and employees who are engaged in legal proceedings as a direct result of the performance of their duties as an elected member or employee.

#### POLICY DETAIL

##### 1. Payment criteria

1.1 There are four major criteria for determining whether the Shire will pay the legal representation costs of a council member or employee. These are:

- a) the legal representation costs must relate to a matter that arises from the performance, by the council member or employee, of his or her functions
- b) the legal representation cost must be in respect of legal proceedings that have been, or may be, commenced
- c) in performing his or her functions, to which the legal representation relates, the council member or employee must have acted in good faith, and must not have acted unlawfully or in a way that constitutes improper conduct; and
- d) the legal representation costs do not relate to a matter that is of a personal or private nature.

##### 2. Legal representation costs that may be approved

2.1 If the criteria in clause 1 of this policy are satisfied, the Shire may approve the payment of legal representation costs:

- e) when proceedings are brought against a council member or employee in connection with his or her functions – for example, an action for defamation or negligence arising out of a decision made or action taken by the council member or employee; or
- f) to enable proceedings to be commenced and/or maintained by a council member or employee to permit him or her to carry out his or her functions – for example, where a council member or employee seeks to take action to obtain a restraining order against a person using threatening behaviour to the council member or employee; or
- g) where exceptional circumstances are involved – for example, where a person or organisation is lessening the confidence of the community in the local government by publicly making adverse personal comments about council members or employees.

### **3. Legal representation costs that are not to be approved**

3.1 The Shire of Narembeen will not approve, unless under exceptional circumstances, the payment of legal representation costs for a defamation action, or a negligence action, incurred by a council member or an employee.

3.2 Pursuant to amendments to the *Local Government Act 1995* and associated regulations by the *Local Government Amendment Act 2024* Council members must also **not** be offered any financial assistance, any allocation of Shire resources (including employee time) nor may the Shire of Narembeen incur any part of an insurance premium in relation to:

- adjudicator fees charged to a Councillor under section 8A.19(2) of the *Local Government Act 1995*
- infringement notices issued to a Councillor by the Local Government Inspector or their authorised officer under Part 9 Division 2 Subdivision 2A of the *Local Government Act 1995*
- any fine or penalty imposed to a Councillor under the *Local Government Act 1995*
- any amount that a council member is ordered to pay under the *State Administrative Tribunal Act 2004* Part 4, Division 5
- any other exemplary or punitive damages that are awarded against a council member in civil proceedings before a court.

### **4. Application for payment**

4.1 A council member or employee who seeks assistance under this policy is to make an application, in writing, to the council or the CEO.

4.2 A written application for payment of legal representation costs is to give specific details of:

- h) the matter for which legal representation is sought;
- i) how that matter relates to the functions of the council member or employee making the application;
- j) the lawyer (or law firm) who is to be asked to provide the legal representation;
- k) the nature of legal representation to be sought (such as advice, representation in court, preparation of a document etc);
- l) an estimated cost of the legal representation; and
- m) why it is in the interests of the Shire for payment to be made.

4.3 As far as it is possible, the application is to be made before commencement of the legal representation to which the application relates.

4.4 An application seeking legal representation costs is to contain a declaration by the applicant that he or she has acted in good faith and has not acted unlawfully or in a way that constitutes improper conduct in relation to the matter to which the application relates.

4.5 The application is also to be accompanied by a signed statement by the applicant that he or she:

- a) has read, and understands, the terms of this policy
- b) acknowledges that any approval of legal representation costs is conditional on the repayment provisions of clause 8 and any other conditions to which the approval is subject; and
- c) undertakes to repay to the Shire any legal representation costs in accordance with the provisions of clause 8.

## **5. Limit on cost**

5.1 All approved applications for legal representation costs in accordance with this policy shall have a limit specified on the costs to be paid by the Shire of Narembeen, based on the lesser amount of the estimated costs detailed in the application and Council's resolution.

5.2 applicants may make applications for further legal representation costs in respect of the same matter, unless resolved otherwise by Council.

## **6. Council's powers**

6.1 Council may, by resolution, refuse an application, grant an application or otherwise grant an application subject to terms and conditions. Council will exercise this power at its absolute discretion, subject to the terms of this policy.

6.2 Conditions under clause 6.1 may include, but are not restricted to, a requirement to enter into a formal agreement, including a security agreement, relating to the payment, and repayment, of legal representation costs.

6.3 In assessing an application, Council may have regard to any insurance benefits that may be available to the applicant through the Shire of Narembeen except for circumstances to which Clause 3 applies

6.4 Council may, at any time, revoke or vary its approval, or any terms and conditions attached to its approval for the payment of legal representation costs.

6.5 Council may, subject to clause 6.6, determine that a Councillor or employee whose application for legal representation costs has been approved has, in respect of the matter for which legal representation costs were approved:

- a) not acted in good faith, or has acted unlawfully or in a way that constitutes improper conduct; or
- b) given false or misleading information in respect of the application.

6.6 A determination under clause 5.5 may be made by the council only on the basis of, and consistent with, the findings of a court, tribunal or inquiry.

6.7 Where Council makes a determination under clause 6.5, the legal representation costs paid by the Shire of Narembeen are to be repaid by the Councillor or employee in accordance with clause 7.

## **7. Delegation to Chief Executive Officer**

7.1 In cases where a delay in the approval of an application will be detrimental to the legal rights of the applicant, the CEO may exercise, on behalf of Council, any of the powers of Council under clause 6.1 and 6.2, to a maximum of \$10,000 in respect of each application.

7.2 An application approved by the CEO under clause 7.1, is to be submitted to the next ordinary meeting of Council. Council may exercise any of its powers under this policy, including its powers under clause 6.4.

## **8. Repayment of legal representation costs**

8.1 A council member or employee whose legal representation costs have been paid by the Shire of Narembeen is to repay:

- a) all of those costs – in accordance with a determination Council under clause 6.7
- b) as much of those costs as is demanded in accordance with clause 6.4

- c) as much of those costs as are available to be paid by way of set-off – where the council member or employee receives monies for costs, damages, or settlement, in respect of the matter for which the Shire of Narembeen paid the legal representation costs.

8.2 The Shire may take action in a court of competent jurisdiction to recover any monies due to it under this policy.

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## DEFINITIONS

- approved lawyer is to be:
  - a 'certified practitioner' under the *Professions Act 2008*;
  - from a law firm on the Shire's panel of legal service providers, if relevant, unless the council considers that this is not appropriate – for example where there is or may be a conflict of interest or insufficient expertise; and
  - approved in writing by the council or the CEO under delegated authority.
- council member or employee means a current or former commissioner, council member, non-elected member of a council committee or employee of the Shire.
- legal proceedings may be civil, criminal or investigative.
- legal representation is the provision of legal services, to or on behalf of a council member or employee, by an approved lawyer that are in respect of:
  - a matter or matters arising from the performance of the functions of the council member or employee; and
  - legal proceedings involving the council member or employee that have been, or may be, commenced.
- legal representation costs are the costs, including fees and disbursements, properly incurred in providing legal representation.
- legal services includes advice, representation or documentation that is provided by an approved lawyer.
- payment by the city/town/shire of legal representation costs may be either by:
  - a direct payment to the approved lawyer (or the relevant firm); or
  - a reimbursement to the council member or employee.

## RELATED LEGISLATION

Local Government Act 1995

Local Government Amendment Act 2024

## RELATED POLICIES

Councillor code of conduct

## DELEGATED AUTHORITY

Nil

## DOCUMENT MANAGEMENT

Policy Number	3.5
Policy Version	2
Policy Owner(s)	Chief Executive Officer
Reviewer	Executive Manager Corporate Services

Review Frequency	3 years	
Creation Date	16 November 2021	OCM Ref 7290/21
Last Review Date	18 February 2025 (updated)	OCM Ref 7947/25
Next Review Date	February 2028	
File Ref (original)	G:\Records\OPEN\CORPORATE MANAGEMENT\POLICY\Policy Register	
File ref (copy)		

**ATTACHMENT 14.2A**  
**Budget Review for period ended**  
**31 January 2026**



Shire of Narembeen

# **BUDGET REVIEW**

For the period ended 31 January 2026

**SHIRE OF NAREMBEEN**

**BUDGET REVIEW REPORT**

**FOR THE PERIOD ENDED 31 JANUARY 2026**

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

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SHIRE OF NAREMBEEN  
STATEMENT OF BUDGET REVIEW  
FOR THE PERIOD ENDED 31 JANUARY 2026

	Note	Budget v Actual		Estimated Amount at Year End (b)	Predicted Variance (b) - (a)
		Adopted Budget	Year to Date Actual		
		\$	\$		
<b>OPERATING ACTIVITIES</b>					
<b>Revenue from operating activities</b>					
General rates	4.1	2,251,720	2,241,374	2,250,220	(1,500) <span style="color: blue;">▲</span>
Rates excluding general rates	4.2	32,951	32,385	32,951	<span style="color: blue;">▲</span>
Operating grants, subsidies and contributions	4.3	1,715,530	1,108,608	1,683,688	(31,842) <span style="color: blue;">▲</span>
Fees and charges	4.4	549,698	438,564	571,738	22,040 <span style="color: blue;">▲</span>
Interest revenue	4.5	376,931	182,454	376,931	<span style="color: blue;">▲</span>
Other revenue	4.6	119,000	247,938	212,986	93,986 <span style="color: blue;">▲</span>
Profit on asset disposals	4.7	16,000	43,378	60,658	44,658 <span style="color: blue;">▲</span>
		5,061,830	4,294,701	5,189,172	127,342
<b>Expenditure from operating activities</b>					
Employee costs	4.8	(2,304,124)	(1,428,003)	(2,276,099)	28,025 <span style="color: green;">▼</span>
Materials and contracts	4.9	(1,814,326)	(1,084,600)	(1,754,061)	60,265 <span style="color: green;">▼</span>
Utility charges	4.10	(257,850)	(130,645)	(279,350)	(21,500) <span style="color: green;">▼</span>
Depreciation	4.11	(3,235,234)	(1,565,368)	(3,235,234)	0 <span style="color: green;">▼</span>
Finance costs	4.12	(28,135)	(14,609)	(28,135)	0 <span style="color: green;">▼</span>
Insurance	4.13	(274,399)	(279,353)	(275,599)	(1,200) <span style="color: green;">▼</span>
Other expenditure	4.14	(225,457)	(125,487)	(223,457)	2,000 <span style="color: green;">▼</span>
Loss on asset disposals	4.15	(45,000)	0	(45,500)	(500) <span style="color: green;">▼</span>
		(8,184,525)	(4,628,065)	(8,117,435)	67,090
Non-cash amounts excluded from operating activities		3,267,736	1,446,432	3,223,578	(44,158)
<b>Amount attributable to operating activities</b>		145,041	1,113,068	295,315	150,274
<b>INVESTING ACTIVITIES</b>					
<b>Inflows from investing activities</b>				0	
Capital grants, subsidies and contributions	4.16	2,666,614	795,481	2,562,802	(103,812) <span style="color: blue;">▲</span>
Proceeds from disposal of assets	4.17	160,000	54,385	229,164	69,164 <span style="color: blue;">▲</span>
Proceeds from self supporting loans	4.18	12,560	3,969	12,560	0 <span style="color: blue;">▲</span>
		2,839,174	853,835	2,804,526	(34,648)
<b>Outflows from investing activities</b>					
Purchase of intangible assets	4.19	(235,000)	(25,880)	(24,880)	210,120 <span style="color: green;">▼</span>
Purchase of plant and equipment	4.20	(1,988,320)	(720,608)	(2,142,876)	(154,556) <span style="color: green;">▼</span>
Purchase and construction of infrastructure	4.21	(4,441,515)	(1,333,455)	(3,913,801)	527,714 <span style="color: green;">▼</span>
		(6,664,835)	(2,079,943)	(6,081,557)	583,278
<b>Amount attributable to investing activities</b>		(3,825,661)	(1,226,108)	(3,277,031)	548,630
<b>FINANCING ACTIVITIES</b>					
<b>Cash inflows from financing activities</b>					
Transfers from reserve accounts		1,436,554	0	0	0
		1,436,554	0	0	0
<b>Cash outflows from financing activities</b>					
Repayment of borrowings		(83,070)	(40,993)	0	0
Transfers to reserve accounts		(510,823)	(120,696)	0	0
		(593,893)	(161,689)	0	0
<b>Amount attributable to financing activities</b>		842,661	(161,689)	0	0
<b>MOVEMENT IN SURPLUS OR DEFICIT</b>					
<b>Surplus or deficit at the start of the financial year</b>	4.22	2,837,959	2,278,155	2,278,155	(559,804) <span style="color: blue;">▲</span>
Amount attributable to operating activities		145,041	1,113,068	295,315	150,274
Amount attributable to investing activities		(3,825,661)	(1,226,108)	(3,277,031)	548,630
Amount attributable to financing activities		842,661	(161,689)	842,661	0
<b>Surplus or deficit after imposition of general rates</b>	2(a),4.23	0	2,003,426	139,100	139,100 <span style="color: green;">▼</span>

**SHIRE OF NAREMBEEN**  
**NOTES TO AND FORMING PART OF THE BUDGET REVIEW REPORT**  
**FOR THE PERIOD ENDED 31 JANUARY 2026**

## 1. BASIS OF PREPARATION

This budget review 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 budget review 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 Narembeen to measure any vested improvements at zero cost.

*Local Government (Financial Management) Regulations 1996*, regulation 33A prescribes contents of the budget review.

Accounting policies which have been adopted in the preparation of this budget review have been consistently applied unless stated otherwise. Except for the statement of financial activity, the budget review 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.

### **Year to Date Actual balances**

Balances shown in this budget as Year to Date Actual are based on records at the time of preparation of the budget review and are subject to final adjustments.

### **Rounding off figures**

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

### **THE LOCAL GOVERNMENT REPORTING ENTITY**

All funds through which the Shire of Narembeen 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.

### **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 budget review.

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 current financial year:

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

### **MATERIAL ACCOUNTING POLICIES**

Material accounting policies utilised in the preparation of these statements are as described within the 2025-26 Annual Budget. Please refer to the adopted budget document for details of these policies.

SHIRE OF NAREMBEE  
NOTES TO THE BUDGET REVIEW REPORT  
FOR THE PERIOD ENDED 31 JANUARY 2026

2 NET CURRENT FUNDING POSITION  
EXPLANATION OF DIFFERENCE IN NET CURRENT ASSETS AND SURPLUS/(DEFICIT)

(a) Composition of estimated net current assets	Audited Actual 30 June 2025	Adopted Budget 30 June 2026	Updated Budget	
			Estimates 30 June 2026	Year to Date Actual 31 January 2026
<b>Current assets</b>				
Cash and cash equivalents	9,030,289	5,284,197	5,423,297	8,043,799
Financial assets	12,560	0	0	8,591
Trade and other receivables	593,101	541,806	541,806	175,126
Inventories	25,943	73,416	73,416	353,574
	9,661,893	5,899,419	6,038,519	8,581,090
<b>Less: current liabilities</b>				
Trade and other payables	(878,384)	(480,045)	(480,045)	(86,280)
Contract liabilities	(134,456)	(11,060)	(11,060)	0
Borrowings	(83,071)	0	0	(42,077)
Employee related provisions	(370,363)	(351,067)	(351,067)	(370,363)
Other provisions	(107,436)	(102,441)	(102,441)	(111,197)
	(1,573,710)	(944,613)	(944,613)	(609,917)
<b>Net current assets</b>	8,088,183	4,954,806	5,093,906	7,971,173
Less: Total adjustments to net current assets	(5,810,028)	(4,954,806)	(4,954,806)	(5,967,748)
<b>Closing funding surplus / (deficit)</b>	2,278,155	0	139,100	2,003,425

(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.

	Audited Actual 30 June 2025	Adopted Budget 30 June 2026	Updated Budget	
			Estimates 30 June 2026	Year to Date Actual 31 January 2026
<b>Adjustments to net current assets</b>				
Less: Reserve accounts	(5,880,539)	(4,954,806)	(4,954,806)	(6,001,234)
Less: Financial assets at amortised cost - self supporting loans	(12,560)	0	0	(8,591)
Add: Current liabilities not expected to be cleared at end of year				
- Current portion of borrowings	83,071	0	0	42,077
<b>Total adjustments to net current assets</b>	(5,810,028)	(4,954,806)	(4,954,806)	(5,967,748)

(c) Non-cash amounts excluded from operating activities

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

	Audited Actual 30 June 2025	Adopted Budget 30 June 2026	Updated Budget	
			Estimates 30 June 2026	Year to Date Actual 31 January 2026
<b>Adjustments to operating activities</b>				
Less: Profit on asset disposals	(102,311)	(16,000)	(60,658)	(43,378)
Less: Fair value adjustments to financial assets at fair value through profit or loss	3,551	3,502	3,502	(75,558)
Less: Share of net profit of associates and joint ventures accounted for using the equity method	30,928	0	0	0
Add: Loss on disposal of assets		45,000	45,500	0
Add: Loss on revaluation of fixed assets	40,582	0	0	0
Add: Depreciation on assets	3,055,386	3,235,234	3,235,234	1,565,368
Non-cash movements in non-current assets and liabilities:				
Employee benefit provisions	30,099	0	0	0
Investments in associates	3,000	0	0	0
<b>Non-cash amounts excluded from operating activities</b>	3,061,235	3,267,736	3,223,578	1,446,432

**SHIRE OF NAREMBEEN**  
**NOTES TO THE REVIEW OF THE ANNUAL BUDGET**  
**FOR THE PERIOD ENDED 31 JANUARY 2026**

**4 PREDICTED VARIANCES**

	<b>Variance</b>	
	\$	
<b>Revenue from operating activities</b>		
<b>4.1 General rates</b>	<b>(1,500)</b>	▲
4.1.1 3112000 - RATES - Debtors Written Off	(1,500)	
<b>4.3 Operating grants, subsidies and contributions</b>	<b>(31,842)</b>	▲
4.3.1 9221016 - OTH HOUSE - Other Reimbursements	9,750	
4.3.2 1052122 - CRC - Grant Funding, Events	(15,000)	
4.3.3 1052123 - CRC - Grant Funding, Trainee	(25,000)	
4.3.4 1142200 - LIBRARY - Grant Funding Received	4,200	
4.3.5 1212100 - ROADS - Main Roads Direct Grant	(5,792)	
<b>4.4 Fees and charges</b>	<b>22,040</b>	▲
4.4.1 9121001 - EMP HOUSE - 10 Hilton Way, Rent Received	(2,240)	
4.4.2 9121002 - EMP HOUSE - 21 Northmore Street, Rent Received	7,800	
4.4.3 9121003 - EMP HOUSE - 15 Northmore Street, Rent Received	6,600	
4.4.4 9121005 - EMP HOUSE - 33 Thomas Street, Rent Received	8,580	
4.4.5 1052100 - CEMETERY - Internment Fees and Charges	1,500	
4.4.6 1052530 - CRC - Sales, Training and Workshops (GST)	(3,750)	
4.4.7 1052520 - CRC - Sales, Training and Workshops (GST-free)	(3,750)	
4.4.8 1332200 - BUILDING - Building License Application Fees	2,000	
4.4.9 1482102 - COM BUILD - 6/19 Churchill Street (Pop-Up Shop), Rent Received	2,800	
4.4.10 1412400 - PW - Private Works Income	2,500	
<b>4.6 Other revenue</b>	<b>93,986</b>	▲
4.6.1 9124001 - EMP HOUSE - Insurance Reimbursement	9,900	
4.6.2 1021302 - BENDERING - Private Works Income	8,036	
4.6.3 1052550 - CRC - Paid Parental Leave Income	1,050	
4.6.4 1472100 - WORKS - Insurance Reimbursement, Workers Compensation	75,000	
<b>4.7 Profit on asset disposals</b>	<b>44,658</b>	▲
4.7.1 1442200 - PLANT - Profit on Sale of Assets	44,658	
<b>Expenditure from operating activities</b>		
<b>4.8 Employee costs</b>	<b>28,025</b>	▼
4.8.1 1021301 - BENDERING - Private works, capital improvements	(8,979)	
4.8.2 1051111 - CRC - Employee Costs	39,970	
4.8.3 CR21 - Halloween Event	(250)	
4.8.4 CRC2 - Triathlon	12,674	
4.8.5 132116 - TOURISM - Employee Costs	7,861	
4.8.6 1411130 - PW - Private works expenses	(250)	
4.8.7 1431655 - WORKS - Long Service Leave	(21,500)	
4.8.8 1431107 - WORKS - Pre-Employment Medicals	(1,000)	
4.8.9 1431601 - WORKS - Staff amenities	(500)	

