Shire of Dalwallinu

Place of wheat and wattle

Ordinary Council Meeting Minutes

25 August 2026

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SHIRE OF DALWALLINU

MINUTES of the Ordinary Meeting of Council held at the Council Chambers, Shire Administration Centre, Dalwallinu on Tuesday 25 August 2026.

PRESIDING OFFICER DECLARATION

In accordance with the *Local Government Act 1995*, this public meeting is being recorded. The recording will be archived and available on Councils website. Persons participating in public question time will be recorded as part of the meeting proceedings. I request all participants maintain a respectful and professional demeanour throughout the proceedings. Any use of profanity, disrespectful language, or disruptive behaviour may result in removal from the meeting. Thank you for your cooperation.

1 OPENING & ANNOUNCEMENT OF VISITORS

The Chairperson (President)

I welcome you to the Ordinary Meeting of Council held at the Shire of Dalwallinu Council Chambers, Shire Administration Centre, Dalwallinu on Tuesday 25 August 2026 and I declare the meeting open at 5.01pm.

2 ANNOUNCEMENTS OF PRESIDING MEMBER

3 ATTENDANCE RECORD

3.1 Present

Councillors

Shire President	Cr KL Carter
Deputy President	Cr MM Harms
	Cr JL Counsel
	Cr DS Cream
	Cr S Dawson
	Cr S Hickleton
Chief Executive Officer	Ms JM Knight

Public

Mr Simon Robinson

Ms Catherine Savy

3.2 Apologies

Nil

3.3 Leave of Absence Previously Granted

Cr SC Carter

4 DECLARATIONS OF INTEREST

Item 9.1.1 – Cr S Dawson declared a Financial Interest as Dallcon is a customer of his company and he intends to leave the room during the consideration of this item.

Item 9.4.4 – Cr KL Carter declared an Impartiality Interest as the owner of the coffee van is his niece and he intends to stay in the room during the consideration of this item.

Item 14.3 – CEO Jean Knight declared a Financial Interest as this item is the CEO Annual Performance Review and she intends to leave the room during the consideration of this item.

5 PUBLIC QUESTION TIME

5.1 Response to Previous Public Questions Taken on Notice

Nil

5.2 Public Question Time

Nil

6 MINUTES OF PREVIOUS MEETINGS

6.1 Ordinary Council Meeting – 28 July 2026

MOTION 10605

Moved Cr DS Cream
Seconded Cr JL Counsel

That the Minutes of the Ordinary Meeting of Council held 28 July 2026 be confirmed.

CARRIED 6/0

For: President KL Carter, Deputy President MM Harms, SC Carter, Cr JL Counsel, Cr S Dawson, Cr S Hickleton
Against: Nil

7 PETITIONS/PRESENTATIONS/DEPUTATIONS/DELEGATES/REPORTS/SUBMISSIONS

7.1 Petitions

Nil

7.2 Presentations

Nil

7.3 Deputations

Nil

7.4 Delegates Reports/Submissions

Nil

8 METHOD OF DEALING WITH AGENDA BUSINESS (Show of hands)

As agreed.

5.04pm Item 9.1.1 – Cr S Dawson declared a Financial Interest as Dallcon are a customer of his company and he left the meeting during consideration of this item.

9 REPORTS

9.1 WORKS & SERVICES

9.1.1 Award of Quote - RFQ2627-07 – Drainage Materials

Report Date	25 August 2026
Applicant	Shire of Dalwallinu
File Ref	FM/28 – Financial - Tendering
Previous Meeting Reference	Nil
Prepared by	Marc Bennett, Manager Works & Services
Supervised by	Jean Knight, Chief Executive Officer
Disclosure of interest	Nil
Voting Requirements	Simple Majority
Attachments	Nil

Purpose of Report
Council is requested to authorise the purchase of Drainage Materials for 2026 – 2027 Capital Road Programs.

This item is brought to Council as the Chief Executive Officer only has delegated authority to accept a quote where the consideration is less than $150,000 (Delegation 1006).

Background
Request for quotes were issued to Dallcon, MJB Industries and GNC Concrete on 8 July 2026 with a closing date of 5 August 2026.

Consultation
Nil

Legislative Implications
State
Local Government Act Section 3.57 - Provision of goods and services
Local Government (Functions and General) Regulations 1996

Policy Implications
Local
Council Policy 3.3 Regional Price Preference
Council Policy 3.5 Purchasing

Financial Implications
An allocation for drainage materials has been included within the road projects in the 2026-2027 budget.

General Function Implications
Nil

Strategic Implications
Nil
Site Inspection: Yes

Sustainability & Climate Change Implications
Economic implications
There are no known significant economic implications associated with this proposal.

Social implications
There are no known social implications associated with this proposal.

Environmental implications
There are no known significant environmental implications associated with this proposal.

Officer Comment
Request for Quote 2627-07 was issued on 8 July 2026 for the purchase of drainage materials.

After the closing date (Wednesday 5 August 2026), two quotes were received from:
1. Dallcon
2. MJB Industries

Quotes were assessed by the Chief Executive Officer, Manager Works & Services and Manager Corporate Services with the following criteria:

- Price 30%
- Ability to meet deadline 70%

QUALITATIVE CRITERIA						
Business Name	**Price**		**Ability to Meet Deadline**			**Rank**
	30%		**70%**		**100%**	
	Score 0- 5	**Weighted Score**	**Score 0- 5**	**Weighted Score**	**TOTAL**	
MJB Industries	4.23	25.39	3.17	44.33	**69.72**	1
Dallcon	5.00	30.00	1.67	23.33	**53.33**	2

The Evaluations Panel's highest rank quote was submitted by MJB Industries with a score of 69.72. Whilst the 2nd ranked tender had the lower price, the highest rank tender are able to deliver all of the products in one delivery within the timeframe stated in the Request for Quote.

Officer Recommendation/Council Resolution

MOTION 10606

Moved Cr S Hickleton
Seconded Cr JL Counsel

That Council authorise the Chief Executive Officer to issue a Purchase Order for the purchase of Drainage Materials to MJB Industries for $217,770.00 (ex GST).

CARRIED 5/0

For: President KL Carter, Deputy MM Harms, Cr JL Counsel, Cr DS Cream, Cr S Dawson, Cr S Hickleton
Against: Nil

5.06pm Cr S Dawson re-entered the meeting.

9.1.2 Award of Tender RFT2627-01 Supply & Lay Asphalt (VP518924)*

Report Date	25 August 2026
Applicant	Shire of Dalwallinu
File Ref	FM/28 – Financial Management - Tendering
Previous Meeting Reference	Nil
Prepared by	Marc Bennett, Manager Works and Services
Supervised by	Jean Knight, Chief Executive Officer
Disclosure of interest	Nil
Voting Requirements	Simple Majority
Attachments	Tender Matrix

Purpose of Report
Council is requested to consider the E-Quotes received for RFT2627-01 Supply & Lay Asphalt.

Background
A Request for Quote was called in July 2026 for the supply and lay of asphalt for the 2026-2027 capital works program.

At the Ordinary Council Meeting held on 28 July 2026 Council resolved the following:
'MOTION 10592
Moved Cr DS Cream
Seconded Cr SC Carter

That Council:
1. *Authorises the Chief Executive Officer to call for E-Quotes for the Supply and Lay of MRWA 10/75 Asphalt for 2026-2027 road projects;*
2. *Sets the qualitative criteria as follows:*

Price	*60%*
Relevant Experience in Similar Projects	*15%*
Tenderer's WHS policies and procedures	*5%*
Tenderer's Resources	*10%*
Demonstrated Understanding of Project	*10%*

CARRIED 7/0'

The submission period closed 2pm, Monday 17 August 2026.

Consultation
Nil

Legislative Implications
State
Local Government Act 1995 Section 3.57- Provision of goods and services.
Local Government (Functions and General) Regulations 1996

Policy Implications
Local
Council Policy 3.3 Regional Price Preference
Council Policy 3.5 Purchasing

Financial Implications
An allocation for asphalt has been included within the road projects in the 2026-2027 budget. The cost for the proposed works is within budget.

General Function Implications
Nil

Strategic Implications
Nil

Site Inspection
Nil

Sustainability & Climate Change Implications
Economic implications
There are no known significant economic implications associated with this proposal.

Social implications
There are no known significant social implications associated with this proposal.

Environmental implications
There are no known significant environmental implications associated with this proposal.

Officer Comment
The E-Quote issued contained the following:

Supply and Lay 30mm MRWA 10/75 Black Asphalt intersection mix
- Leahy Street – **2,400 m2**

Supply and Lay 30mm MRWA 10/75 Black Asphalt intersection mix
- Deacon Street – **719 m2**

Supply and Lay 30mm MRWA 10/75 Black Asphalt intersection mix
- Huggett Drive – **4,640 m2**

Supply and Lay 30mm MRWA 10/75 Black Asphalt intersection mix
- McNeill Street – **2,800 m2**

Supply and Lay 30mm MRWA 10/75 Black Asphalt intersection mix
- Strickland Drive – **2,380 m2**

Supply and Lay 40mm MRWA 10/75 Black Asphalt intersection mix
- Hyde Street – **2,400 m2**

Three (3) quotes were received from:
- Jackson Asphalt
- Stirling Asphalt
- WCP Civil Pty Ltd

The tenders were assessed by the Chief Executive Officer, Manager Works & Services and Manager Corporate Services with the following qualitative criteria:

Criteria	Weighting
Quoted Price	60%
Relevant Experience in Similar Projects	15%
Tenderer's WHS policies and procedures	5%
Tenderer's Resources	10%
Demonstrated Understanding of Project	10%

See tender matrix attached to this report.

The Evaluation Panel's highest ranked tender was submitted by WCP Civil Pty Ltd with a score of 86.00. WCP Civil Pty Ltd is an experienced contractor and has undertaken works for the Shire of Dalwallinu previously.

Officer Recommendation/Council Resolution

MOTION 10607

Moved Cr DS Cream
Seconded Cr S Dawson

That Council:

1. Award RFT2627-01 to WCP Civil Pty Ltd for the Supply and Lay Asphalt for 2026-2027 Capital Works program at a cost of $376,002.84 (ex GST);
2. Authorise the Chief Executive Officer to issue a purchase order as per Point 1 above.

CARRIED 6/0

For: President KL Carter, Deputy MM Harms, Cr JL Counsel, Cr DS Cream, Cr S Dawson, Cr S Hickleton
Against: Nil

QUALITATIVE CRITERIA												
Business Name	Price		Relevant Experience		WHS		Tenderer's Resources		Demonstrated Understanding			Rank
	60%		15%		5%		10%		10%		100%	
	Score 0- 5	Weighted Score	Score 0- 5	Weighted Score	Score 0- 5	Weighted Score	Score 0- 5	Weighted Score	Score 0- 5	Weighted Score	TOTAL	
Stirling Asphalt	4.06	48.69	3.00	9.00	2.00	2.00	2.67	5.33	1.67	3.33	**68.36**	2
Jackson Asphalt	4.02	48.23	0.00	0.00	1.67	1.67	2.33	4.67	0.67	1.33	**55.89**	3
WCP	5.00	60.00	3.50	10.50	3.17	3.17	3.00	6.00	3.17	6.33	**86.00**	1

9.1.3 Award of Tender RFT2627-02 (VP518925) Wheel Loader

Report Date	25 August 2026
Applicant	Shire of Dalwallinu
File Ref	FM/28 – Financial Management - Tendering
Previous Meeting Reference	Nil
Prepared by	Marc Bennett, Manager Works and Services
Supervised by	Jean Knight, Chief Executive Officer
Disclosure of interest	Nil
Voting Requirements	Simple Majority
Attachments	Nil

Purpose of Report
Council is requested to consider the tenders received for RFT2627-02 Wheel Loader.

Background
As per Council's plant replacement program, the Hitachi Wheel Loader (DL9138) is due to be replaced.

At the Ordinary Council Meeting held 28 July 2026, Council resolved the following:
'MOTION 10593

Moved *Cr S Dawson*
Seconded *Cr MM Harms*

That Council:
1. *Authorises the Chief Executive Officer to call for E-Quotes for the Supply and Delivery of a New Wheel Loader;*
2. *Sets the following weighted scoring as follows:*
   - *(a) Warranty period of machine 20%*
   - *(b) Parts Support 20%*
   - *(c) Price 60%*

CARRIED 7/0'

The E-Quote was called on Wednesday 29 July 2026 and closed at 2:00pm Monday 17 August 2026.

Consultation
Chief Executive Officer

Legislative Implications
State
Local Government Act 1995 Section 3.57- Provision of goods and services.
Local Government (Functions and General) Regulations 1996

Policy Implications
Local
Council Policy 3.3 Regional Price Preference
Council Policy 3.5 Purchasing

Financial Implications
An allocation of $360,000 (ex GST) for the new Wheel Loader and $100,000 (ex GST) for the trade in of the Hitachi Loader (DL9138) has been included in the 2026-2027 budget.

The cost for the proposed new Wheel Loader is within budget.

General Function Implications
Nil

Strategic Implications
Nil

Site Inspection
Nil

Sustainability & Climate Change Implications
Economic implications
There are no known significant economic implications associated with this proposal.

Social implications
There are no known significant social implications associated with this proposal.

Environmental implications
There are no known significant environmental implications associated with this proposal.

Officer Comment
E-Quotes closed at 2:00pm, Monday 17 August 2026 and were downloaded from the WALGA E-Quote portal by the Manager Works & Services with the Chief Executive Officer in attendance.

Three (3) quotes were received from:
- WesTrac
- Hitachi Construction Machinery *(non-compliant as loader quoted did not meet specifications)*
- AFGRI Equipment

The tenders were assessed by the Chief Executive Officer, Manager Works & Services and Manager Corporate Services with the following qualitative criteria:

Description	Weighting
Warranty period of machine	20%
Parts Support	20%
Price	60%
Total	100%

QUALITATIVE CRITERIA								
Business Name	**Price**		**Warranty**	**Parts**				**Rank**
	60%		**20%**	**20%**			**100%**	
	Score 0- 5	**Weighted Score**	**Score 0- 5**	**Weighted Score**	**Score 0- 5**	**Weighted Score**	**TOTAL**	
AFGRI	4.27	51.21	3.50	14.00	3.17	12.67	**77.87**	2
Westrac	5.00	60.00	4.17	16.67	2.83	11.33	**88.00**	1

The Evaluation Panel's highest ranked quote was submitted by Westrac with a score of 88.00 The wheel loader that was quoted by Westrac is acceptable to the needs of the Shire.

The breakdown of the price is as follows:

Description	**Cost (ex GST)**
One (1) Cat 950GC Wheel Loader	$333,460.00
Extras:	
Sherpa 4x4 Box Air Compressor	$1,123.91
Advansys Bucket teeth and cutting-edge segments	$3,385.28
Supply Spare Tyre & Rim	$9,617.12
TOTAL:	**$347,586.31**

Officer Recommendation/Council Resolution

<u>MOTION 10608</u>

Moved Cr S Dawson

Seconded Cr MM Harms

That Council:

1. Award RFT2627-02 to Westrac for the purchase of One Caterpillar 950GC Wheel Loader at a cost of $347,586.31 (ex GST);
2. Authorise the Chief Executive Officer to issue a purchase order as per Point 1 above;
3. Authorise the Chief Executive Officer to dispose of the 2017 Hitachi Loader (DL9138) via public auction.

CARRIED 6/0

For: President KL Carter, Deputy MM Harms, Cr JL Counsel, Cr DS Cream, Cr S Dawson, Cr S Hickleton

Against: Nil

9.2 PLANNING & DEVELOPMENT SERVICES

There were Nil reports for Planning & Development Services this month

9.3 CORPORATE SERVICES

9.3.1 Accounts for Payment for July 2026*

Report Date	25 August 2026
Applicant	Shire of Dalwallinu
File Ref	FM/9 Financial Reporting
Previous Meeting Reference	Nil
Prepared by	Christie Andrews, Finance Officer
Supervised by	Hanna Jolly, Manager Corporate Services
Disclosure of interest	Nil
Voting Requirements	Simple Majority
Attachments	Summary of Accounts for Payment

Purpose of Report

Council is requested to consider the acceptance and approval of the Schedule of Accounts for Payment for July 2026.

Background

A list of invoices paid for the month of July 2026 from the Municipal Account to the sum of $1,390,474.95 paid by EFT is attached together with a list of bank fees, payroll, direct debit payments, loan payments and transfer to Term Deposits. These payments total $5,798,435.32. There were no payments from the Trust Account. Total payments from all accounts being $5,798,435.32 have been listed for Council's ratification.

Consultation

In accordance with the requirements of the *Local Government Act 1995* a list of accounts paid, by approval of the Chief Executive Officer under Council's delegated authority, is to be completed for each month showing:

- The payees names
- The amount of the payments
- Sufficient information to identify the payment
- The date of the payment

The attached list meets the requirements of the Financial Regulations,

In addition to the above statutory requirements, Financial Management Regulation Section 13(4) requires 'the total of the other outstanding accounts be calculated and a statement be presented to Council at the next Council meeting'.

Legislative Implications

State
Local Government Act 1995
Local Government (Financial Management) Regulations 1996

Policy Implications

Nil

Financial Implications
Payments are in accordance with the adopted budget for 2026/2027.

General Function Implications
Nil

Strategic Implications
Nil

Site Inspection
Not applicable

Sustainability & Climate Change Implications
Economic implications
There are no known significant economic implications associated with this proposal.

Social implications
There are no known significant social implications associated with this proposal.

Environmental implications
There are no known significant environmental implications associated with this proposal.

Officer Comment
Accounts for Payments are in accordance with the adopted budget for 2026/2027 or authorised by separate resolution.

Officer Recommendation/Council Resolution

<u>MOTION 10609</u>

Moved	Cr JL Counsel
Seconded	Cr DS Cream

That Council, in accordance with the requirements of sections 13(1), 13(3), and 13(4) of the *Local Government (Financial Management) Regulations 1996* a list of payments made in July 2026 under Chief Executive Officer's delegated authority is endorsed in respect to the following bank accounts:

Municipal Fund Account totalling $5,798,435.32 consisting of:

Bank Fees	$1,072.80
EFT Payments (EFT18530-EFT18634)	$1,390,474.95
Bunnings Trade EFT18618 $342.87	
Wex Australia EFT18592 $2,280.32	
EFT Payments (Payroll)	$206,836.65
Direct Debit – Credit Card (DD18905.1)	$6,558.87
Direct Debit – Housing Bond (DD18188.1 & DD18904.1)	$2,160.00
Direct Debit – Superannuation (DD18866.1, DD18884.1 & DD18907.1)	$44,283.78
Direct Debit – Payments to Department of Transport	$138,348.45
Loans 157 & 159 Guarantee Fee	$8,699.82
Transfer to Muni Excess Funds Term Deposit	$4,000,000.00

CARRIED 6/0

For: President KL Carter, Deputy MM Harms, Cr JL Counsel, Cr DS Cream, Cr S Dawson, Cr S Hickleton

Against: Nil

EFT PAYMENTS FOR THE MONTH OF JULY 2026

Chq/EFT	Date	Name	Description	Amount
EFT18530	08/07/2026	KEITH LESLIE CARTER	Member attendance - Q4	2,379.36
EFT18531	08/07/2026	RBC - RURAL	Meterplan charge for photocopiers - Jun 26	930.20
EFT18532	08/07/2026	JASON SIGNMAKERS	Tourist Information Sign for Kalannie CRC	348.30
EFT18533	08/07/2026	AUSTRALIA POST - SHIRE	Postage charges - Jun 26	134.58
EFT18534	08/07/2026	BOC LIMITED	Monthly container rental - Jun 26	39.77
EFT18535	08/07/2026	IT VISION	SynergySoft subscription 2026/27	62,410.90
EFT18536	08/07/2026	TELSTRA	Phone usage to 18/6/26 & service/rental to 8/7/26	289.75
EFT18537	08/07/2026	OFFICEWORKS	Paper	111.95
EFT18538	08/07/2026	SYNERGY	Electricity Usage Mar - Jun 26	789.00
EFT18539	08/07/2026	DALWALLINU NETBALL ASSOCIATION	Return of bonds	490.00
EFT18540	08/07/2026	TEAM GLOBAL EXPRESS PTY LTD	Freight charges - Jun 26	90.07
EFT18541	08/07/2026	THE LIEBE GROUP INC	Return of bonds	730.00
EFT18542	08/07/2026	SHANNON DAWSON	Member attendance - Q4	1,290.00
EFT18543	08/07/2026	WA HINO SALES & SERVICE	Hino Prime Mover	291,127.15
EFT18544	08/07/2026	STEVEN CLIFFORD CARTER	Member attendance - Q4	1,290.00
EFT18545	08/07/2026	ROWDY'S ELECTRICAL	Light globes for Shire Admin	105.60
EFT18546	08/07/2026	THE OLD CONVENT DALWALLINU	Refund of overpayment	29.40
EFT18547	08/07/2026	AFGRI EQUIPMENT AUSTRALIA PTY LTD	Parts for small plant	65.54
EFT18548	08/07/2026	MCLEODS LAWYERS PTY LTD	Legal Advice & action relating to Wubin Sewerage Arrangements	706.64
EFT18549	08/07/2026	DALLCON	Concrete for McNeill St	792.00
EFT18550	26/06/2026	JEMMA LOUISE COUNSEL	Member attendance & travel - Q4	2,308.85
EFT18551	08/07/2026	TOTALLY WORKWEAR JOONDALUP	Uniforms & embroidery for various staff	475.20
EFT18552	08/07/2026	WA CONTRACT RANGER SERVICES PTY LTD	Provision of Ranger Services - Jun 26	1,320.00
EFT18553	08/07/2026	DALWALLINU FOODWORKS	Assorted supplies for Admin, Council and Events - Jun 26	521.80
EFT18554	08/07/2026	DIANE SHIRLEY CREAM	Member attendance - Q4	1,397.00
EFT18555	08/07/2026	RICOH AUSTRALIA PTY LTD (RICOH FINANCE)	Lease on photocopiers to 14/8/26	390.61
EFT18556	08/07/2026	SHANE HICKLETON	Member attendance - Q4	1,290.00
EFT18557	08/07/2026	DOMAIN DIGITAL	IT Charges - Jul 26	4,279.99
EFT18558	08/07/2026	TELAIR PTY LTD	NBN service fee - Jul 26	851.73
EFT18559	08/07/2026	BADIMIA BANDI BARNA ABORIGINAL CORPORATION	Return of bonds	560.00
EFT18560	08/07/2026	SHIRE OF MINGENEW	Velpic on-line platform Jul 25 - Jun 26 & usage Jul 25 - May 26	1,838.15
EFT18561	08/07/2026	MODULARIS PTY LTD	Practical completion & variation payments units 4 & 5, 5 Myers St	86,686.00
EFT18562	08/07/2026	MIDWEST TURF SUPPLIES	Tractor hire - Jul 26	550.00
EFT18563	08/07/2026	MANUELITO TOLENTINO OFIAZA	Return of bonds	280.00
EFT18564	08/07/2026	THE SPECTACLE HUT	Return of bond	210.00
EFT18565	08/07/2026	CORSIGN WA	Dalwallinu Cemetery entry & section signage	385.00
EFT18566	08/07/2026	GAZZ'S MAINTENANCE SERVICES	Contract Townscape Maintenance & Cleaning - Jun 26	2,828.00
EFT18567	08/07/2026	BRADFORD AIR (CP & LM BRADFORD PTY LTD T/AS)	Assorted electrical work - Jul 26	3,341.90
EFT18568	08/07/2026	PAYWISE PTY LTD	Novated Lease Charges pe30/06/26	1,868.70
EFT18569	08/07/2026	BUCHER MUNICIPAL PTY LTD	Steel brushes - DL147	308.37
EFT18570	08/07/2026	DALWALLINU HOTEL MOTEL (AADHYA AUSTRALIA P/L T/AS)	Catering 30/10/25 & 2025 Christmas Party drinks	662.83

Chq/EFT	Date	Name	Description	Amount
EFT18571	08/07/2026	DEPT OF LOCAL GOVERNMENT, INDUSTRY REG. & SAFETY	BSL collected for June 2026	56.65
EFT18572	08/07/2026	INDEPENDENT RURAL PTY LTD	Assorted goods - Jun 26	1,878.06
EFT18573	08/07/2026	AVON VALLEY WINDSCREENS (THE TRUSTEE FOR THE ROBNEWST TRUST	Windscreen replacement DL647	2,637.36
EFT18574	08/07/2026	IAN JEFFREY NICHOLLS	Return of bonds	490.00
EFT18575	08/07/2026	BOEKEMAN MACHINERY	Service DL89	435.38
EFT18576	08/07/2026	WA LOCAL GOVERNMENT ASSOCIATION	EM Training - Cr Dawson	407.00
EFT18577	08/07/2026	LANDGATE	2026/27 Mining & UV Valuation Rolls & interim valuations Jan - May 26	9,343.88
EFT18578	08/07/2026	MELISSA MAE HARMS	Member attendance - Q4	1,395.09
EFT18579	22/07/2026	RBC - RURAL	Meterplan charge for photocopiers - Jul 26	1,108.89
EFT18580	22/07/2026	ALEMLUBE PTY LTD	Services hoists at Depot	1,375.00
EFT18581	22/07/2026	THINKPROJECT AUSTRALIA PTY LTD	RAMM Transport Annual Support & Maintenance Fee 26/27	11,205.91
EFT18582	22/07/2026	H C CONSTRUCTION SERVICES PTY LTD	Civil Engineering Consultant - Jun 26	37,455.00
EFT18583	22/07/2026	DUDAWA HAULAGE PTY LTD	Road base - Jun 26	72,000.00
EFT18584	22/07/2026	AARO GROUP PTY LTD	Sewerage Upgrade	53,342.80
EFT18585	22/07/2026	PERTH BOUNCY CASTLE HIRE	Deposit for Children's Entertainment Street Party - Dec 26	3,754.95
EFT18586	22/07/2026	AQUATIC PROJECTS & RESOURCES PTY LTD	Upgrades at Dalwallinu Aquatic Centre	115,500.00
EFT18587	22/07/2026	PAYWISE PTY LTD	Novated Lease Charges - pe140726	1,868.70
EFT18588	23/07/2026	ONLINE MEDIA	Monthly on-hold messages - Jul 26	77.00
EFT18589	23/07/2026	JOHN R WALLIS ENGINEERING	Submersible pump and fittings	2,061.69
EFT18590	23/07/2026	JASON SIGNMAKERS	Wubin Rock signs	233.49
EFT18591	23/07/2026	WATER CORPORATION	Water Usage May - Jul 26, Water Service Charges Jul - Aug 26	22,396.98
EFT18592	23/07/2026	WEX AUSTRALIA PTY LTD	Fuel - Jun 26	2,280.32
EFT18593	23/07/2026	BRIDGESTONE SERVICE CENTRE DALWALLINU	Tyre repair - DL209	45.00
EFT18594	23/07/2026	AVON WASTE	Waste collections for Jun 26	22,876.29
EFT18595	23/07/2026	TELSTRA	Phone usage charges to 6/7/26, Service charges to 6/8/26	1,785.19
EFT18596	23/07/2026	NUTRIEN AG SOLUTIONS	Chargers and batteries	440.00
EFT18597	23/07/2026	BURGESS RAWSON (WA) PTY LTD	Water usage May - Jul 26	182.23
EFT18598	23/07/2026	WALLIS COMPUTER SOLUTIONS	3CX Phone System for 26/27	4,932.84
EFT18599	23/07/2026	SYNERGY	Electricity Usage Apr - Jul 26	29,814.00
EFT18600	23/07/2026	TEAM GLOBAL EXPRESS PTY LTD	Freight charges Jun - Jul 26	249.22
EFT18601	23/07/2026	ROWDY'S ELECTRICAL	Assorted electrical work - Jul 26	742.50
EFT18602	23/07/2026	SAFEROADS PTY LTD	Annual subscription for 2 VMS trailers - 26/27	1,205.82
EFT18603	23/07/2026	CENTRAL WHEATBELT FOOTBALL LEAGUE	Contribution to Central Wheatbelt Winter Sports Executive Officer 2026	3,000.00
EFT18604	23/07/2026	MARKET CREATIONS AGENCY PTY LTD	Council Connect Hosting & Subscription for 2026-2027	16,214.00
EFT18605	23/07/2026	DALLCON	Stab sand for Leahy Street drainage	627.00
EFT18606	23/07/2026	RIVER ENGINEERING	Stormwater Survey & Geotechnical investigation, civil design for stormwater catchment dam	67,029.60
EFT18607	23/07/2026	IXOM OPERATIONS PTY LTD	Container service fee - Jun 26	81.84
EFT18608	23/07/2026	WA CONTRACT RANGER SERVICES PTY LTD	Provision of Ranger Services - Jul 26	990.00
EFT18609	23/07/2026	BRADYN JOEL WALLIS	Return of bonds	280.00
EFT18610	23/07/2026	WEST COAST STABILISERS	Maintenance Grading - Jun 26	80,965.50
EFT18611	23/07/2026	E FIRE & SAFETY	Fire indicator panel testing at admin building - Jun 26	550.00
EFT18612	23/07/2026	TRACTUS AUSTRALIA	Assorted tyre repairs - Jul 26	170.00
EFT18613	23/07/2026	DOMAIN DIGITAL	Security Awareness Training for June 2026 & set up	256.30

Chq/EFT	Date	Name	Description	Amount
EFT18614	23/07/2026	DEPT OF FIRE & EMERGENCY SERVICES DBA ALARM MONITORING	Direct Brigade Fire Alarm Monitoring, Annual fee for 26/27	1,881.00
EFT18615	23/07/2026	COMMERCIAL LOCKSMITHS PTY LTD	Annual Salto service including parts	2,143.50
EFT18616	23/07/2026	HARRY'S BUILDING & MAINTENANCE	Mini Digger hire - Jul 26	285.00
EFT18617	23/07/2026	THREE SONS PTY LTD	Provision of GP Services & cleaning contribution Jul - 30 Sep 26	74,604.33
EFT18618	23/07/2026	BUNNINGS TRADE	Assorted cleaning/building maintenance items	342.87
EFT18619	23/07/2026	RURAL INFRASTRUCTURE SERVICES	RRG Moora Subgroup administration services 25/26	2,728.80
EFT18620	23/07/2026	JLT RISK SOLUTIONS PTY LTD	Insurance renewals for 26/27	346.50
EFT18621	23/07/2026	CASTLE CARETECH PTY LTD	Annual Alarm Monitoring for Rec Ctr 26/27	1,184.04
EFT18622	23/07/2026	CHG-MERIDIAN AUSTRALIA PTY LIMITED	Matrix Gym equipment to 30/9/26	2,585.25
EFT18623	23/07/2026	MAGIQ SOFTWARE LIMITED	Magiq ERP System implementation milestone 2 payment	77,000.00
EFT18624	23/07/2026	LOCAL GOVERNMENT PROFESSIONALS AUSTRALIA WA	2026-2027 Corporate memberships	3,200.00
EFT18625	23/07/2026	LANDGATE	Interim valuation charges to 5/6/26	186.51
EFT18626	23/07/2026	DEPARTMENT OF PREMIER AND CABINET	Gazettal Notice of Bush Fire Control Officers - October 2025	95.94
EFT18627	23/07/2026	DALWALLINU COMMUNITY RESOURCE CENTRE	DDC cover - Jun 26 & Community Grant scheme - portable air con & shelving	1,964.78
EFT18628	28/07/2026	THE PAPER COMPANY OF AUSTRALIA	Paper	310.75
EFT18629	28/07/2026	SYNERGY	Electricity usage May - Jul 26	372.64
EFT18630	28/07/2026	LGIS WA	Insurance for 2026/27	169,778.25
EFT18631	28/07/2026	ARRO ENTERPRISES PTY LTD	Flat bar steel - sundry plant	40.70
EFT18632	28/07/2026	MIDWEST TURF SUPPLIES	EZ decoder and joiners	575.70
EFT18633	28/07/2026	LOCAL GOVERNMENT PROFESSIONALS AUSTRALIA WA	2026-2027 LG Professionals Membership	560.00
EFT18634	28/07/2026	DALWALLINU COMMUNITY RESOURCE CENTRE	Community Grant scheme - portable air con & shelving for Op Shop	42.57
				1,390,474.95