**SHIRE OF NAREMBEEN**  
**NOTES TO THE REVIEW OF THE ANNUAL BUDGET**  
**FOR THE PERIOD ENDED 31 JANUARY 2026**

**4 PREDICTED VARIANCES**

	<b>Variance</b>
	\$
<b>4.9 Materials and contracts</b>	<b>60,265</b> ▼
4.9.1 3119050 - RATES - Postage, Printing and Stationery	(1,500)
4.9.2 4113000 - COUNCIL - Election Expense	10,000
4.9.3 4200002 - GOVERN - Audit Fees	(3,000)
4.9.4 4200004 - GOVERN - Contractors and Consultants	(24,724)
4.9.5 5111008 - FIRE - Contractors and Consultants	500
4.9.6 7511007 - HEALTH - Contractors and Consultants	(2,000)
4.9.7 9111415 - EMP HOUSE - 8 Cheetham Way, Repairs and Maintenance	(10,000)
4.9.8 9111435 - OTH HOUSE - 2/31 Currall Street, Repairs and Maintenance	(7,000)
4.9.9 9111463 - OTH HOUSE - 2/24 Doreen Street, Repairs and Maintenance	(16,635)
4.9.10 9229502 - OTH HOUSE - Contractors and Consultants	211,000
4.9.11 1021301 - BENDERING - Private works, capital improvements	(5,015)
4.9.12 1021301 - BENDERING - Private works, capital improvements	(3,510)
4.9.13 1052358 - CRC - Subscriptions and memberships	(980)
4.9.14 1052369 - CRC - New events and initiatives	715
4.9.15 CR21 - Halloween Event	(465)
4.9.16 CRC2 - Triathlon	3,500
4.9.17 1051252 - TOILETS - Apex Park Toilets, Repairs and Maintenance	(2,000)
4.9.18 1051263 - TOILETS - 13 Churchill Street Toilets, Repairs and Maintenance	(1,000)
4.9.19 1131190 - HALLS - Contractors and consultants	(6,500)
4.9.20 1481150 - HALLS - 15 Thomas St (Snr Citz), Repairs and Maintenance	(1,000)
4.9.21 1131102 - HALLS - 32 Currall Street (Recreation Centre), Repairs and Maintenance	(5,000)
4.9.22 1121115 - GARDENS - Townsite	(7,000)
4.9.23 1131189 - SPORT - Gym, Equipment Replacement and Maintenance	(2,500)
4.9.24 1131156 - SPORT - Mount Arrowsmith Tennis Club, Repairs and Maintenance	(4,000)
4.9.25 1131140 - SPORT - Narembeen Golf Club, Repairs and Maintenance	(1,000)
4.9.26 1131200 - SPORT - Walker Lake Exercise Equipment & Walk Trail, Repairs and Maintenance	(1,500)
4.9.27 1141303 - LIBRARY - Minor Furniture, Resources and Toys	(4,200)
4.9.28 1251100 - AERO - Airfield, Repairs and Maintenance	(5,000)
4.9.29 1321128 - CARAVAN - Booking administration fees	(3,000)
4.9.30 1338000 - BUILDING - Contractors and Consultants	(1,000)
4.9.31 1481111 - COM BUILD - 1/19 Churchill Street (Pharmacy), Repairs and Maintenance	(8,500)
4.9.32 1051650 - COM BUILD - 2/19 Churchill Street (CRC), Repairs and Maintenance	(3,500)
4.9.33 1481115 - COM BUILD - 6/19 Churchill Street (Pop-Up Shop), Repairs and Maintenance	(5,000)
4.9.34 1121500 - POOL - Contractors	(10,000)
4.9.35 4211300 - ADMIN - Computer Equipment	(1,500)
4.9.36 4212700 - ADMIN - Contractors and Consultants	(8,000)
4.9.37 4211360 - ADMIN - Managed IT Services	(5,000)
4.9.38 4212400 - ADMIN - Subscriptions and memberships	(1,771)
4.9.39 1411130 - PW - Private Works Expenses	(2,400)
4.9.40 1411130 - PW - Private Works Expenses	(350)
4.9.41 1411130 - PW - Private Works Expenses	(250)
4.9.42 1431701 - WORKS - Building maintenance consumables	(1,000)
4.9.43 1431650 - WORKS - Postage, Printing and Stationery	3,000
4.9.44 1431628 - WORKS - Subscriptions and Memberships	(1,650)
<b>4.10 Utility charges</b>	<b>(21,500)</b> ▼
4.10.1 1051275 - TOILETS - Apex Park Toilets, Utilities	(500)
4.10.2 1131103 - HALLS - 32 Currall Street (Recreation Centre), Utilities	(25,000)
4.10.3 1481140 - HALLS - Avoca Farm, Utilities	(500)
4.10.4 1131133 - SPORT - Narembeen Bowling Green, Utilities	3,000
4.10.5 1131149 - SPORT - Narembeen Netball Courts, Utilities	1,500
<b>4.13 Insurance</b>	<b>(1,200)</b> ▼
4.13.1 9111477 - OTH HOUSE - 24 Cheetham Way, Insurance	(1,200)
<b>4.14 Other expenditure</b>	<b>2,000</b> ▼
4.14.1 4116000 - COUNCIL - Independent Committee Chair	2,000
<b>4.15 Loss on asset disposals</b>	<b>(500)</b> ▼
4.15.1 1441900 - PLANT - Loss on Sale of Assets	(500)
<b>4.15 Non-cash amounts excluded from operating activities</b>	<b>(44,158)</b>

**SHIRE OF NAREMBEEN**  
**NOTES TO THE REVIEW OF THE ANNUAL BUDGET**  
**FOR THE PERIOD ENDED 31 JANUARY 2026**

**4 PREDICTED VARIANCES**

	<b>Variance</b>
	\$
<b>Inflows from investing activities</b>	
<b>4.16 Capital grants, subsidies and contributions</b>	<b>(103,812)</b> <span style="color: blue;">▲</span>
4.17.1 1100010 - SPORT - LotteryWest Funding	(250,000)
4.17.2 1212200 - ROADS - Regional Road Group (RRG) Grant Funding	77,881
4.17.3 1212600 - ROADS - Roads to Recovery (R2R) Grant Funding	60,000
4.17.4 1222301 - ROADS - Community Water Supply Grant, Stormwater Harvesting (Irrigation Pipeline)	(1,693)
4.17.5 1222302 - ROADS - Streets Alive Grant Funding	100,000
4.17.6 1000006 - ADMIN - Disaster Ready Fund, CRC generator	(90,000)
<b>4.17 Proceeds from disposal of assets</b>	<b>69,164</b> <span style="color: blue;">▲</span>
4.18.1 148300 - Proceeds on sale of assets, Howard Porter - Side Tipper, NB3937 (2002)	23,870
4.18.2 148300 - Proceeds on sale of assets, Dolly, NB15003 (2019)	24,700
4.18.3 148300 - Proceeds on sale of assets, Ford Ranger - Single Cab Ute, NB7399 (2008)	3,500
4.18.4 148300 - Proceeds on sale of assets, Nissan Navara - Dual Cab Ute, 1HAQ077 (2015)	12,000
4.18.5 148300 - Proceeds on sale of assets, Diesel bowser and fuel cell	5,094
<b>Outflows from investing activities</b>	
<b>4.19 Purchase of intangible assets</b>	<b>210,120</b> <span style="color: red;">▼</span>
4.20.1 2352 - New ERP - Implementation costs	200,000
4.20.2 2351 - Website redevelopment	10,120
<b>4.20 Purchase of plant and equipment</b>	<b>(154,556)</b> <span style="color: red;">▼</span>
4.21.1 2178 - Staff housing, Thomas St builds	(16,500)
4.21.2 2183 - Recreation Centre, female changerooms (design)	17,200
4.21.4 2379 - Cr Cheetham Way & Brown St, subdivision costs	(50,000)
4.21.5 2317 - Transfer station, Concrete slab for shed	12,882
4.21.6 2375 - Pool building, epoxy non-slip flooring	(26,853)
4.21.7 2378 - Depot, concrete flooring for sheds	(20,000)
4.21.8 2185 - Admin - Council Chambers Furniture	(21,330)
4.21.9 2376 - Caravan Park, new beds and furniture	(25,000)
4.21.10 2195 - Light tipper	(5,673)
4.21.11 2365 - Replacement Light Vehicle (NB7900)	(2,777)
4.21.12 2369 - Skidsteer attachment, spray unit with boom	(4,260)
4.21.13 2356 - Admin, CRC and mechanic - new computers	(2,690)
4.21.14 2373 - 5 and 7 Currall Street Narembeen, land acquisition costs	(3,890)
4.21.15 2302 - 20 Cheetham Way, outdoor blinds	(5,665)
<b>4.21 Purchase and construction of infrastructure</b>	<b>527,714</b> <span style="color: red;">▼</span>
4.22.1 2326 - R2R - Yeomans Road, Gravel resheeting (SLK 15.13 - 21.00)	(60,000)
4.22.2 2341 - RRG - Narembeen South Road, Reconstruction and primer seal to 7.2m (SLK 5.17 - 8.97)	(116,821)
4.22.3 2377 - Streets Alive - Currall Street slow zone	(106,500)
4.22.4 2218 - CRC Precinct - Generator Installation	100,000
4.22.5 2350 - New District Entrance Signs (x4)	(3,000)
4.22.6 2321 - Motorcross, perimeter fencing, restoration works and signage	58,000
4.22.7 2378 - Apex Park, replacement shade sails	(10,200)
4.22.8 2162 - BMX track, survey and design	515,936
4.22.9 2223 - Narembeen oval, switchboard	40,682
4.22.10 2222 - Narembeen hockey field lights (Club Night Lights)	109,617
<b>4.22 Surplus or deficit at the start of the financial year</b>	<b>(559,804)</b> <span style="color: blue;">▲</span>
<b>4.23 Surplus or deficit after imposition of general rates</b>	<b>139,100</b> <span style="color: red;">▼</span>

**ATTACHMENT 14.3A**  
**Financial statements for month ended**  
**31 December 2025**



SHIRE OF NAREMBEEN

# MONTHLY FINANCIAL STATEMENTS

**DECEMBER 2025**

# SHIRE OF NAREMBEEN

## MONTHLY FINANCIAL REPORT

For the period ended 31 December 2025

*LOCAL GOVERNMENT ACT 1995*

*LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATIONS 1996*

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**SHIRE OF NAREMBEEN**  
**STATEMENT OF FINANCIAL ACTIVITY**  
**FOR THE PERIOD ENDED 31 DECEMBER 2025**

Note	Adopted Budget Estimates (a)	YTD Budget Estimates (b)	YTD Actual (c)	Variance* \$ (c) - (b)	Variance* % ((c) - (b))/(b)	Var. ▲ ▼	
	\$	\$	\$	\$	%		
<b>OPERATING ACTIVITIES</b>							
<b>Revenue from operating activities</b>							
General rates	2,251,720	2,246,972	2,241,374	(5,598)	(0%)		
Rates excluding general rates	32,951	32,951	32,385	(566)	(2%)		
Grants, subsidies and contributions	1,715,530	1,013,157	1,103,864	90,707	9%		
Fees and charges	549,698	375,083	378,673	3,590	1%		
Interest revenue	376,931	188,454	175,588	(12,866)	(7%)		
Other revenue	119,000	74,740	165,466	90,726	121%	▲	
Profit on asset disposals	16,000	7,998	43,378	35,380	442%	▲	
Fair value adjustments to financial assets at fair value through profit or loss	0	0	75,558	75,558	0.00%		
	<b>5,061,830</b>	<b>3,939,355</b>	<b>4,216,286</b>	<b>276,931</b>	<b>7.03%</b>		
<b>Expenditure from operating activities</b>							
Employee costs	(2,304,124)	(1,241,646)	(1,265,251)	(23,605)	(1.90%)		
Materials and contracts	(1,814,326)	(1,052,124)	(958,199)	93,925	8.93%		
Utility charges	(257,850)	(128,796)	(123,334)	5,462	4.24%		
Depreciation	(3,235,234)	(1,617,432)	(1,565,368)	52,064	3.22%		
Finance costs	(28,135)	(14,609)	(14,609)	0	0.00%		
Insurance	(274,399)	(273,428)	(277,987)	(4,559)	(1.67%)		
Other expenditure	(225,457)	(112,716)	(122,365)	(9,649)	(8.56%)		
Loss on asset disposals	(45,000)	(2,000)	0	2,000	100.00%		
	<b>(8,184,525)</b>	<b>(4,442,751)</b>	<b>(4,327,113)</b>	<b>115,638</b>	<b>2.60%</b>		
Non cash amounts excluded from operating activities	2(c)	3,267,736	1,611,434	1,446,432	(165,002)	(10.24%)	
<b>Amount attributable to operating activities</b>		<b>145,041</b>	<b>1,108,038</b>	<b>1,335,605</b>	<b>227,567</b>	<b>20.54%</b>	
<b>INVESTING ACTIVITIES</b>							
<b>Inflows from investing activities</b>							
Proceeds from capital grants, subsidies and contributions	2,666,614	1,583,306	482,025	(1,101,281)	(69.56%)	▼	
Proceeds from disposal of assets	160,000	0	54,385	54,385	0.00%		
Proceeds from financial assets at amortised cost - self supporting loans	12,560	0	3,969	3,969	0.00%		
	<b>2,839,174</b>	<b>1,583,306</b>	<b>540,379</b>	<b>(1,042,927)</b>	<b>(65.87%)</b>		
<b>Outflows from investing activities</b>							
Acquisition of property, plant and equipment	(1,988,320)	(1,254,967)	(702,985)	551,982	43.98%	▲	
Acquisition of infrastructure	(4,441,515)	(2,523,248)	(1,222,512)	1,300,736	51.55%	▲	
Payments for intangible assets	(235,000)	(117,492)	(25,880)	91,612	77.97%	▲	
	<b>(6,664,835)</b>	<b>(3,895,707)</b>	<b>(1,951,377)</b>	<b>1,944,330</b>	<b>49.91%</b>		
<b>Amount attributable to investing activities</b>		<b>(3,825,661)</b>	<b>(2,312,401)</b>	<b>(1,410,997)</b>	<b>901,404</b>	<b>38.98%</b>	
<b>FINANCING ACTIVITIES</b>							
<b>Inflows from financing activities</b>							
Transfer from reserves	1,436,554	0	0	0	0.00%		
	<b>1,436,554</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.00%</b>		
<b>Outflows from financing activities</b>							
Repayment of borrowings	(83,070)	(40,993)	(40,993)	0	0.00%		
Transfer to reserves	(510,823)	0	(120,696)	(120,696)	0.00%		
	<b>(593,893)</b>	<b>(40,993)</b>	<b>(161,689)</b>	<b>(120,696)</b>	<b>(294.43%)</b>		
<b>Amount attributable to financing activities</b>		<b>842,661</b>	<b>(40,993)</b>	<b>(161,689)</b>	<b>(120,696)</b>	<b>(294.43%)</b>	
<b>MOVEMENT IN SURPLUS OR DEFICIT</b>							
<b>Surplus or deficit at the start of the financial year</b>							
Amount attributable to operating activities	2(a)	2,837,959	2,837,959	2,278,153	(559,806)	(19.73%)	
Amount attributable to investing activities		145,041	1,108,038	1,335,605	227,567	20.54%	
Amount attributable to financing activities		(3,825,661)	(2,312,401)	(1,410,997)	901,404	38.98%	
<b>Surplus or deficit after imposition of general rates</b>		<b>842,661</b>	<b>(40,993)</b>	<b>(161,689)</b>	<b>(120,696)</b>	<b>(294.43%)</b>	
		<b>(0)</b>	<b>1,592,603</b>	<b>2,041,072</b>	<b>448,469</b>	<b>28.16%</b>	

**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 NAREMBEEN**  
**STATEMENT OF FINANCIAL POSITION**  
**FOR THE PERIOD ENDED 31 DECEMBER 2025**

	<b>Actual 30 June 2025</b>	<b>Actual as at 31 December 2025</b>
	\$	
<b>CURRENT ASSETS</b>		
Cash and cash equivalents	9,030,289	8,190,594
Trade and other receivables	239,525	205,820
Other financial assets	12,560	8,591
Inventories	25,943	0
Contract assets	353,574	353,574
<b>TOTAL CURRENT ASSETS</b>	<b>9,661,891</b>	<b>8,758,579</b>
<b>NON-CURRENT ASSETS</b>		
Other financial assets	125,391	200,949
Inventories	108,172	108,172
Investment in associate	41,553	41,553
Property, plant and equipment	23,802,419	24,787,068
Infrastructure	147,692,048	147,082,402
<b>TOTAL NON-CURRENT ASSETS</b>	<b>171,769,583</b>	<b>172,220,144</b>
<b>TOTAL ASSETS</b>	<b>181,431,474</b>	<b>180,978,723</b>
<b>CURRENT LIABILITIES</b>		
Trade and other payables	875,130	95,391
Contract liabilities	134,456	134,456
Borrowings	83,071	42,077
Employee related provisions	370,363	370,363
Other provisions	107,436	107,436
DOT licensing funds on hand	3,255	35
<b>TOTAL CURRENT LIABILITIES</b>	<b>1,573,711</b>	<b>749,758</b>
<b>NON-CURRENT LIABILITIES</b>		
Borrowings	497,839	497,839
Employee related provisions	59,880	59,880
<b>TOTAL NON-CURRENT LIABILITIES</b>	<b>557,719</b>	<b>557,719</b>
<b>TOTAL LIABILITIES</b>	<b>2,131,430</b>	<b>1,307,477</b>
<b>NET ASSETS</b>	<b>179,300,044</b>	<b>179,671,243</b>
<b>EQUITY</b>		
Retained surplus	56,479,960	56,730,465
Reserve accounts	5,880,538	6,001,234
Revaluation surplus	116,939,546	116,939,546
<b>TOTAL EQUITY</b>	<b>179,300,044</b>	<b>179,671,245</b>

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

**SHIRE OF NAREMBEEN**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**FOR THE PERIOD ENDED 31 DECEMBER 2025**

**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.

**THE LOCAL GOVERNMENT REPORTING ENTITY**

All funds through which the Shire controls resources to carry on its functions have been included in the financial statements forming part of this financial report.

All monies held in the Trust Fund are excluded from the financial statements.

**MATERIAL ACCOUNTING POLICIES**

Material accounting policies utilised in the preparation of these statements are as described within the 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 accounting

**SHIRE OF NAREMBEEN  
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 31 DECEMBER 2025**

## 2 NET CURRENT ASSETS INFORMATION

(a) Net current assets used in the Statement of Financial Activity	Note	Adopted	Actual as at 30 June 2025	Actual as at 31 December 2025
		Budget Opening 1 July 2025		
<b>Current assets</b>		\$	\$	\$
Cash and cash equivalents		5,284,197	9,030,289	8,190,594
Trade and other receivables		541,806	239,525	205,820
Other financial assets		0	12,560	8,591
Inventories		73,416	25,943	0
Contract assets		0	353,574	353,574
		5,899,419	9,661,891	8,758,579
<b>Less: current liabilities</b>				
Trade and other payables		(480,045)	(875,130)	(95,391)
Other liabilities		(11,060)	0	0
Borrowings		0	(83,071)	(42,077)
Employee related provisions		(351,067)	(370,363)	(370,363)
Other provisions		(102,441)	(107,436)	(107,436)
Contract liabilities		0	(134,456)	(134,456)
DOT funds on hand		0	(3,255)	(35)
		(944,613)	(1,573,711)	(749,758)
Net current assets		4,954,806	8,088,180	8,008,821
Less: Total adjustments to net current assets	2(b)	(5,880,537)	(5,810,027)	(5,967,748)
<b>Closing funding surplus / (deficit)</b>		(925,731)	2,278,153	2,041,073

	Adopted Budget Estimates 30 June 2026	YTD Budget Estimates 31 December 2025	YTD Actual 31 December 2025
	\$	\$	\$
<b>(c) Non-cash amounts excluded from operating activities</b>			
<b>Adjustments to operating activities</b>			
Less: Profit on asset disposals	(16,000)	(7,998)	(43,378)
Less: Fair value adjustments to financial assets at amortised cost	0	0	(75,558)
Add: Loss on asset disposals	45,000	2,000	0
Add: Depreciation	3,235,234	1,617,432	1,565,368
Movement in current contract liabilities associated with restricted cash	3,502	0	0
<b>Total non-cash amounts excluded from operating activities</b>	<b>3,267,736</b>	<b>1,611,434</b>	<b>1,446,432</b>

## 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 NAREMBEEN**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**FOR THE PERIOD ENDED 31 DECEMBER 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 2025-26 year is \$25,000 and 10.00% whichever is the greater.

Description	Var. \$	Var. %	
	\$	%	
<b>Revenue from operating activities</b>			
<b>Other revenue</b> No budget for workers compensation insurance reimbursements of ~\$60k or other insurance reimbursements received to date. Likely that this category continues to show favourable variances until the budget review in February 2026	90,726	121.39%	▲
		Timing	
<b>Profit on asset disposals</b> Assets disposed of surplus to requirements under delegation that were not originally budgeted for. Variance will be included in budget review.	35,380	442.36%	▲
		Timing	
<b>Inflows from investing activities</b>			
<b>Proceeds from capital grants, subsidies and contributions</b> See detailed note on grant income	(1,101,281)	(69.56%)	▼
		Timing	
<b>Outflows from investing activities</b>			
<b>Acquisition of property, plant and equipment</b> See detailed note - capital expenditure generally delayed pending budget adoption	551,982	43.98%	▲
		Timing	
<b>Acquisition of infrastructure</b> See detailed note - capital expenditure generally delayed pending budget adoption	1,300,736	51.55%	▲
		Timing	
<b>Payments for intangible assets</b> Acquisition of ERP delayed	91,612	77.97%	▲
		Timing	

**SHIRE OF NAREMBEEN**  
**SUPPLEMENTARY INFORMATION**  
**FOR THE PERIOD ENDED 31 DECEMBER 2025**

**4 CASH AND FINANCIAL ASSETS AT AMORTISED COST**

Description	Classification	Unrestricted	Reserve Accounts	Total	Institution	Interest Rate	Maturity Date
		\$	\$	\$			
Petty cash and floats	Cash and cash equivalents	741	0	741	n/a	n/a	
Municipal funds	Cash and cash equivalents	2,188,620	0	2,188,620	CBA	0.01%	
Short-term deposits	Cash and cash equivalents	0	6,001,233	6,001,233	CBA	4.04%	15/12/2025
<b>Total</b>		<b>2,189,361</b>	<b>6,001,233</b>	<b>8,190,594</b>			
<b>Comprising</b>							
Cash and cash equivalents		2,189,361	6,001,233	8,190,594			
		<b>2,189,361</b>	<b>6,001,233</b>	<b>8,190,594</b>			

**KEY INFORMATION**

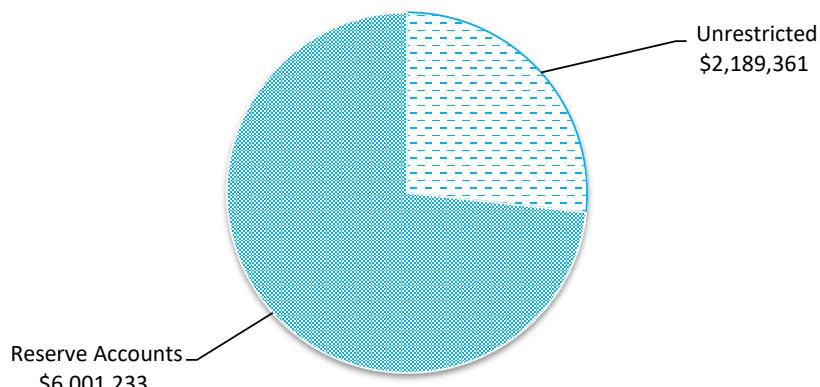
Cash and cash equivalents include cash on hand, cash at bank, deposits available on demand with banks and other short term highly liquid investments with original maturities of three months or less that are readily convertible to known amounts of cash and which are subject to an insignificant risk of 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 9 - Other assets.



**SHIRE OF NAREMBEEN**  
**SUPPLEMENTARY INFORMATION**  
**FOR THE PERIOD ENDED 31 DECEMBER 2025**

**5 RESERVE ACCOUNTS**

Reserve account name	Opening	Transfers	Transfers	Closing	Actual			
	Balance	In (+)	Out (-)	Balance	Opening	Transfers	Transfers	Closing
	\$	\$	\$	\$	\$	\$	\$	\$
<b>Reserve accounts restricted by legislation</b>								
Leave reserve	309,132	14,582	0	324,062	324,062	6,651	0	330,713
Plant reserve	567,015	221,426	0	338,359	338,359	6,945	0	345,304
Infrastructure reserve	2,465,448	64,736	(720,000)	1,438,578	1,438,578	29,526	0	1,468,104
HVRIC reserve	0	102,530	(110,500)	2,278,453	2,278,453	46,764	0	2,325,217
Land Development reserve	342,573	16,160	(375,277)	359,117	359,117	7,371	0	366,488
Avoca Farm reserve	84,199	3,972	(92,237)	88,265	88,265	1,812	0	90,077
Recreation reserve	758,939	30,852	(40,374)	685,593	685,593	14,072	0	699,665
Housing reserve	587,297	705	(16,366)	15,661	15,661	321	0	15,982
Heritage reserve	21,760	1,026	0	22,810	22,810	468	0	23,278
Medical reserve	98,770	4,659	0	103,540	103,540	2,125	0	105,665
Server reserve	0	15,675	0	15,000	15,000	308	0	15,308
ERP reserve	0	1,800	(41,800)	40,000	40,000	821	0	40,821
Bendering landfill reserve	125,059	22,249	(40,000)	161,100	161,100	3,307	0	164,407
Bendering rehabilitation reserve	0	5,225	0	5,000	5,000	103	0	5,103
RoeROC reserve	0	5,225	0	5,000	5,000	103	0	5,103
	<b>5,360,192</b>	<b>510,823</b>	<b>(1,436,554)</b>	<b>5,880,537</b>	<b>5,880,538</b>	<b>120,696</b>	<b>0</b>	<b>6,001,234</b>

SHIRE OF NAREMBEEN  
SUPPLEMENTARY INFORMATION  
FOR THE PERIOD ENDED 31 DECEMBER 2025

INVESTING ACTIVITIES

6 CAPITAL ACQUISITIONS

Capital acquisitions	Adopted			
	Budget	YTD Budget	YTD Actual	YTD Variance
	\$	\$	\$	\$
Property, plant and equipment	1,988,320	1,254,967	702,985	(551,982)
Infrastructure	4,441,515	2,523,248	1,222,512	(1,300,736)
Intangible assets	235,000	117,492	25,880	(91,612)
<b>Total capital acquisitions</b>	<b>6,664,835</b>	<b>3,895,707</b>	<b>1,951,377</b>	<b>(1,944,330)</b>
<b>Capital Acquisitions Funded By:</b>				
Capital grants and contributions	2,666,614	1,583,306	482,025	(1,101,281)
Other (disposals & C/Fwd)	160,000	0	54,385	54,385
Reserve accounts				
Infrastructure reserve	720,000	0	0	0
HVRIC reserve	110,500	0	0	0
Land Development reserve	375,277	0	0	0
Avoca Farm reserve	92,237	0	0	0
Recreation reserve	40,374	0	0	0
Housing reserve	16,366	0	0	0
ERP reserve	41,800	0	0	0
Bendering landfill reserve	40,000	0	0	0
Contribution - operations	2,401,667	2,312,401	1,414,967	(897,434)
<b>Capital funding total</b>	<b>6,664,835</b>	<b>3,895,707</b>	<b>1,951,377</b>	<b>(1,944,330)</b>

**KEY INFORMATION**

**Initial recognition**

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

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

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

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

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

**Measurement after recognition**

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

**Reportable Value**

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

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

**SHIRE OF NAREMBEEN**  
**NOTE 6 CONTINUED - CAPITAL EXPENDITURE**  
**FOR THE YEAR-TO-DATE PERIOD ENDED 31/12/2025**

Capital Expenditure Project	Account Number	Full-year variance				% Var Under/(over)	Year-to-date variance			% Var Under/(over)
		Original budget	Budget review - Annual amount	YTD Actual	Annual variance Surplus/(deficit)		YTD Budget	YTD actuals	YTD variance Surplus/(deficit)	
<b>Land and Buildings</b>										
Depot, Pound Improvements	2182	10,000	10,000	0	10,000	100%	9,999	0	9,999	100%
Staff housing, Thomas St builds	2178	283,500	283,500	932,463	(648,963)	-229%	283,500	932,463	(648,963)	-229%
Less: 2025 WIP brought forward				(679,245)						
2026 capital expenditure		283,500	283,500	253,218	30,282		283,500	253,218	30,282	
Recreation Centre, female changerooms (design)	2183	30,000	30,000	23,900	6,100	20%	30,000	23,900	6,100	20%
Less: 2025 WIP brought forward		0	0	(11,100)						
2026 capital expenditure		30,000	30,000	12,800	17,200		30,000	12,800	17,200	
Staff housing, Cr Cheetham Way & Brown St subdivision	2179	500,000	500,000	26,389	473,611	95%	26,389	26,389	0	0%
Less: 2025 WIP brought forward		0		(26,389)						
2026 capital expenditure		500,000	500,000	(0)	500,000		26,389	(0)	26,389	
1 Longhurst Street, renovations	2180	100,000	100,000	1,027	98,973	99%	0	1,027	(1,027)	
Swimming Pool, ablution upgrades, add first aid room & storage	2229	10,000	10,000	0	10,000	100%	9,999	0	9,999	100%
Depot, new buildings, renovations and improvements to amenity	2300	10,000	10,000	0	10,000	100%	0	0	0	
8 Cheetham Way, Outdoor blinds	2301	14,000	14,000	14,436	(436)	-3%	13,998	14,436	(438)	-3%
20 Cheetham Way, Outdoor blinds	2302	14,000	14,000	19,665	(5,665)	-40%	13,998	19,665	(5,667)	-40%
5 Churchill Street, garden and street frontage improvements	2303	28,000	28,000	880	27,120	97%	27,999	880	27,119	97%
Avoca farmstead, demolition	2304	50,000	50,000	0	50,000	100%	24,996	0	24,996	100%
15 Northmore, reticulation works	2305	5,000	5,000	0	5,000	100%	2,496	0	2,496	100%
15 Northmore, landscaping	2306	10,000	10,000	0	10,000	100%	4,998	0	4,998	100%
15 Northmore, floorcoverings	2307	5,350	5,350	0	5,350	100%	5,349	0	5,349	100%
15 Northmore, split system AC	2308	8,500	8,500	9,150	(650)	-8%	8,499	9,150	(651)	-8%
16 Hilton, reticulation works	2309	5,000	5,000	0	5,000	100%	2,496	0	2,496	100%
18 Hilton, reticulation works	2310	5,000	5,000	1,792	3,208	64%	2,496	1,792	704	28%
21 Northmore, reticulation works	2311	5,000	5,000	0	5,000	100%	2,496	0	2,496	100%
15 Northmore, landscaping	2312	10,000	10,000	0	10,000	100%	4,998	0	4,998	100%
21 Northmore, split system AC	2313	8,500	8,500	9,150	(650)	-8%	8,499	9,150	(651)	-8%
8 Churchill Street, repaint portico	2314	5,000	5,000	0	5,000	100%	4,998	0	4,998	100%
8 Churchill Street, Rear entry fencing	2315	5,000	5,000	0	5,000	100%	4,998	0	4,998	100%
Gym, split system AC	2316	12,000	12,000	0	12,000	100%	12,000	0	12,000	100%
Transfer station, Concrete slab for shed	2317	26,000	26,000	13,118	12,883	50%	26,000	13,118	12,883	50%
Transfer station, Transportable office	2318	18,000	18,000	0	18,000	100%	18,000	0	18,000	100%
10 Hilton, floorcoverings, repaint internally and exterior repairs	2324	40,000	40,000	7,271	32,729	82%	0	7,271	(7,271)	
5 and 7 Currall Street Narembeen, land acquisition costs	2373	0	0	2,854	(2,854)		0	2,854	(2,854)	
Pool Building, epoxy non-slip flooring	2375	0	0	26,853	(26,853)		0	26,853	(26,853)	
Depot, concrete flooring for sheds	2378						0	0	0	
<b>Total Land and Buildings</b>		<b>1,217,850</b>	<b>2,031,350</b>	<b>372,212</b>	<b>128,904</b>		<b>889,090</b>	<b>638,230</b>	<b>(465,874)</b>	

**SHIRE OF NAREMBEEN**  
**NOTE 6 CONTINUED - CAPITAL EXPENDITURE**  
**FOR THE YEAR-TO-DATE PERIOD ENDED 31/12/2025**

Capital Expenditure Project	Account Number	Full-year variance				% Var Under/(over)	Year-to-date variance			% Var Under/(over)
		Original budget	Budget review - Annual amount	YTD Actual	Annual variance Surplus/(deficit)		YTD Budget	YTD actuals	YTD variance Surplus/(deficit)	
<b>Furniture and Equipment</b>										
Admin - VOIP Phones	2184	10,000	10,000	10,026	(26)	0%	4,998	10,026	(5,028)	-101%
Admin - Council Chambers Furniture	2185	23,670	23,670	0	23,670	100%	0	0	0	0%
Recreation Centre, furniture and fittings	2361	35,000	35,000	17,462	17,538	50%	34,998	17,462	17,536	50%
Admin, CRC and mechanic - new computers	2356	11,000	11,000	13,690	(2,690)	-24%	5,496	13,690	(8,194)	-149%
CRC, Power distribution boards	2357	5,000	5,000	0	5,000	100%	4,998	0	4,998	100%
Caravan park, replacement washing machines	2358	22,000	22,000	19,963	2,037	9%	21,999	19,963	2,036	9%
Chambers, additional honour boards	2359	5,000	5,000	0	5,000	100%	2,496	0	2,496	100%
Admin, Chair and table trolleys	2360	5,000	5,000	0	5,000	100%	2,496	0	2,496	100%
<b>Total Furniture and Equipment</b>		<b>116,670</b>	<b>116,670</b>	<b>61,141</b>	<b>55,529</b>		<b>77,481</b>	<b>61,141</b>	<b>16,340</b>	
<b>Plant and Equipment</b>										
Steel Drum Roller	2363	200,000	200,000	0	200,000	100%	0	0	0	0%
Side Tipper (NB5708)	2364	155,000	155,000	0	155,000	100%	0	0	0	0%
Light tipper (NEW)	2195	78,000	78,000	83,673	(5,673)	-7%	78,000	83,673	(5,673)	-7%
Replacement Light Vehicle (NB7900)	2365	42,000	42,000	44,777	(2,777)	-7%	42,000	44,777	(2,777)	-7%
Replacement Light Vehicle (NB806)	2366	50,000	50,000	47,372	2,628	5%	50,000	47,372	2,628	5%
Replacement Light Vehicle (NB7298)	2367	50,000	50,000	47,322	2,678	5%	50,000	47,322	2,678	5%
Skidsteer attachment, cold planer	2368	28,000	28,000	0	28,000	100%	27,999	0	27,999	100%
Skidsteer attachment, spray unit with boom	2369	18,000	18,000	22,260	(4,260)	-24%	18,000	22,260	(4,260)	-24%
Skidsteer, loading ramps	2370	5,000	5,000	0	5,000	100%	5,000	0	5,000	100%
Works, Trailer-Mounted Portable Toilet	2371	7,000	7,000	6,982	18	0%	6,999	6,982	17	0%
Works, Fleet Tracking Hardware	2188	10,000	10,000	6,775	3,225	32%	4,998	6,775	(1,777)	-36%
Works, Traffic counters	2362	10,800	10,800	10,470	330	3%	5,400	10,470	(5,070)	-94%
<b>Total Plant and equipment</b>		<b>653,800</b>	<b>653,800</b>	<b>269,632</b>	<b>384,168</b>		<b>288,396</b>	<b>269,632</b>	<b>18,764</b>	
<b>Total Property, Plant and Equipment</b>		<b>1,988,320</b>	<b>2,801,820</b>	<b>702,985</b>	<b>568,601</b>		<b>1,254,967</b>	<b>969,002</b>	<b>(430,769)</b>	