UNCONFIRMED

DIRECT DEBITS FOR THE MONTH OF JULY 2026

Chq/EFT	Date	Name	Description	Amount
DD18866.1	02/07/2026	PRECISION ADMINISTRATION SERVICES PTY LTD	Super contributions pe300626	13,962.32
DD18881.1	10/07/2026	BOND ADMINISTRATOR	Bond lodgement - 68B Annetts Rd	1,160.00
DD18884.1	16/07/2026	PRECISION ADMINISTRATION SERVICES PTY LTD	Super contributions pe140726	15,295.02
DD18904.1	28/07/2026	BOND ADMINISTRATOR	Bond Lodgement U1/27 McNeill St	1,000.00
DD18907.1	30/07/2026	PRECISION ADMINISTRATION SERVICES PTY LTD	Super contributions pe280726	15,026.44
				46,443.78

CREDIT CARD PAYMENTS FOR THE MONTH OF JULY 2026

Chq/EFT	Date	User	Name	Description	Amount
DD18905.1	24/06/2026	Hanna Jolly	Geralton Mowers	Parts for brush cutters	475.00
	22/07/2026	Jean Knight	Aussie Candle Supplies	Candle making supplies for LGIS board visit	75.33
	22/07/2026	Jean Knight	Aussie Broadband	Monthly charge for internet at Dalwallinu Rec Centre	95.00
	22/07/2026	Jean Knight	Amazon	Inflatable man & blower for vermin control	647.04
	22/07/2026	Hanna Jolly	NNT Uniforms	Blazers for Councillors	854.75
	20/07/2026	Hanna Jolly	Starlink	Monthly charge for Starlink satellite Wi-Fi	30.00
	17/07/2026	Jean Knight	Event & Conference Co Pty Ltd	Waste Management Conference attendance for MPDS	649.60
	17/07/2026	Jean Knight	Survey Monkey	Annual subscription for 2026/2027	425.45
	07/07/2026	Jean Knight	Benara Nurseries	Shrubs for Discovery Centre gardens	395.82
	06/07/2026	Jean Knight	7 Eleven	Fuel for DL 2	71.18
	06/07/2026	Jean Knight	WA Newspapers Pty Ltd	Monthly charge for on-line newspapers	32.00
	06/07/2026	Hanna Jolly	ChargeFox	Monthly EV Station management fee	79.86
	02/07/2026	Hanna Jolly	Duff Consulting	Chainsaw and chemical training for works staff	2247.00
	30/06/2026	Hanna Jolly	Shire of Dalwallinu	Registration & plate change for DL9346	145.05
	29/06/2026	Hanna Jolly	State Law Publisher	Advertising in Government Gazette for S55 Health Act	335.79
					6,558.87

CHARGE CARDS PAYMENTS FOR THE MONTH OF JULY 2026

Chq/EFT	Card Name	Card Type	Date	User	Description	Amount
EFT18592	Wex Australia Pty Ltd	Fuel Card	11/06/2026	Jean Knight	Fuel for DL 2 (CEO)	136.76
			19/06/2026	Jean Knight	Fuel for DL 2 (CEO)	136.40
			29/05/2026	Olufemi Onikola	Fuel for DL 89 (Doctor)	53.66
			01/06/2026	Olufemi Onikola	Fuel for DL 89 (Doctor)	51.14
			06/06/2026	Olufemi Onikola	Fuel for DL 89 (Doctor)	98.69
			12/06/2026	Olufemi Onikola	Fuel for DL 89 (Doctor)	78.75
			14/06/2026	Olufemi Onikola	Fuel for DL 89 (Doctor)	48.56
			21/06/2026	Olufemi Onikola	Fuel for DL 89 (Doctor)	81.41
			26/06/2026	Olufemi Onikola	Fuel for DL 89 (Doctor)	49.41
			29/06/2026	Olufemi Onikola	Fuel for DL 89 (Doctor)	49.73
			30/06/2026	Hanna Jolly	Fuel for DL 131 (MCS)	70.15
			01/06/2026	Hanna Jolly	Fuel for DL 131 (MCS)	75.84
			05/06/2026	Hanna Jolly	Fuel for DL 131 (MCS)	80.25
			17/06/2026	Hanna Jolly	Fuel for DL 131 (MCS)	98.12
			21/06/2026	Hanna Jolly	Fuel for DL 131 (MCS)	61.55
			26/06/2026	Hanna Jolly	Fuel for DL 131 (MCS)	62.11
			30/06/2026	Hanna Jolly	Replacement card	8.00
			26/06/2026	Rodney Broad	Fuel for DL 281 (WS)	201.37
			12/06/2026	Douglas Burke	Fuel for DL 492 (MPDS)	85.96
			28/06/2026	Douglas Burke	Fuel for DL 492 (MPDS)	41.30
			05/06/2026	Damien Thorpe	Fuel for DL 102 (Cleaner)	53.74
			12/06/2026	Damien Thorpe	Fuel for DL 102 (Cleaner)	38.08
			26/06/2026	Damien Thorpe	Fuel for DL 102 (Cleaner)	54.44
			04/06/2026	David Hughes	Fuel for sundry plant	132.43
			10/06/2026	David Hughes	Fuel for DL 515	107.00
			11/06/2026	David Hughes	Fuel for sundry plant	107.69
			23/06/2026	David Hughes	Fuel for sundry plant	101.97
			24/06/2026	David Hughes	Fuel for DL134	69.01
			26/06/2026	David Hughes	Fuel for sundry plant	46.80
EFT18618	Bunnings Trade	Store Card	01/06/2026	Sheree Sundstrom	Assorted items for bathroom renovations 7 South Street	149.27
			17/06/2026	Sheree Sundstrom	Exhaust fan for 4 Dowie Street	43.44
			17/06/2026	Sheree Sundstrom	Fluro tube & silicone for Admin Building	150.16
						2623.19

Shire of Dalwallinu Municipal Account

Payroll
July 2026

02/07/2026	Payroll fortnight ending 02/07/2026	$	66,202.75
16/07/2026	Payroll fortnight ending 16/07/2026	$	70,057.27
30/07/2026	Payroll fortnight ending 30/07/2026	$	70,576.63
	TOTAL	$	206,836.65

Bank Fees
July 2026

15/07/2026	Bpay Transaction Fee (Muni)	$	79.20
02/07/2026	CBA Merchant Fee (Muni)	$	804.80
15/07/2026	CBA Transfer Fees	$	41.80
15/07/2026	CBA Account Service Fee	$	57.00
24/07/2026	Audit Certificate Fee	$	90.00
	TOTAL	$	1,072.80

Direct Debit Payments
July 2026

	Superannuation Payments (Pay endings 2/7/2026, 16/07/2026 & 31/07/2026)	$	44,283.78
27/07/2026	Credit Card Payments	$	6,558.87
10 & 28/07/2026	Bond Administrator - Housing Bonds	$	2,160.00
23/07/2026	Government Guarantee Fee - loans 157 (DDC) & 159 (Rec Centre)	$	8,699.82
02/07/2025	Transfer to Muni Excess Funds Term Deposit	$	4,000,000.00
1-31/07/2026	Payments to Department of Transport Licensing	$	138,348.45
	TOTAL	$	4,200,050.92

CommonwealthBank
Commonwealth Bank of Australia
ABN 48 123 123 124 AFSL and
Australian credit licence 234945

Consolidated Statement
Corporate Charge Card

053

SHIRE OF DALWALLINU
PO BOX 141
DALWALLINU WA 6609

SHIRE OF DALWALLINU

Facility number	XXXX XXXX XXXX XXXX
Statement period	26 Jun 2026 - 24 Jul 2026
Next statement end date	26 Aug 2026

ENQUIRIES 13 1576
24 hours a day, 7 days a week

Account summary

Facility credit limit	$20,000.00
Total number of accounts	2
Accounts active this period	2

Your payment

Your AutoPay amount of $6,558.87 will be deducted from your account xxxxxx-xxxxxxxx on 27 Jul 2026.

Transactions

Date	Transaction details		Total Amount ($)
24 Jul	AUTO PAYMENT - THANK YOU		6,558.87-
	Interest on purchases	17.990%	0.00
	Interest on cash advances	17.990%	0.00

Account details $6,558.87

Cardholder Name	Account Number	Credit Limit ($)	Balance ($)
JOLLY,HANNA	xxxx xxxx xxxx xxx	5,000.00	4,262.45
KNIGHT,JEAN	xxxx xxxx xxxx xxxx	15,000.00	2,296.42

------ End of statement ------

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9.3.2 Monthly Financial Statements for July 2026*

Report Date	25 August 2026
Applicant	Shire of Dalwallinu
File Ref	FM/9 Financial Reporting
Previous Meeting Reference	Nil
Prepared by	Hanna Jolly, Manager Corporate Services
Supervised by	Jean Knight, Chief Executive Officer
Disclosure of interest	Nil
Voting Requirements	Simple Majority
Attachments	Monthly Statements of Financial Activity, Variance Report, Investments Held and Bank Reconciliations

Purpose of Report
Council is requested to receive and accept the Financial Reports for the month end 31 July 2026.

Background
There is a statutory requirement that Financial Reports be recorded in the Minutes of the meeting to which they are presented. The Financial Reports, as circulated, give an overview of the current financial position of the Shire and the status of capital income and expenditure.

Consultation
Nil

Legislative Implications
<u>*State*</u>
Local Government Act 1995
Local Government (Financial Management) Regulations 1996 s34(1), s19(1)(2) and s34(2)

Policy Implications
Nil

Financial Implications
Nil

General Function Implications
Nil

Strategic Implications
Nil

Site Inspection
Site inspection undertaken: Not applicable

Sustainability & Climate Change Implications
<u>*Economic implications*</u>
There are no known significant economic implications associated with this proposal.

Social implications
There are no known significant social implications associated with this proposal.

Environmental implications
There are no known significant environmental implications associated with this proposal.

Officer Comment
Financial Reports as at last day of business of the previous month are appended, for the period ending 31 July 2026. It is to be noted that the opening balances in these financial statements are not finalised as further adjustments for 2025-2026 may be required for yearend accruals.

Attached for council's consideration are:
1. Statement of Financial Activity
2. Variance Reports
3. Investments Held
4. Bank Reconciliations

As per Council resolution, all items that have a variance of more than $10,000 have been noted on the variance reports.

Officer Recommendation/Council Resolution

MOTION 10610
Moved Cr MM Harms
Seconded Cr S Dawson

That the Council accept the Financial Reports as submitted for the month ending 31 July 2026.

CARRIED 6/0

For: President KL Carter, Deputy MM Harms, Cr JL Counsel, Cr DS Cream, Cr S Dawson, Cr S Hickleton
Against: Nil

SHIRE OF DALWALLINU

MONTHLY FINANCIAL REPORT

(Containing the required statement of financial activity and statement of financial position)

For the period ended 31 July 2026

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

TABLE OF CONTENTS

Statements required by regulation

SHIRE OF DALWALLINU
STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 JULY 2026

	Supplementary Information	Amended Budget Estimates (a)	YTD Budget Estimates (b)	YTD Actual (c)	Variance* $ (c) - (b)	Variance* % ((c) - (b))/(b)	Var.
		$	$	$	$	%	
OPERATING ACTIVITIES							
Revenue from operating activities							
General rates	10	3,968,371	3,968,371	**4,128,447**	160,076	4.03%	▲
Rates excluding general rates		53,819	53,819	**53,834**	15	0.03%	
Grants, subsidies and contributions	14	1,478,979	507,071	**507,758**	687	0.14%	
Fees and charges		1,493,995	791,633	**795,502**	3,869	0.49%	
Interest revenue		409,633	13,053	**19,072**	6,019	46.11%	▲
Other revenue		100	8	**0**	(8)	(100.00%)	▼
Profit on asset disposals	6	169,426	0	**0**	0	0.00%	
		7,574,323	**5,333,955**	**5,504,613**	170,658	3.20%	
Expenditure from operating activities							
Employee costs		(3,130,260)	(254,074)	**(180,806)**	73,268	28.84%	▼
Materials and contracts		(3,631,213)	(301,300)	**(495,216)**	(193,916)	(64.36%)	▲
Utility charges		(502,308)	(474)	**(23,440)**	(22,966)	(4845.15%)	▲
Depreciation		(5,912,912)	(493,970)	**(324)**	493,646	99.93%	▼
Finance costs		(91,274)	(55)	**(26)**	29	52.73%	▼
Insurance		(224,689)	(111,453)	**(150,260)**	(38,807)	(34.82%)	▲
Other expenditure		(170,011)	(7,013)	**(3,777)**	3,236	46.14%	▼
Loss on asset disposals	6	(335,803)	0	**0**	0	0.00%	
		(13,998,470)	**(1,168,339)**	**(853,849)**	314,490	26.92%	
Non-cash amounts excluded from operating activities	Note 2(b)	6,071,843	486,524	**324**	(486,200)	(99.93%)	▼
Amount attributable to operating activities		**(352,304)**	**4,652,140**	**4,651,088**	(1,052)	(0.02%)	
INVESTING ACTIVITIES							
Inflows from investing activities							
Proceeds from capital grants, subsidies and contributions	15	4,819,965	220,449	**41,800**	(178,649)	(81.04%)	▼
Proceeds from disposal of assets	6	701,181	0	**0**	0	0.00%	
		5,521,146	**220,449**	**41,800**	(178,649)	(81.04%)	
Outflows from investing activities							
Payments for property, plant and equipment	5	(2,156,637)	(94,108)	**(43,302)**	50,806	53.99%	▼
Payments for construction of infrastructure	5	(6,274,778)	(464,502)	**(142,940)**	321,562	69.23%	▼
Amount attributable to investing activities		**(2,910,269)**	**(338,161)**	**(144,442)**	193,719	57.29%	
FINANCING ACTIVITIES							
Inflows from financing activities							
Transfer from reserves	4	1,033,373	0	**0**	0	0.00%	
		1,033,373	**0**	**0**	0	0.00%	
Outflows from financing activities							
Repayment of borrowings	11	(136,810)	0	**0**	0	0.00%	
Payments for principal portion of lease liabilities	12	(13,185)	(13,185)	**(324)**	12,861	97.54%	▲
Transfer to reserves	4	(2,367,020)	0	**0**	0	0.00%	
		(2,517,015)	**(13,185)**	**(324)**	12,861	97.54%	
Amount attributable to financing activities		**(1,483,642)**	**(13,185)**	**(324)**	12,861	97.54%	
MOVEMENT IN SURPLUS OR DEFICIT							
Surplus or deficit at the start of the financial year		4,746,215	4,746,215	**4,819,240**	73,025	1.54%	▲
Amount attributable to operating activities		(352,304)	4,652,140	**4,651,088**	(1,052)	(0.02%)	
Amount attributable to investing activities		(2,910,269)	(338,161)	**(144,442)**	193,719	57.29%	▼
Amount attributable to financing activities		(1,483,642)	(13,185)	**(324)**	12,861	97.54%	▼
Surplus or deficit after imposition of general rates		**0**	**9,047,009**	**9,325,563**	278,554	3.08%	▲

KEY INFORMATION

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

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

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

SHIRE OF DALWALLINU
STATEMENT OF FINANCIAL POSITION
FOR THE PERIOD ENDED 31 JULY 2026

	Supplementary Information	30 June 2026	31 July 2026
		$	$
CURRENT ASSETS			
Cash and cash equivalents	3	13,007,005	11,641,320
Trade and other receivables		182,889	5,673,251
Inventories	8	24,027	16,670
TOTAL CURRENT ASSETS		13,213,921	17,331,241
NON-CURRENT ASSETS			
Trade and other receivables		3,974	3,974
Investment in associate	16	139,334	139,334
Property, plant and equipment		38,963,596	39,006,898
Infrastructure		275,165,824	275,308,764
Right-of-use assets		14,802	14,479
TOTAL NON-CURRENT ASSETS		314,287,530	314,473,449
TOTAL ASSETS		327,501,451	331,804,690
CURRENT LIABILITIES			
Trade and other payables	9	1,056,466	467,627
Other liabilities	13	98,300	298,142
Lease liabilities	12	(16)	(344)
Borrowings	11	136,810	136,810
Employee related provisions	13	431,523	431,523
TOTAL CURRENT LIABILITIES		1,723,083	1,333,758
NON-CURRENT LIABILITIES			
Lease liabilities	12	15,991	15,991
Borrowings	11	2,335,774	2,335,774
Employee related provisions		63,259	63,259
Other provisions		173,293	173,293
TOTAL NON-CURRENT LIABILITIES		2,588,317	2,588,317
TOTAL LIABILITIES		4,311,400	3,922,075
NET ASSETS		**323,190,051**	**327,882,615**
EQUITY			
Retained surplus		66,684,021	71,376,585
Reserve accounts	4	7,055,218	7,055,218
Revaluation surplus		249,450,812	249,450,812
TOTAL EQUITY		**323,190,051**	**327,882,615**

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

1 BASIS OF PREPARATION AND SIGNIFICANT ACCOUNTING POLICIES

BASIS OF PREPARATION

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

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

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

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

Accounting policies which have been adopted in the preparation of this financial report have been consistently applied unless stated otherwise. Except for cash flow and rate setting information, the financial report has been prepared on the accrual basis and is based on historical costs, modified, where applicable, by the measurement at fair value of selected non-current assets, financial assets and liabilities.

THE LOCAL GOVERNMENT REPORTING ENTITY
All funds through which the Shire controls resources to carry on its functions have been included in the financial statements forming part of this financial report.

All monies held in the Trust Fund are excluded from the financial statements.

Judgements and estimates
The preparation of a financial report in conformity with Australian Accounting Standards requires management to make judgements, estimates and assumptions that effect the application of policies and reported amounts of assets and liabilities, income and expenses.

The estimates and associated assumptions are based on historical experience and various other factors believed to be reasonable under the circumstances; the results of which form the basis of making the judgements about carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates.

The balances, transactions and disclosures impacted by accounting estimates are as follows:
• estimated fair value of certain financial assets
• impairment of financial assets
• estimation of fair values of land and buildings, infrastructure and investment property
• estimation uncertainties made in relation to lease accounting
• estimated useful life of intangible assets

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

PREPARATION TIMING AND REVIEW
Date prepared: All known transactions up to 11 August 2026

2 STATEMENT OF FINANCIAL ACTIVITY INFORMATION

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

	Supplementary Information	Amended Budget Opening 30 June 2026	Last Year Closing 30 June 2026	Year to Date 31 July 2026
Current assets		$	$	$
Cash and cash equivalents	3	7,076,174	13,007,005	11,641,320
Trade and other receivables		430,352	182,889	5,673,251
Inventories	8	16,923	24,027	16,670
		7,523,449	13,213,921	17,331,241
Less: current liabilities				
Trade and other payables	9	(382,502)	(1,056,466)	(467,627)
Other liabilities	13	(29,293)	(98,300)	(298,142)
Lease liabilities	12	(12,619)	16	344
Borrowings	11	(136,810)	(136,810)	(136,810)
Employee related provisions	13	(433,815)	(431,523)	(431,523)
		(995,039)	(1,723,083)	(1,333,758)
Net current assets		**6,528,410**	**11,490,838**	**15,997,483**
Less: Total adjustments to net current assets	Note 2(c)	(6,816,019)	(6,671,598)	(6,671,920)
Closing funding surplus / (deficit)		**(287,609)**	**4,819,240**	**9,325,563**

(b) Non-cash amounts excluded from operating activities

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

Non-cash amounts excluded from operating activities		Amended Budget	YTD Budget (a)	YTD Actual (b)
		$	$	$
Adjustments to operating activities				
Less: Profit on asset disposals	6	(169,426)	0	0
Add: Loss on asset disposals	6	335,803	0	0
Add: Depreciation		5,912,912	493,970	324
Movement in current employee provisions associated with restricted cash		(7,446)	(7,446)	0
Total non-cash amounts excluded from operating activities		**6,071,843**	**486,524**	**324**

(c) Current assets and liabilities excluded from budgeted deficiency

The following current assets and liabilities have been excluded from the net current assets used in the Statement of Financial Activity in accordance with *Financial Management Regulation 32* to agree to the surplus/(deficit) after imposition of general rates.		Amended Budget Opening 30 June 2026	Last Year Closing 30 June 2026	Year to Date 31 July 2026
		$	$	$
Adjustments to net current assets				
Less: Reserve accounts	4	(7,055,218)	(7,055,218)	(7,055,218)
Add: Current liabilities not expected to be cleared at the end of the year:				
- Current portion of borrowings	11	0	136,810	136,810
- Current portion of lease liabilities	12	0	(16)	(344)
- Current portion of other provisions held in reserve		238,262	246,826	246,832
- Current portion of user defined		937		
Total adjustments to net current assets	Note 2(a)	**(6,816,019)**	**(6,671,598)**	**(6,671,920)**

CURRENT AND NON-CURRENT CLASSIFICATION
In the determination of whether an asset or liability is current or non-current, consideration is given to the time when each asset or liability is expected to be settled. Unless otherwise stated assets or liabilities are classified as current if expected to be settled within the next 12 months, being the Council's operational cycle.

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 2026-27 year is $10,000 or 10.00% whichever is the greater.

Description	Var. $	Var. %	
	$	%	
Revenue from operating activities			
General rates	160,076	4.03%	▲
Rates are not due until 4 September and discount yet to be applied		Timing	
Interest revenue	6,019	46.11%	▲
Investment intrest higher than anticipated		Timing	
Other revenue	(8)	(100.00%)	▼
Various small variances		Timing	
Expenditure from operating activities			
Employee costs	73,268	28.84%	▼
Employee expenses less than budgeted - timing		Timing	
Materials and contracts	(193,916)	(64.36%)	▲
Timing variance		Timing	
Utility charges	(22,966)	(4845.15%)	▲
Timing variance		Timing	
Depreciation	493,646	99.93%	▼
Depreciation not processed for July 2026		Timing	
Finance costs	29	52.73%	▼
Timing variance		Timing	
Insurance	(38,807)	(34.82%)	▲
Timing variance		Timing	
Other expenditure	3,236	46.14%	▼
Various small variances		Timing	
Non-cash amounts excluded from operating activities	(486,200)	(99.93%)	▼
Depreciation not processed for July 2026		Timing	
Inflows from investing activities			
Proceeds from capital grants, subsidies and contributions	(178,649)	(81.04%)	▼
Timing variance		Timing	
Outflows from investing activities			
Payments for property, plant and equipment	50,806	53.99%	▼
Timing variances - see note 5 for details		Timing	
Payments for construction of infrastructure	321,562	69.23%	▼
Timing variances - see note 5 for details		Timing	
Outflows from financing activities			
Payments for principal portion of lease liabilities	12,861	97.54%	▲
Timing variance		Timing	
Surplus or deficit at the start of the financial year	73,025	1.54%	▲
Financials statement yet to be audited and accrual journals still to be done		Timing	
Surplus or deficit after imposition of general rates	278,554	3.08%	▲
Due to variances described above			

SHIRE OF DALWALLINU

SUPPLEMENTARY INFORMATION

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SHIRE OF DALWALLINU
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 JULY 2026

1 KEY INFORMATION

Funding Surplus or Deficit Components

Funding surplus / (deficit)

	Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. $ (b)-(a)
Opening	$4.75 M	$4.75 M	$4.82 M	$0.07 M
Closing	$0.00 M	$9.05 M	$9.33 M	$0.28 M

Refer to Statement of Financial Activity

Cash and cash equivalents

	$11.64 M	% of total
Unrestricted Cash	$4.59 M	39.4%
Restricted Cash	$7.06 M	60.6%

Refer to 3 - Cash and Financial Assets

Payables

	$0.47 M	% Outstanding
Trade Payables	$0.41 M	
0 to 30 Days		94.5%
Over 30 Days		5.5%
Over 90 Days		0.0%

Refer to 9 - Payables

Receivables

	$0.83 M	% Collected
Rates Receivable	$4.84 M	4.0%
Trade Receivable	$0.83 M	% Outstanding
Over 30 Days		0.1%
Over 90 Days		0.1%

Refer to 7 - Receivables

Key Operating Activities

Amount attributable to operating activities

Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. $ (b)-(a)
($0.35 M)	$4.65 M	$4.65 M	($0.00 M)

Refer to Statement of Financial Activity

Rates Revenue

		% Variance
YTD Actual	$4.13 M	
YTD Budget	$3.97 M	4.0%

Refer to 10 - Rate Revenue

Grants and Contributions

		% Variance
YTD Actual	$0.51 M	
YTD Budget	$0.51 M	0.1%

Refer to 14 - Grants and Contributions

Fees and Charges

		% Variance
YTD Actual	$0.80 M	
YTD Budget	$0.79 M	0.5%

Refer to Statement of Financial Activity

Key Investing Activities

Amount attributable to investing activities

Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. $ (b)-(a)
($2.91 M)	($0.34 M)	($0.14 M)	$0.19 M

Refer to Statement of Financial Activity

Proceeds on sale

		%
YTD Actual	$0.00 M	
Amended Budget	$0.70 M	(100.0%)

Refer to 6 - Disposal of Assets

Asset Acquisition

		% Spent
YTD Actual	$0.14 M	
Amended Budget	$6.27 M	(97.7%)

Refer to 5 - Capital Acquisitions

Capital Grants

		% Received
YTD Actual	$0.04 M	
Amended Budget	$4.82 M	(99.1%)

Refer to 5 - Capital Acquisitions

Key Financing Activities

Amount attributable to financing activities

Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. $ (b)-(a)
($1.48 M)	($0.01 M)	($0.00 M)	$0.01 M

Refer to Statement of Financial Activity

Borrowings

Principal repayments	$0.00 M
Interest expense	$0.00 M
Principal due	$2.47 M

Refer to 11 - Borrowings

Reserves

Reserves balance	$7.06 M
Interest earned	$0.00 M

Refer to 4 - Cash Reserves

Lease Liability

Principal repayments	($0.00 M)
Interest expense	($0.00 M)
Principal due	$0.02 M

Refer to Note 12 - Lease Liabilites

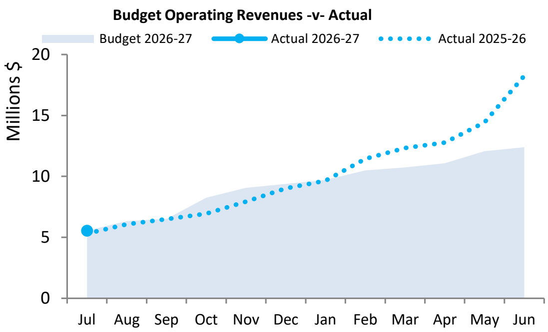
This information is to be read in conjunction with the accompanying Financial Statements and notes.

SHIRE OF DALWALLINU
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 JULY 2026

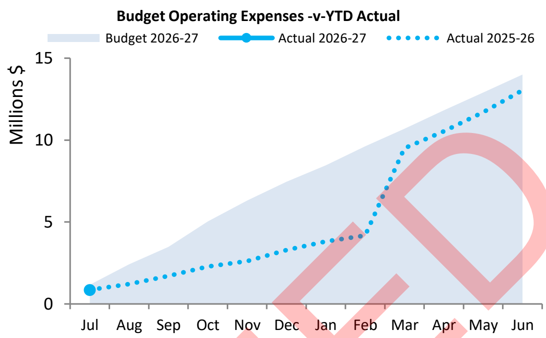
2 KEY INFORMATION - GRAPHICAL

OPERATING ACTIVITIES

OPERATING REVENUE

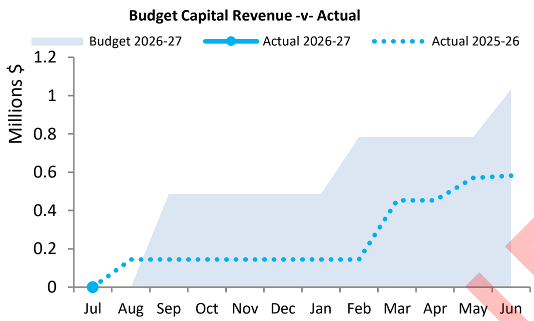


OPERATING EXPENSES

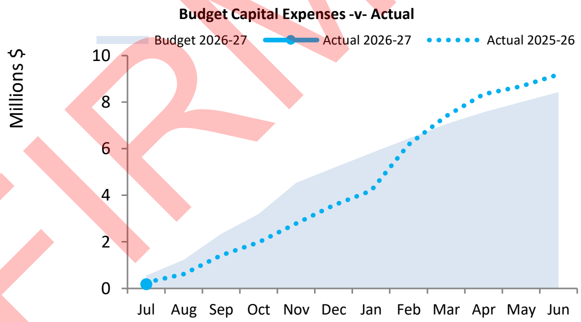


INVESTING ACTIVITIES

CAPITAL REVENUE

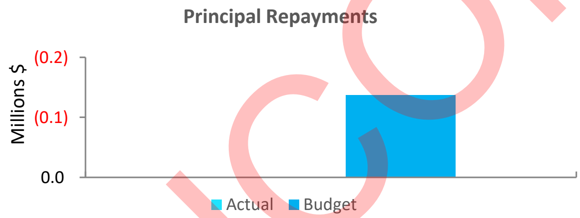


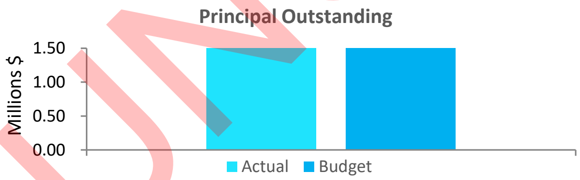
CAPITAL EXPENSES



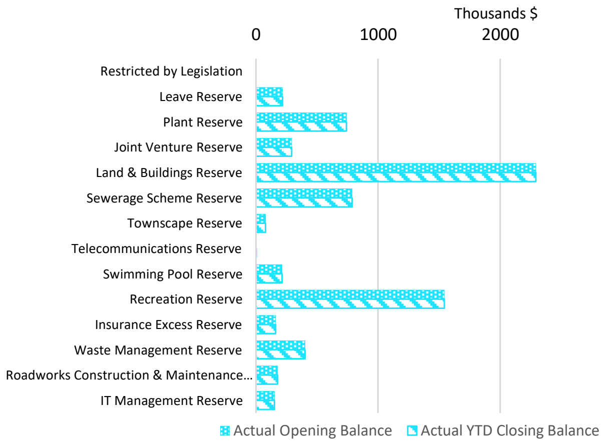
FINANCING ACTIVITIES

BORROWINGS

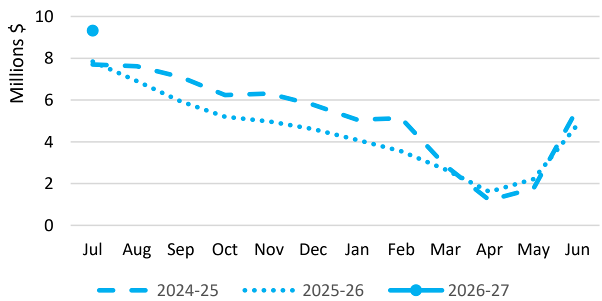




RESERVES



Closing funding surplus / (deficit)



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

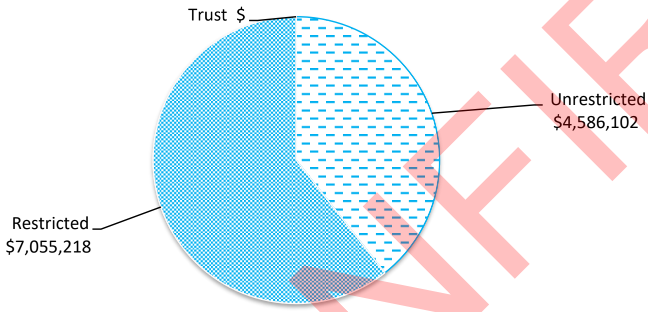
3 CASH AND FINANCIAL ASSETS

Description	Classification	Unrestricted	Restricted	Total Cash	Trust	Institution	Interest Rate	Maturity Date
		$	$	$	$			
Business Online Saver	Cash and cash equivalents	975		975		Bank	3.60%	At call
Municipal Account	Cash and cash equivalents	584,876		584,876		Bank	3.75%	At call
Term Deposit - Reserves	Cash and cash equivalents	0	7,055,218	7,055,218		Bank	4.84%	3/08/2026
Term Deposit - Municipal Exce	Cash and cash equivalents	4,000,000		4,000,000		Bank	4.57%	3/08/2026
Floats Held	Cash and cash equivalents	250		250		Shire float	0.00%	At call
Total		**4,586,102**	**7,055,218**	**11,641,320**	**0**			
Comprising								
Cash and cash equivalents		4,586,102	7,055,218	11,641,320	0			
		4,586,102	**7,055,218**	**11,641,320**	**0**			

KEY INFORMATION
Cash and cash equivalents include cash on hand, cash at bank, deposits available on demand with banks and other short term highly liquid investments with original maturities of three months or less that are readily convertible to known amounts of cash and which are subject to an insignificant risk of changes in value. Bank overdrafts are reported as short term borrowings in current liabilities in the statement of net current assets.