**SHIRE OF NAREMBEEN**  
**NOTE 6 CONTINUED - CAPITAL EXPENDITURE**  
**FOR THE YEAR-TO-DATE PERIOD ENDED 31/12/2025**

Capital Expenditure Project	Account Number	Full-year variance				% Var Under/(over)	Year-to-date variance			% Var Under/(over)
		Original budget	Budget review - Annual amount	YTD Actual	Annual variance Surplus/(deficit)		YTD Budget	YTD actuals	YTD variance Surplus/(deficit)	
<b>Infrastructure - Roads, Footpaths and Drainage</b>										
R2R - Anderson Rock Road, Gravel resheeting (SLK 10.56 - 16.20)	2325	150,000	150,000	0	150,000	100%	0	0	0	0
R2R - Yeomans Road, Gravel resheeting (SLK 15.13 - 21.00)	2326	150,000	150,000	196,719	(46,719)	-31%	0	196,719	(196,719)	94%
R2R - Coverley Road, Gravel resheeting (SLK 3.2 - 8.96)	2327	200,000	200,000	12,614	187,386	94%	199,998	12,614	187,384	94%
R2R - Swartz Road, Replace culvert, reconstruct floodway (SLK 4.50)	2328	120,000	120,000	0	120,000	100%	0	0	0	0
R2R - Bailey Road, Replace culvert, reconstruct floodway (SLK 7.57)	2329	120,000	120,000	0	120,000	100%	0	0	0	0
RRG - Cramphorne Road, Second coat seal (SLK 37.29 - 42.29)	2340	168,000	168,000	168,000	(0)	0%	168,000	168,000	(0)	0%
RRG - Narembeen South Road, Reconstruction and primer seal to 7.2m (SLK 5.17 - 8.97)	2341	720,000	720,000	234,428	485,572	67%	720,000	234,428	485,572	67%
WSFN - Kondinin-Narembeen Road, second coat seal (SLK 19.50 - 23.00)	2342	141,290	141,290	134,654	6,636	5%	141,288	134,654	6,634	5%
WSFN - Kondinin-Narembeen Road, reconstruction, widen, seal and asphalt (SLK 26 - 26.8)	2343	359,725	359,725	12,837	346,888	96%	0	12,837	(12,837)	96%
Soldiers Road, Gravel resheeting and second coat seal - 400m x 8m (SLK 39.5 - 39.9)	2344	37,000	37,000	0	37,000	100%	36,999	0	36,999	100%
Cramphorne Road, vegetation works (SLK 17.2 - 32.29)	2345	80,000	80,000	77,755	2,245	3%	79,998	77,755	2,243	3%
Mt Arrowsmith Road, pavement repairs, culvert installation and reseal (SLK 3.25 - 15.53)	2346	110,500	110,500	0	110,500	100%	110,499	0	110,499	100%
Townsite, replacement of kerbing	2372	50,000	50,000	0	50,000	100%	50,000	0	50,000	100%
WSFN - Narembeen-Kondinin Road SLK 1.4-26.6 clearing of vegetation for works incl traffic mar	2082	0	0	1,924	(1,924)		0	1,924	(1,924)	
<i>Less: 2025 WIP brought forward</i>		0	0	(1,924)				(1,924)		
<i>2026 capital expenditure</i>		-	-	0	(0)		-	0	(0)	
<b>Total Roads, Footpaths and Drainage</b>		<b>2,406,515</b>	<b>2,406,515</b>	<b>837,006</b>	<b>1,569,509</b>		<b>1,506,782</b>	<b>838,930</b>	<b>667,852</b>	
<b>Other Infrastructure</b>										
Stormwater Harvesting (Irrigation Pipeline) for townsite	2348	140,000	140,000	750	139,250	99%	0	750	(750)	
Lions Recycling Area, improvements	2323	10,000	10,000	0	10,000	100%	0	0	0	
Caravan Park, perimeter fencing and drainage	2347	25,000	25,000	0	25,000	100%	12,498	0	12,498	100%
Lions Entrance Garden improvements (West Town entrance)	2322	5,000	5,000	0	5,000	100%	2,496	0	2,496	100%
Airfield, CCTV installation	2349	15,000	15,000	0	15,000	100%	0	0	0	
Caravan Park, drain, sewerage and electrical line rerouting and improvements	2215	25,000	25,000	0	25,000	100%	12,498	0	12,498	100%
CRC Precinct - Generator Installation	2218	100,000	100,000	0	100,000	100%	0	0	0	
New District Entrance Signs (x4)	2350	12,000	12,000	0	12,000	100%	6,000	0	6,000	100%
Investment in associate (RoeROC)	9415000	60,000	60,000	0	60,000	100%	0	0	0	
Transfer station, chainmesh fencing	2319	50,000	50,000	37,700	12,300	25%	0	37,700	(37,700)	
Town dams, perimeter fencing	2320	50,000	50,000	14,329	35,671	71%	24,996	14,329	10,667	43%
Motorcross, perimeter fencing, restoration works and signage	2321	100,000	100,000	35,348	64,652	65%	49,998	35,348	14,650	29%
BMX track, survey and design	2162	525,000	525,000	9,214	515,786	98%	0	9,214	(9,214)	
<i>Less: 2025 WIP brought forward</i>		0	0	(150)				(150)		
<i>2026 capital expenditure</i>		525,000	525,000	9,064	515,936		-	9,064	(9,064)	

**SHIRE OF NAREMBEEN**  
**NOTE 6 CONTINUED - CAPITAL EXPENDITURE**  
**FOR THE YEAR-TO-DATE PERIOD ENDED 31/12/2025**

Capital Expenditure Project	Account Number	Full-year variance				% Var Under/(over)	Year-to-date variance			% Var Under/(over)
		Original budget	Budget review - Annual amount	YTD Actual	Annual variance Surplus/(deficit)		YTD Budget	YTD actuals	YTD variance Surplus/(deficit)	
Narembeen oval, switchboard <i>Less: 2025 WIP brought forward</i> 2026 capital expenditure	2223	44,000	44,000	37,338	6,662	15%	21,996	37,338	(15,342)	-70%
		0	0	(34,020)			(34,020)			
		44,000	44,000	3,318	40,682		21,996	3,318	18,678	
Ski Lake planning and development <i>Less: 2025 WIP brought forward</i> 2026 capital expenditure	2163	10,000	10,000	96,441	(86,441)	-864%	4,998	96,441	(91,443)	-1830%
		0	0	(85,404)			(86,404)			
		10,000	10,000	11,037	(1,037)		4,998	10,037	(5,039)	
Narembeen hockey field lights (Club Night Lights) <i>Less: 2025 WIP brought forward</i> 2026 capital expenditure	2222	304,000	304,000	326,286	(22,286)	-7%	151,998	326,286	(174,288)	-115%
		0	0	(131,903)			(131,903)			
		304,000	304,000	194,383	109,617		151,998	194,383	(42,385)	
Tourist trails development Town oval, irrigation improvements <i>Less: 2025 WIP brought forward</i> 2026 capital expenditure	2353	10,000	10,000	229	9,771	98%	0	229	(229)	
	2354	100,000	100,000	12,400	87,600	88%	49,998	12,400	37,598	75%
		0	0	(11,650)			(11,650)			
		100,000	100,000	750	99,250		49,998	750	49,248	
Narembeen football field lights (Club Night Lights)	2355	450,000	450,000	78,598	371,402	83%	450,000	78,598	371,402	83%
		2,035,000	3,018,000	385,506	1,649,494		1,016,466	384,506	402,970	
		4,441,515	5,424,515	1,222,512	3,219,003		2,523,248	1,223,436	1,070,822	
<b>Intangible Assets</b>										
New ERP - Implementation costs Website redevelopment	2352	200,000	200,000	1,000	199,000	100%	99,996	1,000	98,996	99%
	2351	35,000	35,000	24,880	10,120	29%	17,496	24,880	(7,384)	-42%
		235,000	235,000	25,880	209,120		117,492	25,880	91,612	
<b>Total Infrastructure</b>										
<b>2026 gross amounts</b>		6,664,835	8,461,335	1,951,377	3,996,724					
<b>2025 work in progress</b>		0		981,785						
<b>Total 2026 capital expenditure to date</b>		6,664,835	8,461,335	1,951,377	3,996,724		3,895,707	2,218,318	731,665	

**SHIRE OF NAREMBEEN  
SUPPLEMENTARY INFORMATION  
FOR THE PERIOD ENDED 31 DECEMBER 2025**

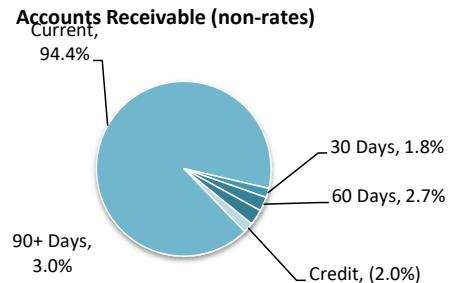
**OPERATING ACTIVITIES**

**7 DISPOSAL OF ASSETS**

Asset description	Budget				YTD Actual			
	Net Book Value	Proceeds	Profit	(Loss)	Net Book Value	Proceeds	Profit	(Loss)
	\$	\$	\$	\$	\$	\$	\$	\$
<b>Buildings</b>								
41 Cheetham Way	0	0	0	0	0	176	176	0
<b>Plant and equipment</b>								
Toyota Kluger, 111NB	40,000	38,000	0	(2,000)	0	0	0	0
CAT Steel Drum Roller	83,000	40,000	0	(43,000)	0	0	0	0
Bruce Rock Side Tipper, NB5766	25,000	30,000	5,000	0	0	0	0	0
Toyota Hilux, NB7900	13,000	16,000	3,000	0	0	0	0	0
Nissan Navara, NB806	12,000	18,000	6,000	0	0	0	0	0
Nissan Navara, NB7298	16,000	18,000	2,000	0	0	0	0	0
Howard Porter Side Tipper, NB3937	0	0	0	0	0	23,870	23,870	0
Tri-axle dolly	0	0	0	0	11,006	24,700	13,693	0
Diesel bowser and fuel cell	0	0	0	0	0	5,094	5,094	0
Commercial washing machines	0	0	0	0	0	545	545	0
	<b>189,000</b>	<b>160,000</b>	<b>16,000</b>	<b>(45,000)</b>	<b>11,006</b>	<b>54,385</b>	<b>43,378</b>	<b>0</b>

**8 RECEIVABLES**

Rates receivable	30 Jun 2025	31 Dec 2025
Opening arrears previous year	\$ 154,026	\$ 79,986
Levied this year	2,133,835	2,273,759
Less - collections to date	(2,207,875)	(2,184,970)
Gross rates collectable	<b>79,986</b>	<b>168,775</b>
Allowance for impairment of rates receivable	0	0
<b>Net rates collectable</b>	<b>79,986</b>	<b>168,775</b>
% Collected	96.5%	92.8%



Receivables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$	\$
Receivables - general	(665)	31,994	598	930	1,033	33,890
Percentage	(2.0%)	94.4%	1.8%	2.7%	3.0%	
<b>Balance per trial balance</b>						
Trade receivables						33,890
Pensioner rates and ESL rebates receivable						2,304
Receipting suspense						851
<b>Total receivables general outstanding</b>						<b>37,045</b>

Amounts shown above include GST (where applicable)

**KEY INFORMATION**

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

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

**Classification and subsequent measurement**

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

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

**SHIRE OF NAREMBEEN  
SUPPLEMENTARY INFORMATION  
FOR THE PERIOD ENDED 31 DECEMBER 2025**

**OPERATING ACTIVITIES**

**9 PAYABLES**

Payables - general	Debit	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$	\$
Payables - general	0	27	0	0	0	27
Percentage	0.0%	100.0%	0.0%	0.0%	0.0%	
<b>Balance per trial balance</b>						
Sundry creditors						54
Accrued salaries and wages						69,721
ATO liabilities						(25,707)
Prepaid rates						23,540
Bonds and deposits held						28,077
Trust funds						(294)
Transport licensing funds held						35
<b>Total payables general outstanding</b>						<b>95,426</b>
<b>Amounts shown above include GST (where applicable)</b>						

**KEY INFORMATION**

Trade and other payables represent liabilities for goods and services provided to the Shire prior to the end of the period that are unpaid and arise when the Shire becomes obliged to make future payments in respect of the purchase of these goods and services.

The amounts are unsecured, are recognised as a current liability and are normally paid within 30 days of recognition.

The carrying amounts of trade and other payables are considered to be the same as their fair values, due to their short-term nature.

SHIRE OF NAREMBEEN  
SUPPLEMENTARY INFORMATION  
FOR THE PERIOD ENDED 31 DECEMBER 2025

FINANCING ACTIVITIES

10 BORROWINGS

Repayments - borrowings

Information on borrowings Particulars	Loan No.	New Loans			Principal Repayments		Principal Outstanding		Interest Repayments	
		1 July 2025	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget
Swimming Pool	125	60,278	0	0	(14,335)	(29,149)	45,943	31,129	2,013	(3,548)
Recreation Centre	128	462,301	0	0	(20,412)	(41,361)	441,889	420,940	12,159	(23,780)
		522,579	0	0	(34,747)	(70,510)	487,832	452,069	14,172	(27,328)
<b>Self supporting loans</b>										
Aged Homes	127	9,400	0	0	(2,277)	(4,602)	7,123	4,798	0	(349)
Narembeen Bowling Club	131	48,930	0	0	(3,969)	(7,958)	44,961	40,972	0	(457)
		58,330	0	0	(6,246)	(12,560)	52,084	45,770	0	(806)
<b>Total</b>		<b>580,909</b>	<b>0</b>	<b>0</b>	<b>(40,993)</b>	<b>(83,070)</b>	<b>539,916</b>	<b>497,839</b>	<b>14,172</b>	<b>(28,134)</b>
Current borrowings		83,070					42,076			
Non-current borrowings		497,839					497,840			
		<b>580,909</b>					<b>539,916</b>			

All debenture repayments were financed by general purpose revenue.

Self supporting loans are financed by repayments from third parties.

KEY INFORMATION

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

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

**SHIRE OF NAREMBEEN**  
**SUPPLEMENTARY INFORMATION**  
**FOR THE PERIOD ENDED 31 DECEMBER 2025**

**11 GRANTS, SUBSIDIES AND CONTRIBUTIONS**

	<b>YTD Budget</b> \$	<b>Annual Budget</b> \$	<b>YTD Revenue Actual</b> \$
<b>Grants and subsidies - Operating</b>			
<b>General Purpose funding</b>			
Financial Assistance Grant - General portion	352,500	705,000	417,914
Financial Assistance Grant - Roads portion	245,000	490,000	290,415
<b>Law, Order and Public Safety</b>			
Bush Fire Brigade Operating Grant	7,914	15,830	4,353
Bush Fire Brigade Operating Grant	0	0	8,077
<b>Housing</b>			
Other housing, reimbursements received	30,000	30,000	0
<b>Community Amenities</b>			
CRC, SOCK Week grant funding	0	24,455	0
CRC, Annual operating grants	60,000	120,000	95,907
CRC, Project grant funding	0	0	909
CRC, trainee grant funding	0	0	(24,920)
CRC, Event grant funding	12,498	25,000	7,584
LIBRARY - Grant funding received	0	0	4,173
<b>Transport</b>			
Main Roads Direct Grant	305,245	305,245	299,453
<b>Total operating grants and subsidies</b>	<b>1,013,157</b>	<b>1,715,530</b>	<b>1,103,864</b>
<b>Grants and subsidies - Non-operating</b>			
<b>Transport</b>			
Community Water Supply grant funding	0	100,000	0
Power Resilience Project grant funding	0	90,000	0
Regional Road Group (RRG) Grant Funding	296,000	592,000	236,800
Roads to Recovery (R2R) Grant Funding	740,000	740,000	0
Wheatbelt Secondary Freight Network (WSFN) Grant Funding	233,806	467,614	134,296
<b>Recreation</b>			
Club Night Lights grant funding	200,000	200,000	0
BMX/pump track grant funding	0	250,000	0
<b>Contributions - Non-operating</b>			
Reimbursements from sporting groups	113,500	227,000	110,929
<b>Total non-operating grants, contributions and subsidies</b>	<b>1,269,806</b>	<b>2,439,614</b>	<b>482,025</b>
<b>GRAND TOTAL</b>	<b>2,282,963</b>	<b>4,155,144</b>	<b>1,585,890</b>

**ATTACHMENT 14.3B**  
**Financial statements for month ended**  
**31 January 2026**



SHIRE OF NAREMBEEN

# MONTHLY FINANCIAL STATEMENTS

**JANUARY 2026**

# SHIRE OF NAREMBEEN

## MONTHLY FINANCIAL REPORT

For the period ended January 31 2026

*LOCAL GOVERNMENT ACT 1995*

*LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATIONS 1996*

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**SHIRE OF NAREMBEEEN**  
**STATEMENT OF FINANCIAL ACTIVITY**  
**FOR THE PERIOD ENDED 31 JANUARY 2026**

Note	Adopted Budget Estimates (a)	YTD Budget Estimates (b)	YTD Actual (c)	Variance* \$ (c) - (b)	Variance* % ((c) - (b))/(b)	Var. %	
	\$	\$	\$	\$	%		
<b>OPERATING ACTIVITIES</b>							
<b>Revenue from operating activities</b>							
General rates	2,251,720	2,247,764	<b>2,241,374</b>	(6,390)	(0%)		
Rates excluding general rates	32,951	32,951	<b>32,385</b>	(566)	(2%)		
Grants, subsidies and contributions	1,715,530	1,025,240	<b>1,108,608</b>	83,368	8%		
Fees and charges	549,698	404,147	<b>438,564</b>	34,417	9%		
Interest revenue	376,931	197,773	<b>182,454</b>	(15,319)	(8%)		
Other revenue	119,000	81,530	<b>172,380</b>	90,850	111%	▲	
Profit on asset disposals	16,000	9,331	<b>43,378</b>	34,047	365%	▲	
Fair value adjustments to financial assets at fair value through profit or loss	0	0	<b>75,558</b>	75,558	0.00%		
	<b>5,061,830</b>	<b>3,998,736</b>	<b>4,294,701</b>	<b>295,965</b>	7.40%		
<b>Expenditure from operating activities</b>							
Employee costs	(2,304,124)	(1,402,277)	<b>(1,428,003)</b>	(25,726)	(1.83%)		
Materials and contracts	(1,814,326)	(1,164,875)	<b>(1,084,600)</b>	80,275	6.89%		
Utility charges	(257,850)	(150,262)	<b>(130,645)</b>	19,617	13.06%		
Depreciation	(3,235,234)	(1,887,004)	<b>(1,565,368)</b>	321,636	17.04%	▲	
Finance costs	(28,135)	(14,609)	<b>(14,609)</b>	0	0.00%		
Insurance	(274,399)	(273,582)	<b>(279,353)</b>	(5,771)	(2.11%)		
Other expenditure	(225,457)	(115,964)	<b>(125,487)</b>	(9,523)	(8.21%)		
Loss on asset disposals	(45,000)	(2,000)	<b>0</b>	2,000	100.00%		
	<b>(8,184,525)</b>	<b>(5,010,573)</b>	<b>(4,628,065)</b>	<b>382,508</b>	7.63%		
Non cash amounts excluded from operating activities	2(c) 3,267,736	1,879,673	<b>1,446,432</b>	(433,241)	(23.05%)	▼	
<b>Amount attributable to operating activities</b>	<b>145,041</b>	<b>867,836</b>	<b>1,113,068</b>	<b>245,232</b>	28.26%		
<b>INVESTING ACTIVITIES</b>							
<b>Inflows from investing activities</b>							
Proceeds from capital grants, subsidies and contributions	2,666,614	1,583,306	<b>795,481</b>	(787,825)	(49.76%)	▼	
Proceeds from disposal of assets	160,000	0	<b>54,385</b>	54,385	0.00%		
Proceeds from financial assets at amortised cost - self supporting loans	12,560	0	<b>3,969</b>	3,969	0.00%		
	<b>2,839,174</b>	<b>1,583,306</b>	<b>853,835</b>	<b>(729,471)</b>	(46.07%)		
<b>Outflows from investing activities</b>							
Acquisition of property, plant and equipment	(1,988,320)	(1,069,778)	<b>(720,608)</b>	349,170	32.64%	▲	
Acquisition of infrastructure	(4,441,515)	(2,655,412)	<b>(1,333,455)</b>	1,321,957	49.78%	▲	
Payments for intangible assets	(235,000)	(137,074)	<b>(25,880)</b>	111,194	81.12%	▲	
	<b>(6,664,835)</b>	<b>(3,862,264)</b>	<b>(2,079,942)</b>	<b>1,782,322</b>	46.15%		
<b>Amount attributable to investing activities</b>	<b>(3,825,661)</b>	<b>(2,278,958)</b>	<b>(1,226,106)</b>	<b>1,052,852</b>	46.20%		
<b>FINANCING ACTIVITIES</b>							
<b>Inflows from financing activities</b>							
Transfer from reserves	1,436,554	0	<b>0</b>	0	0.00%		
	<b>1,436,554</b>	<b>0</b>	<b>0</b>	<b>0</b>	0.00%		
<b>Outflows from financing activities</b>							
Repayment of borrowings	(83,070)	(40,993)	<b>(40,993)</b>	0	0.00%		
Transfer to reserves	(510,823)	0	<b>(120,696)</b>	(120,696)	0.00%		
	<b>(593,893)</b>	<b>(40,993)</b>	<b>(161,689)</b>	<b>(120,696)</b>	(294.43%)		
<b>Amount attributable to financing activities</b>	<b>842,661</b>	<b>(40,993)</b>	<b>(161,689)</b>	<b>(120,696)</b>	(294.43%)		
<b>MOVEMENT IN SURPLUS OR DEFICIT</b>							
<b>Surplus or deficit at the start of the financial year</b>							
2(a) 2,837,959	2,837,959	<b>2,278,153</b>	(559,806)	(19.73%)	▼		
Amount attributable to operating activities	145,041	867,836	<b>1,113,068</b>	245,232	28.26%	▲	
Amount attributable to investing activities	(3,825,661)	(2,278,958)	<b>(1,226,106)</b>	1,052,852	46.20%	▲	
Amount attributable to financing activities	842,661	(40,993)	<b>(161,689)</b>	(120,696)	(294.43%)	▼	
<b>Surplus or deficit after imposition of general rates</b>	<b>(0)</b>	<b>1,385,844</b>	<b>2,003,426</b>	<b>617,582</b>	44.56%	▲	

**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 NAREMBEEN**  
**STATEMENT OF FINANCIAL POSITION**  
**FOR THE PERIOD ENDED 31 JANUARY 2026**

	<b>Actual</b> <b>30 June 2025</b>	<b>Actual as at</b> <b>31 January 2026</b>
	\$	
<b>CURRENT ASSETS</b>		
Cash and cash equivalents	9,030,289	8,043,799
Trade and other receivables	239,525	175,126
Other financial assets	12,560	8,591
Inventories	25,943	0
Contract assets	353,574	353,574
<b>TOTAL CURRENT ASSETS</b>	<b>9,661,891</b>	<b>8,581,090</b>
<b>NON-CURRENT ASSETS</b>		
Other financial assets	125,391	200,949
Inventories	108,172	108,172
Investment in associate	41,553	41,553
Property, plant and equipment	23,802,419	24,809,654
Infrastructure	147,692,048	147,188,381
<b>TOTAL NON-CURRENT ASSETS</b>	<b>171,769,583</b>	<b>172,348,709</b>
<b>TOTAL ASSETS</b>	<b>181,431,474</b>	<b>180,929,799</b>
<b>CURRENT LIABILITIES</b>		
Trade and other payables	875,130	86,280
Contract liabilities	134,456	0
Borrowings	83,071	42,077
Employee related provisions	370,363	370,363
Other provisions	107,436	107,436
DOT licensing funds on hand	3,255	3,761
<b>TOTAL CURRENT LIABILITIES</b>	<b>1,573,711</b>	<b>609,917</b>
<b>NON-CURRENT LIABILITIES</b>		
Borrowings	497,839	497,839
Employee related provisions	59,880	59,880
<b>TOTAL NON-CURRENT LIABILITIES</b>	<b>557,719</b>	<b>557,719</b>
<b>TOTAL LIABILITIES</b>	<b>2,131,430</b>	<b>1,167,636</b>
<b>NET ASSETS</b>	<b>179,300,044</b>	<b>179,762,160</b>
<b>EQUITY</b>		
Retained surplus	56,479,960	56,821,383
Reserve accounts	5,880,538	6,001,234
Revaluation surplus	116,939,546	116,939,546
<b>TOTAL EQUITY</b>	<b>179,300,044</b>	<b>179,762,163</b>

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

**SHIRE OF NAREMBEEN**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**FOR THE PERIOD ENDED 31 JANUARY 2026**

**1 BASIS OF PREPARATION AND MATERIAL ACCOUNTING POLICIES**

**BASIS OF PREPARATION**

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

**Local Government Act 1995 requirements**

Section 6.4(2) of the *Local Government Act 1995* read with the *Local Government (Financial Management) Regulations 1996*, prescribe that the financial report be prepared in accordance with the *Local Government Act 1995* and, to the extent that they are not inconsistent with the Act, the Australian Accounting Standards. The Australian Accounting Standards (as they apply to local governments and not-for-profit entities) and Interpretations of the Australian Accounting Standards Board were applied 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.

**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 accounting

**SHIRE OF NAREMBEEN**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**FOR THE PERIOD ENDED 31 JANUARY 2026**

**2 NET CURRENT ASSETS INFORMATION**

	Note	Adopted	Actual	Actual
		Budget Opening 1 July 2025	as at 30 June 2025	as at 31 January 2026
<b>(a) Net current assets used in the Statement of Financial Activity</b>				
<b>Current assets</b>		\$	\$	\$
Cash and cash equivalents		5,284,197	9,030,289	8,043,799
Trade and other receivables		541,806	239,525	175,126
Other financial assets		0	12,560	8,591
Inventories		73,416	25,943	0
Contract assets		0	353,574	353,574
		5,899,419	9,661,891	8,581,090
<b>Less: current liabilities</b>				
Trade and other payables		(480,045)	(875,130)	(86,280)
Other liabilities		(11,060)	0	0
Borrowings		0	(83,071)	(42,077)
Employee related provisions		(351,067)	(370,363)	(370,363)
Other provisions		(102,441)	(107,436)	(107,436)
Contract liabilities		0	(134,456)	0
DOT funds on hand		0	(3,255)	(3,761)
		(944,613)	(1,573,711)	(609,917)
Net current assets		4,954,806	8,088,180	7,971,173
Less: Total adjustments to net current assets	2(b)	(5,880,537)	(5,810,027)	(5,967,748)
<b>Closing funding surplus / (deficit)</b>		(925,731)	2,278,153	2,003,425
<b>(b) Current assets and liabilities excluded from budgeted deficiency</b>				
<b>Adjustments to net current assets</b>				
Less: Reserve accounts		(5,880,537)	(5,880,538)	(6,001,234)
Less: Financial assets at amortised cost - self supporting loans		0	(12,560)	(8,591)
Add: Current liabilities not expected to be cleared at the end of the year				
- Current portion of borrowings		0	83,071	42,077
<b>Total adjustments to net current assets</b>	2(a)	(5,880,537)	(5,810,027)	(5,967,748)
<b>(c) Non-cash amounts excluded from operating activities</b>				
		Adopted	YTD	YTD
		Budget Estimates 30 June 2026	Budget Estimates 31 January 2026	Actual 31 January 2026
		\$	\$	\$
<b>Adjustments to operating activities</b>				
Less: Profit on asset disposals		(16,000)	(9,331)	(43,378)
Less: Fair value adjustments to financial assets at amortised cost		0	0	(75,558)
Add: Loss on asset disposals		45,000	2,000	0
Add: Depreciation		3,235,234	1,887,004	1,565,368
Movement in current contract liabilities associated with restricted cash		3,502	0	0
<b>Total non-cash amounts excluded from operating activities</b>		3,267,736	1,879,673	1,446,432

**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 NAREMBEEN**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**FOR THE PERIOD ENDED 31 JANUARY 2026**

**3 EXPLANATION OF MATERIAL VARIANCES**

The material variance thresholds are adopted annually by Council as an indicator of whether the actual expenditure or revenue varies from the year to date actual materially.

The material variance adopted by Council for the 2025-26 year is \$25,000 and 10.00% whichever is the greater.

Description	Var. \$	Var. %
	\$	%
<b>Revenue from operating activities</b>		
<b>Other revenue</b>	<b>90,850</b>	<b>111.43%</b> <span style="color: blue;">▲</span>
No budget for workers compensation insurance reimbursements of ~\$60k or other insurance reimbursements received to date. Likely that this category continues to show favourable variances until the budget review in February 2026		Timing
<b>Profit on asset disposals</b>	<b>34,047</b>	<b>364.88%</b> <span style="color: blue;">▲</span>
Assets disposed of surplus to requirements under delegation that were not originally budgeted for. Variance will be included in budget review.		Timing
<b>Expenditure from operating activities</b>		
<b>Depreciation</b>	<b>321,636</b>	<b>17.04%</b> <span style="color: blue;">▲</span>
Depreciation rates tweaked for some asset classes as part of the 2026 EOFY reconciliations has caused this expense to be lower than budget estimates. Variance will continue until budget review.		Permanent
<b>Inflows from investing activities</b>		
<b>Proceeds from capital grants, subsidies and contributions</b>	<b>(787,825)</b>	<b>(49.76%)</b> <span style="color: red;">▼</span>
See detailed note on grant income		Timing
<b>Outflows from investing activities</b>		
<b>Acquisition of property, plant and equipment</b>	<b>349,170</b>	<b>32.64%</b> <span style="color: blue;">▲</span>
See detailed note - capital expenditure generally delayed pending budget adoption		Timing
<b>Acquisition of infrastructure</b>	<b>1,321,957</b>	<b>49.78%</b> <span style="color: blue;">▲</span>
See detailed note - capital expenditure generally delayed pending budget adoption		Timing
<b>Payments for intangible assets</b>	<b>111,194</b>	<b>81.12%</b> <span style="color: blue;">▲</span>
Acquisition of ERP delayed		Timing

**SHIRE OF NAREMBEEN**  
**SUPPLEMENTARY INFORMATION**  
**FOR THE PERIOD ENDED 31 JANUARY 2026**

**4 CASH AND FINANCIAL ASSETS AT AMORTISED COST**

Description	Classification	Unrestricted	Reserve Accounts	Total	Institution	Interest Rate	Maturity Date
		\$	\$	\$			
Petty cash and floats	Cash and cash equivalents	741	0	741	n/a	n/a	
Municipal funds	Cash and cash equivalents	2,041,825	0	2,041,825	CBA	0.01%	
Short-term deposits	Cash and cash equivalents	0	6,001,233	6,001,233	CBA	4.04%	15/12/2025
<b>Total</b>		<b>2,042,566</b>	<b>6,001,233</b>	<b>8,043,799</b>			
<b>Comprising</b>							
Cash and cash equivalents		2,042,566	6,001,233	8,043,799			
		<b>2,042,566</b>	<b>6,001,233</b>	<b>8,043,799</b>			

**KEY INFORMATION**

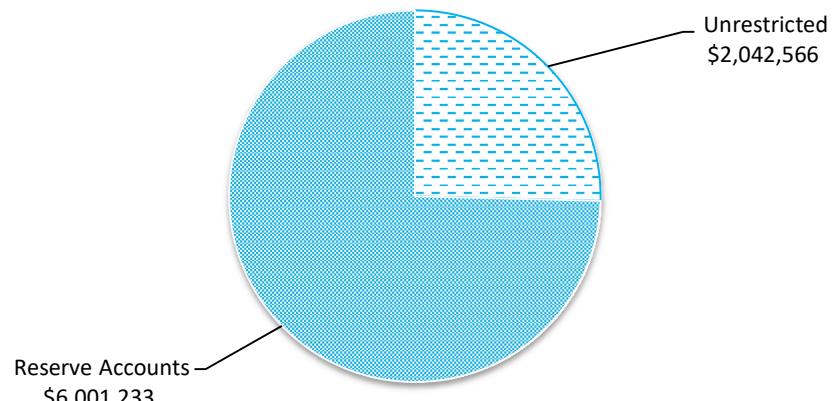
Cash and cash equivalents include cash on hand, cash at bank, deposits available on demand with banks and other short term highly liquid investments with original maturities of three months or less that are readily convertible to known amounts of cash and which are subject to an insignificant risk of 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 9 - Other assets.



**SHIRE OF NAREMBEEN**  
**SUPPLEMENTARY INFORMATION**  
**FOR THE PERIOD ENDED 31 JANUARY 2026**

**5 RESERVE ACCOUNTS**

Reserve account name					Actual			
	Opening	Transfers	Transfers	Closing	Opening	Transfers	Transfers	Closing
	Balance	In (+)	Out (-)	Balance	Balance	In (+)	Out (-)	Balance
<b>Reserve accounts restricted by legislation</b>								
Leave reserve	309,132	14,582	0	324,062	324,062	6,651	0	330,713
Plant reserve	567,015	221,426	0	338,359	338,359	6,945	0	345,304
Infrastructure reserve	2,465,448	64,736	(720,000)	1,438,578	1,438,578	29,526	0	1,468,104
HVRIC reserve	0	102,530	(110,500)	2,278,453	2,278,453	46,764	0	2,325,217
Land Development reserve	342,573	16,160	(375,277)	359,117	359,117	7,371	0	366,488
Avoca Farm reserve	84,199	3,972	(92,237)	88,265	88,265	1,812	0	90,077
Recreation reserve	758,939	30,852	(40,374)	685,593	685,593	14,072	0	699,665
Housing reserve	587,297	705	(16,366)	15,661	15,661	321	0	15,982
Heritage reserve	21,760	1,026	0	22,810	22,810	468	0	23,278
Medical reserve	98,770	4,659	0	103,540	103,540	2,125	0	105,665
Server reserve	0	15,675	0	15,000	15,000	308	0	15,308
ERP reserve	0	1,800	(41,800)	40,000	40,000	821	0	40,821
Bendering landfill reserve	125,059	22,249	(40,000)	161,100	161,100	3,307	0	164,407
Bendering rehabilitation reserve	0	5,225	0	5,000	5,000	103	0	5,103
RoeROC reserve	0	5,225	0	5,000	5,000	103	0	5,103
	<b>5,360,192</b>	<b>510,823</b>	<b>(1,436,554)</b>	<b>5,880,537</b>	<b>5,880,538</b>	<b>120,696</b>	<b>0</b>	<b>6,001,234</b>

SHIRE OF NAREMBEEN  
SUPPLEMENTARY INFORMATION  
FOR THE PERIOD ENDED 31 JANUARY 2026

INVESTING ACTIVITIES

6 CAPITAL ACQUISITIONS

Capital acquisitions	Adopted			
	Budget	YTD Budget	YTD Actual	YTD Variance
	\$	\$	\$	\$
Property, plant and equipment	1,988,320	1,069,778	720,608	(349,170)
Infrastructure	4,441,515	2,655,412	1,333,455	(1,321,957)
Intangible assets	235,000	137,074	25,880	(111,194)
<b>Total capital acquisitions</b>	<b>6,664,835</b>	<b>3,862,264</b>	<b>2,079,942</b>	<b>(1,782,322)</b>
<b>Capital Acquisitions Funded By:</b>				
Capital grants and contributions	2,666,614	1,583,306	695,481	(887,825)
Other (disposals & C/Fwd)	160,000	0	54,385	54,385
Reserve accounts				
Infrastructure reserve	720,000	0	0	0
HVRIC reserve	110,500	0	0	0
Land Development reserve	375,277	0	0	0
Avoca Farm reserve	92,237	0	0	0
Recreation reserve	40,374	0	0	0
Housing reserve	16,366	0	0	0
ERP reserve	41,800	0	0	0
Bendering landfill reserve	40,000	0	0	0
Contribution - operations	2,401,667	2,278,958	1,330,076	(948,882)
<b>Capital funding total</b>	<b>6,664,835</b>	<b>3,862,264</b>	<b>2,079,942</b>	<b>(1,782,322)</b>

**KEY INFORMATION**

**Initial recognition**

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

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

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

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

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

**Measurement after recognition**

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

**Reportable Value**

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

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

**SHIRE OF NAREMBEEN**  
**NOTE 6 CONTINUED - CAPITAL EXPENDITURE**  
**FOR THE YEAR-TO-DATE PERIOD ENDED 31/01/2026**

Capital Expenditure Project	Account Number	Full-year variance				% Var Under/(over)	Year-to-date variance			% Var Under/(over)
		Original budget	Budget review - Annual amount	YTD Actual	Annual variance Surplus/(deficit)		Budget review - YTD figures	YTD actuals	YTD variance Surplus/(deficit)	
<b>Land and Buildings</b>										
Depot, Pound Improvements	2182	10,000	10,000	0	10,000	100%	9,999	0	9,999	100%
Staff housing, Thomas St builds	2178	283,500	283,500	932,463	(648,963)	-229%	283,500	932,463	(648,963)	-229%
Less: 2025 WIP brought forward		283,500	283,500	253,218	30,282					
2026 capital expenditure										
Recreation Centre, female changerooms (design)	2183	30,000	30,000	23,900	6,100	20%	30,000	23,900	6,100	20%
Less: 2025 WIP brought forward		0	0	(11,100)						
2026 capital expenditure		30,000	30,000	12,800	17,200					
Staff housing, Cr Cheetham Way & Brown St subdivision	2179	500,000	500,000	26,389	473,611	95%	26,389	26,389	0	0%
Less: 2025 WIP brought forward		0	0	(26,389)						
2026 capital expenditure		500,000	500,000	(0)	500,000					
1 Longhurst Street, renovations	2180	100,000	100,000	4,731	95,269	95%	0	4,731	(4,731)	
Swimming Pool, ablution upgrades, add first aid room & storage	2229	10,000	10,000	0	10,000	100%	9,999	0	9,999	100%
Depot, new buildings, renovations and improvements to amenity	2300	10,000	10,000	0	10,000	100%	3,333	0	3,333	100%
8 Cheetham Way, Outdoor blinds	2301	14,000	14,000	14,436	(436)	-3%	13,998	14,436	(438)	-3%
20 Cheetham Way, Outdoor blinds	2302	14,000	14,000	19,665	(5,665)	-40%	13,998	19,665	(5,667)	-40%
5 Churchill Street, garden and street frontage improvements	2303	28,000	28,000	880	27,120	97%	27,999	880	27,119	97%
Avoca farmstead, demolition	2304	50,000	50,000	0	50,000	100%	29,162	0	29,162	100%
15 Northmore, reticulation works	2305	5,000	5,000	0	5,000	100%	2,912	0	2,912	100%
15 Northmore, landscaping	2306	10,000	10,000	0	10,000	100%	5,831	0	5,831	100%
15 Northmore, floorcoverings	2307	5,350	5,350	5,885	(535)	-10%	5,349	5,885	(536)	-10%
15 Northmore, split system AC	2308	8,500	8,500	9,150	(650)	-8%	8,499	9,150	(651)	-8%
16 Hilton, reticulation works	2309	5,000	5,000	0	5,000	100%	2,912	0	2,912	100%
18 Hilton, reticulation works	2310	5,000	5,000	2,961	2,039	41%	2,912	2,961	(49)	-2%
21 Northmore, reticulation works	2311	5,000	5,000	0	5,000	100%	2,912	0	2,912	100%
15 Northmore, landscaping	2312	10,000	10,000	0	10,000	100%	5,831	0	5,831	100%
21 Northmore, split system AC	2313	8,500	8,500	9,150	(650)	-8%	8,499	9,150	(651)	-8%
8 Churchill Street, repaint portico	2314	5,000	5,000	0	5,000	100%	4,998	0	4,998	100%
8 Churchill Street, Rear entry fencing	2315	5,000	5,000	0	5,000	100%	4,998	0	4,998	100%
Gym, split system AC	2316	12,000	12,000	0	12,000	100%	12,000	0	12,000	100%
Transfer station, Concrete slab for shed	2317	26,000	26,000	13,118	12,883	50%	26,000	13,118	12,883	50%
Transfer station, Transportable office	2318	18,000	18,000	0	18,000	100%	18,000	0	18,000	100%
10 Hilton, floorcoverings, repaint internally and exterior repairs	2324	40,000	40,000	7,271	32,729	82%	13,333	7,271	6,062	45%
5 and 7 Currall Street Narembeen, land acquisition costs	2373	0	0	2,854	(2,854)		0	2,854	(2,854)	
Pool Building, epoxy non-slip flooring	2375	0	0	26,853	(26,853)		0	26,853	(26,853)	
Depot, concrete flooring for sheds	2,378						0	0	0	
<b>Total Land and Buildings</b>		<b>1,217,850</b>	<b>2,031,350</b>	<b>382,971</b>	<b>118,145</b>		<b>573,363</b>	<b>1,099,705</b>	<b>(526,342)</b>	
<b>Furniture and Equipment</b>										
Admin - VOIP Phones	2184	10,000	10,000	10,026	(26)	0%	5,831	10,026	(4,195)	-72%
Admin - Council Chambers Furniture	2185	23,670	23,670	0	23,670	100%	7,890	0	7,890	100%
Recreation Centre, furniture and fittings	2361	35,000	35,000	24,326	10,674	30%	34,998	24,326	10,672	30%
Admin, CRC and mechanic - new computers	2356	11,000	11,000	13,690	(2,690)	-24%	6,412	13,690	(7,278)	-114%
CRC, Power distribution boards	2357	5,000	5,000	0	5,000	100%	4,998	0	4,998	100%
Caravan park, replacement washing machines	2358	22,000	22,000	19,963	2,037	9%	21,999	19,963	2,036	9%
Chambers, additional honour boards	2359	5,000	5,000	0	5,000	100%	2,912	0	2,912	100%
Admin, Chair and table trolleys	2360	5,000	5,000	0	5,000	100%	2,912	0	2,912	100%
<b>Total Furniture and Equipment</b>		<b>116,670</b>	<b>116,670</b>	<b>68,005</b>	<b>48,665</b>		<b>87,952</b>	<b>68,005</b>	<b>19,947</b>	
<b>Plant and Equipment</b>										
Steel Drum Roller	2363	200,000	200,000	0	200,000	100%	66,667	0	66,667	100%
Side Tipper (NB5708)	2364	155,000	155,000	0	155,000	100%	51,667	0	51,667	100%