The local government classifies financial assets at amortised cost if both of the following criteria are met:
- the asset is held within a business model whose objective is to collect the contractual cashflows, and
- the contractual terms give rise to cash flows that are solely payments of principal and interest.

Financial assets at amortised cost held with registered financial institutions are listed in this note other financial assets at amortised cost are provided in Note 4 - Other a



4 RESERVE ACCOUNTS

Reserve name	Budget Opening Balance	Budget Interest Earned	Budget Transfers In (+)	Budget Transfers Out (-)	Budget Closing Balance	Actual Opening Balance	Actual Interest Earned	Actual Transfers In (+)	Actual Transfers Out (-)	Actual YTD Closing Balance
	$	$	$	$	$	$	$	$	$	$
Restricted by Legislation										
Leave Reserve	216,877	7,591	25,000	(11,206)	238,262	216,877	0	0	0	216,878
Plant Reserve	741,163	25,941	150,000	(250,000)	667,104	741,163	0	0	0	741,163
Joint Venture Reserve	292,920	10,252	21,320	0	324,492	292,920	0	0	0	292,920
Land & Buildings Reserve	2,291,843	80,216	1,245,209	(296,218)	3,321,050	2,291,843	0	0	0	2,291,842
Sewerage Scheme Reserve	786,696	27,534	283,051	0	1,097,281	786,696	0	0	0	786,695
Townscape Reserve	77,683	2,719	0	0	80,402	77,683	0	0	0	77,683
Telecommunications Reserve	577	20	0	0	597	577	0	0	0	577
Swimming Pool Reserve	214,554	7,509	50,000	(147,433)	124,630	214,554	0	0	0	214,554
Recreation Reserve	1,542,826	53,999	245,506	(205,050)	1,637,281	1,542,826	0	0	0	1,542,827
Insurance Excess Reserve	160,935	5,633	0	0	166,568	160,935	0	0	0	160,936
Waste Management Reserve	400,766	14,027	50,000	0	464,793	400,766	0	0	0	400,766
Roadworks Construction & Main	177,529	6,214	50,000	(53,466)	180,277	177,529	0	0	0	177,529
IT Management Reserve	150,849	5,279	0	(70,000)	86,128	150,849	0	0	0	150,849
	7,055,218	**246,934**	**2,120,086**	**(1,033,373)**	**8,388,865**	**7,055,218**	**0**	**0**	**0**	**7,055,218**

5 CAPITAL ACQUISITIONS

Capital acquisitions	Amended Budget	YTD Budget	YTD Actual	YTD Actual Variance
	$	$	$	$
Buildings - non-specialised	1,370,640	94,108	6,093	(88,015)
Plant and equipment	785,997	0	37,208	37,208
Acquisition of property, plant and equipment	**2,156,637**	**94,108**	**43,302**	**(50,806)**
Infrastructure - roads	5,165,743	306,407	10,770	(295,637)
Infrastructure - Other	930,103	143,185	132,170	(11,015)
Infrastructure - Footpaths	178,932	14,910	0	(14,910)
Acquisition of infrastructure	**6,274,778**	**464,502**	**142,940**	**(423,175)**
Total capital acquisitions	**8,431,415**	**558,610**	**186,242**	**(473,981)**
Capital Acquisitions Funded By:				
Capital grants and contributions	4,819,965	220,449	41,800	(178,649)
Other (disposals & C/Fwd)	701,181	0	0	0
Reserve accounts				
Plant Reserve	250,000	0	0	0
Land & Buildings Reserve	296,218	0	0	0
Swimming Pool Reserve	147,433	0	0	0
Recreation Reserve	205,050	0	0	0
Roadworks Construction & Maintenance Reserve	53,466	0	0	0
IT Management Reserve	70,000		0	0
Contribution - operations	1,888,102	998,159	144,442	(853,717)
Capital funding total	**8,431,415**	**1,218,608**	**186,242**	**(1,032,366)**

SIGNIFICANT ACCOUNTING POLICIES

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

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

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

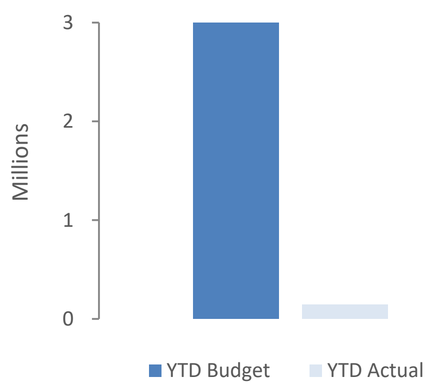
Initial recognition and measurement for assets held at cost

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

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

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

Payments for Capital Acquisitions



5 CAPITAL ACQUISITIONS - DETAILED

Capital expenditure total
Level of completion indicators

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

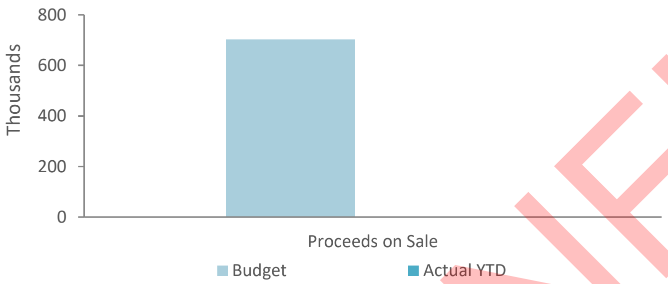
Percentage Year to Date Actual to Annual Budget expenditure where the expenditure over budget highlighted in red.

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

	Account Description	Amended Budget	YTD Budget	YTD Actual	Variance (Under)/Over
		$	$	$	$
LAND					0
BUILDINGS					
K89	Dalwallinu Medical Centre - Capital Upgrade	28,000	0	0	0
K122	6A Cousins Rd, Dalwallinu - MRDS - Capital Upgrade	18,230	0	0	0
K99	Lot 72 Prior St, Kalannie JV - Capital Upgrade	13,240	0	0	0
K114	Unit 1, 11 James Street, Dalwallinu JV - Capital Upgrade	7,722	0	0	0
K153	Aged Housing Myers St - Capital Upgrade	48,000	0	6,093	(6,093)
K155	Aged Housing Myers St Stage 2 - Captial Upgrade	1,129,298	94,108	0	94,108
K38	Dalwallinu Craft Shop - Capital Upgrade	100,000	0	0	0
K85	Kalannie Sports Pavillion - Capital Upgrade	11,150	0	0	0
K49	Dalwallinu Caravan Park - Capital Upgrade	15,000	0	0	0
		0	0	0	0
		0	0	0	0
ROADS					
E121700	ROAD CON - Regional Road Group	934,226	27,000	10,200	16,800
E121720	ROAD CON - Roads To Recovery	1,458,114	55,450	570	54,880
E121735	ROAD CON - WSFN	85,810	0	0	0
E121730	ROAD CON - Shire Road Program	687,594	57,291	0	57,291
E121795	ROAD CON - DRFAWA Works	2,000,000	166,666	0	166,666
OTHER INFRASTRUCTURE					0
E051814	FIRE - Capital Expenditure - Other Infrastructure	86,000	0	0	0
O36	Sewerage Line Upgrade - Main Line	46,383	3,863	0	3,863
O19	Dalwallinu Cemetery Other Infrastructure	33,650	2,804	8,873	(6,069)
O95	Aquatic Centre Other Infrastructure Upgrade	265,850	132,925	105,000	27,925
O41	Dalwallinu Bowling Club - Other Infrastructure	410,100	0	0	0
O40	Dalwallinu Recreation Precinct Fence - Capital Upgrade	43,120	3,593	18,297	(14,704)
O32	Shade Structure with Seating - Recreation Centre Grounds	8,000	0	0	0
O29	Kalannie Sports Pavilion Other Infrastructure - Capital Upgrade	37,000	0	0	0
FOOTPATH CONSTRUCTION					0
F0193	Strickland Drive - capital upgrade footpath	83,640	6,970	0	6,970
F0194	Myers Street - capital upgrade footpath	26,650	2,220	0	2,220
F0184	Wasley Street - capital upgrade footpath	68,642	5,720	0	
PLANT & EQUIPMENT					
E113838	OTH REC - Capital Expenditure - Plant & Equipment	14,232	0	15,768	(15,768)
CP011	Diesel tank with swipe card system	100,264	0	0	0
DL9138	DL9138 Purchase Loader	360,000	0	0	0
DL73	DL73 Purchase Utility	39,000	0	0	0
DL134	DL134 Purchase Utility	39,000	0	0	0
DL281	Purchase Utility WS	58,000	0	0	0
CP012	Peruzzo Flail mower	22,500	0	21,440	(21,440)
CP013	Tractor 95HP	75,000	0	0	0
CP014	Sewer Tank	60,000	0	0	0
CP001	Purchase Sundry Plant	8,000	0	0	0
E124803	AERO - Nugadong Airstrip - Equipment	10,000	0	0	0
FURNITURE & FIXTURES					
		8,431,415	**558,610**	**186,242**	**366,648**

6 DISPOSAL OF ASSETS

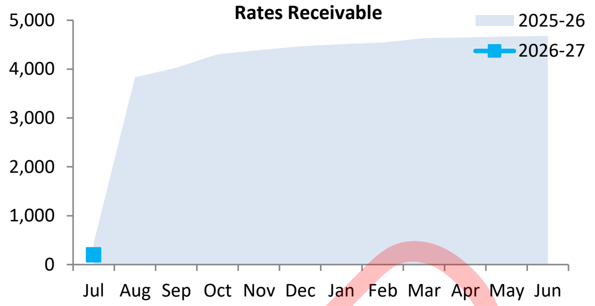
		Amended Budget				YTD Actual			
Asset Ref.	Asset description	Net Book Value	Proceeds	Profit	(Loss)	Net Book Value	Proceeds	Profit	(Loss)
		$	$	$	$	$	$	$	$
	Land & Buildings								
	Sale of McNeill St lots	75,000	120,000	45,000	0	0	0	0	0
	Sale of Roberts Rd lots	65,000	150,000	85,000	0	0	0	0	0
	Sale of Buntine Town Hall	216,625	53,636	0	(162,989)	0	0	0	0
	Sale of Buntine CWA Hall	14,119	24,545	10,426	0	0	0	0	0
	Sale of Wubin Town Hall	224,552	130,000	0	(94,552)	0	0	0	0
	Plant and equipment								
	Sale of DL9346	63,462	50,000	0	(13,462)	0	0	0	0
	Sale of DL9138	164,800	100,000	0	(64,800)	0	0	0	0
	Sale of DL73	5,000	17,000	12,000	0	0	0	0	0
	Sale of DL134	13,000	17,000	4,000	0	0	0	0	0
	Sale of DL281	26,000	26,000	0	0	0	0	0	0
	Sale of Flail Mower	0	10,000	10,000	0	0	0	0	0
	Sale of Sewer Tank	0	3,000	3,000	0	0	0	0	0
	Other Infrastructure								
		867,558	**701,181**	**169,426**	**(335,803)**	**0**	**0**	**0**	**0**



7 RECEIVABLES

4,336,786

Rates receivable	30 Jun 2026	31 Jul 2026
	$	$
Opening arrears previous years	39,389	57,251
Levied this year	4,690,071	4,988,209
Less - collections to date	(4,672,209)	(201,558)
Gross rates collectable	**57,251**	**4,843,902**
Net rates collectable	**57,251**	**4,843,902**
% Collected	98.8%	4.0%



Receivables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	$	$	$	$	$	$
Receivables - general	(817)	811,998	0	367	640	812,188
Percentage	(0.1%)	100.0%	0.0%	0.0%	0.1%	
Balance per trial balance						
Trade receivables	(817)	811,998	0	367	640	812,188
Payments in Advance						17,161
Total receivables general outstanding						**829,349**

Amounts shown above include GST (where applicable)

KEY INFORMATION

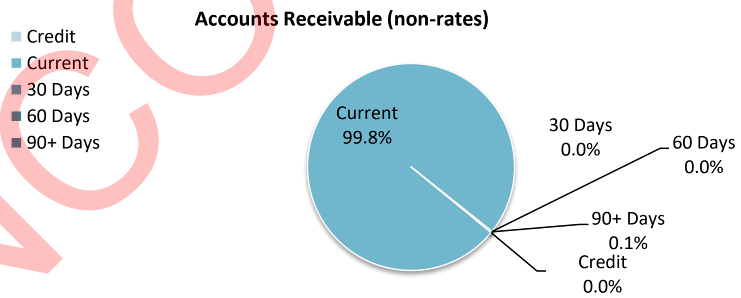
Trade and other receivables include amounts due from ratepayers for unpaid rates and service charges and other amounts due from third parties for goods s and services performed in the ordinary course of business.

Trade receivables are recognised at original invoice amount less any allowances for uncollectable amounts (i.e. impairment). The carrying amount of net trad 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.



8 OTHER CURRENT ASSETS

Other current assets	Opening Balance 1 July 2026	Asset Increase	Asset Reduction	Closing Balance 31 July 2026
	$	$	$	$
Inventory				
Inventories Fuel & Materials	24,027	17,331	(24,688)	16,670
Total other current assets	**24,027**	**17,331**	**(24,688)**	**16,670**

Amounts shown above include GST (where applicable)

KEY INFORMATION

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

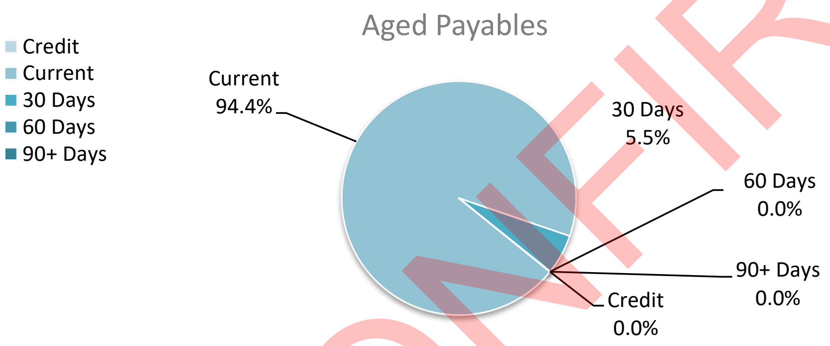
9 PAYABLES

Payables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	$	$	$	$	$	$
Payables - general	0	288,223	16,904	(112)	14	305,030
Percentage	0.0%	94.5%	5.5%	0.0%	0.0%	
Balance per trial balance						
Sundry creditors	0	397,507	16,904	(112)	14	414,314
Accrued salaries and wages						(8,470)
ATO liabilities						120
Other payables						18,993
Accrued interest on loans						35,677
Bonds & Deposits Held						6,993
Total payables general outstanding						**467,627**

Amounts shown above include GST (where applicable)

KEY INFORMATION

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



10 RATE REVENUE

General rate revenue

				Budget			YTD Actual		
	Rate in $ (cents)	Number of Properties	Rateable Value	Rate Revenue	Interim Rate Revenue	Total Revenue	Rate Revenue	Interim Rate Revenue	Total Revenue
RATE TYPE				$	$	$	$	$	$
Gross rental value									
Gross Rental Value	0.086360	404	6,443,302	556,443	500	556,943	556,369	(25)	556,344
Unimproved value									
Unimproved Value	0.007450	356	459,895,000	3,426,218	500	3,426,718	3,426,218	0	3,426,218
Sub-Total		**760**	**466,338,302**	**3,982,661**	**1,000**	**3,983,661**	**3,982,587**	**(25)**	**3,982,562**
Minimum payment	**Minimum Payment $**								
Gross rental value									
GRV - Dalwallinu	689	47	169,270	32,383	0	32,383	32,383	0	32,383
GRV - Kalannie	689	33	188,703	22,737	0	22,737	22,737	0	22,737
GRV - Other Towns	689	74	292,286	50,986	0	50,986	50,986	0	50,986
Unimproved value									
UV - Rural	803	38	1,525,325	30,514	0	30,514	30,514	0	30,514
UV - Mining	803	30	330,559	24,090	0	24,090	24,090	0	24,090
Sub-total		**222**	**2,506,143**	**160,710**	**0**	**160,710**	**160,710**	**0**	**160,710**
Discount						(176,000)			(14,825)
Amount from general rates						**3,968,371**			**4,128,447**
Ex-gratia rates						53,819			53,834
Total general rates						**4,022,190**			**4,182,281**

11 BORROWINGS

Repayments - borrowings

Information on borrowings			New Loans		Principal Repayments		Principal Outstanding		Interest Repayments	
Particulars	**Loan No.**	**1 July 2026**	**Actual**	**Budget**	**Actual**	**Budget**	**Actual**	**Budget**	**Actual**	**Budget**
		$	**$**	**$**	**$**	**$**	**$**	**$**	**$**	**$**
Dalwallinu Discovery Centre	157	206,156	0	0	0	(67,160)	206,156	138,996	0	(6,339)
Dalwallinu Recreation Centre	159	2,266,428	0	0	0	(69,650)	2,266,428	2,196,778	0	(84,474)
Total		**2,472,584**	**0**	**0**	**0**	**(136,810)**	**2,472,584**	**2,335,774**	**0**	**(90,813)**
Current borrowings		136,810					136,810			
Non-current borrowings		2,335,774					2,335,774			
		2,472,584					**2,472,584**			

All debenture repayments were financed by general purpose revenue.

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

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

12 LEASE LIABILITIES

Movement in carrying amounts

Information on leases			New Leases		Principal Repayments		Principal Outstanding		Interest Repayments	
Particulars	**Lease No.**	**1 July 2026**	**Actual**	**Budget**	**Actual**	**Budget**	**Actual**	**Budget**	**Actual**	**Budget**
		$	$	$	$	$	$	$	$	$
Gymnasium Equipment	E6N0162493	9,361	0	0	0	(9,361)	9,361	0	0	(222)
Administration Photocopiers	Ricoh	6,615	0	0	(324)	(3,824)	6,291	2,791	(26)	(239)
Total		**15,976**	**0**	**0**	**(324)**	**(13,185)**	**15,652**	**2,791**	**(26)**	**(461)**
Current lease liabilities		-16					(344)			
Non-current lease liabilities		15,991					15,991			
		15,975					**15,647**			

All lease repayments were financed by general purpose revenue.

KEY INFORMATION

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

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

13 OTHER CURRENT LIABILITIES

Other current liabilities	Note	Opening Balance 1 July 2026	Liability transferred from/(to) non current	Liability Increase	Liability Reduction	Closing Balance 31 July 2026
		$	$	$	$	$
Other liabilities						
Contract liabilities		98,300	0	241,642	(41,800)	298,142
Total other liabilities		98,300	0	241,642	(41,800)	298,142
Employee Related Provisions						
Provision for annual leave		206,049	0	0	0	206,049
Provision for long service leave		225,474	0	0	0	225,474
Total Provisions		431,523	0	0	0	431,523
Total other current liabilities		**529,823**	**0**	**241,642**	**(41,800)**	**729,665**

Amounts shown above include GST (where applicable)

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

KEY INFORMATION

Provisions

Provisions are recognised when the Shire has a present legal or constructive obligation, as a result of past events, for which it is probable that an outflow of economic benefits will result and that outflow can be reliably measured.

Provisions are measured using the best estimate of the amounts required to settle the obligation at the end of the reporting period.

Employee Related Provisions

Short-term employee benefits

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

The Shire's obligations for short-term employee benefits such as wages, salaries and sick leave are recognised as a part of current trade and other payables in the calculation of net current assets.

Other long-term employee benefits

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

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

Contract liabilities

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

Capital grant/contribution liabilities

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

14 GRANTS, SUBSIDIES AND CONTRIBUTIONS

Provider	Unspent grant, subsidies and contributions liability					Grants, subsidies and contributions revenue		
	Liability 1 July 2026	Increase in Liability	Decrease in Liability (As revenue)	Liability 31 Jul 2026	Current Liability 31 Jul 2026	Amended Budget Revenue	YTD Budget	YTD Revenue Actual
	$	$	$	$	$	$	$	$
Grants and subsidies								
General Purpose Grant - WA Government	0	0	0	0	0	302,284	0	0
Untied Roads Grant - WA Government	0	0	0	0	0	204,292	0	0
DFES Operating Grant	0	0	0	0	0	58,380	0	10,845
Direct Grant - Main Roads	0	0	0	0	0	470,329	470,329	470,329
	0	**0**	**0**	**0**	**0**	**1,035,285**	**470,329**	**481,174**
Contributions								
Collection of Legal Costs	0	0	0	0	0	15,000	1,249	202
Miscellaneous Reimbursements - GOV	0	0	0	0	0	1,300	8	0
Miscellaneous Reimbursements - HEALTH	0	0	0	0	0	7,885	656	1,692
Miscellaneous Reimbursements - PRE SCHOOL	0	0	0	0	0	16,584	1,381	2,493
Miscellaneous Reimbursements - OTH WELFARE	0	0	0	0	0	200	0	0
Miscellaneous Reimbursements - STAFF HOUSING	0	0	0	0	0	11,666	0	1,742
Miscellaneous Reimbursements - OTH HOUSING	0	0	0	0	0	14,048	1,170	2,434
Miscellaneous Reimbursements - SEW	0	0	0	0	0	1,000	1,000	1,284
Miscellaneous Reimbursements - OTH COM	0	0	0	0	0	1,976	164	563
Containers Deposit Scheme Income	0	0	0	0	0	1,500	124	0
Collection Metal Rubbish	0	0	0	0	0	250	0	0
Miscellaneous Reimbursements - REC & CUL	0	0	0	0	0	239,472	19,947	2,092
Miscellaneous Reimbursements - ROAD MAIN	0	0	0	0	0	500	41	265
Street Light Contribution - Main Roads	0	0	0	0	0	6,000	499	0
Miscellaneous Reimbursements - ECON SERV	0	0	0	0	0	58,113	4,840	4,161
Miscellaneous Reimbursements - OTH PRO & SERV	0	0	0	0	0	18,200	1,498	5,539
Fuel Rebates - ATO	0	0	0	0	0	50,000	4,165	4,117
	0	**0**	**0**	**0**	**0**	**443,694**	**36,742**	**26,584**
TOTALS	**0**	**0**	**0**	**0**	**0**	**1,478,979**	**507,071**	**507,758**

15 CAPITAL GRANTS, SUBSIDIES AND CONTRIBUTIONS

	Capital grant/contribution liabilities					Capital grants, subsidies and contributions revenue		
Provider	Liability 1 July 2026	Increase in Liability	Decrease in Liability (As revenue)	Liability 31 Jul 2026	Current Liability 31 Jul 2026	Amended Budget Revenue	YTD Budget	YTD Revenue Actual
	$	$	$	$	$	$	$	$
Capital grants and subsidies								
CWSP Grant Water Tanks (subject for approval)	0	0	0	0	0	60,200	0	0
RHSF Fund Grant (subject for approval)	0	0	0	0	0	833,080	69,423	0
CITS CSRFF Grant for pool lining - OTH REC	0	0	0	0	0	98,300	0	35,000
Main Roads - Regional Road Group ROAD CON	0	0	0	0	0	604,105	151,026	6,800
Dept. Infr. - Roads to Recovery ROAD CON	0	0	0	0	0	1,373,850	0	0
DFES - DRFAWA (subject for approval) ROAD CON	0	0	0	0	0	1,760,000	0	0
Main Roads - Wheatbelt Secondary Freight Program ROAI	0	0	0	0	0	80,089	0	0
CWSP Dalwallinu Dam Op Grant - OTH REC	0	0	0	0	0	10,341	0	0
	0	**0**	**0**	**0**	**0**	**4,819,965**	**220,449**	**41,800**

16 INVESTMENT IN ASSOCIATES

(a) Investment in associate

Aggregate carrying amount of interests in Local Government House accounted for using the equity method are reflected in the table below.

	Amended Budget Revenue	YTD Budget	YTD Revenue Actual
	$	$	$
Carrying amount at 1 July	0	0	139,334
Carrying amount at 30 June	0	0	139,334

SIGNIFICANT ACCOUNTING POLICIES

Investments in associates

An associate is an entity over which the Shire has the power to participate in the financial and operating policy decisions of the investee but not control or joint control of those policies.

Investments in associates are accounted for using the equity method. The equity method of accounting, is whereby the investment is initially recognised at cost and adjusted thereafter for the post-acquisition change in the Shire's share of net assets of the associate. In addition, the Shire's share of the profit or loss of the associate is included in the Shire's profit or loss.

Shire of Dalwallinu
Bank Reconciliation
as at 31 July 2026

Balance as per General Ledger as at 1 July 2026				
A910000 - Municipal Fund	5,951,536.79			
A910001 - Telenet Saver	0.00	5,951,536.79		5,951,536.79
Add Cash Receipts				
Daily Receipts		305,037.75		
BPAY Receipts		118,340.33		
Interest Received		9,371.95		
				432,750.03
				6,384,286.82
Less Cash Payments				
EFT Payments - Payroll		206,836.65		
EFT Payments (EFT18530-EFT18634)		1,390,474.95		
Direct Debit - Credit Cards (DD18905.1)		6,558.87		
Direct Debit - Housing Bonds (DD18881.1 & DD18904.1)		2,160.00		
Direct Debit - Superannuation Payments		44,283.78		
Bank Fees		1,072.80		
Loans 157 & 159 Guarantee Fee		8,699.82		
Transfer to Muni Excess Funds Term Deposit		4,000,000.00		
Direct Debit - Payment to DoT		138,348.45		
				5,798,435.32
Balance as per General Ledger as at 31 July 2026				
A910000 - Municipal Fund	584,876.22			
A910001 - Telenet Saver	975.28			
		585,851.50	0.00	585,851.50
Add				
Less				
Banking 31/07/2026, received on 03/08/2026				933.90
Eftpos payment 31/07/2026 - received 03/07/2026				5,625.90
				579,291.70
Balance as per Bank Statements as at 31 July 2026				
CBA Muni Cheque Account - xxxx379		578,316.42		
CBA Business Online Saver - xxxx395		975.28	0.00	579,291.70

Prepared by 5/8/2026

Reviewed by 11/8/26

UNCONFIRMED

Shire of Dalwallinu
Trust Bank Reconciliation
as at 31 July 2026

Balance as per General Ledger as at 1 July 2026				
2T9900000 - Trust Fund	0.00	0.00		0.00
Add Cash Receipts				0.00
Less Cash Payments				0.00
		0.00		0.00
Balance as per General Ledger as at 31 July 2026				
2T9900000 - Trust Fund	0.00	0.00	0.00	0.00
Add				
Less				
Balance as per Bank Statements as at 31 July 2026				0.00
2T9900000 - Trust Fund		0.00	0.00	0.00

Prepared by 3/8/2026

Reviewed by 11/8/26

9.4 CHIEF EXECUTIVE OFFICER
9.4.1 WALGA Annual General Meeting 2026*

Report Date	25 August 2026
Applicant	Shire of Dalwallinu
File Ref	GR/4 – Government Relations - WALGA
Previous Meeting Reference	Nil
Prepared by	Jean Knight, Chief Executive Officer
Supervised by	Jean Knight, Chief Executive Officer
Disclosure of interest	Nil
Voting Requirements	Simple Majority
Attachments	AGM Motions

Purpose of Report

Council is requested to provide voting instructions for the Shire delegates for the Western Australian Local Government Association (WALGA) Annual General Meeting (AGM) to be held on Thursday 17 September 2026.

Background

The AGM for WALGA is held during the Local Government Convention each year. An email was received on Monday 17 August 2026 containing the AGM agenda.

Council's registered voting delegates for the 2026 AGM are Cr Keith Carter and Cr Melissa Harms with Jean Knight listed as proxy.

Consultation

Nil

Legislative Implications

Nil

Policy Implications

Nil

Financial Implications

Nil

General Function Implications

Nil

Strategic Implications

Nil

Site Inspection

Site inspection undertaken. Not applicable

Sustainability & Climate Change Implications

Economic implications

There are no known significant economic implications associated with this proposal.

Social implications
There are no known significant social implications associated with this proposal.

Environmental implications
There are no known significant environmental implications associated with this proposal.

Officer Comment
There are nine (9) motions presented for consideration which are attached to this agenda item. These are summarised as follows:

7.1 Review of the National Construction Code to Develop and Implement Adaptive Reuse Provisions of Commercial Property for Residential Uses (City of Fremantle)

In Brief
- *This report seeks support for WALGA to advocate for targeted amendments to the National Construction Code (NCC) to allow for adaptive reuse of commercial property for residential development.*
- *Adaptive reuse is the process of repurposing an existing building for a new use.*
- *The intent of the targeted amendments is to allow for the conversion of a vacant or underutilised commercial space into residential uses.*
- *This approach will help address housing shortages, promote sustainability and preserve unique architecture whilst allowing opportunity in dealing with the vacancy and underutilisation challenge with commercial buildings currently being experienced across Western Australia.*

Motion
That WALGA advocate to the Federal Government for the Australian Building Codes Board to commence a comprehensive review of the National Construction Code to develop and implement adaptive reuse provisions that facilitate the safe, sustainable and economically viable conversion of underutilised commercial buildings into residential uses.

7.2 Rainfall Deficiency Assistance Framework (Shire of Esperance)

In Brief
- *Western Australia already recognises that prolonged rainfall deficiency may justify targeted Government assistance where an essential agricultural resource becomes deficient.*
- *This motion asks WALGA to advocate to the State Government to recognise livestock fodder as such a resource and build upon an existing policy framework that has served Western Australia well for decades.*
- *It is a practical proposal, grounded in existing policy, that strengthens livestock welfare, agricultural resilience and regional communities while continuing to build on what already works.*

Motion
That WALGA advocate to the Western Australian Government to:
1. **Recognise livestock fodder as an essential agricultural resource during periods of prolonged rainfall deficiency, acknowledging its fundamental role in protecting livestock welfare, sustaining agricultural production and supporting regional communities.**
2. **Develop and implement a Western Australian Rainfall Deficiency Assistance Framework that builds on the principles of the existing Water Deficiency Scheme and provides a practical, transparent and consistent approach to supporting primary producers during prolonged rainfall deficiency.**
3. **Establish a Livestock Fodder Freight Subsidy Scheme as the first initiative under the Western Australian Rainfall Deficiency Assistance Framework to assist eligible primary producers with**

the extraordinary cost of transporting emergency livestock fodder during periods of prolonged rainfall deficiency and other declared natural hazard events where emergency livestock fodder is required.