**SHIRE OF NAREMBEEN**  
**NOTE 6 CONTINUED - CAPITAL EXPENDITURE**  
**FOR THE YEAR-TO-DATE PERIOD ENDED 31/01/2026**

Capital Expenditure Project	Account Number	Full-year variance				% Var Under/(over)	Year-to-date variance			% Var Under/(over)
		Original budget	Budget review - Annual amount	YTD Actual	Annual variance Surplus/(deficit)		Budget review - YTD figures	YTD actuals	YTD variance Surplus/(deficit)	
Light tipper (NEW)	2195	78,000	78,000	83,673	(5,673)	-7%	78,000	83,673	(5,673)	-7%
Replacement Light Vehicle (NB7900)	2365	42,000	42,000	44,777	(2,777)	-7%	42,000	44,777	(2,777)	-7%
Replacement Light Vehicle (NB806)	2366	50,000	50,000	47,372	2,628	5%	50,000	47,372	2,628	5%
Replacement Light Vehicle (NB7298)	2367	50,000	50,000	47,322	2,678	5%	50,000	47,322	2,678	5%
Skidsteer attachment, cold planer	2368	28,000	28,000	0	28,000	100%	27,999	0	27,999	100%
Skidsteer attachment, spray unit with boom	2369	18,000	18,000	22,260	(4,260)	-24%	18,000	22,260	(4,260)	-24%
Skidsteer, loading ramps	2370	5,000	5,000	0	5,000	100%	5,000	0	5,000	100%
Works, Trailer-Mounted Portable Toilet	2371	7,000	7,000	6,982	18	0%	6,999	6,982	17	0%
Works, Fleet Tracking Hardware	2188	10,000	10,000	6,775	3,225	32%	5,831	6,775	(944)	-16%
Works, Traffic counters	2362	10,800	10,800	10,470	330	3%	6,300	10,470	(4,170)	-66%
<b>Total Plant and equipment</b>		<b>653,800</b>	<b>653,800</b>	<b>269,632</b>	<b>384,168</b>		<b>408,463</b>	<b>269,632</b>	<b>138,831</b>	
<b>Total Property, Plant and Equipment</b>		<b>1,988,320</b>	<b>2,801,820</b>	<b>720,608</b>	<b>550,978</b>		<b>1,069,778</b>	<b>1,437,342</b>	<b>(367,564)</b>	

**SHIRE OF NAREMBEEN**  
**NOTE 6 CONTINUED - CAPITAL EXPENDITURE**  
**FOR THE YEAR-TO-DATE PERIOD ENDED 31/01/2026**

Capital Expenditure Project	Account Number	Full-year variance				% Var Under/(over)	Year-to-date variance			% Var Under/(over)
		Original budget	Budget review - Annual amount	YTD Actual	Annual variance Surplus/(deficit)		Budget review - YTD figures	YTD actuals	YTD variance Surplus/(deficit)	
<b>Infrastructure - Roads, Footpaths and Drainage</b>										
R2R - Anderson Rock Road, Gravel resheeting (SLK 10.56 - 16.20)	2325	150,000	150,000	0	150,000	100%	0	0	0	
R2R - Yeomans Road, Gravel resheeting (SLK 15.13 - 21.00)	2326	150,000	150,000	196,719	(46,719)	-31%	0	196,719	(196,719)	
R2R - Coverley Road, Gravel resheeting (SLK 3.2 - 8.96)	2327	200,000	200,000	12,614	187,386	94%	199,998	12,614	187,384	94%
R2R - Swartz Road, Replace culvert, reconstruct floodway (SLK 4.50)	2328	120,000	120,000	0	120,000	100%	40,000	0	40,000	100%
R2R - Bailey Road, Replace culvert, reconstruct floodway (SLK 7.57)	2329	120,000	120,000	0	120,000	100%	40,000	0	40,000	100%
RRG - Cramphorne Road, Second coat seal (SLK 37.29 - 42.29)	2340	168,000	168,000	168,000	(0)	0%	168,000	168,000	(0)	0%
RRG - Narembeen South Road, Reconstruction and primer seal to 7.2m (SLK 5.17 - 8.97)	2341	720,000	720,000	338,907	381,093	53%	720,000	338,907	381,093	53%
WSFN - Kondinin-Narembeen Road, second coat seal (SLK 19.50 - 23.00)	2342	141,290	141,290	134,654	6,636	5%	141,288	134,654	6,634	5%
WSFN - Kondinin-Narembeen Road, reconstruction, widen, seal and asphalt (SLK 26 - 26.8)	2343	359,725	359,725	12,837	346,888	96%	119,908	12,837	107,071	89%
Soldiers Road, Gravel resheeting and second coat seal - 400m x 8m (SLK 39.5 - 39.9)	2344	37,000	37,000	0	37,000	100%	36,999	0	36,999	100%
Cramphorne Road, vegetation works (SLK 17.2 - 32.29)	2345	80,000	80,000	77,755	2,245	3%	79,998	77,755	2,243	3%
Mt Arrowsmith Road, pavement repairs, culvert installation and reseal (SLK 3.25 - 15.53)	2346	110,500	110,500	0	110,500	100%	110,499	0	110,499	100%
Townsite, replacement of kerbing	2372	50,000	50,000	0	50,000	100%	50,000	0	50,000	100%
WSFN - Narembeen-Kondinin Road SLK 1.4-26.6 clearing of vegetation for works incl traffic mar	2082	0	0	1,924	(1,924)					
<i>Less: 2025 WIP brought forward</i>		0	0	(1,924)						
<i>2026 capital expenditure</i>		-	-	0	(0)					
<b>Total Roads, Footpaths and Drainage</b>		<b>2,406,515</b>	<b>2,406,515</b>	<b>941,486</b>	<b>1,465,029</b>		<b>1,706,690</b>	<b>941,486</b>	<b>765,204</b>	
<b>Other Infrastructure</b>										
Stormwater Harvesting (Irrigation Pipeline) for townsite	2348	140,000	140,000	750	139,250	99%	46,667	750	45,917	98%
Lions Recycling Area, improvements	2323	10,000	10,000	4,963	5,038	50%	3,333	4,963	(1,630)	-49%
Caravan Park, perimeter fencing and drainage	2347	25,000	25,000	0	25,000	100%	14,581	0	14,581	100%
Lions Entrance Garden improvements (West Town entrance)	2322	5,000	5,000	0	5,000	100%	2,912	0	2,912	100%
Airfield, CCTV installation	2349	15,000	15,000	0	15,000	100%	5,000	0	5,000	100%
Caravan Park, drain, sewerage and electrical line rerouting and improvements	2215	25,000	25,000	0	25,000	100%	14,581	0	14,581	100%
CRC Precinct - Generator Installation	2218	100,000	100,000	0	100,000	100%	33,333	0	33,333	100%
New District Entrance Signs (x4)	2350	12,000	12,000	0	12,000	100%	7,000	0	7,000	100%
Investment in associate (RoeROC)	94150000	60,000	60,000	0	60,000	100%	0	0	0	
Transfer station, chainmesh fencing	2319	50,000	50,000	37,700	12,300	25%	16,667	37,700	(21,033)	-126%
Town dams, perimeter fencing	2320	50,000	50,000	14,329	35,671	71%	29,162	14,329	14,833	51%
Motorcross, perimeter fencing, restoration works and signage	2321	100,000	100,000	35,348	64,652	65%	58,331	35,348	22,983	39%
BMX track, survey and design	2162	525,000	525,000	9,214	515,786	98%	0	9,214	(9,214)	
<i>Less: 2025 WIP brought forward</i>		0	0	(150)						
<i>2026 capital expenditure</i>		525,000	525,000	9,064	515,936					
Narembeen oval, switchboard	2223	44,000	44,000	37,338	6,662	15%	25,662	37,338	(11,676)	-46%
<i>Less: 2025 WIP brought forward</i>		0	0	(34,020)						
<i>2026 capital expenditure</i>		44,000	44,000	3,318	40,682					
Ski Lake planning and development	2163	10,000	10,000	96,441	(86,441)	-864%	5,831	96,441	(90,610)	-1554%
<i>Less: 2025 WIP brought forward</i>		0	0	(85,404)						
<i>2026 capital expenditure</i>		10,000	10,000	11,037	(1,037)					
Narembeen hockey field lights (Club Night Lights)	2222	304,000	304,000	326,286	(22,286)	-7%	177,331	326,286	(148,955)	-84%
<i>Less: 2025 WIP brought forward</i>		0	0	(131,903)						
<i>2026 capital expenditure</i>		304,000	304,000	194,383	109,617					
Tourist trails development	2353	10,000	10,000	229	9,771	98%	0	229	(229)	
Town oval, irrigation improvements	2354	100,000	100,000	13,150	86,850	87%	58,331	1,500	56,831	97%
<i>Less: 2025 WIP brought forward</i>		0	0	(11,650)						

**SHIRE OF NAREMBEEN**  
**NOTE 6 CONTINUED - CAPITAL EXPENDITURE**  
**FOR THE YEAR-TO-DATE PERIOD ENDED 31/01/2026**

Capital Expenditure Project	Account Number	Full-year variance				% Var Under/(over)	Year-to-date variance			% Var Under/(over)
		Original budget	Budget review - Annual amount	YTD Actual	Annual variance Surplus/(deficit)		Budget review - YTD figures	YTD actuals	YTD variance Surplus/(deficit)	
2026 capital expenditure		100,000	100,000	1,500	98,500					
Narembeen football field lights (Club Night Lights)	2355	450,000	450,000	79,348	370,652	82%	450,000	79,348	370,652	82%
<b>Total Other Infrastructure</b>		2,035,000	3,018,000	391,969	1,643,031		948,722	643,446	305,276	
<b>Total Infrastructure</b>		4,441,515	5,424,515	1,333,455	3,108,061		2,655,412	1,584,931	1,070,481	
<b>Intangible Assets</b>										
New ERP - Implementation costs	2352	200,000	200,000	1,000	199,000	100%	116,662	1,000	115,662	99%
Website redevelopment	2351	35,000	35,000	24,880	10,120	29%	20,412	24,880	(4,468)	-22%
<b>Total Infrastructure</b>		235,000	235,000	25,880	209,120		137,074	25,880	111,194	
<b>2026 gross amounts</b>		6,664,835	8,461,335	2,079,942	3,868,159					
<b>2025 work in progress</b>		0		981,785						
<b>Total 2026 capital expenditure to date</b>		6,664,835	8,461,335	2,079,942	3,868,159		3,862,264	3,048,153	814,111	

**SHIRE OF NAREMBEEN  
SUPPLEMENTARY INFORMATION  
FOR THE PERIOD ENDED 31 JANUARY 2026**

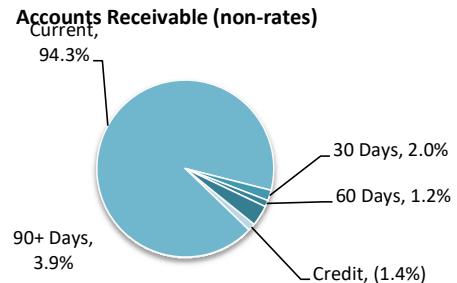
**OPERATING ACTIVITIES**

**7 DISPOSAL OF ASSETS**

Asset description	Budget				YTD Actual			
	Net Book Value	Proceeds	Profit	(Loss)	Net Book Value	Proceeds	Profit	(Loss)
	\$	\$	\$	\$	\$	\$	\$	\$
<b>Buildings</b>								
41 Cheetham Way	0	0	0	0	0	176	176	0
<b>Plant and equipment</b>								
Toyota Kluger, 111NB	40,000	38,000	0	(2,000)	0	0	0	0
CAT Steel Drum Roller	83,000	40,000	0	(43,000)	0	0	0	0
Bruce Rock Side Tipper, NB5766	25,000	30,000	5,000	0	0	0	0	0
Toyota Hilux, NB7900	13,000	16,000	3,000	0	0	0	0	0
Nissan Navara, NB806	12,000	18,000	6,000	0	0	0	0	0
Nissan Navara, NB7298	16,000	18,000	2,000	0	0	0	0	0
Howard Porter Side Tipper, NB3937		0	0	0	23,870	23,870	0	0
Tri-axle dolly		0	0	11,006	24,700	13,693	0	0
Diesel bowser and fuel cell		0	0	0	5,094	5,094	0	0
Commercial washing machines	0	0	0	0	545	545	0	0
	<b>189,000</b>	<b>160,000</b>	<b>16,000</b>	<b>(45,000)</b>	<b>11,006</b>	<b>54,385</b>	<b>43,378</b>	<b>0</b>

## 8 RECEIVABLES

Rates receivable	30 Jun 2025	31 Jan 2026
	\$	\$
Opening arrears previous year	154,026	79,986
Levied this year	2,133,835	2,273,759
Less - collections to date	(2,207,875)	(2,228,964)
Gross rates collectable	<b>79,986</b>	<b>124,781</b>
Allowance for impairment of rates receivable	0	0
<b>Net rates collectable</b>	<b>79,986</b>	<b>124,781</b>
% Collected	96.5%	94.7%



Receivables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$	\$
Receivables - general	(684)	45,337	975	579	1,872	48,080
Percentage	(1.4%)	94.3%	2.0%	1.2%	3.9%	
<b>Balance per trial balance</b>						
Trade receivables						48,080
Pensioner rates and ESL rebates receivable						1,414
Receipting suspense						851
<b>Total receivables general outstanding</b>						<b>50,345</b>

Amounts shown above include GST (where applicable)

### KEY INFORMATION

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

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

### Classification and subsequent measurement

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

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

SHIRE OF NAREMBEEN  
SUPPLEMENTARY INFORMATION  
FOR THE PERIOD ENDED 31 JANUARY 2026

OPERATING ACTIVITIES

**9 PAYABLES**

Payables - general	Debit	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$	\$
Payables - general	0	53	0	0	0	53
Percentage	0.0%	100.0%	0.0%	0.0%	0.0%	
<b>Balance per trial balance</b>						
Sundry creditors						81
Accrued salaries and wages						2,191
ATO liabilities						27,903
Prepaid rates						28,272
Bonds and deposits held						28,127
Trust funds						(294)
Transport licensing funds held						3,761
<b>Total payables general outstanding</b>						<b>90,041</b>
<b>Amounts shown above include GST (where applicable)</b>						

**KEY INFORMATION**

Trade and other payables represent liabilities for goods and services provided to the Shire prior to the end of the period that are unpaid and arise when the Shire becomes obliged to make future payments in respect of the purchase of these goods and services. The amounts are unsecured, are recognised as a current liability and are normally paid within 30 days of recognition.

The carrying amounts of trade and other payables are considered to be the same as their fair values, due to their short-term nature.

SHIRE OF NAREMBEEN  
SUPPLEMENTARY INFORMATION  
FOR THE PERIOD ENDED 31 JANUARY 2026

FINANCING ACTIVITIES

10 BORROWINGS

Repayments - borrowings

Information on borrowings Particulars	Loan No.	New Loans			Principal Repayments		Principal Outstanding		Interest Repayments	
		1 July 2025	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget
Swimming Pool	125	60,278	0	0	(14,335)	(29,149)	45,943	31,129	2,013	(3,548)
Recreation Centre	128	462,301	0	0	(20,412)	(41,361)	441,889	420,940	12,159	(23,780)
		522,579	0	0	(34,747)	(70,510)	487,832	452,069	14,172	(27,328)
<b>Self supporting loans</b>										
Aged Homes	127	9,400	0	0	(2,277)	(4,602)	7,123	4,798	0	(349)
Narembeen Bowling Club	131	48,930	0	0	(3,969)	(7,958)	44,961	40,972	0	(457)
		58,330	0	0	(6,246)	(12,560)	52,084	45,770	0	(806)
<b>Total</b>		<b>580,909</b>	<b>0</b>	<b>0</b>	<b>(40,993)</b>	<b>(83,070)</b>	<b>539,916</b>	<b>497,839</b>	<b>14,172</b>	<b>(28,134)</b>
Current borrowings		83,070					42,076			
Non-current borrowings		497,839					497,840			
		<b>580,909</b>					<b>539,916</b>			

All debenture repayments were financed by general purpose revenue.

Self supporting loans are financed by repayments from third parties.

KEY INFORMATION

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

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

**SHIRE OF NAREMBEEN**  
**SUPPLEMENTARY INFORMATION**  
**FOR THE PERIOD ENDED 31 JANUARY 2026**

**11 GRANTS, SUBSIDIES AND CONTRIBUTIONS**

	<b>YTD Budget</b>	<b>Annual Budget</b>	<b>YTD Revenue Actual</b>
	\$	\$	\$
<b>Grants and subsidies - Operating</b>			
<b>General Purpose funding</b>			
Financial Assistance Grant - General portion	352,500	705,000	417,914
Financial Assistance Grant - Roads portion	245,000	490,000	290,415
<b>Law, Order and Public Safety</b>			
Bush Fire Brigade Operating Grant	7,914	15,830	8,311
Bush Fire Brigade Operating Grant	0	0	8,077
<b>Housing</b>			
Other housing, reimbursements received	30,000	30,000	0
<b>Community Amenities</b>			
CRC, SOCK Week grant funding	0	24,455	0
CRC, Annual operating grants	70,000	120,000	96,693
CRC, Project grant funding	0	0	909
CRC, trainee grant funding	0	0	(24,920)
CRC, Event grant funding	14,581	25,000	7,584
<b>Transport</b>			
Main Roads Direct Grant	305,245	305,245	299,453
<b>Total operating grants and subsidies</b>	<b>1,025,240</b>	<b>1,715,530</b>	<b>1,104,436</b>
<b>Grants and subsidies - Non-operating</b>			
<b>Transport</b>			
Community Water Supply grant funding	0	100,000	79,000
Power Resilience Project grant funding	0	90,000	0
Regional Road Group (RRG) Grant Funding	296,000	592,000	236,800
Roads to Recovery (R2R) Grant Funding	740,000	740,000	0
Wheatbelt Secondary Freight Network (WSFN) Grant Funding	233,806	467,614	163,105
<b>Recreation</b>			
Club Night Lights grant funding	200,000	200,000	105,647
BMX/pump track grant funding	0	250,000	0
<b>Contributions - Non-operating</b>			
Reimbursements from sporting groups	113,500	227,000	110,929
<b>Total non-operating grants, contributions and subsidies</b>	<b>1,269,806</b>	<b>2,439,614</b>	<b>695,481</b>
<b>GRAND TOTAL</b>	<b>2,295,046</b>	<b>4,155,144</b>	<b>1,799,917</b>

**ATTACHMENT 14.4A**  
**Schedule of Accounts for month ended**  
**31 December 2025**



Shire of Narembeen  
Schedule of accounts paid  
For the month ended 31 December 2025

Chq/EFT	Date	Name	Description	Amount
EFT19273	12/12/2025	150 Square Pty Ltd	Assistance with Preparation of Local Laws (Bush Fire Brigade)	13,411.40
EFT19274	12/12/2025	ATeam Printing	Admin and CRC, Business Cards	124.30
EFT19275	12/12/2025	AAA Print Group	CRC, commercial printing	1,341.34
EFT19276	12/12/2025	Ampac Debt Recovery (WA) Pty Ltd	Rates, debt recovery costs	876.00
EFT19277	12/12/2025	Arcus Australia	Recreation Centre, replacement dishwasher	7,439.30
EFT19278	12/12/2025	Australia Post	Admin, postage for the month	176.14
EFT19279	12/12/2025	Australian Services Union	Employee membership fees	26.50
EFT19280	12/12/2025	Australian Taxation Office	November 2025 BAS	1,746.00
EFT19281	12/12/2025	Avon Waste	Waste removal services	16,516.92
EFT19282	12/12/2025	Bitutek Pty Ltd	Cramphome Rd & Kondinin Narembeen Rd, supply and spray of C170 bitumen	231,380.60
EFT19283	12/12/2025	Boc Gases	Workshop consumables	8.67
EFT19284	12/12/2025	CJB Carpentry	33 and 35 Thomas Street, supply and install sheds	37,153.05
EFT19285	12/12/2025	Carrington's (WA) Pty Ltd T/A Carrington's Traffic Services	Cramphorne road, traffic management	14,454.05
EFT19286	12/12/2025	Chris Bray Electrics Pty Ltd	8 Cheetham Way, electrical work	1,304.05
EFT19287	12/12/2025	Colestan Electrics	Bowling Club, repalce faulty RCD	607.20
EFT19288	12/12/2025	Combined Pest Control Wa	Apex Park, Removal of bees	110.00
EFT19289	12/12/2025	Cr Amy Hardham	Councillor sitting fees	2,750.00
EFT19290	12/12/2025	Cr Christopher David Bray	Councillor sitting fees	2,750.00
EFT19291	12/12/2025	Cr Hannah Bald	Councillor sitting fees	3,256.25
EFT19292	12/12/2025	Cr Luke Smoker	Councillor sitting fees	1,750.00
EFT19293	12/12/2025	Cr Michael Jeffrey Currie	Councillor sitting fees	2,750.00
EFT19294	12/12/2025	Cr Scott William Stirrat	Councillor sitting fees	5,639.95
EFT19295	12/12/2025	Cr Trevor Wayne Cole	Councillor sitting fees	1,750.00
EFT19296	12/12/2025	Customer	Rates refund	543.87
EFT19297	12/12/2025	Department Of Fire And Emergency Services (DFES)	ESL 2nd remittance	19,407.60
EFT19298	12/12/2025	Department of Local Government, Industry Regulation and Safety	Building services levy remittance	616.55
EFT19299	12/12/2025	Customer	Rates refund	153.24
EFT19300	12/12/2025	GSG WA Pty Ltd (Narembeen Roadhouse)	Admin and works, fuel for light vehicles	827.81
EFT19301	12/12/2025	Great Eastern Freightlines	Cramphorne Road, delivery of aggregate	19,887.89



**Shire of Narembeen**  
**Schedule of accounts paid**  
**For the month ended 31 December 2025**

Chq/EFT	Date	Name	Description	Amount
EFT19302	12/12/2025	H C Construction Services Pty Ltd	Works, video pickup of whole road network	16,475.80
EFT19303	12/12/2025	Cr Holly Cusack	Councillor Sitting fees	5,631.25
EFT19304	12/12/2025	Haddeo Infrastructure Agriculture Pty Ltd	Stormwater Harvesting project, strategy consultation	3,300.00
EFT19305	12/12/2025	Industrial Automation Group Pty Ltd	Wadderin Standpipe, controller upgrade	5,442.80
EFT19306	12/12/2025	Instant Toilets & Showers Pty Ltd	Works, portable trailer-mounted toilet	7,680.20
EFT19307	12/12/2025	Intelife Group	Cramphorne road, vegetation maintenance	34,097.37
EFT19308	12/12/2025	Jason Signmakers	Bin to Bin, Number plates and boundary signs	451.04
EFT19309	12/12/2025	Landgate	Admin, interim GRV rates valuations	33.13
EFT19310	12/12/2025	Lawfirst Pty Ltd	Narembeen Roadhouse, Legal fees to lift caveat	1,966.78
EFT19311	12/12/2025	Livingston Medical Pty Ltd	Management fees per agreement	26,361.66
EFT19312	12/12/2025	Mahjae Pty Ltd T/A Whitney Consulting	RoeROC Key worker housing project, consultancy and plan development	10,999.45
EFT19313	12/12/2025	Market Creations Agency Pty Ltd T/A Integrated ICT	5x new laptops	12,716.00
			Replace failed IT hardware	1,661.00
			Managed service agreement	4,178.86
EFT19314	12/12/2025	Michael Lethlean	Community Christmas party, icecreams and slushies for attendees	320.00
EFT19315	12/12/2025	Narembeen District High School	2025 book awards	80.00
EFT19316	12/12/2025	Office of the Auditor General	Audit fees for year ended 30 June 2025	50,375.60
EFT19317	12/12/2025	P M Services Narembeen	Transfer station, management fees	2,842.00
EFT19318	12/12/2025	Prestige Lock Service	Admin and gym, automatic lock software subscription	799.57
EFT19319	12/12/2025	Repco a division of GPC Asia Pacific Pty Ltd	Works, plant parts and spares	590.04
EFT19320	12/12/2025	Sanokil	Various Council properties, sanitary bin services	645.42
EFT19321	12/12/2025	Shire Of Corrigin	RoeROC, Shared Environmental Health Officer Services	2,688.40
EFT19322	12/12/2025	Shire Of Kalamunda	Building applications, consultancy and advice	408.33
EFT19323	12/12/2025	Shire Of Kellerberrin	Works, road sweeper hire	1,572.50
EFT19324	12/12/2025	Slipguard Pty Ltd	Pool building, epoxy flooring slip rating	1,760.00
EFT19325	12/12/2025	Stabilised Pavements of Australia Pty Ltd	Narembeen South Road, Wetmixing road length	48,774.72
EFT19326	12/12/2025	Customer	Rates refund	2,428.46
EFT19327	12/12/2025	Swastik Shree Pty Ltd (ALLSTAMPS)	CRC, replacement stamp	60.50
EFT19328	12/12/2025	Team Digital	CRC, printer paper	275.52
EFT19329	12/12/2025	Team Global Express Pty Ltd	Depot, freight	33.08
EFT19330	12/12/2025	Merredin Refrigeration and Air Conditioning	24 Cheetham Way, air con repairs	6,477.67
EFT19331	12/12/2025	The trustee for the Skippers Unit Trust T/A John Hughes Mitsubishi	Purchase of new Mitsubishi Tritons x3	153,255.00
EFT19332	12/12/2025	Town Planning Innovations	Town planning, consultancy and advice	742.50
EFT19333	12/12/2025	Trustee for J & S Baldwin Trust	Low Loader, tyre replacement	970.00
EFT19334	12/12/2025	Tudor House	6x replacement flag poles	790.00
EFT19335	12/12/2025	WA Contract Ranger Services	Contract ranger services	779.63
EFT19336	12/12/2025	Westrac Equipment Pty Ltd	Plant, grader fuel system maintenance and minor repairs	2,644.29
EFT19337	12/12/2025	Wheatbelt Office and Business Machines	Admin, photocopier monthly charges	1,354.09



**Shire of Narembeen**  
**Schedule of accounts paid**  
**For the month ended 31 December 2025**

Chq/EFT	Date	Name	Description	Amount
EFT19338	12/12/2025	Willway Plumbing and Gas	Recreation Centre, removal of dishwater and installation of new one	874.76
EFT19339	12/12/2025	XAV Group Pty Ltd t/a Contract Aquatic	Swimming Pool, Management Fees	18,000.00
EFT19340	18/12/2025	ATeam Printing	CRC, Narembeen Bowling Club Stickers	248.60
EFT19341	18/12/2025	Chris Bray Electrics Pty Ltd	Narembeen Club, disconnect power from roller blinds	374.00
EFT19342	18/12/2025	Cr Amy Hardham	Reimbursement of travel costs paid personally	686.80
EFT19343	18/12/2025	Customer	Rates refund	300.00
EFT19344	18/12/2025	Hersey's Safety Pty Ltd	Works, Reflective traffic cones	1,829.58
EFT19345	18/12/2025	Lesley Palmer T/A Lee's Gardening	Private works, mine site camp maintenance	2,400.00
EFT19346	18/12/2025	Market Creations Agency Pty Ltd T/A Integrated ICT	Admin, additional failed hardware replacements	1,661.00
EFT19347	18/12/2025	Narembeen Hardware And Ag Supplies Pty Ltd	Works, general supplies and tools Works, mosquito spraying chemicals Works, handtools for building maintenance officer	5,889.22 2,527.91 3,366.65
EFT19348	18/12/2025	Narembeen IGA	Admin and caravan park, bulk cleaning supplies and staff amenities	1,680.67
EFT19349	18/12/2025	Narembeen Town Team	Community benefit fund disbursement	885.70
EFT19350	18/12/2025	Officeworks	Australia Day, party bags supplies	234.57
EFT19351	18/12/2025	P M Services Narembeen	Waste Transfer Station, management fees (2 fortnights)	5,684.00
EFT19352	18/12/2025	PEAP Contractors Pty Ltd	AFL LED lighting, down payment for hardware	60,900.80
EFT19353	18/12/2025	Payroll Plus Consulting	Admin, staff training	660.00
EFT19354	18/12/2025	Pitcher Partners BA & A Pty Ltd	2025 Grant Audits, R2R, LRCI 3 & LRCI 4	4,950.00
EFT19355	18/12/2025	Repco a division of GPC Asia Pacific Pty Ltd	Works, plant and vehicle parts and spares + building maintenance power tools	4,673.07
EFT19356	18/12/2025	Ron Bateman And Co	Town Oval, reticulation parts	49.50
EFT19357	18/12/2025	Sanders Family Trust T/A Ics Carpentry	10 Hilton, floor coverings, internal and external repaint and roof repairs Admin, roof leak repairs CRC, water damaged floor repaired	7,271.00 990.00 5,676.00
EFT19358	18/12/2025	TOCOJEPAPty Ltd T/A Tquip	Depot, reelmaster repairs	347.68
EFT19359	18/12/2025	Team Global Express Pty Ltd	Depot, freight	175.91
EFT19360	18/12/2025	Merredin Refrigeration and Air Conditioning	15 & 21 Northmore, install 3 split system AC units in each property	18,300.00
EFT19361	18/12/2025	Trustee for J & S Baldwin Trust	Light vehicle, new tyres	2,844.00
EFT19362	18/12/2025	Westrac Equipment Pty Ltd	Depot, plant parts and spares	1,358.56
EFT19363	18/12/2025	Wheatbelt Office and Business Machines	CRC, printer metre reading	609.23
EFT19364	18/12/2025	Willway Plumbing and Gas	Council properties, call outs for minor repairs	1,373.46
EFT19365	18/12/2025	Wurth Australia Pty Ltd	Depot, consumables and plant parts and spares	1,236.35
DD13143.1	05/12/2025	Beam Precision Superannuation	Superannuation payment	16,368.27
DD13144.1	01/12/2025	Western Power	Electricity usage for Council properties and facilities	462.48
DD13158.1	05/12/2025	Water Corporation	Water usage for Council properties	631.23
DD13158.2	05/12/2025	Western Power	Electricity usage for Council properties and facilities	11,937.11
DD13181.1	29/12/2025	Western Australian Treasury Corporation	Loan 127E, scheduled repayment	2,475.70
DD13182.1	22/12/2025	Western Power	Electricity usage for Council properties and facilities	313.67
DD13183.1	17/12/2025	Telstra	Phone charges for Council facilities and properties	1,843.46
DD13183.2	17/12/2025	Water Corporation	Water usage for Council properties and facilities	52.73
DD13184.1	15/12/2025	Water Corporation	Water usage for Council properties and facilities	1,756.01
DD13185.1	12/12/2025	Water Corporation	Water usage for Council properties and facilities	317.82
DD13186.1	11/12/2025	Water Corporation	Water usage for Council properties and facilities	2,123.16



Shire of Narembeen  
Schedule of accounts paid  
For the month ended 31 December 2025

Chq/EFT	Date	Name	Description	Amount
DD13187.1	10/12/2025	Water Corporation	Water usage for Council properties and facilities	6,324.77
DD13187.2	10/12/2025	Western Power	Electricity usage for Council properties and facilities	4,305.30
DD13188.1	09/12/2025	Western Power	Electricity usage for Council properties and facilities	2,668.16
DD13189.1	08/12/2025	Water Corporation	Water usage for Council properties and facilities	5,462.58
DD13190.1	02/12/2025	Western Power	Electricity usage for Council properties	376.01
DD13190.2	02/12/2025	Water Corporation	Water usage for Council properties and facilities	52.73
DD13192.1	19/12/2025	Beam Precision Superannuation	Superannuation payment	16,068.43
DD13196.1	01/12/2025	Commonwealth Banking Corporation	Corporate Credit Card purchases from 28 October 2025 to 25 November 2025	9,868.33
DD13199.1	30/12/2025	Commonwealth Banking Corporation	Corporate Credit Card purchases from 24 November 2025 to 24 December 2025	6,017.11
	04/12/2025	Altus Payroll	Net wages for pay run #116	64,812.50
	18/12/2025	Altus Payroll	Net wages for pay run #118	68,335.03
Total payments for the month ended 31 December 2025				\$ 1,136,776.31

**ATTACHMENT 14.4B**  
**Credit Card Payments December 2025**



**Shire of Narembeen**  
**Credit Card Purchases**  
**24 November 2025 - 24 December 2025**  
Direct Debited 30 December 2025

Chief Executive Officer			
Date	Supplier	Description of purchase	Amount
24/12/2025	Chat GPT	Admin, monthly subscription fees	\$ 31.05
19/12/2025	Narembeen Hotel	Council refreshments	\$ 60.78
10/12/2025	ESY	Farewell gift	\$ 425.15
9/12/2025	Adobe	Admin, annual software subscription fees	\$ 383.86
5/12/2025	West Coast Seafood	Catering for end of year events	\$ 158.00
27/11/2025	Live Payments	WALGA Housing Forum taxi	\$ 18.90
<b>TOTAL CEO CREDIT CARD PAYMENTS</b>			<b>\$ 1,077.74</b>



**Shire of Narembeen**  
**Credit Card Purchases**  
**24 November 2025 - 24 December 2025**  
 Direct Debited 30 December 2025

Executive Manager Corporate Services			
Date	Supplier	Description of purchase	Amount
17/12/2025	Narembeen Roadhouse	Ice for end of year event	\$ 4.50
16/12/2025	Peterkin Paper	Citizen of the Year certificates	\$ 43.11
15/12/2025	Safety Culture	WHS, software subscription	\$ 127.60
15/12/2025	Narembeen Hotel	Councillor refreshments	\$ 429.51
12/12/2025	Smartsheets	Admin, annual software subscription fees	\$ 2,268.00
11/12/2025	Big W	Admin, minor computer equipment	\$ 39.80
11/12/2025	Starlink	Internet for council properties and facilities	\$ 834.00
10/12/2025	Australia Post	CRC, minor computer equipment	\$ 15.00
10/12/2025	Adobe	CRC, software subscription fees	\$ 31.99
8/12/2025	Chat GPT	Admin, monthly subscription fees	\$ 31.00
8/12/2025	Starlink	Remote access hardware, monthly fee	\$ 8.50
8/10/2025	Adobe	Admin, software subscription fees	\$ 31.99
8/10/2025	Little Hotlier	Caravan park, booking system monthly subscription	\$ 207.90
27/11/2025	Temu	Australia Day, merchandise	\$ 461.49
27/11/2025	Temu	Community Christmas Party, supplies	\$ 93.23
27/11/2025	Lolly Warehouse	Community Christmas Party, supplies	\$ 247.25
<b>TOTAL EMCS CREDIT CARD PAYMENTS</b>			<b>\$ 4,874.87</b>

Executive Manager Infrastructure Services			
Date	Supplier	Description of purchase	Amount
10/12/2025	Nespresso	Admin, coffee pods	\$ 64.50
<b>TOTAL EMIS CREDIT CARD PAYMENTS</b>			<b>\$ 64.50</b>

**TOTAL CBA CREDIT CARD PURCHASES FOR THE PERIOD \$ 6,017.11**

**ATTACHMENT 14.4C**  
**Schedule of Accounts for month ended**  
**31 January 2026**



Shire of Narembeen  
Schedule of accounts paid  
For the month ended 31 January 2026

Chq/EFT	Date	Name	Description	Amount
EFT19366	08/01/2026	AFGRI Equipment Australia Pty Ltd	Plant, air con service repairs	2,805.75
EFT19367	08/01/2026	AMAC Mechanical	Light vehicle, glass door replacement	752.97
EFT19368	08/01/2026	Ampac Debt Recovery (WA) Pty Ltd	Rates, debt recovery	614.90
EFT19369	08/01/2026	Australia Post	Admin, postage for the month	32.75
EFT19370	08/01/2026	Boc Gases	Depot, workshop consumables	8.95
EFT19371	08/01/2026	CJB Carpentry	Lions Club sorting station, supply and install concrete floor	5,458.75
EFT19372	08/01/2026	Haddeo Infrastructure Agriculture Pty Ltd	Admin, Project management services for December 2025	3,300.00
EFT19373	08/01/2026	Livingston Medical Pty Ltd	General practice agreement, management fees	28,721.39
EFT19374	08/01/2026	Market Creations Agency Pty Ltd T/A Integrated ICT	Managed services, December 2025 Admin, Software subscriptions (annual fee)	4,127.93 455.93
EFT19375	08/01/2026	Merredin Freightlines	Depot, Freight	549.69
EFT19376	08/01/2026	Narembeen Engineering & Steel Supplies (The Trustee for Marcus Dorlandt	Works, Bollard bases and posts & minor works to vehicle trailers	790.06
EFT19377	08/01/2026	Petchell Mechanical	Plant, replacement filters	214.10
EFT19378	08/01/2026	Repco a division of GPC Asia Pacific Pty Ltd	Depot, parts and spares	930.94
EFT19379	08/01/2026	Sanokil	Council properties and facilities, sharps disposal	72.60
EFT19380	08/01/2026	Team Global Express Pty Ltd	Admin, freight	33.74
EFT19381	08/01/2026	Merredin Refrigeration and Air Conditioning	18 Hilton Way, replacement solenoid	267.96
EFT19382	08/01/2026	The Trustee for West Coast Shade Trust T/A West Coast Shade Pty Ltd	Aquatic Centre, repairs to shade sail	275.00
EFT19383	08/01/2026	The Trustee for the W & J Youl Family Trust T/A Youlie & Son Contracting	Narembeen South Road, dozer hire for gravel pushup	28,328.30
EFT19384	08/01/2026	Town Planning Innovations	Local Planning Strategy, consultancy	948.75
EFT19385	08/01/2026	WA Contract Ranger Services	Contract Ranger Services	1,039.50
EFT19386	08/01/2026	WALGA	Councillor training, 'Understanding Local Government' course	528.00
EFT19387	08/01/2026	Westrac Equipment Pty Ltd	Light vehicle, reverse lens	22.59
EFT19388	08/01/2026	Willway Plumbing and Gas	Aquatic Centre, supply and instal replacement water fountain	3,322.21
EFT19389	16/01/2026	RSV Professionals	Christmas Street Party, entertainment (final instalment)	1,735.25
EFT19390	23/01/2026	Australian Services Union	Employee membership fees remitted	53.00
EFT19391	23/01/2026	Cashan Enterprises Pty Ltd T/A Narrogin Carpets & Curtains	Recreation Centre, supply and install new blinds	13,435.40
EFT19392	23/01/2026	Chris Bray Electrics Pty Ltd	Caravan Park, electrical repairs	495.00
EFT19393	23/01/2026	Dennis John Sheldrick T/A Merredin Carpets and Flooring Centre	Council Chambers, Deposit for carpet tiles	4,074.59
EFT19394	23/01/2026	Fulton Hogan	Depot, 20kg bags of pothole repair materials	3,801.60
EFT19395	23/01/2026	Great Eastern Freightlines	Admin, freight	74.25
EFT19396	23/01/2026	JLT Risk Solutions Pty Ltd	LGIS Regional Risk Coordinator, half yearly contribution	5,514.30
EFT19397	23/01/2026	LGIS	Annual premium adjustments for 2025	1,382.14
EFT19398	23/01/2026	Liberty Oil Rural Pty Ltd	Supply and deliver 20,000 litres of diesel fuel	31,576.00
EFT19399	23/01/2026	Merredin Telephone Services	Admin, instal additional ethernet points throughout office	1,839.08
EFT19400	23/01/2026	Narembeen Engineering & Steel Supplies (The Trustee for Marcus Dorlandt	Caravan Park & 2/31 Currall, replacement gas bottles	540.01
EFT19401	23/01/2026	Narembeen Hardware And Ag Supplies Pty Ltd	Depot, various immaterial parts for repairs, including oval retic components	2,109.99