7.3 Continuation of Community Water Supplies Partnership and Agricultural Area Dams Program (Shire of Chittering)

In brief

- *The updated advocacy position seeks continuation of the Community Water Supplies Partnership (CWSP) and Agricultural Area Dams (AA Dams) funding streams and related rural water infrastructure funding beyond 2026-2027.*
- *The Rural Water Council and its member Local Governments seek a renewed, multi-year Commonwealth and Western Australian Government funding commitment from 2027-2028 onwards.*
- *CWSP and AA Dams should be treated as complementary streams: CWSP supports local non-potable community water supply projects, while AA support strategic agricultural area water infrastructure.*
- *The Rual Water Council discussed the matter at its meeting held on 10 July 2026 at Cunderdin and recorded support for coordinated advocacy beyond 2026-27, supported by the Shire of Chittering.*
- *The motion is broader than a single program title and protects the practical outcomes: firefighting water, farm and livestock resilience, strategic agricultural water infrastructure, local water planning, community water supply points, dam and catchment works and reduced reliance on scheme water.*

Motion

That WALGA advocate to the Commonwealth Government and Western Australian Government to renew, continue and expand rural water security funding from 2027-28 onwards, including the Community Water Supplies Partnership (CWSP) and Agricultural Area Dams (AA Dams) Programs Funding and any successor program that preserves these outcomes to:

1. **support emergency water infrastructure, firefighting water supplies, farm and livestock emergency water, agricultural water resilience, agricultural area dams, townsite non-potable supplies, public amenity and reduced reliance on potable scheme water;**
2. **maintain dedicated eligibility for Local Governments and Regional Organisations of Councils that coordinate shared rural water infrastructure outcomes;**
3. **increase the funding pool to reflect demonstrated demand, cost escalation and the number of eligible Loal Governments across regional Western Australia;**
4. **retain co-contribution flexibility, including cash and in-kind contributions, so smaller Councils can participate;**
5. **provide a forward funding pipeline that allows Councils to plan, obtain approvals, consult communities, programme co-contributions and deliver works before drought or bushfire conditions become emergencies and**
6. **engage the Rual Water Council, WALGA, Regional Development Commissions and eligible Local Governments in the design of the next funding phase.**

7.4 Advocacy for Reforms to Aspects of the State Underground Power Projects Currently Facilitated through the Local Government Sector (Town of Bassendean)

In brief

- *The current Targeted Underground Power Program (TUPP) Guidelines do not address the renewal of ageing underground power assets.*

- *The Town of Bassendean may be among the first Local Governments to face a requirement from Western Power to fund the renewal of state owned, street-wide underground power infrastructure that is now approximately forty years old.*
- *This creates a complex landscape for Local Governments to navigate in respect to Western Power Underground Power Projects, and as such it is timely for a comprehensive review.*

Motion

That WALGA:

1. **Undertake a review of the State Government's Underground Power Programs to identify and advocate for the removal of inequities affecting Local Governments, with particular consideration of:**
   a. **Funding arrangements, including the requirement for Local Governments to make full project payments to Western Power during the construction phase while, in many cases, Local Governments provide extended repayment arrangements to affected property owners over a number of years;**
   b. **Legislative reform, including advocacy for amendments to the relevant legislation to enable Western Power to recover the costs of underground power projects directly from electricity consumers, rather than requiring Local Governments to act as the funding intermediary;**
   c. **Renewal liabilities, including the appropriateness or fairness of Western Power requiring Local Governments and their ratepayers to contribute financially to the renewal or replacement of Western Power owned underground electricity infrastructure that forms part of the broader electricity network and pre-exists throughout entire streets or localities.**
2. **Provide all Local Governments with a summary of the review findings and invite feedback on the issues identified and any proposed reforms.**
3. **Following consideration of that feedback, prepare a report for presentation to the WALGA Zones, including recommendations for advocacy to the State Government on any proposed legislative, policy or funding reforms arising from the review.**

7.5 State Assistance Grants for Western Australia (Shire of Chittering)

In brief

- *The Commonwealth Financial Assistance Grants (FA Grant) framework provides a recognised needs-based equalisation methodology for Local Government funding.*
- *In Western Australia, the Western Australian Local Government Grants Commission assesses Local Government expenditure need and revenue-raising capacity under that framework.*
- *The supporting paper identifies a total assessed need of $334,062,579.94 and Commonwealth FA Grant Funding of $277,409,615 leaving an unfunded gap of $56,656,464.98. (note these figures do not add up but is from the WALGA agenda)*
- *The proposed State Assistance Grant would not replace or duplicate FA Grants; it would complete the existing funding model by meeting the residual assessed gap.*
- *An untied, indexed State Assistance Grant distributed through the existing equalisation framework is a simple, transparent and fair way to strengthen Local Government financial sustainability.*

Motion

That WALGA advocate to the State Government to establish an annual, untied State Assistance Grant for Western Australian Local Governments that:

1. **funds the annual unfunded gap between the Western Australian Local Government Grants Commission assessed equalisation need and the Commonwealth Financial Assistance Grants allocation;**

2. is distributed using the existing Financial Assistance Grants equalisation methodology;
3. is indexed annually to reflect growth in costs, service pressures and asset renewal needs; and
4. supports Local Governments, particularly regional, rural and remote Local Governments, to maintain essential local services and place-based outcomes for their communities.

7.6 Mandatory National Australian Built Environment Rating System (NABERS) Ratings for Apartment Buildings (City of Perth)

In brief

- *Mandatory NABERS ratings for apartment buildings would extend a proven energy performance framework to the residential sector.*
- *Disclosure requirements would provide transparency for apartment buyers and renters while incentivising building efficiency improvements.*
- *A five-year fee waiver would support broad uptake and reduce implementation barriers for building owners and strata managers.*
- *The proposal would contribute to emissions reduction, lower utility costs and support Australia's transition to a more sustainable built environment.*

Motion

That WALGA calls on the Australian Government to:

1. **Extend the mandates under the Commercial Building Disclosure (CBD) program to residential apartment buildings, making NABERS ratings mandatory for apartment buildings in a similar manner to requirements for commercial properties.**
2. **To support widespread uptake and reduce barriers for building owners and managers, direct NABERS to waive all submission and assessment fees for apartment building ratings for the next five years.**
3. **Amend relevant legislation to require NABERS ratings to be disclosed in all rental and sale advertisements, ensuring prospective tenants and buyers have access to transparent energy efficiency information.**

7.7 Funding Support for Native Title, ILUA and Traditional Owner Engagement Costs (Shire of Dundas)

In brief

- *Remote Loal Governments are increasingly required to undertake Native Title and Traditional Owner engagement to deliver essential projects.*
- *No dedicated State or Commonwealth funding exists to assist Local Governments with these costs.*
- *Current arrangements result in significant cost shifting from other levels of government to Local Government.*
- *Unfunded engagement requirements delay housing, infrastructure, emergency management and economic development projects.*
- *A dedicated funding program would improve outcomes for Traditional Owners, Local Governments and regional communities.*

Motion

That WALGA:

1. **Advocate to the Western Australian and Australian Governments for the establishment of a dedicated funding program to support Local Governments with the costs associated with:**
   a. **Native Title negotiations;**
   b. **Indigenous Land Use Agreements (ILUAs);**
   c. **Aboriginal Cultural Heritage consultation;**

   d. Traditional Owner engagement;
   e. Heritage, anthropological and cultural assessments; and
   f. Agreement implementation and monitoring.

2. Seek recognition that Native Title and Traditional Owner engagement requirements are increasingly necessary to deliver housing, infrastructure, emergency management, renewable energy, land tenure and economic development projects and should not be funded solely from Local Government rate revenue.

3. Request that any future funding program prioritise regional, rural and remote Local Governments with:
   a. Large geographic areas;
   b. Significant Crown land holdings;
   c. Extensive Native Title interests; and
   d. Limited rate bases.

7.8 Support for ALGA Motion #92 – National Climate Adaption Funding (Town of East Fremantle, City of Vincent & Shire of Augusta Margaret River)

In brief

- *The costs of climate disaster response and readiness confronting Local Governments are fast outpacing the willingness or capacity of State and Federal governments to finance the shortfall. A sustainable, dedicated funding stream must be found.*
- *Across Australia, Local Governments collectively own and manage billions of dollars in infrastructure threatened by climate-impacted event, including storms, floods, water damage and bushfires.*
- *The motion seeks WALGA support for and advocacy of ALGA Motion 92 regarding climate adaptation funding and calling for increased Commonwealth funding support for Local Governments to climate change impacts.*
- *Existing constraints on Local Government revenue-raising mean Councils cannot address these increasing costs without significantly compromising other essential services.*
- *Climate disruption costs and adaptation/resilience requirements are escalating beyond the capacity of Local Government to pay for them.*

Motion

That WALGA:

1. Endorse Motion 92 included within The Business Papers of the 2026 Australian Local Government Association National General Assembly as provided below:
   a. Acknowledge that the increasing costs of climate change – including disaster recovery from storms, floods and bushfires, and community resilience building for heatwaves and sea-level rise – place an unsustainable financial burden on Local Government.
   b. Recognise the inequity where Local Governments and communities bear these costs despite not being responsible for the 75% of climate pollution generated by major coal, oil and gas corporations.
   c. Establish a Parliamentary Inquiry into the adequacy of the 2025 National Adaptation Plan, specifically addressing the lack of additional funding for Local Governments to deliver mandated adaptation responses.
   d. Ensure this Inquiry identifies concrete revenue sources to meet investment needs, including the implementation of taxed or levies on the coal, oil and gas industries aligned with the climate damage their products cause.
   e. Establish a National Climate Compensation Fund with a dedicated funding stream for Local Governments, commensurate with the scale of the financial risk identified in the 2025 National Climate Risk Assessment.

2. Adopt Motion 92 as part of WALGA's federal advocacy program; and

3. **Actively advocate, in partnership with the Australian Local Government Association, for**
    a. **The establishment of a National Climate Compensation Fund with a dedicated funding stream for Local Governments; and**
    b. **The introduction of a Climate Pollution Levy on coal, oil and gas corporations.**

7.9 Delivering Equitable NBN Fibre Upgrade Pathway for Multi Dwelling Units (City of Perth)

In brief

- *Residents of many apartment buildings, townhouses and other multi-dwelling developments remain excluded from NBN Co's funded Fibre to the Premises (FTTP) upgrade program and continue to rely on legacy Fibre to the Building (FTTB) infrastructure.*
- *Establishing a funded national FTTP upgrade pathway for multi-dwelling units would address a growing digital inequity affecting residents of high-density housing, particularly within capital cities.*
- *Dedicated funding, co-investment opportunities and streamlined delivery arrangements would help overcome the additional cost and complexity of upgrading older strata-titled buildings to full-fibre connections.*
- *Supporting Local Governments to work with strata bodies and NBN Co would facilitate more efficient upgrade delivery through streamlined approvals, access arrangements and standardised engagement processes.*

Motion:
That WALGA calls on the Australian Government to work with NBN Co to:

1. **Establish and publish a funded national upgrade pathway to Fibre to the Premises (FTTP) for all Multi-Dwelling Units (MDUs), including apartments, townhouses and older unit developments currently serviced by Fibre to the Building (FTTB).**
2. **Close the existing policy gap for MDUs by prioritising high-density urban housing within future FTTP rollout planning, recognising the significant proportion of capital-city residents who live in apartments and townhouses.**
3. **Provide dedicated funding and delivery mechanisms – including grants, co-investment and streamlined approvals – to address the additional cost and complexity of retrofitting fibre in older strata-titled buildings, ensuring residents are not disadvantaged by dwelling type.**
4. **Support Local Governments to work with strata bodies and NBN Co to streamline MDU upgrade delivery, including standardised strata engagement materials and access/approval processes for common property.**

Officer Recommendation/Council Resolution

<u>MOTION 10611</u>

Moved Cr S Hickleton
Seconded Cr JL Counsel

That Council instruct the delegates for the Western Australian Local Government Association, Annual General Meeting to be held on Thursday 17 September 2026, to vote as follows:

Item 1 **Support** / Against / Listen
Item 2 **Support** / Against / Listen
Item 3 **Support** / Against / Listen
Item 4 **Support** / Against / Listen
Item 5 **Support** / Against / Listen
Item 6 Support / Against / **Listen**
Item 7 **Support** / Against / Listen
Item 8 **Support** / Against / Listen
Item 9 Support / Against / **Listen**

CARRIED 6/0

For: President KL Carter, Deputy MM Harms, Cr JL Counsel, Cr DS Cream, Cr S Dawson, Cr S Hickleton
Against: Nil

7 CONSIDERATION OF EXECUTIVE AND MEMBER MOTIONS

7.1 REVIEW OF THE NATIONAL CONSTRUCTION CODE TO DEVELOP AND IMPLEMENT ADAPTIVE REUSE PROVISIONS OF COMMERCIAL PROPERTY FOR RESIDENTIAL USES

City of Fremantle to move:

MOTION

That WALGA advocate to the Federal Government for the Australian Building Codes Board to commence a comprehensive review of the National Construction Code to develop and implement adaptive reuse provisions that facilitate the safe, sustainable, and economically viable conversion of underutilised commercial buildings into residential uses.

IN BRIEF

- This report seeks support for WALGA to advocate for targeted amendments to the National Construction Code (NCC) to allow for adaptive reuse of commercial property for residential development.
- Adaptive reuse is the process of repurposing an existing building for a new use.
- The intent of the targeted amendments is to allow for the conversion of a vacant or underutilised commercial space into residential uses.
- This approach will help address housing shortages, promote sustainability, and preserve unique architecture whilst allowing opportunity in dealing with the vacancy and underutilisation challenge with commercial buildings currently being experienced across Western Australia.

MEMBER COMMENT

Over the past few years, the commercial property market has undergone significant change with the increase in remote and hybrid working arrangements and the growth in the online retail market. This has seen a rise in vacancies for commercial property within this time.

Adaptive reuse is the process of repurposing buildings for new uses and offers a sustainable solution in providing diversity for housing options by allowing the transformation of underutilised or vacant commercial buildings into residential accommodation.

Many of these underutilised or vacant commercial buildings cannot economically comply with all of the current residential provisions within the National Construction Code (NCC) because they were originally designed with a different classification. The absence of a dedicated framework for adaptive reuse discourages investment opportunities for residential conversion and often results in the need for demolition for development to occur.

The NCC regulates buildings based on new construction standards and building classifications. Current provisions and standards within the NCC often create substantial technical barriers to converting existing commercial buildings into residential accommodation. When redeveloping commercial building classes into residential, developers will encounter compliance issues involving:

- Building depth and natural light requirements
- Ventilation standards
- Fire separation standards
- Acoustic separation
- Accessibility requirements
- Energy efficiency requirements
- Ceiling height
- Structural loading standards
- Emergency egress requirements.

The NCC does allow for performance solutions to manage these issues, but these require engineering assessments, create additional red tape requirements and can be applied inconsistently across various approval agencies. This creates an environment that then discourages consideration of reuse options due to the time, financial implications and uncertainty of outcomes. This also becomes exacerbated when dealing with multiple and strata property ownership which can typically occur in commercial property and urban situations.

The intention for seeking amendments to the NCC would be to support a reduction to the regulatory barriers to adaptive reuse which would encourage an increase to the housing supply, encourage investment in vacant commercial property, increase urban renewal and maintain embedded energy outcomes.

This could be achieved by seeking a dedicated section within the NCC specifically for adaptive reuse of buildings providing opportunity to demonstrate equivalent safety and amenity outcomes through performance rather than the "deemed to satisfy" requirement.

These could cover areas such as;

- Fire safety
- Structural adequacy
- Acoustic performance
- Natural lighting
- Ventilation
- Accessibility, and
- Energy efficiency.

The benefits of amendments to the NCC are many. They include the ability to deliver more residential stock in urban areas where access to services and facilities such as businesses, transport, hospitality and community services already exist, greater sustainable outcomes through lower energy use in redevelopment, urban regeneration and improved social and economic outcomes with re-activated urban centres. Such reforms could also encourage private investment, increase housing supply, revitalise urban centres, reduce environmental impacts associated with demolition and new construction, and make more efficient use of existing infrastructure.

There is available opportunity of underutilised commercial buildings that could contribute meaningfully to addressing the housing shortage. Current NCC requirements, while essential for ensuring public safety, often impose disproportionate barriers when applied to the conversion of existing commercial buildings into residential accommodation.

Introducing a dedicated adaptive reuse pathway within the NCC could provide a nationally consistent, performance-based framework that preserves standards of safety while recognising the practical limitations of existing buildings.

SECRETARIAT COMMENT

WALGA acknowledges the increasing interest in adaptive reuse as a mechanism to support housing supply, urban revitalisation, sustainability outcomes and the more efficient use of existing infrastructure. The proposal is consistent with broader policy objectives aimed at increasing housing diversity and encouraging investment in underutilised commercial centres.

The National Construction Code (NCC) is developed and maintained by the Australian Building Codes Board (ABCB) on behalf of Commonwealth, State and Territory Governments. While the NCC currently provides for Performance Solutions, Members have identified that commercial-to-residential conversions can involve significant cost, complexity and regulatory uncertainty, which may discourage adaptive reuse projects. A dedicated adaptive reuse pathway may provide greater clarity and consistency while maintaining appropriate standards for health, safety, accessibility and amenity.

WALGA notes, however, that Building Ministers have recently agreed to pause further residential changes to the NCC, except for essential safety and quality measures, until at least mid-2029 following the finalisation of NCC 2025. The intent of the pause is to provide greater regulatory certainty for industry and support housing supply and productivity outcomes. In this context, implementation of the intent of this motion may be challenging in the short term.

7.2 RAINFALL DEFICIENCY ASSISTANCE FRAMEWORK

Shire of Esperance to move:

MOTION

That WALGA advocate to the Western Australian Government to:

1. **Recognise livestock fodder as an essential agricultural resource during periods of prolonged rainfall deficiency, acknowledging its fundamental role in protecting livestock welfare, sustaining agricultural production and supporting regional communities.**
2. **Develop and implement a Western Australian Rainfall Deficiency Assistance Framework that builds on the principles of the existing Water Deficiency Scheme and provides a practical, transparent and consistent approach to supporting primary producers during prolonged rainfall deficiency.**
3. **Establish a Livestock Fodder Freight Subsidy Scheme as the first initiative under the Western Australian Rainfall Deficiency Assistance Framework to assist eligible primary producers with the extraordinary cost of transporting emergency livestock fodder during periods of prolonged rainfall deficiency and other declared natural hazard events where emergency livestock fodder is required.**

IN BRIEF

- Western Australia already recognises that prolonged rainfall deficiency may justify targeted Government assistance where an essential agricultural resource becomes deficient.
- This motion asks WALGA to advocate to the State Government to recognise livestock fodder as such a resource and build upon an existing policy framework that has served Western Australia well for decades.
- It is a practical proposal, grounded in existing policy, that strengthens livestock welfare, agricultural resilience and regional communities while continuing to build on what already works.

MEMBER COMMENT

Western Australia has a proud history of standing beside primary producers when seasonal conditions create exceptional challenges.

The existing Water Deficiency Scheme recognises that when prolonged rainfall deficiency affects an essential agricultural resource, Government has a role in providing practical assistance. It is a policy that has served Western Australia well and demonstrates that Government already has the legislative authority, administrative capability and policy experience to respond when exceptional seasonal conditions threaten livestock welfare and agricultural production.

Livestock fodder has always been an essential agricultural resource. During prolonged rainfall deficiency, however, access to livestock fodder becomes critical to keeping livestock alive, maintaining breeding herds and allowing farming businesses to continue operating until seasonal conditions improve.

Across regional Western Australia, the issue is often not whether fodder can be found. The issue is getting it to where it is needed. As distances increase, freight costs can quickly exceed the value of the fodder itself, placing enormous financial pressure on producers who are already managing the impacts of prolonged rainfall deficiency.

This proposal recognises the practical realities faced by livestock producers across regional Western Australia. It does not seek to replace existing policy or create an open-ended subsidy. Instead, it builds on a policy principle that has existed in Western Australia for many years: where prolonged rainfall deficiency creates a deficiency in an essential agricultural resource, Government may provide targeted assistance.

Recognising livestock fodder as an essential agricultural resource within the existing rainfall deficiency framework is the next logical step. It reflects the practical realities faced by livestock producers and acknowledges that protecting livestock welfare also means ensuring producers can access the feed their animals need.

The proposed Livestock Fodder Freight Subsidy Scheme provides a practical way to apply that principle. It builds on an existing framework, uses established Government capability and offers a consistent approach that can support producers, strengthen regional communities and improve the resilience of Western Australia's agricultural sector.

This proposal is about practical policy, practical outcomes and continuing to build on what already works.

Why This Matters

Every Western Australian benefits from a strong agricultural sector through food security, export income, regional employment and resilient local communities. Agriculture is one of Western Australia's most important industries and is fundamental to the economic and social wellbeing of regional communities.

- Western Australia's primary industries generate more than $11 billion in annual production value.
- Agriculture is the State's second largest export industry, supporting thousands of regional jobs and businesses.
- Meat and livestock exports contribute approximately $1.3 billion annually to Western Australia's economy.
- The sheep and wool industry alone contribute around $1 billion at the farm gate each year.

Protecting livestock production is not simply about supporting individual farming businesses. It is about protecting regional employment, local economies, food production and one of Western Australia's most significant export industries.

References

- Department of Primary Industries and Regional Development, *WA Primary Industries 2023–24 Economic Overview*
- Department of Primary Industries and Regional Development, *Western Australian Sheep and Wool Industry Statistics*

The Issue

Western Australia already recognises that prolonged rainfall deficiency may justify targeted Government assistance where an essential agricultural resource becomes deficient.

The existing Water Deficiency Scheme provides assistance when access to water becomes deficient during prolonged rainfall deficiency.

Livestock fodder has always been an essential agricultural resource. During prolonged rainfall deficiency, however, maintaining access to livestock fodder becomes critical to protecting livestock welfare, maintaining breeding stock and sustaining agricultural production.

Across much of regional Western Australia, the challenge is often not sourcing livestock fodder. The challenge is transporting it.

As transport distances increase, freight costs can exceed the value of the livestock fodder itself, placing significant financial pressure on livestock producers during already difficult seasonal conditions.

Why Local Government?

Local Governments understand the impacts of prolonged rainfall deficiency on their communities. They see the effects on local businesses, employment, volunteer organisations, sporting clubs, schools and community wellbeing.

Councils are also frequently called upon to advocate for practical solutions that strengthen regional resilience.

This motion provides WALGA with an opportunity to advocate for a practical, statewide policy response that builds upon an existing Government framework rather than creating an entirely new system.

The Proposal

The motion asks the Western Australian Government to:

1. Recognise livestock fodder as an essential agricultural resource during periods of prolonged rainfall deficiency;
2. Develop and implement a Western Australian Rainfall Deficiency Assistance Framework that builds upon the principles of the existing Water Deficiency Scheme; and
3. Establish a Livestock Fodder Freight Subsidy Scheme as the first initiative under that Framework.

The proposal does not seek to replace existing or create new Government policy. It seeks to build upon a policy framework that has successfully supported regional Western Australian for many years.

Why Support This Motion?

This proposal:

- Builds upon an existing Government policy rather than creating a new one;
- Supports livestock welfare and strengthens regional communities;
- Recognises livestock fodder as an essential agricultural resource during prolonged rainfall deficiency;

- Provides a practical and consistent policy response instead of relying on ad hoc assistance;
- Enables Government to develop the implementation model through consultation with industry, Local Government and relevant agencies; and
- Strengthens one of Western Australia's most significant export industries while supporting regional resilience.

SECRETARIAT COMMENT

WALGA has actively engaged with the sector to develop a Water Management Advocacy Position (4.8) and has facilitated Local Government engagement with the Department of Water and Environmental Regulation regarding the Water Deficiency Declaration process and funding. During the consultation on water management the specific matter of fodder for livestock during drought was not raised.

WALGA's Advocacy Position identifies that access to water is critical for economic activity and in broad terms addresses the issue, as every region in WA will have a range of economic activities which are impacted by water deficiency. This issue and advocacy could be addressed by the agricultural industry directly engaging through their peak associations to Government.

7.3 CONTINUATION OF COMMUNITY WATER SUPPLIES PARTNERSHIP AND AGRICULTURAL AREA DAMS PROGRAM

Shire of Chittering to move:

MOTION

That WALGA advocate to the Commonwealth Government and Western Australian Government to renew, continue, and expand rural water security funding from 2027-28 onwards, including the Community Water Supplies Partnership (CWSP) and Agricultural Area Dams (AA Dams) Programs Funding, and any successor program that preserves these outcomes, to:

1. **support emergency water infrastructure, firefighting water supplies, farm and livestock emergency water, agricultural water resilience, agricultural area dams, townsite non-potable supplies, public amenity and reduced reliance on potable scheme water;**
2. **maintain dedicated eligibility for Local Governments and Regional Organisations of Councils that coordinate shared rural water infrastructure outcomes;**
3. **increase the funding pool to reflect demonstrated demand, cost escalation and the number of eligible Local Governments across regional Western Australia;**
4. **retain co-contribution flexibility, including cash and in-kind contributions, so smaller Councils can participate;**
5. **provide a forward funding pipeline that allows Councils to plan, obtain approvals, consult communities, programme co-contributions and deliver works before drought or bushfire conditions become emergencies; and**
6. **engage the Rural Water Council, WALGA, Regional Development Commissions and eligible Local Governments in the design of the next funding phase.**

IN BRIEF

- The updated advocacy position seeks continuation of the Community Water Supplies Partnership (CWSP) and Agricultural Area Dams (AA Dams) funding streams, and related rural water infrastructure funding beyond 2026-27.
- The Rural Water Council and its member Local Governments seek a renewed, multi-year Commonwealth and Western Australian Government funding commitment from 2027-28 onwards.
- CWSP and AA Dams should be treated as complementary streams: CWSP supports local non-potable community water supply projects, while AA support strategic agricultural area water infrastructure.
- The Rural Water Council discussed the matter at its meeting held on 10 July 2026 at Cunderdin and recorded support for coordinated advocacy beyond 2026-27, supported by the Shire of Chittering.
- The motion is broader than a single program title and protects the practical outcomes: firefighting water, farm and livestock resilience, strategic agricultural water infrastructure, local water planning, community water supply points, dam and catchment works and reduced reliance on scheme water.

MEMBER COMMENT

Purpose and sector position

This motion seeks WALGA support for coordinated advocacy for continuation and expansion of the Community Water Supplies Partnership (CWSP) and Agricultural Area Dams (AA Dams) funding streams, and related rural water security funding beyond 2026-27. The Rural Water Council and its member Local Governments seek a renewed, multi-year Commonwealth and Western Australian Government commitment from 2027-28 onwards.

The position is advanced on behalf of the Rural Water Council and its members, recognising that eligible Local Governments across Western Australia rely on these funding streams to deliver practical water infrastructure for rural communities, volunteer emergency response, agricultural areas and public assets. The matter was discussed at the Rural Water Council meeting held on 10 July 2026 at Cunderdin, where continuation beyond 2026-27 and coordinated advocacy by the Rural Water Council and its member Local Governments were supported.

Why CWSP and AA Dams must be included together

CWSP and AA Dams should be treated as complementary programs. Available Commonwealth material identifies CWSP and AA Dams as separate components of the broader Western Australia Water Infrastructure for Sustainable and Efficient Regions package. CWSP develops local non-potable community water supplies, while AA Dams support infrastructure such as pipework, tanks and pumps to increase resilience and water security in farming communities in dryland agricultural regions.

Limiting advocacy to CWSP alone risks excluding strategic agricultural area infrastructure that supports farming districts and emergency livestock water needs. The advocacy should therefore seek continuation of both named streams and any successor rural water infrastructure program, so the Council's position protects the outcomes rather than only one program title.

How the funding streams work together

Funding stream	Explicit focus from available sources	Advocacy relevance
CWSP	Develops new and improved non-potable community water supplies in priority farming areas, including emergency livestock and firefighting needs, townsite amenity and reduced scheme water use.	Retain and expand the Local Government-facing program that has delivered practical community water projects across WA.
AA Dams	Constructs infrastructure such as pipework, tanks and pumps to increase resilience and water security in dryland farming communities; the Connections package also refers to increased dam storage capacity in priority areas.	Include this stream expressly so strategic agricultural water infrastructure remains part of the post-2026-27 funding ask.

Successor rural water infrastructure programs	Any future funding arrangement that continues non-potable water availability, drought resilience, agricultural water security and emergency water access.	Advocate for continuity of outcomes even if government restructures program names or funding streams.

Why this matters for Western Australia

Western Australia needs decentralised rural water infrastructure because regional communities are dispersed, climate conditions are variable and many towns and farming areas sit outside dense reticulated water networks. Water security supports emergency management, public open space, local roads, recreation reserves, agriculture, livestock welfare, townsite amenity and climate adaptation.

The supporting paper records that more than 90 per cent of Western Australia is bushfire prone and that mains water supply and pressure cannot be guaranteed during bushfire events. It also records that water security and resilience in a drying climate are critical to enabling agriculture and sustaining regional communities.

A few examples demonstrating the combined case

Program / example	Works described	Stated or carefully framed impact
AA Dams statewide priority dams	Increased storage capacity of dams in priority areas.	Provided more reliable agricultural and emergency livestock drinking water sources.
Mukinbudin siding tanks	Smaller-scale project delivered as part of AA Dams.	Part of the package intended to increase resilience and water security in dryland farming communities.
Wagin Airport tanks with swipecard	Tanks with swipecard access at Wagin Airport.	Controlled access supports managed access to emergency/community water infrastructure.
Westonia 1930s community water tank	Community water tank repaired and fitted with floating tiles.	Floating tiles were installed to reduce evaporation.
Cranbrook Dam catchment improvement	Replacement of degraded bitumen in Cranbrook Dam 1 catchment.	Increased the volume of water in the dam by up to 15 ML each year for agricultural and primary industry use.
Katanning to Kojonup pipeline enhancement	Replacement of existing pipeline sections between Katanning and Kojonup.	Increased water reliability and supply to farms in the region.

Shire of Chittering Sandown Park	Bore, pump controls, 100kL firefighting tank, 10kL amenity/irrigation tank and upgrades.	Improves water security and supports emergency response.
Wheatbelt East ROC	Long-term water strategies for seven member Shires.	Supports strategic investment in water infrastructure and drought resilience across the Wheatbelt.

These examples show that rural water funding is not a narrow grant activity. Across CWSP and AA Dams, funded or referenced works include tanks, bores, pipelines, pump systems, catchment repairs, dam storage improvements, telemetry, standpipes, water carts, evaporation reduction measures and strategic water planning.

Recommended combined advocacy position
WALGA should support advocacy by the Rural Water Council and its members for continuation and expansion of the CWSP and AA Dams funding streams, and any successor rural water infrastructure funding streams beyond 2026-27. The request should focus on continuity of practical outcomes: firefighting water, agricultural area dams, tanks, pipework, pumps, bores, catchments, water carts, community water points, monitoring systems, local water strategies and non-potable water networks.

Specific requests to Government

- Commit to a renewed multi-year funding program from 2027-28 onwards for the CWSP and AA Dams projects, or a successor program that preserves these outcomes.
- Maintain dedicated eligibility for Local Governments and Regional Organisations of Councils that coordinate shared rural water infrastructure outcomes.
- Recognise agricultural area water infrastructure as a core resilience need, alongside emergency firefighting water, farm and livestock water, public amenity and reduced reliance on scheme water.
- Increase the funding pool to reflect demand, cost escalation and the number of eligible Local Governments across regional Western Australia.
- Retain co-contribution flexibility, including cash and in-kind contributions, so smaller Councils can participate.
- Engage the Rural Water Council, WALGA, Regional Development Commissions and eligible Local Governments in the design of the next funding phase.

<u>Conclusion</u>
CWSP and AA Dams are complementary rural water security mechanisms. Together they support Local Government delivery, farming community resilience, strategic water infrastructure and practical preparedness for drought and bushfire conditions. The current funding commitment should not expire without a successor program that preserves both CWSP-style local projects and AA Dams-style strategic infrastructure.

SECRETARIAT COMMENT

The Rural Water Council position and advocacy is strongly aligned with WALGA's new Water Management Advocacy Position 4.8 (endorsed by State Council in May 2026):

1. *Access to consistent, reliable and adequate water supplies is critical for Local Government operations, emergency response, community health, amenity, environmental sustainability and economic activity.*
2. *WALGA is calling on the State Government to:*
   a. *Modernise water management legislation and regulation, including:*
      i. *undertaking a review of the water licensing and allocation system to ensure equitable access and prioritise high value community use including for public open space*
      ii. *developing a state-wide framework for integrated regional and catchment-scale water planning.*
   b. *Protect and adequately, sustainably and equitably fund critical water infrastructure for Local Government, including:*
      i. *drainage and irrigation upgrades;*
      ii. *alternative water sources (recycled and reused water, stormwater harvesting, desalination and groundwater replenishment) and disused water asset transfer*
      iii. *small-scale sewerage infrastructure headworks and infill sewerage.*
   c. *Expand the Waterwise Council Program statewide and provide:*
      i. *increased support and resources to assist Local Government in delivering water efficiency measures*
      ii. *incentives for Local Governments to undertake water efficiency initiatives.*
   d. *Improve water data access and capability for Local Governments to ensure evidence-based decision making.*
   e. *Provide effective leadership, guidance, education and enforcement to address the impacts of stormwater runoff.*

The Rural Water Council position and WALGA's Advocacy Position call for improved water security, climate resilience, emergency preparedness and recognition of Local Government as a key water infrastructure delivery partner.

WALGA's Advocacy Position provides the strategic framework, with the CWSP and APP Dams being one funding mechanism and on-ground delivery model to achieve those outcomes. Continued Australian and State Government investment in these types of programs would directly support advocacy priorities while delivering tangible benefits for regional communities, agriculture, emergency services and Local Government operations across Western Australia.

7.4 ADVOCACY FOR REFORMS TO ASPECTS OF THE STATE UNDERGROUND POWER PROJECTS CURRENTLY FACILITATED THROUGH THE LOCAL GOVERNMENT SECTOR

Town of Bassendean to move:

MOTION

That WALGA:

1. **Undertake a review of the State Government's Underground Power Programs to identify and advocate for the removal of inequities affecting Local Governments, with particular consideration of:**
   a. **Funding arrangements, including the requirement for Local Governments to make full project payments to Western Power during the construction phase while, in many cases, Local Governments provide extended repayment arrangements to affected property owners over a number of years;**
   b. **Legislative reform, including advocacy for amendments to the relevant legislation to enable Western Power to recover the costs of underground power projects directly from electricity consumers, rather than requiring Local Governments to act as the funding intermediary;**
   c. **Renewal liabilities, including the appropriateness or fairness of Western Power requiring Local Governments and their ratepayers to contribute financially to the renewal or replacement of Western Power owned underground electricity infrastructure that forms part of the broader electricity network and pre-exists throughout entire streets or localities.**
2. **Provide all Local Governments with a summary of the review findings and invite feedback on the issues identified and any proposed reforms.**
3. **Following consideration of that feedback, prepare a report for presentation to the WALGA Zones, including recommendations for advocacy to the State Government on any proposed legislative, policy or funding reforms arising from the review.**

IN BRIEF

- The current Targeted Underground Power Program (TUPP) Guidelines do not address the renewal of ageing underground power assets.
- The Town of Bassendean may be among the first Local Governments to face a requirement from Western Power to fund the renewal of state-owned, street-wide underground power infrastructure that is now approximately forty years old.
- This creates a complex landscape for Local Governments to navigate in respect to Western Power Underground Power Projects, and as such it is timely for a comprehensive review.

MEMBER COMMENT

<u>Reasons</u>

The Targeted Underground Power Program (TUPP) offers significant benefits, but the guidelines also create a number of challenges and risks for Councils arising from the responsibilities Councils must assume including the following key considerations:

Funding Model
Western Power requires councils to pay their full financial contribution for the project during construction phase. However, to make the cost more affordable for residents, Councils usually enable property owners to repay their share over a number of years.

This means Councils often borrow funds to meet Western Power's upfront payment schedule and then recover those costs from residents over time.

As an instrument of the State Government, this financial arrangement creates a funding gap for Councils where they must secure long-term borrowings to meet Western Power's upfront payment schedule while carrying the associated debt, interest costs and financial risk until all repayments are fully recovered from affected residents. This can impact Council borrowing capacity, cash flow, debt ratios and the ability to fund other capital projects, making participation in underground power programs a significant financial commitment.

Question: Should Western Power engage with residents to give effect to direct billing for underground power costs via electricity invoices?

The following issues pose significant strategic concerns for Councils that are not fully resolved in the current TUPP Guidelines.

Long-Term Asset Renewal
Underground cables have a long but finite life of around 40–60 years. Eventually they require replacement.

The current TUPP Guidelines do not address the renewal of ageing underground power assets. The Town of Bassendean may be among the first Local Governments to face a requirement from Western Power to fund the renewal of state-owned, street-wide underground power infrastructure that is now approximately forty years old.

Clarification is needed as to whether residents of housing estates developed with underground power are protected from future requirements to contribute to the renewal of ageing, state-owned underground infrastructure.

It should also be recognised that every Western Power underground project area has an interface, or "edge", where underground distribution infrastructure connects to the overhead network. This interface will continue to exist even if the entire metropolitan distribution network is eventually placed underground, as high-voltage transmission infrastructure will remain overhead.

The review proposed by this motion should therefore examine whether it is appropriate and equitable for Western Power to require Local Governments to contribute to the renewal of ageing street-wide or area-wide state-owned underground power assets that were originally installed as part of residential housing estate developments.

Full Electricity Network Costs are not Widely Understood
In general, there is limited public awareness that all aspects of the electricity network, including underground programs, are not funded through electricity charges.

As most large-scale underground power programs in Western Australia are only 20 to 30 years old, there is little local experience with the wholesale replacement of ageing residential underground power networks. Consequently, Councils and communities have limited understanding of the potential long-term financial liabilities associated with these assets.

Regulatory Risk

Western Power's maintenance and replacement expenditure is approved by the Economic Regulation Authority. However, there remains a disconnect between public expectations and current funding arrangements, with many assuming that the renewal of ageing underground power infrastructure would be fully funded by Western Power and the State. The TUPP Guidelines provide little clarity on this issue, creating a degree of uncertainty about future funding responsibilities.

Additional demands placed on Councils via Western Power Underground Power Programs:

- Councils become the public face of the project, particularly when residents object to paying contributions or experience construction disruption. Even though Councils are simply funding partners, residents may perceive the project as "the Council's project."
- Because projects are selected according to Western Power's network asset condition, some communities may receive underground power earlier than others. Councils may be put under pressure to explain why:
  - one suburb receives underground power whilst another nearby suburb does not; and
  - similar ratepayers contribute differently depending on project timing, for infrastructure that the Council does not own or manage.
- Councils are responsible for determining community support and undertaking engagement before projects proceed, requiring staff time and resources. The level of engagement with the community may actually increase during the Western Power Underground Project particularly if there are project disruptions or implementation issues.
- Western Power selects areas primarily based on network renewal needs rather than Council priorities. Western Power determines the project boundary, delivery timeline, costings, street lighting plans etc. Councils have little influence in determining TUPP programs and outcomes.
- Elected Members must formally approve participation, making Councils accountable for the decision regardless of later project issues.
- A significant implication is that if a Council rejects a TUPP offer:
  - Western Power generally replaces the old poles with new overhead poles and infrastructure; and
  - the area may therefore not receive another undergrounding opportunity for decades. This creates pressure on Councils because declining a Western Power TUPP project may effectively close the opportunity for a generation.

All of the above issues create a complex landscape for Local Governments to navigate in respect to Western Power Underground Power Projects, and as such it is timely for a comprehensive review.

SECRETARIAT COMMENT

WALGA's Underground Power Advocacy Position 5.7 articulates that the Local Government sector supports the further continuation of cooperative arrangements to replace the overhead electricity distribution network by undergrounding power. Furthermore, the Position reiterates the Local Government sector's support for new approaches to identifying and prioritising areas for investment and for the establishment of a targeted funding mechanism to assist property owners that would suffer disadvantage as a result of needing to contribute to the cost of undergrounding the power distribution network.

Providing underground power has several benefits for Local Government:

- more reliable power supply;
- greater public safety (less opportunity for contact with liver power lines; optimised street lighting design);
- improved visual amenity of streetscapes;
- potential for greater tree canopy cover;
- reduced vegetation management costs; and
- elimination of pole-top fire risks, among others.

The Targeted Underground Power Program (TUPP) is the current cooperative arrangement between State Government, Local Governments, and Western Power and sets out the conditions under which projects to transition overhead electricity distribution infrastructure to underground can be initiated, agreed on, and progressed to completion. Maintenance projects related to underground power infrastructure are not included in the TUPP Program.

Western Power has an obligation to build and maintain its existing infrastructure, while homeowners are obligated to maintain private power infrastructure from the street connection to the home.

As TUPP projects are funded in part by the Local Government, Local Governments may wish to retain control of project funding recoup measures to reduce the transferral of administration costs to ratepayers and apply these measures in various ways to reduce the cost burden on ratepayers. Neither the template Co-Funding Agreement between Western Power and the Local Government nor the TUPP Guidelines prescribe how Local Government recovers the costs from property owners.

Additionally, Local Governments may wish to play a coordination role in the rollout of TUPP projects, particularly in relation to construction and excavation activities on Local Government infrastructure assets. Local Governments also retain the opportunity to negotiate around streetlighting, as funding partners in a TUPP project.

7.5 STATE ASSISTANCE GRANTS FOR WESTERN AUSTRALIA

Shire of Chittering to move:

MOTION

That WALGA advocate to the State Government to establish an annual, untied State Assistance Grant for Western Australian Local Governments that:

1. **funds the annual unfunded gap between the Western Australian Local Government Grants Commission assessed equalisation need and the Commonwealth Financial Assistance Grants allocation;**
2. **is distributed using the existing Financial Assistance Grants equalisation methodology;**
3. **is indexed annually to reflect growth in costs, service pressures and asset renewal needs; and**
4. **supports Local Governments, particularly regional, rural and remote Local Governments, to maintain essential local services and place-based outcomes for their communities.**

IN BRIEF

- The Commonwealth Financial Assistance Grants (FA Grant) framework provides a recognised needs-based equalisation methodology for Local Government funding.
- In Western Australia, the Western Australian Local Government Grants Commission assesses Local Government expenditure need and revenue-raising capacity under that framework.
- The supporting paper identifies a total assessed need of $334,062,579.94 and Commonwealth FA Grant funding of $277,409,615, leaving an unfunded gap of $56,656,464.98.
- The proposed State Assistance Grant would not replace or duplicate FA Grants; it would complete the existing funding model by meeting the residual assessed gap.
- An untied, indexed State Assistance Grant distributed through the existing equalisation framework is a simple, transparent and fair way to strengthen Local Government financial sustainability.

MEMBER COMMENT

Background and purpose

Local Governments in rural and regional Western Australia are increasingly underpinning services and community supports beyond the historic Local Government remit. This occurs in the context of persistent cost shifting, thin local service markets, limited direct State presence in many communities, and increasing expectations that Local Governments will help keep communities functioning when other systems fall short.

The proposal is for WALGA to advocate for a State Assistance Grant that complements the existing Commonwealth Financial Assistance Grants (FA Grant) system. It does not create a competing formula, replace FA Grants, or seek to redesign the Commonwealth framework. Rather, it asks the State to fund the remaining assessed gap that is already identified through the existing equalisation architecture.

Funding gap
The attached State Assistance Grants Advocacy Paper identifies the following current funding position for Western Australian Local Governments:

Measure	Amount / Position
Total assessed need (WA Local Governments)	$334,062,579.94
Commonwealth FA Grant funding	$277,409,615.00
Commonwealth share of assessed need	79.26%
Unfunded gap	$56,656,464.98
Minimum grant Local Governments	34
Proposed State Assistance Grant pool	$56,656,464.98

Source: Local Government Grants Commission, as cited in the attached Advocacy Paper.

Why this matters to the wider membership
The issue is not confined to one Local Government. The gap in assessed funding need affects the financial capacity of Local Governments across Western Australia, and it falls most heavily on non-minimum grant Local Governments, including many Band 3 and Band 4 rural and remote Local Governments with small and dispersed populations, large service catchments, limited rate bases, weaker economies of scale and higher operating costs. Overall, 103 Local Governments in Western Australia are non-minimum grant Local Governments, meaning State Assistance Grants will apply to all 103 in filling the gap between the FA Grants and the assessed funding need.

Service pressures
Local Governments are increasingly expected to support or enable services that communities regard as essential, including health access support, environmental health and workforce facilitation, key worker housing support, emergency coordination and recovery, libraries and community learning, local freight and economic infrastructure, energy transition coordination, major land use pressures, regulatory compliance and exceptional utility-related support where continuity of service is critical.

These pressures do not generally remove formal responsibilities from other levels of government. However, they create practical and operational costs for Local Governments, particularly where communities expect a local response and where Government, market or service-provider presence is limited.

Consequences without reform
Without reform, Local Governments will face increasing pressure to reduce or withdraw non-core but essential services, defer asset renewal, reduce flexibility within annual budgets and limit their ability to co-fund priorities. This creates financial risk for Local Governments and weakens the delivery of State and Commonwealth priorities in regional areas, where Local Governments are critical place-based delivery partners.

Recommended model
The State Assistance Grant should be established as an untied annual pool equal to the difference between the Western Australian Local Government Grants Commission (WALGGC) assessed equalisation need and the Commonwealth FA Grants allocation.

The pool should be distributed using the same general equalisation methodology that underpins FA Grants and indexed annually to reflect growth in costs and asset pressures. This approach uses the existing needs assessment architecture, avoids a new discretionary grants formula, and provides a transparent pathway to improve Local Government financial sustainability.

ATTACHMENT

- State Assistance Grants Advocacy Paper

SECRETARIAT COMMENT

By virtue of their small ratepayer base, many regional Local Governments rely on external funding to deliver core services. Over time, the sector has seen increased demands on resources coupled with a reduction in untied funding through the Federal Assistance Grants. These funding gaps negatively impact ability to carry out key functions and urgently need to be addressed.

ALGA has been advocating for the Financial Assistance Grants to be returned to 1% of Commonwealth taxation revenue, solving the funding shortfall in a more consistent way than developing a new State-based untied funding program. WALGA has also been advocating to the Australian Government for additional ongoing, formula-based, targeted funding to support Local Governments to deliver on community needs.

The State Budget represents an opportunity to supplement Australian Government funding for Local Government with program-based State funding. WALGA is currently preparing its 2027-28 State Budget Submission which will seek funding for a number of priority initiatives for the sector.

7.6 MANDATORY NABERS RATINGS FOR APARTMENT BUILDINGS

City of Perth to move:

MOTION

That WALGA calls on the Australian Government to:

1. **Extend the mandates under the Commercial Building Disclosure (CBD) program to residential apartment buildings, making NABERS ratings mandatory for apartment buildings in a manner similar to requirements for commercial properties.**
2. **To support widespread uptake and reduce barriers for building owners and managers, direct NABERS to waive all submission and assessment fees for apartment building ratings for the next five years.**
3. **Amend relevant legislation to require NABERS ratings to be disclosed in all rental and sale advertisements for apartments, ensuring prospective tenants and buyers have access to transparent energy efficiency information.**

IN BRIEF

- Mandatory NABERS ratings for apartment buildings would extend a proven energy performance framework to the residential sector.
- Disclosure requirements would provide transparency for apartment buyers and renters while incentivising building efficiency improvements.
- A five-year fee waiver would support broad uptake and reduce implementation barriers for building owners and strata managers.
- The proposal would contribute to emissions reduction, lower utility costs and support Australia's transition to a more sustainable built environment.

MEMBER COMMENT

Background

The Commercial Building Disclosure (CBD) program, administered under the *Building Energy Efficiency Disclosure Act 2010*, mandates NABERS Energy ratings for commercial office buildings over 1,000 square metres when sold or leased, promoting transparency and energy efficiency in the built environment. NABERS (National Australian Built Environment Rating System) provides a proven framework for assessing and improving the environmental performance of buildings. While NABERS ratings are currently available for apartment buildings[1] they remain voluntary for residential properties. Extending CBD-style mandates to residential apartments would drive sustainability, reduce energy costs for residents, and align with national climate goals by encouraging efficient building practices across sectors.

Purpose

Extending mandatory NABERS ratings to residential apartment buildings under a framework similar to the CBD program for commercial properties delivers multifaceted benefits across environmental, economic, and social dimensions. These ratings target

[1] https://www.nabers.gov.au/apartment-buildings

shared services and common areas (e.g., lifts, lobbies, pools, and lighting), which can constitute up to 60% of a building's total energy consumption. By mandating ratings and requiring their disclosure in all rental and sale advertisements, the policy enhances transparency, incentivises efficiency upgrades, and supports Australia's sustainability agenda, including the push toward net-zero emissions in the built environment.

<u>Environmental Benefits</u>
Mandatory NABERS ratings would measure and minimise energy and water usage in apartment buildings, directly contributing to reduced greenhouse gas emissions. The buildings sector accounts for approximately half of Australia's energy consumption and nearly a quarter of its emissions, making residential efficiency improvements essential for achieving national climate targets like net-zero by 2050. NABERS serves as a reliable benchmark for continuous performance monitoring, facilitating targeted reductions in resource use and fostering a healthier environment.

For example, it tackles high-impact elements such as gas-powered hot water systems via stakeholder engagement and feasible upgrades, aligning with broader efforts to decarbonise buildings. This initiative bolsters local climate action by enabling Councils to integrate NABERS data into community-level sustainability plans, such as retrofitting programs that address urban heat islands and promote renewable energy adoption at the grassroots level. Nationally, it accelerates the energy transition by scaling up proven tools like NABERS, which have already driven significant emissions reductions in commercial sectors and now extend to support embodied carbon assessments for cleaner, more sustainable construction.

<u>Economic Benefits</u>
Building owners and strata managers stand to cut energy and water expenses by up to 30-42%, as NABERS identifies inefficiencies in common areas where utilities often consume 25% of costs. Elevated NABERS scores enhance property appeal and value, providing a market advantage and fostering long-term asset appreciation in an eco-conscious real estate landscape. The proposed five-year fee waiver for submissions lowers entry barriers, yielding substantial net economic returns through simple upgrades like LED lighting and automated systems.

Moreover, this validated performance data streamlines sustainability reporting for investors, unlocking access to green financing and insurance incentives. Critically, these savings directly alleviate cost-of-living pressures for residents by reducing shared utility costs passed onto households, with potential annual bill reductions of hundreds of dollars per unit amid rising energy prices. On a national scale, NABERS has already generated nearly $2 billion in consumer savings through efficiency gains, positioning the program as a key driver in the energy transition toward affordable, low-carbon infrastructure.

<u>Social and Community Benefits</u>
With about 80% of prospective buyers and renters prioritising environmental performance data, mandatory disclosure in advertisements empowers informed choices, helping individuals select energy-efficient homes that lower personal energy bills and enhance living standards. This transparency raises resident awareness of building efficiency, encouraging behaviours like energy conservation and participation in strata-led initiatives, without intruding on individual unit assessments. Ratings elevate a building's reputation as a sustainability frontrunner, increasing resident satisfaction and community pride in eco-friendly living.

Overall, the program cultivates transparency, bolsters investor trust, and harmonises with growing green preferences, making apartments more desirable in a market that rewards sustainability. By heightening awareness, it empowers residents to advocate for local climate actions, such as Council-supported solar installations or waste reduction programs, fostering a grassroots culture of environmental stewardship.

Local Government's Role

Local Governments are ideally positioned to drive this program's success at the grassroots level, bridging federal mandates with community needs through their roles in planning, enforcement, and incentives. Local Governments may ensure equitable rollout of the proposed measures mandated by federal support and help addressing performance gaps.

Local Governments may also offer localised support, such as workshops for strata managers, coordinate subsidies during the fee-waiver period, and data-sharing platforms to track progress. This coordination amplifies national energy transition efforts by enabling place-based innovations, like net-zero precincts, while empowering residents through education campaigns that link building efficiency to everyday cost savings and climate resilience.

SECRETARIAT COMMENT

WALGA acknowledges the role that building performance disclosure programs can play in improving energy efficiency, reducing emissions and assisting consumers to make more informed purchasing and rental decisions. The NABERS framework is well established within the commercial property sector and has demonstrated value in providing a nationally consistent method for measuring and benchmarking building performance.

The intent of this motion aligns with broader Australian and State Government objectives to improve the energy performance of the built environment. Increased transparency regarding apartment building energy performance may encourage investment in building upgrades, support operating cost reductions and provide market-based incentives for improved sustainability outcomes.

WALGA notes that the Australian Government is already considering future expansion of building energy disclosure arrangements through the Commercial Building Disclosure (CBD) Expansion Roadmap and the Home Energy Ratings Disclosure Framework. These initiatives include investigation of energy performance disclosure mechanisms for residential buildings and consideration of the role of NABERS ratings for Class 2 apartment buildings. The Australian Government has also indicated that no immediate changes to the CBD program are proposed while further stakeholder consultation and policy development occurs.

The proposal raises a number of implementation considerations, including the regulatory and administrative burden on strata companies and apartment owners, the appropriateness of mandating disclosure for existing buildings, and the costs associated with undertaking and maintaining ratings. While the proposed five-year fee waiver would seek to address some of these barriers, any expansion of mandatory disclosure requirements would require detailed assessment of costs, benefits and potential impacts across different apartment building typologies and ownership structures.

7.7 FUNDING SUPPORT FOR NATIVE TITLE, ILUA AND TRADITIONAL OWNER ENGAGEMENT COSTS

Shire of Dundas to move:

MOTION

That WALGA:

1. **Advocate to the Western Australian and Australian Governments for the establishment of a dedicated funding program to support Local Governments with the costs associated with:**
   a. **Native Title negotiations;**
   b. **Indigenous Land Use Agreements (ILUAs);**
   c. **Aboriginal Cultural Heritage consultation;**
   d. **Traditional Owner engagement;**
   e. **Heritage, anthropological and cultural assessments; and**
   f. **Agreement implementation and monitoring.**
2. **Seek recognition that Native Title and Traditional Owner engagement requirements are increasingly necessary to deliver housing, infrastructure, emergency management, renewable energy, land tenure and economic development projects, and should not be funded solely from Local Government rate revenue.**
3. **Request that any future funding program prioritise regional, rural and remote Local Governments with:**
   b. **large geographic areas;**
   c. **significant Crown land holdings;**
   d. **extensive Native Title interests; and**
   e. **limited rate bases.**

IN BRIEF

- Remote Local Governments are increasingly required to undertake Native Title and Traditional Owner engagement to deliver essential projects.
- No dedicated State or Commonwealth funding exists to assist Local Governments with these costs.
- Current arrangements result in significant cost shifting from other levels of government to Local Government.
- Unfunded engagement requirements delay housing, infrastructure, emergency management and economic development projects.
- A dedicated funding program would improve outcomes for Traditional Owners, Local Governments and regional communities.

MEMBER COMMENT

Across Western Australia, Local Governments are increasingly wanting to engage with Native Title holders and Traditional Owners as part of delivering community infrastructure, housing, economic development, emergency management and land tenure projects.

While Local Governments support meaningful engagement and recognise the importance of Traditional Owner participation in decision-making processes, there is currently no dedicated State or Commonwealth funding mechanism available to assist Local Governments with the associated costs. These costs commonly include:

- legal advice and representation;
- Indigenous Land Use Agreement negotiations;
- anthropological and heritage assessments;
- cultural heritage investigations;
- authorisation meetings;
- Traditional Owner consultation and participation costs;
- travel and accommodation; and
- agreement implementation and monitoring.

For many remote Local Governments, a single project requiring Native Title resolution can incur costs of tens of thousands of dollars before any physical works commence.

The impact is particularly significant for remote and regional Local Governments that:
- manage large geographic areas;
- have small populations and limited rate bases;
- contain extensive Crown land holdings;
- are required to facilitate State and Commonwealth policy outcomes; and
- have significant Native Title and Traditional Owner engagement obligations.

The absence of dedicated funding creates a significant cost-shifting burden and can lead to:
- delays to housing projects;
- delays to airport, road and utility infrastructure;
- delays to emergency management initiatives;
- increased project costs;
- reduced investment certainty; and
- pressure on Local Government operating budgets.

This issue is becoming increasingly significant as governments seek to accelerate housing delivery, renewable energy projects, economic development initiatives and Closing the Gap commitments. Local Governments are expected to facilitate these outcomes but are not provided with funding to undertake the associated engagement processes.

A dedicated funding program would:
- reduce cost shifting to Local Government;
- support meaningful Traditional Owner participation;
- improve project certainty;
- accelerate housing and infrastructure delivery;
- support regional economic development;
- strengthen relationships between Local Governments and Traditional Owners; and
- assist in achieving broader State and Commonwealth policy objectives.

Accordingly, WALGA is requested to advocate for a jointly funded State and Commonwealth program that recognises Native Title and Traditional Owner engagement as a shared public responsibility rather than an unfunded Local Government obligation.

SECRETARIAT COMMENT

WA Local Governments may need to comply with requirements under the *Native Title Act 1993 (Cth)* and *Aboriginal Heritage Act 1972 (WA)* where proposed activities may affect native title rights and interests or impact or harm Aboriginal cultural heritage. The applicable requirements vary depending on the activity, land tenure and context, and may include notification, consultation, opportunities to comment and/or approval processes and, in some native title future act matters, negotiation in good faith with a view to reaching agreement with native title parties. Positive relationships with Traditional Owners, cultural knowledge holders and native title parties can assist Local Governments to understand and meet their statutory obligations.

There is currently no dedicated Australian or State Government funding to support Local Governments' costs in relation to native title and Aboriginal heritage agreement-making. However, the State Government's Aboriginal Heritage Survey Program to fund Aboriginal heritage surveys on unsurveyed or high-priority areas of the State is open to a range of proponents, including Local Governments.

In 2025, the WA Government commissioned the National Native Title Tribunal (NNTT) to conduct a Review of Native Title and Aboriginal Heritage Processes (the Review). The Review report and Government response to recommendations were tabled in Parliament on 9 June 2026. While the scope and consultation for the Review focused on the mining industry, WALGA engaged with the Review lead and NNTT Member Mr Glen Kelly, to highlight key challenges for Local Governments. The Review recommendations and Government's response provide opportunities for greater policy clarity, practice guidance and administrative efficiencies for all parties. There is also a commitment to increase and better coordinate support for Prescribed Bodies Corporate across State agencies, to increase their capacity to deal with increasing volumes of heritage and native title matters.

WALGA's Advocacy Position 3.1.4 Aboriginal Heritage Protection calls for the State Government to provide adequate resourcing to ensure all parties have the capacity, capability and resources to discharge their statutory obligations relating to Aboriginal heritage protection.

WALGA continues to support Members to understand and comply with their obligations relating to native title and Aboriginal heritage approval processes and best practice in Aboriginal engagement. More information is available on the WALGA website and Kolbang Yanginy, the reconciliation resource for Local Governments that WALGA partnered to develop. WALGA advocacy on this issue includes ongoing discussions with State Government to share the experiences and insights of the Local Government sector and advocating for outcomes that address the need to balance delivering essential services and development, while protecting Aboriginal rights and interests.

The WALGA Local Government Convention 2026 Program includes a session on native title and agreement making, which is intended to provide practical insights and guidance on how Local Governments can leverage opportunities for partnership and agreement-making to enable land activation and infrastructure development.

The Shire of Dundas motion and WALGA's ongoing advocacy align on the need for greater support for WA Local Governments to comply with native title and Aboriginal heritage obligations, while meeting the needs of their community for essential infrastructure and services.

7.8 SUPPORT FOR ALGA MOTION #92 – NATIONAL CLIMATE ADAPTION FUNDING

Town of East Fremantle, City of Vincent, Shire of Augusta Margaret River to move:

MOTION

That WALGA:

1. **Endorse Motion 92 included within The Business Papers of the 2026 Australian Local Government Association National General Assembly as provided below:**
   a. ***Acknowledge that the increasing costs of climate change — including disaster recovery from storms, floods, and bushfires, and community resilience building for heatwaves and sea-level rise — place an unsustainable financial burden on Local Government.***
   b. ***Recognise the inequity where Local Governments and communities bear these costs despite not being responsible for the 75% of climate pollution generated by major coal, oil, and gas corporations.***
   c. ***Establish a Parliamentary Inquiry into the adequacy of the 2025 National Adaptation Plan, specifically addressing the lack of additional funding for Local Governments to deliver mandated adaptation responses.***
   d. ***Ensure this Inquiry identifies concrete revenue sources to meet investment needs, including the implementation of taxes or levies on the coal, oil, and gas industries aligned with the climate damage their products cause.***
   e. ***Establish a National Climate Compensation Fund with a dedicated funding stream for Local Governments, commensurate with the scale of the financial risks identified in the 2025 National Climate Risk Assessment***
2. **Adopt Motion 92 as part of WALGA's federal advocacy program; and**
3. **Actively advocate, in partnership with the Australian Local Government Association, for:**
   a. **the establishment of a National Climate Compensation Fund with a dedicated funding stream for Local Governments; and**
   b. **the introduction of a Climate Pollution Levy on coal, oil and gas corporations.**

IN BRIEF

- The costs of climate disaster response and readiness confronting Local Governments are fast outpacing the willingness or capacity of State and Federal governments to finance the shortfall. A sustainable, dedicated funding stream must be found.
- Across Australia, Local Governments collectively own and manage billions of dollars in infrastructure threatened by climate-impacted events, including storms, floods, water damage, and bushfires.
- The motion seeks WALGA support for and advocacy of ALGA Motion 92 regarding climate adaptation funding and calling for increased Commonwealth funding support for Local Governments responding to climate change impacts.
- Existing constraints on Local Government revenue-raising mean Councils cannot address these increasing costs without significantly compromising other essential services.
- Climate disruption costs and adaptation/resilience requirements are escalating beyond the capacity of Local Governments to pay for them.

- A dedicated fund for Local Governments extends point 2(b) of WALGA's existing Climate Change Advocacy Position 4.1: "*ensure that Local Government has the funding, guidance and practical support required to meet increasing risk and expanded legislative requirements to plan for, mitigate and adapt to climate impacts*".
- This motion seeks a federally administered funding solution that relieves the burden currently falling on ratepayers. The specific mechanism — whether through adjustment of existing policy settings or a new funding measure — is a matter for the Federal Government to determine.