**Shire of Narembeen**  
**Schedule of accounts paid**  
**For the month ended 31 January 2026**

Chq/EFT	Date	Name	Description	Amount
EFT19402	23/01/2026	Officeworks	Admin, office chairs + freight	748.11
EFT19403	23/01/2026	P M Services Narembeen	Transfer Station, Management Fees	2,842.00
EFT19404	23/01/2026	QC Ultimate Clean	Admin, carpet and Council furniture cleaning	2,234.38
EFT19405	23/01/2026	Repco a division of GPC Asia Pacific Pty Ltd	Depot, workshop consumables	551.11
EFT19406	23/01/2026	Sanokii	Various Council facilities, sanitary bins maintenance	572.82
EFT19407	23/01/2026	Seniors Recreation Council of WA Inc	Aged Care Games, registration fees	60.00
EFT19408	23/01/2026	Sheridans Badges and Engraving (Trustee for MAJ Trust)	Australia Day, metal pins	1,348.27
EFT19409	23/01/2026	Swastik Shree Pty Ltd (ALLSTAMPS)	CRC, custom order stamp for customer	72.60
EFT19410	23/01/2026	Team Global Express Pty Ltd	Depot, freight	412.65
EFT19411	23/01/2026	The Pascoe Family Trust T/A Wheatbelt Painting	2/31 Currall St, full interior painting	7,470.00
EFT19412	23/01/2026	The Sandcar Trust T/A Eastway Food Supplies	Australia Day, Catering	798.87
EFT19413	23/01/2026	WA Contract Ranger Services	Contract Ranger Services	837.38
EFT19414	23/01/2026	Westrac Equipment Pty Ltd	Plant, service items for graders	2,968.48
EFT19415	23/01/2026	Willway Plumbing and Gas	Recreation Centre, supply and instal replacement water fountain	5,547.26
EFT19416	23/01/2026	XAV Group Pty Ltd t/a Contract Aquatic	Swimming Pool, Management Fee	19,800.00
EFT19417	23/01/2026	150 Square Pty Ltd	RoeROC, Executive Officer	3,645.70
EFT19418	23/01/2026	Avon Waste	Rubbish removal services	20,609.61
EFT19419	23/01/2026	McMullen Nolan Group Pty Ltd	Lot 61 Cheetham Way Subdivision, project supervision	473.00
EFT19420	23/01/2026	Narembeen Hockey Club	End of year function, catering	1,000.00
EFT19421	23/01/2026	Narembeen IGA	33 Thomas St, purchase of white goods	4,712.31
EFT19422	23/01/2026	Officeworks	Australia Day, party and gift bag supplies	241.95
EFT19423	23/01/2026	PSCG Pty Ltd/TA Perth Signcraft & Graphics	Admin, Councillor Honour Board decals	192.50
EFT19424	23/01/2026	RSV Professionals	Australia Day, deposit for water slide	770.00
EFT19425	23/01/2026	Rothwell Publishing TA/ Jo Michelle Rothwell	CRC, merchandise	82.50
EFT19426	23/01/2026	Shire Of Corrigin	RoeROC, Shared Environmental Health Services	2,877.60
EFT19427	23/01/2026	Shire Of Kalamunda	Building applications, consultancy and advice - November 2025	250.00
EFT19428	23/01/2026	WALGA	Admin, Emergency Management for Local Government Leaders training	1,584.00
DD13195.1	02/01/2026	Beam Precision Superannuation	Superannuation Payment	15,748.00
DD13208.1	05/01/2026	Western Power	Electricity usage for Council facilities and properties	1,327.60
DD13209.1	12/01/2026	Western Power	Electricity usage for Council facilities and properties	3,887.62
DD13210.1	15/01/2026	Western Power	Electricity usage for Council properties and facilities	201.77
DD13211.1	16/01/2026	Western Power	Electricity usage for Council properties and facilities	358.67
DD13227.1	30/01/2026	Beam Precision Superannuation	Superannuation Payment	15,181.16
DD13228.1	15/01/2026	Beam Precision Superannuation	Superannuation Payment	14,737.75
DD13229.1	19/01/2026	Telstra	Telephone charges for Council properties and facilities	2,366.20
DD13230.1	22/01/2026	Western Power	Electricity usage for Council facilities and properties	303.55
DD13231.1	23/01/2026	Western Power	Electricity usage for Council facilities and properties	1,284.78
DD13231.2	23/01/2026	Western Australian Treasury Corporation	Debt guarantee fee for 2025 calendar year	2,081.15
DD13241.1	15/01/2026	Beam Precision Superannuation	Superannuation Payment	15.76
	28/01/2026	Commonwealth Bank	Corporate Credit Card purchases from 25 December 2025 - 23 January 2026	2,908.23
	01/01/2026	Altus Payroll	Net wages for pay run #120	66,747.81
	15/01/2026	Altus Payroll	Net wages for pay run #123	480.95
	15/01/2026	Altus Payroll	Net wages for pay run #124	64,708.82
	29/01/2025	Altus Payroll	Net wages for pay run #125	65,428.95
<b>Total payments for the month ended 31 January 2026</b>				<b>\$ 486,121.38</b>

**ATTACHMENT 14.4D**  
**Credit Card Payments January 2026**



**Shire of Narembeen**  
**Credit Card Purchases**  
**25 December 2025 - 23 January 2026**  
 Direct Debited 28 January 2026

Chief Executive Officer			
Date	Supplier	Description of purchase	Amount
9/01/2026	Yeti	Employee Recognition Program, staff gifts	\$ 396.00
14/01/2026	Priceline Pharmacy	Personal purchase made on accident (immediately reimbursed Council through till)	\$ 108.81
<b>TOTAL CEO CREDIT CARD PAYMENTS</b>			<b>\$ 504.81</b>

Executive Manager Corporate Services			
Date	Supplier	Description of purchase	Amount
29/12/2025	Costco	EMCS, fuel	\$ 79.42
7/01/2026	Adobe	Admin, software subscription	\$ 31.99
8/01/2025	Siteminder	Caravan Park, booking management software fees	\$ 207.90
9/01/2026	Adobe	CRC, software subscription	\$ 31.99
12/01/2026	Starlink	Internet for Council properties and facilities	\$ 842.50
12/01/2026	CHAT GPT	Admin, monthly subscription fees	\$ 29.94
12/01/2026	CHAT GPT	International fee	\$ 0.75
13/01/2026	JB HI FI	Australia Day prizes	\$ 306.99
14/01/2026	Local Government Professionals	Refund - LGPRO grant writing workshop	(\$ 985.00)
14/01/2026	Enforcer Group	CRC, Heavy duty cable protectors for events	\$ 779.34
16/01/2026	Safety Culture	Admin & works, software subscription	\$ 127.60
20/01/2026	JOT Form	Admin, annual software subscription	\$ 484.93
20/01/2026	JOT Form	International fee	\$ 12.12
21/01/2026	Officeworks	Gym, sanitary wipes	\$ 142.95
<b>TOTAL EMCS CREDIT CARD PAYMENTS</b>			<b>\$ 2,093.42</b>

Executive Manager Infrastructure Services			
Date	Supplier	Description of purchase	Amount
5/01/2026	BP Wongan Hills	EMIS, fuel	\$ 150.00



**Shire of Narembeen**  
**Credit Card Purchases**  
**25 December 2025 - 23 January 2026**  
Direct Debited 28 January 2026

15/01/2026	Shire of Narembeen	Transport licensing fees, change of plates	\$ 160.00
		<b>TOTAL EMIS CREDIT CARD PAYMENTS</b>	<b>\$ 310.00</b>

**TOTAL CBA CREDIT CARD PURCHASES FOR THE PERIOD \$ 2,908.23**

**ATTACHMENT 16.1A**  
**Transport Road Hierarchy and Service Level**  
**Plan**

Transport

# Road Hierarchy and Service Level Plan

DRAFT



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## DOCUMENT MANAGEMENT

Owner	Executive Manager Infrastructure Services
Reviewer	
Consultation	Plant & Works Committee
Review Frequency	Every 2 Years
Creation Date	Draft - January 2026
Adopted Date	
Last Review Date	
Next Review Date	
File Reference	ROADS/PLANNING

## 1. Purpose

This Transport Service Levels and Road Hierarchy Plan defines the minimum Levels of Service (LOS) for the management, maintenance, renewal and upgrade of the Shire's road network.

The Plan provides a practical framework to:

- prioritise road maintenance and capital works;
- allocate limited resources consistently and transparently;
- manage safety and operational risk; and
- demonstrate alignment with Main Roads WA and the Roads 2040 Regional Road Development Strategy.

Levels of Service represent minimum standards that the Shire strives to achieve, subject to funding, asset condition and risk.

## 2. Relationship to Strategic Documents

This Plan is a supporting document to:

- the Asset Management Plan (Transport);
- the Road Strategy; and
- the Long-Term Financial Plan.

The Asset Management Plan defines what services are provided and why. This Plan defines how those services are delivered on the ground.

It directly informs:

- inspection and condition assessment programs;
- annual maintenance and capital works programs;
- prioritisation of renewal and upgrades; and
- Roads 2040, Regional Road Group (RRG) and Main Roads WA funding submissions.

## 3. Why Levels of Service Are Required

The Shire manages a large, predominantly rural road network with finite financial and operational resources. It is neither practical nor affordable to maintain all roads to the same standard.

Levels of Service are required to:

- prioritise safety-related defects;
- balance community expectations with affordability;
- ensure consistency in decision-making;
- manage risk transparently; and
- provide a defensible basis for funding and investment decisions.

Levels of Service describe what can reasonably be expected, not guaranteed outcomes.

## 4. Key Drivers for Setting Levels of Service

Levels of Service are informed by three primary drivers consistent with the Asset Management Plan:

1. Community needs and expectations
2. Legislative and safety obligations
3. Future demand, including freight growth and Roads 2040 corridors

These drivers must be balanced against:

- available funding;
- competing priorities across the network; and
- the condition and performance of the existing network.

## 5. Road Hierarchy Framework

### 5.1 Purpose of the Road Hierarchy

The road hierarchy provides a structured and consistent framework for managing the road network. It underpins all decisions relating to:

- inspection frequency;
- maintenance standards;
- defect intervention;
- renewal and upgrade priorities; and
- allocation of financial and operational resources.

The hierarchy establishes minimum service expectations, recognising that service delivery must remain risk-based and responsive to changing conditions.

### 5.2 Alignment with Main Roads WA and Roads 2040

The Shire's road hierarchy aligns with:

- Main Roads WA functional road hierarchy; and
- the Roads 2040 Regional Road Development Strategy.

This alignment ensures:

- consistency with State and regional planning;
- eligibility for Regional Road Group funding;
- defensible prioritisation of freight and strategic routes; and
- stronger justification in grant submissions.

Where a road carries significant freight or forms part of a Roads 2040 corridor, its functional importance may exceed its local classification, resulting in elevated Levels of Service.

### 5.3 Hierarchy-Based Decision Making

The road hierarchy directly influences:

- inspection regimes;
- intervention thresholds;
- response times;
- grading and maintenance cycles;
- resealing and re-sheeting priorities; and
- capital upgrade planning.

While hierarchy provides the baseline, actual service delivery is risk-based, taking into account traffic volumes, heavy vehicle use, road condition and safety considerations.

#### 5.4 Road Hierarchy Categories and Functions

<b>Category 1 – Regional Distributor</b>	
Function	Provide strategic regional connectivity and support high-productivity freight movements.
Typical Characteristics	<ul style="list-style-type: none"> <li>• High freight and heavy vehicle volumes</li> <li>• Restricted Access Vehicle (RAV) routes</li> <li>• Roads 2040 priority corridors</li> </ul>
Service Level Implications	<ul style="list-style-type: none"> <li>• Highest inspection frequency</li> <li>• Enhanced maintenance standards</li> <li>• Priority for renewal and upgrade</li> <li>• Focus on reliability, safety and drainage resilience</li> </ul>
<b>Category 2 – Local Distributor</b>	
Function	Connect Regional Distributors to rural access roads and townsites, supporting local freight and community access.
Typical Characteristics	<ul style="list-style-type: none"> <li>• Moderate traffic volumes</li> <li>• Regular heavy vehicle use</li> <li>• Key connectors within the Shire</li> </ul>
Service Level Implications	<ul style="list-style-type: none"> <li>• Regular inspections</li> <li>• Consistent grading and defect response</li> <li>• Consideration of future freight growth</li> </ul>
<b>Category 3 – Access Road – Rural</b>	
Function	Provide access to abutting rural properties, with safety prioritised over mobility and ride comfort.
Typical Characteristics	<ul style="list-style-type: none"> <li>• Lower traffic volumes</li> <li>• Seasonal heavy vehicle use</li> <li>• Agricultural freight during harvest</li> </ul>
Service Level Implications	<ul style="list-style-type: none"> <li>• Reduced maintenance frequency</li> <li>• Risk-based intervention</li> <li>• Focus on safe access rather than surface quality</li> </ul>

<b>Category 4 – Access Road - Urban</b>	
Function	Provide access within townsite, balancing vehicle movement with pedestrian and cyclist safety and amenity.
Typical Characteristics	<ul style="list-style-type: none"> <li>• Mixed traffic</li> <li>• Pedestrian and cyclist interaction</li> <li>• Amenity and drainage considerations</li> </ul>
Service Level Implications	<ul style="list-style-type: none"> <li>• Focus on safety and accessibility</li> <li>• Maintenance of signage, line marking and footpaths</li> <li>• Higher amenity expectations than rural roads</li> </ul>
<b>Category 5 - Minor Access Road – Rural</b>	
Function	Provide access to a limited number of properties with very low traffic volumes.
Typical Characteristics	<ul style="list-style-type: none"> <li>• Minimal traffic</li> <li>• Often unsealed</li> <li>• Limited freight use</li> </ul>
Service Level Implications	<ul style="list-style-type: none"> <li>• Lowest routine maintenance frequency</li> <li>• Reactive, risk-based approach</li> <li>• Maintenance focused on access continuity</li> </ul>

## 5.5 Roads with Elevated Service Levels

Certain roads require higher Levels of Service than their hierarchy classification alone would indicate, including:

- school bus routes;
- Restricted Access Vehicle (RAV) routes;
- Roads 2040 priority corridors; and
- roads with demonstrated safety or strategic importance.

Where this occurs, the Shire may apply:

- increased inspection frequency;
- lower intervention thresholds;
- intensified maintenance cycles; and
- prioritised renewal and upgrade works.

## **5.6 Hierarchy and Capital Works Prioritisation**

The road hierarchy forms the basis for prioritising:

- resealing of sealed roads;
- re-sheeting of unsealed roads;
- pavement rehabilitation; and
- reconstruction and upgrades.

Priority is generally given to roads that:

- are higher in the hierarchy;
- carry freight, RAVs or school buses;
- form part of Roads 2040 corridors; and/or
- attract external funding contributions.

## **5.7 Flexibility of the Hierarchy**

The hierarchy is not static. Reclassification may occur due to:

- changes in freight demand;
- land use changes;
- safety performance;
- network condition; or
- funding opportunities.

Any changes will be documented and reflected in the AMP and annual works programs.

## 6. Levels of Service

Criteria	Regional Distributor	Local Distributor	Access Road - Rural	Access Road - Urban	Minor Access Road - Rural
Drainage	Pipe & floodways	Pipe, floodways & table drains	Pipe, floodways & table drains	Pipe, pits & drains	Table drains
Heavy Vehicle Access (RAV)	Yes	Yes	Yes	For local deliveries only	Only to service properties
Maintenance Grading (routine)	3 grades per year (1 winter, 2 summer)	3 grades per year (1 winter, 2 summer)	2 grades per year (1 winter, 2 summer)	N/A	1 grade per year
Road Inspections	3-6 months or as requested	Bi-annual or as requested	6-12 months or as requested	6-12 months or as requested	Annual or as requested
Road Pavement Minimum Width	10m formation 7.2m width	10m formation 7.2m width seal	8m formation 7.2m width seal	6m seal	6m formation
Pavement Surface (routine)	Pothole patching & crack sealing	Pothole patching & crack sealing	Pothole patching, crack sealing or gravel re-sheeting	Pothole patching, crack sealing	Minor gravel repairs
Surface Type	Bitumen/stone, gravel	Bitumen/stone, gravel	Bitumen/stone, gravel	Bitumen/stone, asphalt	Formed, gravel
Traffic Volume (ADDT)	Criteria not necessary	More than 15 Vpd	More than 10 Vpd	Criteria not necessary	Less than 10 Vpd
Verges (routine)	Vegetation, mulching, weed spraying as required. Shoulder grading every 2 years.	Vegetation, mulching, weed spraying & slashing as required.	Spray as required. Vegetation mulching when funding permits.	Weed spraying and mowing	Back slope grading as required.

## 7. Defect Assessment and Response

Priority	Definition	Typical Response
1	Immediate safety risk	Make safe ASAP
2	Exceeds intervention level	Program repair
3	Non-urgent	Monitor

Temporary measures may be applied where immediate repair is not feasible.

## 8. Emergency Response and Temporary Repairs

### 8.1 Emergency Response

Emergency response works are activities undertaken outside routine and programmed maintenance to ensure the immediate safety of road users and the community following an emergency event.

Emergency events may include:

- floods and severe weather;
- bushfires;
- traffic incidents;
- storm damage;
- chemical or fuel spillages; and
- events activated under the Shire's Emergency Management Plan.

Emergency response focuses on:

- making the site safe;
- restoring access where practicable; and
- supporting emergency services and community access.

Response times are as soon as practicable, prioritised based on risk, road function and access needs.

### 8.2 Temporary Repairs and Risk Mitigation

Temporary repairs are undertaken where permanent repair cannot be immediately completed due to funding, resource, weather or scale constraints.

Temporary measures may include:

- warning signage and delineation;
- speed restrictions;
- traffic control;
- barriers; and
- temporary pavement repairs.

Temporary works are considered an acceptable risk treatment where risks are assessed and permanent works are programmed when feasible.

### 8.3 Relationship to Levels of Service

Emergency response and temporary repairs:

- override normal Levels of Service and hierarchy classifications;
- are prioritised on safety and risk;
- may redirect resources from routine works; and
- may temporarily reduce service levels elsewhere in the network.

## 9. Repair Size, Treatment and Budget Considerations

Repair Size	Condition	Treatment	Budget
Small	Minor defects	Routine maintenance	Operating
Moderate	Localised failure	Corrective works	Reallocation
Large	Structural distress	Rehabilitation	Capital
Very Large	Full failure	Reconstruction	Long-term capital

## 10. Freight, School Bus Routes and Roads 2040

School bus routes, RAV routes and Roads 2040 corridors receive elevated Levels of Service, including:

- higher inspection frequency;
- increased maintenance cycles;
- proactive drainage works; and
- prioritised renewal and upgrade.

## 11. Drainage, Vegetation and Environment

The Shire will:

- maintain drainage to protect road longevity;
- prioritise floodways and culvert performance;
- manage roadside vegetation for safety and access; and
- protect flora roads and environmentally sensitive areas.

## 12. Use of Levels of Service

Levels of Service are used to:

- develop annual maintenance programs;
- prioritise capital works;
- manage risk and expectations;
- support funding submissions; and
- guide consistent, defensible decision-making.

## 13. Review and Governance

This Plan will be reviewed annually and updated where:

- funding availability changes;
- demand increases;
- asset condition deteriorates; or
- strategic priorities evolve.