TOWN OF EAST FREMANTLE COMMENT

Motion 92 included within The Business Papers of the 2026 Australian Local Government Association National General Assembly called on the Australian Government to:

1. *Acknowledge that the increasing costs of climate change — including disaster recovery from storms, floods, and bushfires, and community resilience building for heatwaves and sea-level rise—place an unsustainable financial burden on local government.*
2. *Recognise the inequity where local governments and communities bear these costs despite not being responsible for the 75% of climate pollution generated by major coal, oil, and gas corporations.*
3. *Establish a Parliamentary Inquiry into the adequacy of the 2025 National Adaptation Plan, specifically addressing the lack of additional funding for local governments to deliver mandated adaptation responses.*
4. *Ensure this Inquiry identifies concrete revenue sources to meet investment needs, including the implementation of taxes or levies on the coal, oil, and gas industries aligned with the climate damage their products cause.*
5. *Establish a National Climate Compensation Fund with a dedicated funding stream for local governments, commensurate with the scale of the financial risks identified in the 2025 National Climate Risk Assessment*

This motion extends beyond advocacy for funding (and other support), as it explicitly references how this funding might be delivered, via a polluter-pays mechanism, and dedicated compensation fund at least in part contributed to by the coal, oil and gas industries.

The motion calls on the Federal Government to establish a Parliamentary Inquiry into the adequacy of the 2025 National Adaptation Plan, create a dedicated funding stream for Local Governments that matches the scale of financial risks identified in the 2025 National Climate Risk Assessment, and identify taxes or levies on the coal, oil and gas industries aligned with the damage their products cause to finance the fund.

Research shows that roughly 76% of Australia's climate pollution comes from burning coal, oil and gas[2], a sector which has seen exceptional 'super profits' in recent years, and which pays well below its share of levies and taxes. Across the sector, income tax averages just 5% of its reported $436 billion income, compared with the 30% corporate tax rate[3]. To 2024, $111 billion worth of royalty-free liquefied natural gas (LNG) was exported from WA,

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[2] Freeloaders, Oxfam Australia, April 2026

[3] Freeloaders: How gas corporates are paying little tax, Oxfam Australia, 30 April 2026

sacrificing at least $9.6 billion in revenue if royalties had been paid[4]. A polluter-pays mechanism is also supported by a majority of the Australian public - 70% of Australians support a mechanism to collect revenue from polluting industries[5].

Federal and State Governments are unwilling or unable to provide guaranteed long-term funding to meet the escalating climate change induced mitigation, adaption and resilience-building costs faced by Local Governments, or are even passing more costs of climate adaptation and mitigation onto other levels of government or residents[6][7]. The fossil fuel corporations, the major financial beneficiaries of climate disruption, contribute little to repairing the damage their products cause. A levy on fossil fuel products paid into a dedicated fund supporting Local Governments in climate adaptation and mitigation will bring costs and profits into better alignment.

CITY OF VINCENT COMMENT

Local Governments are legislatively obligated to address climate change through the *Local Government Act 1995*. Whilst there are sound policy reasons for all tiers of government to be a part of addressing this global challenge, for the Local Government sector the cost of both mitigating and adapting to the effects of climate change is rapidly outpacing the capacity to do so.

The National Adaptation Plan outlines that natural disasters cost the Australian economy $38 billion per year. Costs will continue to escalate as global warming increases and current Federal funding is not sufficient, stable or long-term to support this.

Unlike other tiers of government with greater capacity to raise revenue, Local Governments have finite resourcing to adequately fund this without impacting on the delivery of essential services or significantly increasing rates. This is neither fair nor sustainable.

Motion 92 was unanimously passed at the ALGA National General Assembly, highlighting the importance of this issue across all Local Governments whether inner-city, urban, rural or remote.

Local Governments collectively own and manage billions of dollars in infrastructure currently threatened by climate-impacted events, including storms, floods, water damage, and bushfires.

For Vincent, key local challenges in responding to the impacts of climate change include:

- Reducing urban heat and increasing tree canopy while responding to the ongoing impacts of Polyphagous Shot-Hole Borer and reducing rainfall.
- Responding to extreme weather events and flooding impacts by upgrading the City's ageing and at-capacity drainage network whilst simultaneously being the highest density Council in WA.

[4] Zero royalties charged on $111 billion in WA gas sales, The Australia Institute, 4 June 2024
[5] Pay up: Australians say it's time big polluters paid for the damage they do to the environment, The Australia Institute, 27 November 2024
[6] Queensland worse off under proposed disaster recovery funding changes, councils say, ABC News, 6 June 2026
[7] NSW proposes new property levy to support emergency services, Realtisan

A dedicated funding stream is essential for Local Governments to support climate change mitigation and adaptation responses without increasing the burden disproportionately to our communities.

The establishment of a Parliamentary Inquiry provides a way to identify opportunities for this to be delivered and is essential to shift the fiscal burden from ratepayers to the industries primarily responsible for inflicting climate-related damage.

Endorsement of this motion would give practical effect to WALGA's recently adopted Climate Change Advocacy Position. Specifically, to "*ensure that Local Government has the funding, guidance and practical support required to meet increasing risk and expanded legislative requirements to plan for, mitigate and adapt to climate impacts*".

The City values WALGA's continued leadership and looks forward to working collaboratively to secure the stable and long-term funding needed. This would enable Local Governments to respond to our legislative obligations and deliver local climate mitigation, resilience and adaptation measures for our communities.

SHIRE OF AUGUSTA MARGARET RIVER COMMENT

Right now, our communities are bearing the costs of dealing with the impacts of global warming. As a regional Local Government with an extensive coastline, the Shire is experiencing the effects of coastal impacts such as sea level rise, more severe storm events, and increased bushfire risk.

Local Governments, residents and local businesses are already bearing significant costs through rising insurance premiums, damage to community infrastructure, and disaster response and recovery efforts. While climate change has multiple causes, the extraction and use of coal, oil and gas remains a major contributor to global warming. Yet many of the costs of responding to these impacts continue to fall on local communities and future generations, rather than those who have profited most from fossil fuel production.

While climate change affects everyone, we are concerned that those experiencing the greatest impacts have often contributed the least to the problem. These costs are increasingly being borne by regional and local communities that have limited capacity to absorb them.

Communities across Australia are calling for coal, oil and gas corporations to contribute their fair share towards the costs of climate adaptation and recovery, helping ensure Local Governments have the resources needed to respond to climate impacts and build resilient, thriving communities.

SECRETARIAT COMMENT

This motion was passed at the ALGA National General Assembly (NGA), however ALGA NGA motions are not binding and will be considered by the ALGA Board. WALGA is a member of ALGA and will have input into the determination of action relating to the motion.

WALGA has undertaken extensive consultation on the Climate Change Advocacy Position which was adopted by State Council in July 2026. As noted in the commentary from Local Governments, the motion aligns with WALGA's Advocacy Position on Climate Change however goes into greater detail regarding the issue and resolution. WALGA is currently developing an advocacy plan to progress the outcomes in the recently adopted Advocacy Position and will work with ALGA and other Local Government Associations on these matters.

7.9 DELIVERING EQUITABLE NBN FIBRE UPGRADE PATHWAY FOR MULTI-DWELLING UNITS

City of Perth to move:

MOTION

That WALGA calls on the Australian Government to work with NBN Co to:

1. **Establish and publish a funded national upgrade pathway to Fibre to the Premises (FTTP) for all Multi-Dwelling Units (MDUs), including apartments, townhouses and older unit developments currently served by Fibre to the Building (FTTB).**
2. **Close the existing policy gap for MDUs by prioritising high-density urban housing within future FTTP rollout planning, recognising the significant proportion of capital-city residents who live in apartments and townhouses.**
3. **Provide dedicated funding and delivery mechanisms - including grants, co-investment and streamlined approvals - to address the additional cost and complexity of retrofitting fibre in older strata-titled buildings, ensuring residents are not disadvantaged by dwelling type.**
4. **Support Local Governments to work with strata bodies and NBN Co to streamline MDU upgrade delivery, including standardised strata engagement materials and access/approval processes for common property.**

IN BRIEF

- Residents of many apartment buildings, townhouses and other multi-dwelling developments remain excluded from NBN Co's funded Fibre to the Premises (FTTP) upgrade program and continue to rely on legacy Fibre to the Building (FTTB) infrastructure.
- Establishing a funded national FTTP upgrade pathway for multi-dwelling units would address a growing digital inequity affecting residents of high-density housing, particularly within capital cities.
- Dedicated funding, co-investment opportunities and streamlined delivery arrangements would help overcome the additional cost and complexity of upgrading older strata-titled buildings to full-fibre connections.
- Supporting Local Governments to work with strata bodies and NBN Co would facilitate more efficient upgrade delivery through streamlined approvals, access arrangements and standardised engagement processes.

MEMBER COMMENT

Background

People are increasingly concerned about a growing digital infrastructure inequity affecting residents of apartments, townhouses and older unit developments. Reliable high-speed broadband is now essential infrastructure, underpinning economic participation, remote work, education, telehealth and access to government services.

While the National Broadband Network (NBN) is transitioning toward a predominantly fibre-based network, a significant cohort of households – those living in Multi-Dwelling Units (MDUs) – remain reliant on legacy copper-based technologies due to historical infrastructure decisions.

The Australian Government and NBN Co have already set a clear direction of travel for the fixed-line network: move legacy copper areas to full fibre. NBN's "full fibre" upgrade program explicitly enables eligible premises on Fibre to the Node (FTTN) and Fibre to the Curb (FTTC) to upgrade to Fibre to the Premises (FTTP), and in January 2025 NBN Co announced a Government-backed investment package to upgrade the remaining FTTN footprint, enabling higher-speed services delivered mostly via FTTP.

However, this transition leaves out a major cohort: the Fibre to the Building/Basement (FTTB) footprint, which is dominated by apartment buildings and older unit developments. NBN's FY26 Annual Service Improvement Plan confirms that a full-fibre upgrade for the FTTB footprint is not currently planned, with only limited trials underway.

This exclusion disproportionately affects city residents. Apartments are a significant and growing share of Australia's housing stock, with more than 2.6 million people living in apartments nationally, including over 550,000 people in high-rise buildings. In capital cities, older apartments are disproportionately served by FTTB, FTTN or FTTC, and in many cases are either ineligible for existing FTTP upgrade programs or face unclear, complex and costly upgrade pathways.

Within the City of Perth, hundreds of inner-city apartments in precincts such as the CBD, East Perth, West Perth and Northbridge were connected via FTTB during earlier phases of the NBN rollout as recently as 2016 and now face capped speeds and reduced reliability compared with neighbouring dwellings that have access to full-fibre connections.

While NBN expects around 90% of the fixed-line network (approximately 10.3 million premises) to have access to near-gigabit wholesale speeds by December 2025, residents of many MDUs remain stuck on FTTB with no defined or funded pathway to FTTP.

Local Governments also have a practical role in removing on-the-ground barriers to fibre upgrades in strata buildings. Even where upgrades are available, MDUs can be delayed by complex owner-corporation decision-making and access arrangements across common property and multiple tenancies. Councils are well placed to support and convene strata communities so upgrades can proceed efficiently.

Accordingly, Local Governments should be supported to work with strata bodies, NBN Co and industry to streamline access and approvals, including standard engagement materials, model strata resolutions, clear access/works guidance for common property, and streamlined local approvals for low-impact telecommunications works.

Without a clear upgrade strategy, a growing number of urban households risk being left behind as the rest of the country transitions to world-class fibre connectivity, entrenching a digital divide based not on demand or location, but on dwelling type.

<u>Supporting Evidence</u>

1. NBN Co has stated that approximately 90% of the fixed-line footprint is targeted to be capable of gigabit speeds by 2025; however, the majority of Fibre to the Building (FTTB) connections are not currently included in this upgrade pathway.
2. Industry estimates indicate that more than 2 million apartments and townhouses are connected to the NBN nationally.
3. Australian Bureau of Statistics Census data indicates that over 500,000 Australians reside in high-rise apartment buildings (nine storeys or more), predominantly located in capital cities.

4. NBN FTTB services are typically limited to maximum download speeds of around 100 Mbps, compared with FTTP services capable of supporting download speeds up to 2,000 Mbps.
5. ACCC and industry reporting has identified a widening performance and reliability gap between fibre-based and copper-based NBN technologies, particularly during peak demand periods.

SECRETARIAT COMMENT

Current WALGA advocacy regarding the provision of high-speed internet is restricted to the Local Government sector's support for consistent and appropriate internet solutions including suitable pricing for rural, regional, and remote Western Australia (Advocacy Position 2.4.3).

The role of Local Government in relation to the National Broadband Network (NBN) is typically to support the planning and design of the network prior to the rollout of fibreoptic cable, and to work with NBN Co on community engagement. Much of the work to connect properties outside of the public realm is undertaken by NBN Co and the property owner, including strata properties. In particular, retrofitting existing buildings with new fibreoptic cable that does not require changes to infrastructure in the public realm may not involve Local Governments at all.

Whilst Local Governments may acknowledge the role of high-speed internet as beneficial to residents, the interface of the change from FTTB to FTTP with Local Government business may be limited.

9.4.2 Lease – Lot 1 Pithara East Road, Pithara*

Report Date	28 August 2026
Applicant	Shire of Dalwallinu
File Ref	LP/5 – Land Use Planning
Previous Meeting Reference	OCM 28 Feb 2017 (M8776)
Prepared by	Jean Knight, Chief Executive Officer
Supervised by	Jean Knight, Chief Executive Officer
Disclosure of interest	Nil
Voting Requirements	Simple Majority
Attachments	Lease

Purpose of Report

Council is requested to authorise the Shire President and Chief Executive Officer to sign and affix the Common Seal to the Deed of Renewal of Lease at Pithara between Amplitel Pty Ltd (Telstra) and the Shire of Dalwallinu.

Background

At the Ordinary Council Meeting held 28 February 2017, Council resolved the following:

'MOTION 8776

Moved Cr NW Mills

Seconded Cr KM McNeill

That Council authorise the Shire President and the Chief Executive Officer to sign and affix the Common Seal in relation to the Lease of Land between Telstra and the Shire of Dalwallinu for Lot 1 on Diagram 13289 being the whole of the land contained in Certificate of Title Volume 47 Folio 19A for a period of ten years commencing on 1 March 2017.

CARRIED 7/0'

Lot 1 Pithara East Road, Pithara

A 60m guyed mast with an equipment room located at the base of the structure was constructed on this site.

The current lease expires on 29 February 2027. The original lease granted the lessee two (2) options of renewal of five (5) years each. The lessee has exercised the option to renew the lease for a further term of five (5) years.

An email was received on 23 July 2026 from Faculti Lawyers, requesting that the draft Deed of Renewal of lease be reviewed. The lease was reviewed by Officers and Faculti Lawyers have now sent through copies for execution.

Legislative Implications
State
Local Government Act 1995 – Section 9.49A – Execution of documents

Policy Implications
Nil

Financial Implications
The lease fee is currently $3,047.59 ex GST per annum with an annual 2% increase during the term.

General Function Implications
Nil

Strategic Implications
Nil

Site Inspection
Site inspection undertaken. Not applicable

Sustainability & Climate Change Implications
Economic implications
There are no known significant economic implications associated with this proposal.

Social implications
There are no known significant social implications associated with this proposal.

Environmental implications
There are no known significant environmental implications associated with this proposal.

Officer Comment
This structure is vital to the provision of mobile phone service to the area.
There have been no issues with this lease since it's commencement and it is the Officer's recommendation to renew the lease for a further five (5) years.

Officer Recommendation/Council Resolution

MOTION 10612	
Moved	Cr DS Cream
Seconded	Cr JL Counsel

That Council authorise the Shire President and the Chief Executive Officer to sign and affix the Common Seal in relation to the Deed of Renewal of Lease of Land between Amplitel Pty Ltd (Telstra) and the Shire of Dalwallinu for Lot 1 on Diagram 13289 being the whole of the land contained in Certificate of Title Volume 47 Folio 19A for a period of five years commencing on 1 March 2027.

CARRIED 6/0

For:	President KL Carter, Deputy MM Harms, Cr JL Counsel, Cr DS Cream, Cr S Dawson, Cr S Hickleton
Against:	Nil

Faculti Lawyers

Deed of Renewal of Lease

Property: Lot 1 Pithara East Road, Pithara, Western Australia 6608, (Pithara (WA))

between

Shire of Dalwallinu
(**Lessor**)

and

Amplitel Pty Limited
ACN 648 133 073
(**Lessee**)

This Deed is made on 20

between	**Shire of Dalwallinu** of 58 Johnston Street, Dalwallinu, Western Australia 6609 (**Lessor**)
and	**Amplitel Pty Ltd** ACN 648 133 073 as trustee for the Towers Business Operating Trust of C/- JLL, 242 Exhibition Street, Melbourne, Victoria 3000 (**Lessee**)

Context

This Deed is made in the following context:

A The Lessor is the owner of the Land and the Original Lessee has been occupying the Premises and/or the Land as a site for its telecommunications facility under the Original Lease.

B By the Original Lease, the Premises were leased by the Lessor to the Original Lessee for the term commencing on 1 March 2017 and expiring at midnight on 28 February 2027 and subject to the terms and conditions contained in the Original Lease.

C Clause 5.4 and Item 11 of the Lease granted the Original Lessee two (2) options of renewal of five (5) years each.

D The Original Lessee assigned its interest in the Original Lease to the Lessee on the Assignment Date.

E The Lessee has exercised the option to renew the Lease for the further term commencing on 1 March 2027 on the terms and conditions of this Deed.

Arising from the exercise by the Lessee of the option for the further term described in the Context section of this Deed, the parties agree as follows:

1 Interpretation

1.1 Definitions

(a) Unless the contrary intention appears, a term in bold type has the meaning shown opposite:

Assignment Date means the midnight of 31 August 2021.

Deed means this deed and includes all schedules and attachments.

Effective Date means the Commencement Date of this Deed, being the date in Item 6 of Schedule 1.

Original Lease means an unregistered lease dated 19 April 2017, between the Lessor and the Original Lessee as subsequently renewed, extended, varied and assigned from time to time, a copy of which appears annexed to this Deed in Schedule 2.

Original Lessee means Telstra Corporation Ltd ACN 051 775 556 and includes its officers, employees, agents, contractors and invitees.

Premises means the premises described in the Lease.

Renewed Lease means the renewed lease created by the renewal of the Lease on the terms of this Deed.

1.2 Interpretation

(a) The singular includes the plural.

(b) A reference to one gender includes a reference to all other genders.

(c) Wherever the context permits 'Lessor' and 'Lessee' include their respective successors in title or assignees.

(d) A covenant on the part of two or more persons binds them jointly and severally and a covenant for the benefit of two or more persons is for the benefit of them jointly and severally.

(e) Unless the context or circumstances otherwise require all words and phrases used in this Deed will be read and construed as having the meaning ascribed to them in the Lease.

(f) Any reference in this Deed to any statute or regulation includes all amendments and revisions made from time to time to that statute or regulation.

(g) Headings in this Deed have been inserted for convenience and reference only.

(h) In the interpretation of this Deed no rules of construction apply to the disadvantage of any party on the basis that it put forward this Deed.

2 Grant of Option Renewal

The Lessor hereby leases (and the Lessee accepts the lease of) the Premises for the term of five (5) years commencing on the Effective Date, subject to and with the benefit of the terms and conditions of this Deed.

3 Incorporated Terms

With effect from the Effective Date the Renewed Lease incorporates the following terms:

(a) Items 1, 2, 5, 6, 7, 8 and 11 of the Reference Schedule are updated with the corresponding items referred to in Schedule 1 of this Deed in accordance with clause 5.4(b) of the Original Lease.

(b) Clause 5.2 is deleted and replaced in accordance with clause 5.4(b)(iv) of the Original Lease.

(c) Clause 13 of the Original Lease is deleted and replaced with 'Intentionally deleted'

(d) Clause 5 of this Deed is inserted as the final clause of the Renewed Lease, amended as necessary to reflect that the clause appears as a term of the Renewed Lease as opposed to a term of this Deed.

4 Terms and conditions of Renewed Lease

(a) The Lessor and the Lessee both agree that except for the variations made by this Deed, the terms and conditions of the Lease apply to and are incorporated into the Renewed Lease.

(b) The Lessor and the Lessee must perform and observe the terms of the Renewed Lease.

5 Lessee as Trustee

5.1 The parties acknowledge and agree that:

(a) where the Lessee is a responsible entity or trustee of a trust, the Lessee enters into this Deed in that capacity and is bound by this Deed only in that capacity and in no other capacity;

(b) the recourse of the Lessor to the Lessee in respect of any obligations and liabilities of the Lessee under or in connection with this Deed (whether that liability arises under a specific provision of this Deed, for breach of contract, tort (including negligence) or otherwise) is limited to the extent to which the liability can be satisfied out of the assets of the trust out of which the Lessee is actually indemnified in respect of such obligations and liabilities;

(c) the parties may not sue the Lessee in any capacity other than as responsible entity or trustee of the trust, including seeking the appointment of a receiver (except in relation to property of the Lessee), a liquidator, an administrator or any similar person to the Lessee or prove in any liquidation, administration or arrangement of or affecting the Lessee (except in relation to property of the Lessee); and

(d) the provisions of this clause 5.1 do not apply to any obligation or liability of the Lessee in its capacity as trustee of the trust to the extent that it is not satisfied because under the trust deed of the trust or by operation of law there is a reduction in the extent of the Lessee's indemnification out of the assets of the trust as a result of fraud, negligence or breach of trust on the part of the Lessee.

5.2 As at the date of this Deed, the Lessee warrants to the Lessor that:

(a) it has power under terms of the relevant trust deed to execute this Deed and enter into every transaction contemplated by this Deed;

(b) it is the only responsible entity or trustee of the relevant trust;

(c) no action has been taken to remove it as trustee of the relevant trust or to appoint an additional responsible entity or trustee of the relevant trust;

(d) it has a right to be indemnified out of all the property of the relevant trust in relation to money and any liabilities of any nature owing under, or the payment of which is contemplated by or may arise under, this Deed; and

(e) no action has been taken to terminate the relevant trust or to determine a vesting date under the relevant trust deed.

6 Governing Law

This Deed is governed by the laws of the State or Territory where the Premises is located, and the Lessor and Lessee submit to the non-exclusive jurisdiction of the courts of that State or Territory.

7 Severability

If the whole or any part of a provision of this Deed is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of this Deed has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected.

Schedule 1– Reference Schedule

Item 1	**Lessor:**	Name: **Shire of Dalwallinu** Address: 58 Johnston Street DALWALLINU WA 6609 Tel: 08 9961 0500 Email: shire@dalwallinu.wa.gov.au
Item 2	**Lessee:**	Name: **Amplitel Pty Limited** as trustee for the Towers Business Operating Trust ACN: 648 133 073 ABN: 75 357 171 746 Address: c/- JLL 242 Exhibition Street MELBOURNE VIC 3000 Email: leaseadmin@amplitel.com
Item 5	**Term:**	Five (5) years, commencing on the Commencement Date
Item 6	**Commencement Date:**	1 March 2027
Item 7	**Terminating Date:**	29 February 2032
Item 8	**Rent:**	$3,047.59 per annum (exclusive of GST), subject to clause 3.1(b)
Item 11	**Further Terms:**	One (1) further term of five (5) years

Schedule 2 – Lease

IT'S HOW
WE CONNECT

CMTS LEASE OF LAND

(Western Australia)

Property: Lot 1 Pithara East Road, Pithara

Shire of Dalwallinu

Telstra Corporation Limited
ABN 33 051 775 556

CONTENTS

REFERENCE SCHEDULE

Item 1	**Lessor:**	Name: Shire of Dalwallinu Address: PO Box 141, Dalwallinu WA 6609 Tel: 08 9661 0500 Fax: 08 9661 1097 Email:
Item 2	**Lessee:**	Name: **Telstra Corporation Limited** **Director, Telstra Property** Address: c/- Jones Lang LaSalle Level 34, 242 Exhibition Street MELBOURNE VIC 3000 **Attention:** Property Management Director **Email:** Telstra.Notices@ap.jll.com and F0901953@team.telstra.com
Item 3 (Clause 1.1)	**Premises:**	That part of the Land identified as 'Lease A' on the plan annexed to this Lease in Annexure "A" and situated at Lot 1, Pithara East Road, Pithara. [For Telstra purposes: Site ID – 307907]
Item 4 (Clause 1.1)	**Land:**	Lot 1 on Diagram 13289 being the whole of the land contained in Certificate of Title Volume 47 Folio 19A.
Item 5 (Clause 1.1)	**Term:**	10 years
Item 6 (Clause 1.1)	**Commencement Date:**	1 March 2017
Item 7 (Clause 1.1)	**Terminating Date:**	28 February 2027
Item 8 (Clause 1.1)	**Rent:**	$2,500.00 per annum exclusive of GST, subject to clause 3.1(b).
Item 9 (Clause 3.1)	**Payment of Rent:**	Yearly in advance on each anniversary of the Commencement Date by way of electronic funds transfer.
Item 10 (Clause 3.6)	**Permitted Use:**	Installation, inspection, maintenance, construction, excavation, replacement, repair, renewal, alteration, upgrade, cleaning, operation, access to and from and removal of the Facility on the Land in accordance with this Lease including the exercise of any rights as set out in the Act.

Item 11 (Clause 5.4)	**Further Terms:**	Two (2) further terms of five (5) years each.
Item 12 (Clause 3.1)	**Review of Rent:**	The Rent is to be increased on each Review Date by 2% per annum during the Term and any Further Term.
Item 13	**Existing Carrier:**	Not applicable.
Item 14 (Clause 1.2)	**Statutory provisions not applying:**	Sections 92 and 93 of the *Transfer of Land Act 1893* (WA) do not apply to this Lease.

DATE

PARTIES

The Lessor.

The Lessee.

RECITALS

A. The Lessor is the owner of the Land.

B. The Lessor has agreed to grant and the Lessee has agreed to accept a lease of the Premises on the terms and conditions of this Lease.

OPERATIVE PROVISIONS

1. **INTERPRETATION**

1.1 **Definitions**

In this Lease:

Act means the *Telecommunications Act 1997* (Cth).

Active Area means those areas around the antennas marked red and yellow in the drawings contained in the SSD.

Ancillary Equipment means any associated fixtures, fittings and equipment required to maintain transmission and includes remote radio units, tower mounted amplifiers and associated mounts and supports.

Business Day means a day that is not a Saturday, Sunday or public holiday in the State.

Carrier has the same meaning as is contained in the Act and includes a party acting in reliance upon a nominated carrier declaration made under Part 3 of the Act.

Carrier Requirements means the Lessee's obligation to comply with legislation, by-laws, policies, industry standards or codes, community obligations and technical requirements.

Commencement Date means the date specified in Item 6.

Emergency means circumstances where access must be provided without delay to protect:

(a) the integrity of the Lessee's telecommunications network or the Facility; or

(b) the health or safety of persons; or

(c) the environment; or

(d) property; or

(e) maintenance of an adequate level of service or to prevent loss of transmission.

Facility means the telecommunications facility being the equipment housing, tower (if any), security fence, antennas, associated ancillary equipment and/or any other fixtures, fittings, structures, and cabling as altered, upgraded and/or added to in the Lessee's absolute discretion from time to time.

Further Term means a further term of this Lease, if any, as specified in Item 11.

Item means an item in the Reference Schedule.

Land means the land described in Item 4.

Lease means this lease and any equitable lease or common law tenancy evidenced by this lease.

Lessee means the party named in Item 2.

Lessor means the party named in Item 1.

Permitted Use means the use specified in Item 10.

Premises means the premises leased to the Lessee as described in Item 3.

Reference Schedule means the reference schedule in this Lease.

Related Body Corporate means:

(a) a related body corporate; or

(b) a body corporate of which the Lessee is either an associated entity or a related body corporate of an associated entity

as each of those terms are defined in the *Corporations Act 2001* (Cth).

Rent means the amount specified in Item 8 as varied on any Review Date under this Lease.

Review Date means each anniversary of the Commencement Date during the Term or any Further Term.

Services means electricity, water usage and any telecommunications services.

SSD means the Site Safety Documentation comprising the EME guide (formerly known as the radio communications site management book), the Site Compliance Report and the Site Compliance Certificate (as updated from time to time), access to a copy of which has been or will be provided to the Lessor by the Lessee.

State means the state or territory in which the Land is located.

Term means the term of this Lease as specified in Item 5 which begins on the Commencement Date and ends on the Terminating Date.

Terminating Date means the date specified in Item 7.

1.2 Rules for interpreting this Lease

Unless the context otherwise requires:

(a) A singular word includes the plural, and vice versa.

(b) A word which suggests one gender includes the other genders.

(c) If a word is defined, another part of speech using contextual variations of that word has a corresponding meaning.

(d) Words of inclusion or example are not words of limitation.

(e) Headings are for convenience only, and do not affect interpretation.

(f) No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Lease or any part of it.

(g) As far as possible all provisions will be construed so as not to be invalid, illegal or unenforceable.

(h) If anything in this Lease is unenforceable, illegal or void then it is severed and the rest of this Lease remains in force.

(i) A reference to:

  (i) legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;

  (ii) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;

  (iii) a party to this document or to any other document or agreement includes an executor, an administrator, a permitted substitute or a permitted assign of that party and where the party is a corporation, includes the corporation, its successors and assigns;

  (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and

  (v) anything (including a right, obligation or concept) includes each part of it.

(j) Unless the context otherwise requires, the terms *installation* and *maintenance* (and contextual variations of those terms) where they are used in this Lease, have the same meanings and include the same activities as are provided under the Act.

(k) The word *agreement* includes an undertaking or other binding arrangement or understanding in writing (and, only where expressly allowed by this Lease, includes oral agreement).

(l) Where a party consists of two or more persons or a term is used in this Lease to refer to more than one party:

(i) an obligation of those persons is joint and several;

(ii) a right of those persons is held by each of them severally; and

(iii) any other reference to that party or that term is a reference to each of those persons separately, so that (for example):

(A) a representation, warranty or undertaking is given by each of them separately; and

(B) a reference to that party or that term in the default clause in this Lease is a reference to each of those persons separately.

(m) Any right given to the Lessor or the Lessee (as the case may be) may where the context so permits be exercised by that party's employees, agents, contractors or others authorised (expressly or implicitly) by that party.

(n) Any obligation on the Lessor or the Lessee (as the case may be) will, where the context so permits, extend to the actions of that party or its authorised employees, agents, contractors, licensees, invitees, or others claiming under or through that party.

(o) Without limiting any other rights of the Lessee, all licence, appurtenant and ancillary rights created in favour of the Lessee under this Lease in respect of or in connection with the Land run with the leasehold interest granted to the Lessee and will bind all successors, executors, transferees, assigns and other persons having an interest in the Land or any part of it from time to time.

(p) The statutory provisions in Item 14 (if any) do not apply to this Lease.

1.3 Good Faith

The parties enter into this Lease in good faith and agree to act in a reasonable and co-operative manner.

1.4 Consents

Where the consent or approval of either party is required under this Lease, then the consenting party must:

(a) not unreasonably withhold or delay its consent or approval;

(b) not impose any conditions on any consent or approval which are inconsistent with the terms of this Lease; and

(c) if withholding consent or approval, provide written reasons for this at the time the withholding is notified.

2. **DEMISE**

2.1 **Lessee Rights**

The Lessor leases the Premises to the Lessee for the Term and for the Permitted Use and grants a licence to the Lessee over the Land (which licence is coupled with and runs with the leasehold interest) to:

(a) have unrestricted access to and from the Premises and the Facility at all times, with or without all necessary vehicles, equipment and workmen;

(b) lay electricity cables over, under or within the Land to connect the Facility to the public electricity supply and to transmit electricity through those cables;

(c) lay communication cables and any other cables through or within the Land in connection with the Permitted Use and to use those cables;

(d) repair, replace, renew, alter, maintain and upgrade the cables referred to in clauses 2.1(b) and 2.1(c);

(e) install any and all antennas and associated Ancillary Equipment where necessary, including, where applicable, as specified on the plan annexed to this Lease in Annexure "B", and alter the location of the antennas and associated Ancillary Equipment on the Land from time to time, in the Lessee's absolute discretion;

(f) use the common areas and services on the Land (if any) as may be necessary for the Lessee's use and enjoyment of the Premises and the Facility; and

(g) use so much of the Land adjoining and adjacent to:

(i) the Premises; or

(ii) any installation, improvement or property of the Lessee,

as is reasonably required during installation, erection, construction, repair, replacement, renewal, maintenance and operation of the Facility. The Lessee must restore the adjoining and adjacent Land as far as practicably possible to its condition prior to such use by the Lessee. In exercising these rights the Lessee will endeavour not to materially and substantially interfere with the rights of the other occupants of the Land.

2.2 **Security**

(a) In accessing the Premises and the Facility pursuant to clause 2.1(a), the Lessee must comply with any reasonable security arrangements of the Lessor of which the Lessee has received notice.

(b) The Lessor must notify the Lessee of the Lessor's contact person for security purposes (including name, postal address, email address and phone number) who will be available 24 hours a day 7 calendar days a week. This person will be an Authorised Representative as contemplated by clause 7.1.

(c) In an Emergency, the Lessor must arrange for its security staff or contractor to give the Lessee access to the Premises and the Facility within 2 hours of notification by the Lessee to the Lessor or the Lessor's contact person nominated under clause 2.2(b). The Lessee's notification may be given in person, by post, telephone or email.

(d) As soon as practicable after the Commencement Date, the Lessor must:

(i) notify its contact person nominated under clause 2.2(b) of the obligation set out at clause 2.2(c); and

(ii) ensure that its contact person nominated under clause 2.2(b) and any relevant security staff or contractor have processes in place to facilitate the Lessor's access obligations in clause 2.2(c).

(e) The Lessee will reimburse the Lessor the cost of the Lessor's reasonable security expenses in providing Emergency access under clause 2.2(c) within 20 Business Days of receipt of a tax invoice from the Lessor.

3. LESSEE'S COVENANTS

3.1 Rent and Rent Review

(a) The Lessee must pay the Rent in the manner set out in Item 9.

(b) The Rent is a gross rent inclusive of all outgoings (including rates) and is to be reviewed on each Review Date in accordance with Item 12.

3.2 Condition of Premises

(a) Subject to clause 3.2(b), the Lessee must keep the Premises in good repair and condition (having regard to the condition of the Premises as at the Commencement Date) excluding fair wear and tear and any damage caused by fire, flood, lightning, storm, war or act of God.

(b) The Lessee is not obliged to carry out any capital or structural works under clause 3.2(a) unless the work is required because of the negligent act or omission of the Lessee.

3.3 Reinstatement and Make Good

(a) Within 3 months after the Terminating Date or earlier determination of the Lease the Lessee must remove that part of the Facility located above the surface of the Land, and make good at its cost any damage to the Land or Premises caused by such removal.

(b) The parties agree that the period of 3 months referred to in clause 3.3(a) is not regarded as holding over for the purposes of clause 5.3 and Rent is not payable by the Lessee during this period.

3.4 Assignment

(a) The Lessee must not assign this Lease, sublet or part with possession of the whole or part of the Premises, without the consent of the Lessor.

(b) Despite clause 3.4(a), the Lessee may assign the Lease, sublet, licence or part with possession of the whole or part of the Premises to a:

(i) Related Body Corporate; or

(ii) a Carrier

without the Lessor's consent. The Lessee must notify the Lessor of any dealing referred to in this clause 3.4(b) within 3 months of its occurrence.

(c) With effect from the date of assignment of this Lease by the Lessee, the assignor Lessee and the Lessor release each other from all obligations and liabilities under this Lease, but without prejudice to any prior claim or remedy which either party may have against the other.

(d) For the avoidance of doubt, and for the purposes of this clause 3.4 a reference to the 'Lease' includes any licence rights granted to the Lessee in this Lease and any rights which are appurtenant or ancillary to this Lease, and a reference to the 'Premises' includes any areas over which the Lessee holds licence, appurtenant or ancillary rights.

3.5 Services

(a) The Lessee may install separate metering for the Services to the Premises.

(b) The Lessee must install separate metering for the Services to the Premises if:

(i) requested by the Lessor; and

(ii) it is reasonably able and permitted by any relevant authority to do so.

(c) The Lessee will bear the cost of separate metering under clause 3.5(a) or under clause 3.5(b) and must pay to the suppliers all charges for the separately metered Services that are consumed or used by the Lessee.

3.6 Use of Premises

The Lessee:

(a) may carry out any structural work required for the installation of the Facility; and

(b) may only use the Premises for the Permitted Use.

4. LESSOR'S COVENANTS

4.1 Quiet Enjoyment

(a) So long as the Lessee pays the Rent and performs its obligations under this Lease, it is entitled to quiet enjoyment of the Premises and to undertake the Permitted Use on the Land without any interruption by the Lessor or any person lawfully claiming through the Lessor or in any other manner.

(b) The Lessor must not manipulate, tamper with, interfere with, damage, deface, remove or destroy the Facility or any part of it or its operation and must comply with the Lessee's reasonable directions in relation to the Facility.

(c) The Lessor agrees that it must notify the Lessee, both in accordance with the contact details in Item 2 and any contact details provided on the signage referred to in clause 4.1(d) of any proposed access by the Lessor which requires entry to the Premises or approach to the Active Area so that the Lessee can ensure that the Lessor is aware of the Lessee's safety and security procedures. The Lessor must comply with the Lessee's safety and security procedures.

(d) The Lessee has the right to erect signage around the Premises and the Facility for the purposes of complying with Australian safety standards. The Lessor must comply with the Lessee's signage when entering the Premises or approaching the Active Area.

4.2 **Non-derogation from Grant**

The Lessor must not derogate from its grant of this Lease to the Lessee and this obligation of the Lessor is not excluded or in any way limited by any other provision of this Lease.

4.3 **Subsequent Occupiers**

(a) Where the Lessor proposes to grant rights of occupancy on the Land to:

(i) other Carriers or occupiers;

(ii) third parties and those rights include the right to operate radio communications and/or telecommunications equipment on the Land

the Lessor must first:

(iii) promptly give notice to the Lessee of such a proposal; and

(iv) where the grant is likely to adversely affect, impair or interfere with (**Affect**) the Lessee's Permitted Use, the Lessor must also obtain the Lessee's consent to such a proposal.

(b) In considering a request for consent under clause 4.3(a) the Lessee will determine if its Permitted Use will be Affected;

(c) If the Lessee establishes during the Term that changes to other Carriers' or occupiers' facilities after the initial installation of the facility by the other Carrier or occupier Affect the Lessee's Permitted Use, the Lessor immediately upon receipt of notice from the Lessee, either must:

(i) arrange for the other Carrier or occupier to modify its facility or the operation of it so that it no longer Affects the Lessee's Permitted Use;

(ii) arrange for the relocation of the other Carrier's or occupier's facility so that it no longer Affects the Lessee's Permitted Use; or

(iii) terminate the arrangement with the other Carrier or occupier.

(d) The Lessor's obligations under clauses 4.3(a)(iv) and 4.3(c) are essential terms of this Lease. The Lessee may treat the Lessor's breach of an essential term as a repudiation of this Lease and may terminate this Lease for breach of this essential term and for repudiation. This clause does not prevent any other obligations under this Lease from being essential terms.

4.4 **Condition of Land**

The Lessor must repair, maintain and keep in good and substantial repair the Land (including all fixtures and fittings of the Lessor if any) subject always to the obligations of the Lessee under this Lease.

4.5 **Permits and Approvals**

The Lessor:

(a) irrevocably authorises the Lessee, at the Lessee's expense, to make applications to any relevant authority for any necessary permits, consents and approvals to enable the development, construction and use of the Facility in accordance with the Permitted Use and to exercise and procure (at the Lessee's discretion) every right of appeal arising from the determination of any such application or the failure to determine such application; and

(b) must sign all documentation and provide all assistance required by the Lessee, or any person nominated by the Lessee to obtain the permits, consents and approvals referred to in clause 4.5(a).

4.6 **Consent of Mortgagee or Chargee**

If the Premises are subject to a mortgage or charge, the Lessor must obtain the unconditional mortgagee's or chargee's consent to this Lease and the Lessee must pay the mortgagee's or chargee's reasonable consent costs.

4.7 **Intentionally Deleted**

4.8 **Surrender**

(a) The Lessee may terminate this Lease on giving the Lessor no less than 20 Business Days' notice at any time where it is unable to comply with or satisfy any Carrier Requirements provided that this right to terminate is only available to the Lessee prior to completion of the initial installation of the Facility.

(b) Despite any other provision of this Lease, the Lessor covenants that if factors affect the Lessee's use of the Premises to the extent that:

(i) the Permitted Use is compromised or the Premises are no longer required by the Lessee; or

(ii) the level of service provided by the Lessee to its customers falls below the coverage level acceptable to the Lessee or as a result of significant network changes, the Facility ceases to operate as a part of the Lessee's telecommunications network; or

(iii) there is an emergence of radio interference or physical interference which, in the Lessee's opinion, materially interferes with the Permitted Use or the performance of the Facility

then the Lessee may terminate this Lease on giving to the Lessor no less than 6 months' notice at any time.

(c) If the Lessee exercises its right to terminate this Lease under clause 4.8(a) or clause 4.8(b):

(i) it must at its cost reinstate the Premises in accordance with clause 3.3; and

(ii) that termination is without prejudice to any prior claim or remedy which either party may have against the other.

4.9 No Restriction on Commonwealth Legislation

(a) Nothing in this Lease affects, restricts, limits or derogates from the rights, powers and immunity of the Lessee under and by virtue of the Act or any other applicable legislation and/or regulations of the Commonwealth.

(b) The Lessor agrees pursuant to clause 17(5) Division 5 Part 1 of Schedule 3 of the Act to waive its right to:

(i) be given a notice under clause 17(1) Division 5 Part 1 of Schedule 3 of the Act of the Lessee's exercise of its powers to inspect and/or install a low impact installation and to maintain the Facility; and

(ii) object to an activity which would have been the subject of a notice if not for the operation of this clause.

(c) The operation of this clause survives the expiry or termination of this Lease.

4.10 Access track and/or Power Connection

Where the Lessee installs, upgrades or maintains at its cost any access track or power connection then any other person (except the Lessor) who wishes to utilise the access track or power connection, must share in the cost of installation, upgrading and maintenance as apportioned by the Lessee. The Lessor must ensure that any subsequent grant of a lease or licence to a third party includes an obligation on that lessee or licensee to bear such apportioned costs.

4.11 Lessee's Property

The Facility remains at all times the property of the Lessee, even if it becomes attached to the Land.

4.12 Contamination

The Lessor:

(a) warrants that at the Commencement Date, the Land and the Premises do not contain substances hazardous to health or safety; and

(b) confirms that:

(i) in respect of the Land; and

(ii) in respect of the Premises, so far as the Lessor is aware or reasonably should be aware,

the warranty in clause 4.12(a) remains true at all times during the Term and any holding over period.

4.13 **Refund of Rent on Termination**

If this Lease is terminated by the Lessee prior to the Terminating Date pursuant to clauses 4.8 or 5.1(c), the Lessor must, within 20 Business Days of the date of termination, refund to the Lessee any Rent paid in advance for that portion of the Term after the date of termination.

4.14 **Events Affecting Land**

If:

(a) the Lessor sells or otherwise disposes of its interest in the whole or any part of the Land;

(b) the Lessor receives a notice, or would reasonably be aware, of a proposal for development occurring on adjoining land;

(c) the Lessor changes its address for notices; or

(d) a mortgagee or any other person becomes entitled to the receipt of Rent and other payments under the Lease or becomes entitled to any of the rights and obligations of the Lessor under this Lease

the Lessor must give the Lessee prompt notice of the above circumstances and, if it fails to do so, then the Lessor releases the Lessee from, and must compensate the Lessee for, all claims for which the Lessee may become liable as a result of the Lessor's failure or delay in notifying the Lessee of the above circumstances.

5. **MUTUAL COVENANTS**

5.1 **Default and Re-entry**

(a) If the Rent is 1 month in arrears or if the Lessee fails to perform its other obligations under this Lease and the Lessee does not within:

(i) 20 Business Days in the case of non-payment of Rent; and

(ii) 60 Business Days in the case of all other breaches,

from the date of receipt of notice from the Lessor providing reasonable particulars of the default:

(iii) remedy the default; or

(iv) if the default cannot be remedied, pay reasonable compensation to the Lessor for the loss or damage suffered by the Lessor as a consequence of the default,

then the Lessor may re-enter upon the Premises without interfering with the Facility and subject to all laws relating to the Facility.

(b) This Lease determines on the Lessor's re-entry but without prejudice to any prior claim or remedy which either party may have against the other.

(c) If any of the Lessor's covenants and conditions contained or implied in this Lease are not punctually performed or observed, and such default continues for a period of 30 Business Days after notice specifying such default is served on the Lessor, then the Lessee may terminate this Lease by notice to the Lessor. On the serving of the notice of termination by the Lessee this Lease is at an end, but without prejudice to any prior claim or remedy which either party may have against the other.

5.2 **Costs of Lease**

(a) The Lessee must contribute to the Lessor's reasonable legal fees and disbursements for the preparation, negotiation and execution of this Lease an amount not exceeding $1,000.00.

(b) If stamp duty or registration fees are:

(i) payable on this Lease; and

(ii) the relevant law makes the Lessee liable to pay them

the Lessee will pay the applicable stamp duty or registration fees.

5.3 **Holding Over**

(a) If the Lessee occupies the Premises after the Terminating Date without demand for possession by the Lessor and the Lessee is not entitled to or does not want a new lease, then the Lessee occupies the Premises under a yearly tenancy.

(b) The Lessee occupies the Premises at the same Rent payable prior to the Terminating Date, subject to review in accordance with clause 3.1, and otherwise on the same terms as this Lease, so far as they can be applied to a yearly tenancy.

(c) Either party may terminate the yearly tenancy by giving no less than 1 year's notice to the other (which notice may expire at any time).

5.4 **Option to Renew**

(a) Unless the Lessee gives to the Lessor either:

(i) at least 3 months' notice before the Terminating Date that the Lessee does not want a new lease of the Premises for a Further Term; or

(ii) notice before the Terminating Date that the Lessee does not want a new lease of the Premises for a Further Term but that it wishes to remain in possession of the Premises pursuant to clause 5.3,

then provided the Lessee is not then in breach of an essential term of this Lease of which it has been notified by the Lessor, the Lessor must grant to the Lessee a new lease of the Premises for that Further Term.

(b) The new lease must be on the same terms and conditions as this Lease except that:

(i) (**Reference Schedule**) any necessary changes are made to Items 5, 6, 7 and 11 in the new lease;

(ii) (**cover page**) if applicable any necessary changes are made to the term details on the cover page of the new lease;

(iii) (**Rent**) the rent to be inserted in Item 8 is the Rent payable on the Terminating Date of this Lease increased by the percentage referred to in Item 12; and

(iv) (**clause 5.2**) clause 5.2 is to be deleted and replaced with the following clause:

"5.2 **Costs of Lease**

(a) Each party must bear their own legal fees and disbursements for the preparation, negotiation and execution of this Lease.

(b) If stamp duty or registration fees are:

(i) payable on this Lease; and

(ii) the relevant law makes the Lessee liable to pay them

the Lessee will pay the applicable stamp duty or registration fees."

6. **INSURANCE AND INDEMNITY**

6.1 **Property Insurance - Lessee to self insure**

For so long as Telstra Corporation Limited (or its corporate successor) is the Lessee, the Lessor acknowledges that the Lessee will self insure the respective rights and interests of the Lessor and the Lessee for damage which must be repaired by the Lessee under this Lease.

6.2 **Lessee to insure if self insurance ceases**

If the Lessee:

(a) elects to discontinue; or

(b) is unable to continue,

the self insurance referred to in clause 6.1, the Lessee must effect such insurance with an insurer reasonably approved by the Lessor against the insurable risks required under this Lease.

6.3 **Workers' Compensation Insurance**

For so long as Telstra Corporation Limited (or its corporate successor) is the Lessee, the Lessor acknowledges that the Lessee holds a licence pursuant to the *Safety, Rehabilitation and Compensation Act 1988* (Cth).

6.4 **Public Liability Insurance**

(a) For so long as Telstra Corporation Limited (or its corporate successor) is the Lessee, the Lessor acknowledges that the Lessee has a global insurance policy which includes public liability insurance in excess of $20 million and which includes the Lessor as an insured to the extent required in this Lease.

(b) If requested in writing by the Lessor, the Lessee will provide the Lessor with a letter confirming the Lessee's insurance as specified under this clause, such request not to be made more than once a year during the Term.

6.5 **Indemnity**

(a) The Lessee indemnifies the Lessor against any liability, loss, damage, costs or expenses incurred or suffered by the Lessor which is caused solely and directly by:

(i) a breach of this Lease by the Lessee; or

(ii) the negligence of the Lessee or an employee or agent of the Lessee acting within the scope of their authority.

(b) The indemnity provided by the Lessee under this clause 6.5 will not exceed $20 million per event and in the aggregate.

(c) The liability of the Lessee to indemnify the Lessor under this clause 6.5 must be reduced proportionately to the extent that any act or omission of the Lessor contributed to the liability, loss, damage, costs or expenses.

(d) In defending or settling any claim, action or demand the subject of an indemnity under this clause 6.5, the Lessor must follow the Lessee's reasonable instructions.

(e) The Lessor must not settle any claim, action or demand the subject of an indemnity under this clause 6.5 without obtaining the prior consent of the Lessee, and the Lessor must take reasonable steps to mitigate any liability, loss, damage, costs or expenses including taking reasonable court action to defend any claim, action or demand made against the Lessor.

7. NOTICES

7.1 **Authorised Representative**

In this clause 7.1 Authorised Representative:

(a) *in the case of the Lessor* - means the Lessor, a director of the Lessor (if the Lessor is a company) or any other person (including an agent or lawyer) notified by the Lessor to the Lessee as its Authorised Representative; and

(b) *in the case of the Lessee* - means the Property Management Director set out at Item 2, or any other person (including an authorised employee or officer of the Lessee, an agent or lawyer) notified by the Lessee to the Lessor as its Authorised Representative.

7.2 **How to give a notice**

Subject to clause 7.3, a notice, consent or other communication under this Lease is only effective if it is:

(a) in writing, signed by or on behalf of the person giving it;

(b) addressed to the person to whom it is to be given; and

(c) either:

(i) delivered or sent by pre-paid mail (by airmail, if the addressee is overseas) to that person's address; or

(ii) sent by email to that person's email address or email addresses (where they are specified in the Reference Schedule, or as notified to the other party in writing from time to time). Where more than one email address is specified, the notice consent or other communication must be sent to all specified email addresses.

7.3 **Oral Notice**

Where this Lease expressly permits that a notice may be given orally, then:

(a) *in the case of a notice from the Lessor* - the notice can be given by the Lessor's Authorised Representative; and

(b) *in the case of a notice from the Lessee* - the notice can be given by the Lessee's Authorised Representative.

7.4 **When a notice is given**

A notice, consent or other communication that complies with this clause is regarded as given and received:

(a) where it is given by email:

(i) *if delivered by 5.00 pm on a Business Day* - at the time (local time in the place of receipt) specified in the delivery confirmation or receipt generated by the sender's email; or

(ii) *if delivered after 5.00 pm on a Business Day or on a day that is not a Business Day* - on the next Business Day after the time (local time in the place of receipt) specified in the delivery confirmation or receipt generated by the sender's email;

(b) where it is sent by mail:

(i) within Australia - 7 Business Days after posting; or

(ii) to or from a place outside Australia - 10 Business Days after posting; and

(c) if it is given orally - at the time it is given.

7.5 **Address for notices**

A person's address and email are those set out below that person's name in the relevant Item in the Reference Schedule in this Lease, or as the person notifies the sender.

8. **GST**

8.1 **Recovery of GST**

If one party **(supplying party)** makes a taxable supply and the consideration for that supply does not expressly include GST, the party that is liable to provide the consideration **(receiving party)** must also pay an amount (**GST amount**) equal to the GST payable in respect of that supply.

8.2 **Time for payment of GST amount**

Subject to first receiving a tax invoice or adjustment note as appropriate, the receiving party must pay the GST amount when it is liable to provide the consideration.

8.3 **Indemnity and reimbursement payments**

If one party must indemnify or reimburse another party (**payee**) for any loss or expense incurred by the payee, the required payment does not include any amount which the payee (or an entity that is in the same GST group as the payee) is entitled to claim as an input tax credit, but will be increased under clause 8.1 if the payment is consideration for a taxable supply.

8.4 **Adjustment events**

If an adjustment event arises in respect of a taxable supply made by a supplying party, the GST amount payable by the receiving party under clause 8.1 will be recalculated to reflect the adjustment event and a payment will be made by the receiving party to the supplying party, or by the supplying party to the receiving party, as the case requires.

8.5 **Interpretation**

In this Lease:

(a) terms used that are defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) (**GST Act**) have the meaning given in that Act, unless the context makes it clear that a different meaning is intended; and

(b) consideration includes non-monetary consideration, in respect of which the parties must agree on a market value, acting reasonably; and

(c) in addition to the meaning given in the GST Act, the term "GST" includes a notional liability for GST.

8.6 **Time limit on payment of the GST amount**

Notwithstanding any other provision in this Lease, the receiving party is not required to pay the GST amount referred to in clause 8.2 unless it has received a tax invoice in respect of the supply (or, if section 156-5(1) of the GST Act applies to the supply, the periodic or progressive component of the supply) from the supplying party within three years and 11 months after the end of:

(a) the first calendar month in which any of the consideration for the supply (or the periodic or progressive component of the supply) is provided; or

(b) if an invoice is issued prior to the provision of any of the consideration for the supply (or the periodic or progressive component of the supply), the calendar month in which the invoice is issued.

9. **Intentionally deleted**

10. **Intentionally deleted**

11. **Intentionally deleted**

12. **REGISTRATION**

On request by the Lessee, the Lessor must do what is required to enable the Lessee to register the Lease including production of the certificate of title but the Lessee will pay for the cost of registration of the Lease in accordance with clause 5.2.

13. **PROVISIONAL PLANS**

(a) The Lessor and the Lessee acknowledge and agree that:

(i) as at the date of execution of this Lease by the Lessor, the plans annexed to this Lease at Annexure A and Annexure B (Plans) are provisional plans;

(ii) the Lessee will prepare the final plans to reflect the actual dimensions and location of the Premises and the Facility; and

(iii) once the Lessee replaces the Plans with the final plans, the final plans will prevail and this clause 13 will be deemed to be deleted.

(b) The Lessor authorises the Lessee to:

(i) replace the Plans with final plans once such final plans are prepared; and

(ii) make such consequential changes to the Lease (including the description of the Premises) as may be required.

EXECUTED AS A DEED this day of 20

EXECUTED BY LESSEE

SIGNED, SEALED AND DELIVERED by
of **TELSTRA CORPORATION LIMITED** as attorney for **TELSTRA CORPORATION LIMITED** under power of attorney registered no. **J289811** in the presence of:

....
By executing this agreement the attorney states that the attorney has received no notice of revocation of the power of attorney

....
Signature of witness

....
Full Name of witness (block letters)

....
Occupation of witness

....
Address of witness

EXECUTED BY LESSOR

THE COMMON SEAL of the **Shire of Dalwallinu** was affixed hereunto in accordance with a resolution of the Council:

Mayor

Chief Executive Officer

ANNEXURE A - PREMISES PLAN

This is Annexure "A" referred to in the CMTS Lease of Land between Shire of Dalwallinu as Lessor and Telstra Corporation Limited as Lessee

AFY-6631 - WA CMTS Lease of Land

21061779

Version: February 2016

25

ANNEXURE B - ANTENNA PLAN

This is Annexure "B" referred to in the CMTS Lease of Land between Shire of Dalwallinu as Lessor and Telstra Corporation Limited as Lessee

ANNEXURE C- STRATA COMPANY

Intentionally deleted.

.TATION SHEET PAGE

Dated this 19 day of APRIL 20 12

LESSOR/S SIGN HERE (Note 10)

THE COMMON SEAL of the **Shire of Dalwallinu** was affixed hereunto in accordance with a resolution of the Council:

Mayor

Chief Executive Officer

SHIRE OF DALWALLINU

LESSEE/S SIGN HERE (Note 10)

SIGNED by: Scott Panton

Property Services Manager

of **TELSTRA CORPORATION LIMITED** as attorney for **TELSTRA CORPORATION LIMITED** under power of attorney registered no. **J289811** in the presence of:

Signature of witness

Luke TENUTA

Full Name of witness (block letters)

LEASE ADMINISTRATOR

Occupation of witness

30/242 EXHIBITION STREET MELBOURNE VIC 3000

Address of witness

By executing this agreement the attorney states that the attorney has received no notice of revocation of the power of attorney

Executed as a deed

Executed by Lessor

The common seal of **Shire of Dalwallinu** was affixed hereunto in accordance with a resolution of the Council in the presence of:

Signature of authorised person	Signature of authorised person
Name of authorised person	Name of authorised person
Office held	Office held

Executed by Lessee

Signed, sealed and delivered by

of **Amplitel Pty Limited** as attorney for **Amplitel Pty Limited** under power of attorney registered no. **O845443** in the presence of:

By executing this deed the attorney states that the attorney has received no notice of revocation of the power of attorney

Signature of witness

Full name of witness (block letters)

Occupation of witness

Address of witness

9.4.3 Proposed Memorial Park Upgrade – Concept Plan*

Report Date	28 August 2026
Applicant	Shire of Dalwallinu
File Ref	A986
Previous Meeting Reference	Nil
Prepared by	Jean Knight, Chief Executive Officer
Supervised by	Jean Knight, Chief Executive Officer
Disclosure of interest	Nil
Voting Requirements	Simple Majority
Attachments	Concept Plan

Purpose of Report

Council is requested to endorse the Concept Plan for the proposed upgrade to Memorial Park, Johnston Street, Dalwallinu.

Background

The planning for the proposed upgrade of Dalwallinu Memorial Park commenced in 2023. SJM Spatial Design were engaged to provide a concept plan for the redevelopment. The concept plan was considered by Council, and community feedback was sought. At that stage, Council did not have the funds to undertake the proposed upgrade and commenced transferring funds to the Recreation Reserve in preparation for the project to be undertaken in the coming years.

In 2025, the project re-commenced with the engagement of Tim Davies Landscaping (TDL) to develop a concept plan.

The scope of works for the project included but was not limited to:

- Installation of footpaths though the park
- Additional garden beds with plantings
- Lighting
- Water Play Area
- Installation of concrete tree surrounds for seating
- Seating options throughout the park
- Two shade structures
- Additional BBQ's
- Reticulation
- New Soil and lawn
- Removal of existing lighting and install bollard lighting

In November 2025, TDL provided three concept plans for Council to consider. These options were considered at a workshop held on 9 December 2025, where Council chose to proceed with Option 1 with several changes.

In February 2026, TDL provided the Version 2 Concept Plan. The concept plan was discussed with Council on 24 February 2026. Council visited Memorial Park to familiarise themselves with the concept plan and the trees that had been earmarked for removal. Some further changes were made to the concept which allowed for the retention of four trees by moving the main entrance to the park slightly to the north.

In May 2026, TDL provided the Version 3 Concept Plan taking into account the changes from the February 2026 workshop.

On 9 June 2026, the Dalwallinu Townscape Group met to discuss the Version 3 Concept Plan. The group made several recommendations to Council with regards to:

- Additional trees to the northern end
- Installing a path between the western side grassed area to the concrete path in the middle of the park
- A path to the northeast from the water play area to the carpark
- Extension of a grassed area that would save two trees earmarked for removal
- Retain the arbour design but have it curved to follow the entry
- Install seating between the arbour posts.

Council help a workshop on 16 June 2026, to discuss the Concept Plan and the recommendations from the Townscape Group. Feedback from this workshop was provided to the Consultant to enable them to finalise the Concept Plan.

Consultation
Councillors
Senior Management Team
TDL Landscaping
Dalwallinu Townscape Group
Public Consultation Round 1 – June/July 2024

Legislative Implications
Nil

Policy Implications
Nil

Financial Implications
Nil.

Should Council support the final concept after public consultation, the Opinion of Probable Cost (OPC) will be sought from the Consultant and Council will be able to decide on the funding requirements and when the project will proceed.

General Function Implications
Nil

Strategic Implications
Shire of Dalwallinu Council Plan 2025-2035
Outcome 7: Attractive and welcoming streets and community spaces
7.2.3 Upgrade Memorial Park with the inclusion of additional seating, shelters and water play area.

Site Inspection
Site inspection undertaken: Yes – February 2026.

Sustainability & Climate Change Implications
Economic implications
There are no known significant economic implications associated with this proposal.

Social implications
This proposal will provide stronger community connections by improving the gathering spaces in the townsite.

Environmental implications
There are no known significant environmental implications associated with this proposal.

Officer Comment
At the workshop held 16 June 2026, Council considered the recommendations from the Dalwallinu Townscape Group and endorsed them as part of the Final Concept Plan.

The improvements to Memorial Park will provide improved gathering spaces that will encourage residents to spend more time outdoors and interact with other community members. The water play area will be an attraction as there are no other water play areas in the region. Especially in summer months, the water play area will be utilised extensively as the weather remains very warm after the aquatic centre closes at 6pm.

The concept plan has taken into account feedback from the first concept plan that was advertised for feedback which was to retain as much of the lawn area as possible. This concept plan provides a large amount of lawn space along with concrete pathways connecting the passive area to the active area.

Unfortunately, there is still a requirement to remove some trees for the project to proceed. Some of the trees that are earmarked for removal were identified in a tree audit undertaken by a contractor in 2023. The removal of those trees will ensure the park remains safe.

Moving forward, Council is requested to endorse the Concept Plan and request the Chief Executive Officer to seek public comment. Any feedback received will be brought back to Council for their consideration.

Once the concept plan is finalised, TDL will be requested to provide an OPC. This OPC will be used as an estimate for a Lotterywest funding application. Dependent on the outcome of the funding application, Council will then consider if and when the project will proceed.

Officer Recommendation/Council Resolution

<u>**MOTION 10613**</u>

Moved	Cr S Dawson
Seconded	Cr JL Counsel

That Council:

1. Endorse the Concept Plan for the Upgrade of Memorial Park as attached to this report;
2. Request the Chief Executive Officer seek public comment on the Concept Plan for a period of twenty-one (21) days;
3. Request the Chief Executive Officer to bring any feedback on the Concept Plan to Council at the next practicable meeting.

CARRIED 6/0

For: President KL Carter, Deputy MM Harms, Cr JL Counsel, Cr DS Cream, Cr S Dawson, Cr S Hickleton

Against: Nil

MEMORIAL PARK, DALWALLINU

CONCEPT DESIGN REPORT

TREE MANAGEMENT + PLANT PALETTE

ISSUE FOR APPROVAL
JULY 2026

CONCEPT DESIGN

LEGEND

1. Main lawn area
2. Cenotaph - with new steps, curved wall and seating
3. Water play area with Shade Shelter
4. BBQ & picnic area
5. Entry with Memorial Arbor
6. Entry Garden bed with retained x4 trees
7. Retained stones as small play / picnic area
8. New Shelter with Picnic Setting and BBQ - proposed deciduous trees adjacent to new shelter
9. Lawn area next to water play
10. Curved seating under for water play viewing
11. Larger picnic table
12. Proposed deciduous trees
13. New concrete pavement with warmer oxide tones

ELEVATION - CENOTAPH

CENOTAPH IMAGES

DETAIL - WATER PLAY PARK

elevation pg 6
a

LEGEND

2 NEW WATER PLAY PARK + SHELTER:

- k Lawn area for viewing
- l Water play splash pad with inbuilt sprays
- m New shade shelter to shade both seating and splash pad. Angled for peak north shade.
- n Curved seating in built for viewing kids playing with back to sun
- o Built seating with shade from existing trees
- p Picnic tables located under new or existing trees
- q BBQ

ELEVATION AB - WATER PARK

ARBOR - DETAIL PLAN

LEGEND

1 CENOTAPH UPGRADES:

- a Proposed whispering wall with seating
- b Upgraded circle plinth steps to cenotaph - uplighting design. Terrace provided for access and wreaths.
- c New concrete pavement
- d New memorial planting - memorial plants such as rosemary, acacias and bay trees
- e Transplanting of memorial plants - if required

ENTRY UPGRADES:

- f Proposed memorial arbor - based on existing streetscape corten steel uprights to columns
- g Retain x4 eucalyptus trees
- h New entry gardens with native plants
- i New built in seating
- j Lawn

ENTRY - DETAIL WITH ARBOR

PROPOSED TREE PLANTING PLAN A -J

PROPOSED TREE SELECTION

Callery Pear
Pyrus calleryana
Height 11m

A.

Crepe myrtle
Lagerstroemia indica
Height 5m

B.

Emu Tree
Hakea francisiana
Height 5m

C.

JACARANDA
Jacaranda mimosifolia
Height 8m

D.

Sandpaper wattle
Acacia denticulosa
Height 3 m

E.

Poinciana
Delonix regia
Height 5m

F.

Indian laburnum
Cassia fistula
Height 5m - 10 m

G.

Fuchsia gum
Eucalyptus forrestiana
Height 6 m

H.

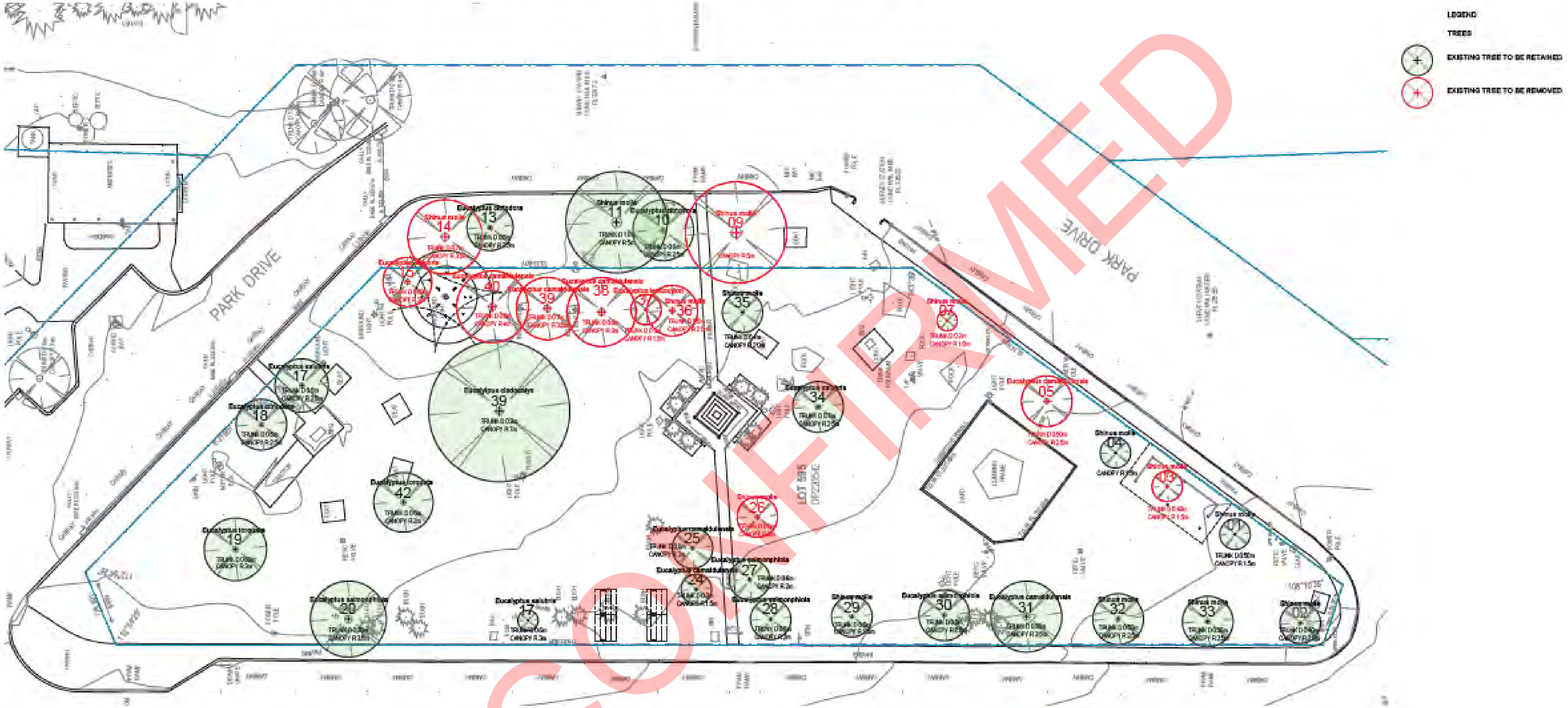
Silver princess- weeping
Eucalyptus caesia
Height 6m

I

Bay Laurel Tree
Laurus nobilis
Height 2 m

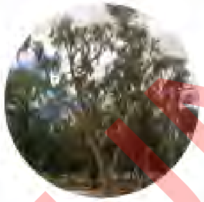
J.

RETENTION OF SIGNIFICANT SHADE TREES



Brazilian Pepper
Schinus molle
Height 7m

1, 2, 4,11, 29, 32,33, 35



River Red Gum
Eucalyptus camaldulensis
Height 25m

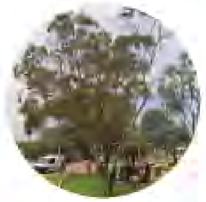
24, 25, 31

Gimlet
Eucalyptus salubris
Height 3m

17, 34

Lemon scented Gum
Corymbia citriodora
Height 40m

10,13, 18



Coral Gum
Eucalyptus torquata
Height 10m

19

Salmon Gum
Eucalyptus salmonophloia
Height 25m

20, 27, 28

Sugar gum
Eucalyptus cladocalyx
Height 35m

39

PLANTING PALETTE - VINES AND CREEPERS

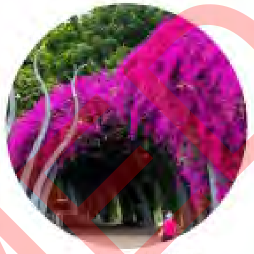
Tracelospermum Jasminoides

Hardenburgia comptoniana

Orange trumpet vine
Pyrostegia venusta

Hardenbergia White Out

'White Chinese Wisteria'
Wisteria sinensis 'Alba'



Bougainvillea
bougainvillea spp

Cape honeysuckle
Tecomaria capensis

PLANTING PALETTE - MEMORIAL PLANTING

Rosemary
Rosmarinus officionalis

Bay Laurel tree
Laurus nobilis

wattle
Acacia neurophylla subsp erugata

salvia leucantha

PLANTING PALETTE - HARDY SHRUBS

Yesterday,today and tomorrow
Brunfelsia 'Sweet Petite'

Carissa desert star
Carissa macrocarpa

Pittosporum Miss Muffet

Rosemary
Rosemarinus officionalis

COSMIC WHITE
Raphiolepis indica

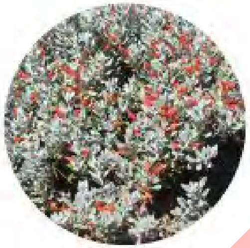
Calothamnus quadrifidus

Calothamnus quadrifidus

Oleander
Nerium oleander 'Mrs Roeding'

Erimophila Emu tar bush
Eremophila glabra 'belalla

Eremophila nivea
'Spring Mist'



Eremophila RED DESERT

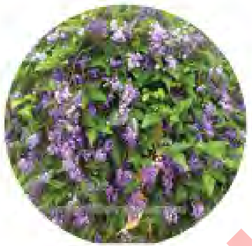
Hakea francisiana

Native Rosemary
Westringia fruticosa 'Grey Box'

Bougainvillea
-San-Diego-Red

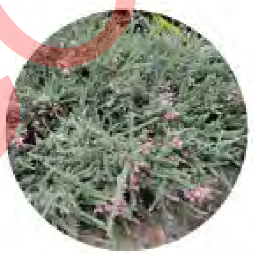
PLANTING PALETTE -GROUNDCOVERS

Creeping Boobialla
Myoporum



Native wisteria
Hardenbergia-comptoniana

Grevillea
GinGinGem



Woolly Grevillea
Grevillea lanigera

succulent
aptenia cordifolia

Native Rosemary
Westringia fruticosa

PLANTING PALETTE - GRASSES + STRAPPY LEAFED PLANTS

Bird of paradise
Strelitzia reginae

Liliy turf
Liriope muscari

Lomandra
Lomandra 'tanika'

Dwarf Kangaroo paw
anigonzathos

Coast Tusck grassk
Poa poiformis

Grey Cottonheads
Conostylis candicans

PLANTING PALETTE -ENDEMIC PLANTS

Mulla mulla
Ptilotus exaltatusDiego-

wattle
Acacia neurophylla subsp erugata

Sandpaper wattle
Acacia denticulosa

Native Foxglove
pityrodia terminalis

Calothamnus quadrifidus

Flame Grevillea
Grevillea excelsior

5.16pm Item 9.4.4 – Cr KL Carter declared an Impartiality Interest in this item as the owner of the coffee van is his niece and he intends to stay in the room during the consideration of this item.

9.4.4 Proposed New Fee & Charge – Usage of Electricity at Memorial Park*

Report Date	25 August 2026
Applicant	Shire of Dalwallinu
File Ref	FM/29
Previous Meeting Reference	Nil
Prepared by	Jean Knight, Chief Executive Officer
Supervised by	Jean Knight, Chief Executive Officer
Disclosure of interest	Nil
Voting Requirements	**Absolute Majority**
Attachments	Nil

Purpose of Report
Council is requested to adopt a fee for the use of electricity at Dalwallinu Memorial Park.

Background
Correspondence was received from Kirsty Carter on 28 August 2026, requesting access to electricity at Dalwallinu Memorial Park for the mobile coffee van (Wandering Wattle). At most they would run 2 x 15amp extension leads and wish to use the pole in the centre of the park on Sundays from 9:00am to 3:00pm.

Consultation
Senior Management Team

Legislative Implications
State
Local Government Act 1995 – 6.16, 6.19

Policy Implications
Nil

Financial Implications
There would be minimal revenue received from the fee for electricity usage at Memorial Park.

General Function Implications
Nil

Strategic Implications
Nil

Site Inspection
Site inspection undertaken: No

Sustainability & Climate Change Implications

Economic implications

There are no known significant economic implications associated with this proposal.

Social implications

There are no known significant social implications associated with this proposal.

Environmental implications

There are no known significant environmental implications associated with this proposal.

Officer Comment

The Wandering Wattle food/coffee trailer has recently commenced operation in Dalwallinu. They would like to trade in Dalwallinu Memorial Park on Sundays between the hours of 9:00am to 3:00pm. They do own a generator and when working correctly is not hugely noisy, however connecting to electricity in the park would eliminate any noise pollution in the town centre.

In the past it has been the expectation of businesses trading in Dalwallinu to possess their own generator, however providing support to new businesses would be beneficial to the community.

To be able to charge a fee for access to the electricity, Council would be required to adopt a fee. By just adopting a fee, it would be difficult to manage, therefore we propose to implement a booking process for the Dalwallinu Memorial Park. This will enable the fee to be charged at the time of booking.

As community groups utilise the park for events, it is envisaged that the fee would only be applicable to commercial businesses.

Officer Recommendation/Council Resolution

MOTION 10614

Moved Cr MM Harms

Seconded Cr S Dawson

That Council:

1. Adopt a new fee of $15.00 (plus GST) per day for access to electricity in Dalwallinu Memorial Park, when utilised for commercial purposes;
2. Request the Chief Executive Officer give local public notice of the new fee with an imposition date of 28 August 2026.

CARRIED BY ABSOLUTE MAJORITY 6/0

For: President KL Carter, Deputy MM Harms, Cr JL Counsel, Cr DS Cream, Cr S Dawson, Cr S Hickleton

Against: Nil

9.4.5 Request to Call Tender – Aged Accommodation, Dalwallinu

Report Date	25 August 2026
Applicant	Shire of Dalwallinu
File Ref	FM/28
Previous Meeting Reference	Nil
Prepared by	Jean Knight, Chief Executive Officer
Supervised by	Jean Knight, Chief Executive Officer
Disclosure of interest	Nil
Voting Requirements	Simple Majority
Attachments	Nil

Purpose of Report

Council is requested to authorise the calling of tenders for the design and construction of Aged Accommodation on Lot 567 (27) McNeill St, Dalwallinu (Aged Precinct).

Background

Lot 567 (27) McNeill Street currently has the following accommodation:

- Sullivan Lodge – three (3) units
- Wilfred Thomas Lodge – two (2) Units
- Pioneer House – currently utilised as workers accommodation.

At the Ordinary Meeting of Council held 25 November 2026, Council resolved the following:

'MOTION 10498

Moved *Cr SC Carter*

Seconded *Cr DS Cream*

That Council:

1. *Award RFT2526-01 to Modular WA for the Design & Construction of Aged Accommodation at a cost of $475,796.00 (inc GST);*
2. *Authorise the Chief Executive Officer to issue a purchase order as per Point 1 above;*
3. *Make an allocation in the 2026-2027 budget of $97,586.00 to cover the shortfall of the construction and landscaping expenses.*

CARRIED 7/0'

Modular WA completed the construction of two (2) units to the west of the existing Sullivan Lodge in June 2026. Completion of the landscaping will be finalised in the coming months.

In December 2025, Officers submitted a funding application via the Regional Housing Support Fund to demolish the existing Sullivan Lodge and construct three (3) new modular units. On 5 August 2026, we were advised by the Department Planning, Lands and Heritage that our application was unsuccessful.

Consultation

Senior Management Team

Legislative Implications
State
Local Government Act 1995 Section 3.57- Provision of goods and services.
Local Government (Functions and General) Regulations 1996

Policy Implications
Local
Council Policy 3.3 Regional Price Preference
Council Policy 3.5 Purchasing

Financial Implications
An allocation was made in the 2026-2027 budget for expenditure of $1,129,298 which was offset by grant income of $833,080 and a transfer from the Land & Buildings Reserve of $296,218. As the funding application was unsuccessful, additional funds would need to be transferred from the Land & Buildings Reserve which has funds to cover this project. It is to be noted that $782,028 was transferred into this reserve in 2026-2027 to assist with this project should the funding application not be successful.

General Function Implications
Nil

Strategic Implications
Shire of Dalwallinu – Council Plan 2025-2035
Access to appropriate aged care and housing was identified as an emerging priority within the Shire's Council Plan.

Site Inspection
Site inspection undertaken: No

Sustainability & Climate Change Implications
Economic implications
There are no known significant economic implications associated with this proposal.

Social implications
There are no known significant social implications associated with this proposal.

Environmental implications
There are no known significant environmental implications associated with this proposal.

Officer Comment
During the 2026-2027 budget process, Council allocated funds to the Land & Buildings reserve to use to construct additional aged housing, if the funding application was unsuccessful.

With the completion of the first two units in the coming months, this would be an ideal time to call for tenders for the construction of an additional three (3) units. There are two residents currently residing in Sullivan Lodge. We propose to reshuffle the tenants between Sullivan Lodge, Wilfred Thomas Lodge and the new units. This would then enable Sullivan Lodge to be demolished.

It is proposed that the tender calls for two options:

1. Design and construction of three (3) 1x1 units; and
2. Design and construction of two (2) 1x1 and one (1) 2x1 units

The two-bedroom option may not be an option given the land available.

The proposed weighting for scoring of the tenders is listed below:

Criteria	Weighting
Price	65%
Relevant Experience in similar projects	20%
Ability to meet delivery Timeframe	10%
Tenderer's WHS Policies and Procedures	5%

It is proposed to advertise the tender in 'The West' on Saturday 29 August 2026 with the closing date being 2pm, Wednesday 7 October 2026.

Officer Recommendation/Council Resolution

MOTION 10615

Moved Cr DS Cream
Seconded Cr S Hickleton

That Council:

1. Authorises the Chief Executive Officer to call for tenders for the Design and Construction of Aged Accommodation on Lot 567 (27) McNeill St, Dalwallinu;
2. Sets the qualitative criteria as follows:

Price	65%
Relevant Experience in Similar Projects	20%
Ability to meet delivery timeframe	10%
Tenderer's WHS Policies and Procedures	5%

CARRIED 6/0

For: President KL Carter, Deputy MM Harms, Cr JL Counsel, Cr DS Cream, Cr S Dawson, Cr S Hickleton
Against: Nil

9.4.6 Active Transport Fund Application

Report Date	25 August 2026
Applicant	Shire of Dalwallinu
File Ref	GS/10 – Grants and Subsidies - Applications
Previous Meeting Reference	Nil
Prepared by	Jean Knight, Chief Executive Officer
Supervised by	Jean Knight, Chief Executive Officer
Disclosure of interest	Nil
Voting Requirements	Simple Majority
Attachments	Nil

Purpose of Report

Council is requested to endorse an application to the Active Transport Fund (ATF) for the construction of 2,445m of dual use pathways in the Dalwallinu townsite and commit to the 50% co-contribution for the 2027-2028 budget.

Background

The ATF is part of the Australian Government's commitment, under the National Road Safety Strategy 2021-30, to improve road safety outcomes, including for vulnerable road users such as cyclists and pedestrians. The program also supports the Australian Government's commitment to reducing emissions and supporting active and liveable communities.

The ATF is an ongoing, application-based, merit-assessed, funding program, open to all state and territory governments and Local Government Authorities. The program provides funding for the upgrade of existing, and construction of new, bicycle and walking pathways across Australia.

In the 2026-2027 budget, the Australian Government committed ongoing funding of $50 million per year for the ATF.

Tranche 2 of the ATF is open from 1 August 2026 to 30 September 2026.

Consultation

Manager Works & Services

Legislative Implications

Nil

Policy Implications

Nil

Financial Implications

The estimated cost for the construction of the dual use pathways is $489,000. If the funding application is successful, the project requires a 50% co-contribution of $244,500 from Council.

It is envisaged that this would be included in the 2027-2028 budget.

General Function Implications
Nil

Strategic Implications
Shire of Dalwallinu – Council Plan 2025-2035
Encourage safe, sustainable and connected active transport with improved paths and cycleways.

Site Inspection
Site inspection undertaken: Yes

Sustainability & Climate Change Implications
Economic implications
There are no known significant economic implications associated with this proposal.

Social implications
There are no known significant social implications associated with this proposal.

Environmental implications
There are no known significant environmental implications associated with this proposal.

Officer Comment
In May 2022, Council adopted the Shire of Dalwallinu Local Bicycle Network Plan. Since that plan was adopted, the following footpaths have been constructed:

Year	Location	Metres	Cost
22/23	Johnston St – Far northern end to Sawyer Ave	230	51,544
	James St – McNeill St to Johnston St	115	14,032
	James St – McNeill St to Annetts Rd	115	14,032
	Johnston St – Shire Admin to Wheatlands	138	28,595
	Locke St – Hazlett St to Rolinson Dve	86	17,853
	TOTAL:	**684**	**126,056**
23/24	Hyde St – McNeill St to Annetts Rd Street	115	32,940
	Dungey Way	180	33,100
	Leahy St – South St to Annetts Rd -	125	25,200
	TOTAL:	**420**	**91,240**
24/25	Owen McNeill St to Annetts Rd	115	23,230
	Johnston St – Wheatlands to GNH	125	25,120
	Rolinson Dve – Locke St to Prior St	162	36,465
	Locke St – School end heading south	50	10,100
	TOTAL:	**452**	**94,915**
25/26	Wasley Street *(c/fwd to 26/27)*	329	68,642
	TOTAL:	**329**	**68,642**

And the plan proposes to construct the following footpaths in the coming years:

Year	Location	Metres	Cost
26/27	Strickland Drive	408	79,752
	Myers Street	130	25,411
	TOTAL:	**538**	**105,163**
27/28	Colin Anderson Drive	295	59,000
	Gamenya Place	125	25,000
	Magenta Mews	180	36,000
	TOTAL:	**600**	**120,000**

In addition to the pathways included in the plan, Officers have identified locations for additional dual use pathways:

Location	Metres	Cost
McNeill Street (eastern side)	925	185,000
Strickland Drive (west side One School) to Leahy Street	370	74,000
Annetts Road west side Myers to Owens	550	110,000
TOTAL:	**1,845**	**369,000**

Should we be successful with our funding application, the project is to commence within twelve (12) months of signing the funding agreement and is to be completed within two (2) years. We propose to complete the works in the 2027-2028 financial year if successful.

Officer Recommendation/Council Resolution

MOTION 10616

Moved Cr S Hickleton
Seconded Cr JL Counsel

That Council:

1. Endorse the Active Transport Fund application for the construction of 2,445m of dual use pathways in the Dalwallinu townsite;
2. Should the funding application be successful, commits to the 50% co-contribution (estimated at $244,500) for costs associated with the construction of the dual use pathways in the 2027-2028 budget.

CARRIED 6/0

For: President KL Carter, Deputy MM Harms, Cr JL Counsel, Cr DS Cream, Cr S Dawson, Cr S Hickleton

Against: Nil

10 APPLICATION FOR LEAVE OF ABSENCE

Nil

11 MOTIONS OF WHICH NOTICE HAS BEEN RECEIVED

Nil

12 QUESTIONS FROM MEMBERS WITHOUT NOTICE

Nil

13 NEW BUSINESS OF AN URGENT NATURE (INTRODUCED BY DECISION OF THE MEETING)

Nil

14 MEETING CLOSED TO THE PUBLIC – CONFIDENTIAL BUSINESS AS PER LOCAL GOVERNMENT ACT, 1995, SECTION 5.23(2)(c) & SECTION 5.23(4)(c)(i) & SECTION 5.23(2)(b)(ii)

MOTION 10617
Moved Cr DS Cream
Seconded Cr JL Counsel

That Council moves into a closed session at 5.21pm to consider the confidential report listed below in a meeting closed to the public in accordance with Section 5.23(2)(c) & Section 5.23(4)(c)(i) of the *Local Government Act 1995* and r.4A(c) of the *Local Government (Administration) Regulations 1996.*

14.1 Disposal of Lots 52 (23) Nelson Street, Buntine
This matter is considered to be confidential under Section 5.23(2)(c) of the *Local Government Act 1995,* and the Council is satisfied that discussion of this matter in an open meeting would, on balance, be contrary to the public interest as it deals with a matter that if disclosed would reveal a prescribed matter *and* Section 5.23(c)(i) information contained in a tender received by the local government for a contract to the extent that the information is a tendered price.

14.2 Disposal of Lots 1 and 2 Nelson Street, Buntine
This matter is considered to be confidential under Section 5.23(2)(c) of the *Local Government Act 1995,* and the Council is satisfied that discussion of this matter in an open meeting would, on balance, be contrary to the public interest as it deals with a matter that if disclosed would reveal a prescribed matter *and* Section 5.23(c)(i) information contained in a tender received by the local government for a contract to the extent that the information is a tendered price.

14.3 Chief Executive Officer Annual Performance Review
This matter is considered to be confidential under Section 5.23(2)(b)(ii) of the *Local Government Act 1995,* and the Council is satisfied that discussion of this matter in an open meeting would, on balance, be contrary to the public interest as it deals

(b) a matter relating to the recruitment or employment of the CEO or a senior employee, including the following —
  (ii) a review of performance under section 5.38;

CARRIED 6/0

For: President KL Carter, Deputy MM Harms, Cr JL Counsel, Cr DS Cream, Cr S Dawson, Cr S Hickleton
Against: Nil

5.21pm Mr Simon Robinson left the meeting.
5.21pm Ms Catherine Savy left the meeting.

14.1 Disposal of Lot 52 (23) Nelson Street, Buntine

Report Date	25 August 2026
Applicant	Shire of Dalwallinu
File Ref	A121
Previous Meeting Reference	OCM 24 March 2026 (M10541)
Prepared by	Jean Knight, Chief Executive Officer
Supervised by	Jean Knight, Chief Executive Officer
Disclosure of interest	Nil
Voting Requirements	**Absolute Majority**
Attachments	Nil

Purpose of Report

Council is requested to consider offers received for the Sale of Lot 52 (23) Nelson Street, Buntine (Buntine CWA Building).

Officer Recommendation/Council Resolution

MOTION 10618

Moved Cr JL Counsel
Seconded Cr DS Cream

That Council:

1. Accepts the offer of $30,000.00 (inc GST) from Leesa Morton for Lot 52 (23) Nelson Street, Buntine, which was conducted by a secret ballot due to receiving three (3) offers for the same value;
2. Should the offer at Point 1 not proceed, authorises the Chief Executive Officer to accept the offer of $30,000.00 from Katharine Savory;
3. Authorises the Chief Executive Officer to advertise the proposed disposition of Lot 52 (23) Nelson Street, Buntine as per the requirements of the *Local Government Act 1995 Section 3.58*;
4. Subject to not receiving any submissions during the advertising period, authorise the Chief Executive Officer to finalise the disposal of Lot 52 (23) Nelson Street, Buntine;
5. Authorise the Shire President and Chief Executive Officer to sign and affix the Common Seal to all documents pertaining to the disposal of Lot 52 (23) Nelson Street, Buntine;
6. Authorise the Chief Executive Officer to transfer the net proceeds of the sale to the Land and Buildings Reserve to fund future land or housing developments.

CARRIED BY ABSOLUTE MAJORITY 6/0

For: President KL Carter, Deputy President MM Harms, Cr JL Counsel, Cr DS Cream, Cr S Dawson, Cr S Hickleton

Against: Nil

14.2 Disposal of Lot 1 & 2 Nelson Street, Buntine

Report Date	25 August 2026
Applicant	Shire of Dalwallinu
File Ref	A9000
Previous Meeting Reference	OCM 28 July 2026 (M10603)
Prepared by	Hanna Jolly, Manager Corporate Services
Supervised by	Jean Knight, Chief Executive Officer
Disclosure of interest	Nil
Voting Requirements	**Absolute Majority**
Attachments	Nil

Purpose of Report

Council is requested to consider offers received for the Sale of Lots 1 & 2 Nelson Street, Buntine (Buntine Town Hall).

Officer Recommendation/Council Resolution

MOTION 10619

Moved Cr S Dawson
Seconded Cr JL Counsel

That Council:

1. Declares that it believes that the valuation for the buildings on Lot 1 and 2 Nelson Street, Buntine of $214,400.00 (ex GST) undertaken by Griffin Valuation Advisory in June 2022, and the valuation of the recent purchase of the land from Department Planning Lands & Heritage of $21,825.20 (ex GST), is a true indication of the value of the proposed disposition;
2. Accepts the offer of $66,000.00 (inc GST) from Simon Robinson & Catherine Savy for Lots 1 and 2 Nelson Street, Buntine;
3. Should the offer at Point 2 above not proceed, authorise the Chief Executive Officer to accept the offer of $56,000.00 (inc GST) from Marek & Madison Timm for Lots 1 and 2 Nelson Street, Buntine;
4. Authorises the Chief Executive Officer to advertise the proposed disposition of Lots 1 and 2 Nelson Street, Buntine as per the requirements of the *Local Government Act 1995 Section 3.58*;
5. Subject to not receiving any submissions during the advertising period, authorise the Chief Executive Officer to finalise the disposal of Lots 1 and 2 Nelson Street, Buntine;
6. Authorise the Shire President and Chief Executive Officer to sign and affix the Common Seal to all documents pertaining to the disposal of Lots 1 and 2 Nelson Street, Buntine;
7. Authorise the Chief Executive Officer to transfer the net proceeds of the sale to the Land and Buildings Reserve to fund future land or housing developments.

CARRIED BY ABSOLUTE MAJORITY 6/0

For: President KL Carter, Deputy President MM Harms, Cr JL Counsel, Cr DS Cream, Cr S Dawson, Cr S Hickleton

Against: Nil

5.27pm CEO Ms Jean Knight declared a Financial Interest in Item 14.3 and left the meeting.

14.3 Chief Executive Officer Annual Performance Review*

Report Date	27 October 2026
Applicant	Shire of Dalwallinu
File Ref	PE/139 – Personal File
Previous Meeting Reference	Nil
Prepared by	Jean Knight, Chief Executive Officer
Supervised by	Jean Knight, Chief Executive Officer
Disclosure of interest	Financial Interest
Voting Requirements	**Absolute Majority**
Attachments	1. Key Result Area Update 2. Summary of Survey Responses 3. Additional KPIs for 2026-2027

Purpose of Report

The Chief Executive Officer Annual Performance Review item has been prepared by the Chief Executive Officer to present to Council. The Chief Executive Officer has declared a Financial Interest in this item. Council is requested to consider the annual performance review and remuneration package of the Chief Executive Officer for the previous twelve (12) months.

Officer Recommendation/Council Resolution

MOTION 10620

Moved Cr MM Harms
Seconded Cr S Hickleton

That Council adopt the recommendation of the CEO Performance Review Group and endorse:

1. The performance of the Chief Executive Officer for the twelve (12) month period from August 2025 to August 2026 was considered satisfactory in meeting the Key Result Areas as set by Council;
2. The Key Performance Indicators contained within the report;
3. The additional Key Performance Indictors for 2026-2027 as attached to this report;
4. The increase to $8,000 per annum for Professional Development in the salary package and increases the salary component by 2.5%, effective from Wednesday 1 July 2026.

CARRIED BY ABSOLUTE MAJORITY 6/0

For: President KL Carter, Deputy President MM Harms, Cr JL Counsel, Cr DS Cream, Cr S Dawson, Cr S Hickleton
Against: Nil

5.29pm CEO Ms Jean Knight re-entered the meeting.

PROCEDURAL MOTION 10621

Moved Cr JL Counsel
Seconded Cr DS Cream

That the meeting come from behind closed doors at 5.31pm.

CARRIED 6/0

For: President KL Carter, Deputy MM Harms, Cr JL Counsel, Cr DS Cream, Cr S Dawson, Cr S Hickleton
Against: Nil

5.32pm Mr Simon Robinson re-entered the meeting.
5.32pm Ms Catherine Savy re-entered the meeting.

15 SCHEDULING OF MEETING

The next Ordinary Meeting of Council will be held on 22 September 2026 at the Shire of Dalwallinu Council Chambers, 58 Johnston Street, Dalwallinu commencing at 5.00pm.

16 CLOSURE

There being no further business, the Chairperson closed the meeting at 5.36pm.

17 CERTIFICATION

I, Keith Leslie Carter, certify that the minutes of the Ordinary Council meeting held on the 25 August 2026, as shown on page numbers 1 to 163 were confirmed as a true record at the Ordinary Council meeting held on 22 September 2026.

____
CHAIRPERSON

____
DATE