

AGENDA

Ordinary Council Meeting

Thursday 19 March 2026
3:30pm

Council Chambers, 22 Watts Street, Wandering

OUR VISION

Wandering is a community of responsible, resilient and adaptable residents thriving in our scenic, economically diverse environment.

This Ordinary Council Meeting will be recorded in line with Section 5.23A of the *Local Government Act 1995*.

Electronic copies of minutes and agendas are available for download from the Shire of Wandering website www.wandering.wa.gov.au

Notice of Meeting

Dear Elected Members, Residents and Ratepayers,

The next Ordinary Council Meeting of the Shire of Wandering will be held on Thursday 19 March 2026 in the Council Chambers commencing at 3.30pm. The purpose of this Council Meeting is to discuss and, where possible, make resolutions about items appearing on the agenda.

DISCLAIMER

No responsibility whatsoever is implied or accepted by the Shire of Wandering for any act, omission or statement or intimation occurring during Council or Committee meetings or during formal/informal conversations with staff. The Shire of Wandering disclaims any liability for any loss whatsoever and howsoever caused arising out of reliance by any person or legal entity on any such act, omission or statement or intimation occurring during Council or Committee meetings or discussions.

Any person or legal entity that act or fails to act in reliance upon any statement does so at the person's or legal entity's own risk.

In particular and without derogating in any way from the broad disclaimer above, in any discussion regarding any planning application or application for a licence, any statement or limitation of approval made by a member or officer of the Shire of Wandering during the course of any meeting is not intended to be and is not taken as notice of approval from the Shire of Wandering.

The Shire of Wandering warns that anyone who has an application lodged with the Shire of Wandering must obtain and only should rely on **WRITTEN CONFIRMATION** of the outcome of the application, and any conditions attaching to the decision made by the Shire of Wandering in respect of the application.



Dr Alistair Pinto
Chief Executive Officer

16 March 2026

INFORMATION FOR THE PUBLIC ATTENDING COUNCIL MEETINGS

PUBLIC QUESTION TIME:

The Shire of Wandering welcomes community participation during public question time.

1. All Council meetings are open to the public, except for matter raised by Council under “Confidential Reports”.
2. Members of the public may ask a question at an ordinary Council Meeting under “Public Question Time”.
3. A member of the public who raises a question during question time must:
 - a. be in attendance at the meeting.
 - b. first state their name and address.
 - c. direct the question to the Presiding Member.
 - d. ask the question briefly and concisely.
 - e. limit any preamble to matters directly relevant to the question and
 - f. ensure that the question is not accompanied by any expression of opinion, statement of fact or other comment, except where necessary to explain the question.
4. Each member of the public is entitled to ask a maximum of 3 questions. Questions must be related to the items on the agenda only. Questions on items not related to the agenda, within the remit of the local government, may be taken on notice and a response provided after the meeting.
5. Written notice of each question should be given to the Chief Executive Officer a minimum of one working day prior to the commencement of the meeting. Questions may be submitted via email to reception@wandering.wa.gov.au or submitted in written format at the Shire Office reception. A summary of each question and the response will be included in the meeting minutes.
6. When a question is unable to be answered at the Council Meeting a written answer will be provided prior to the next ordinary meeting of Council.

Council Meeting Information:

Councillors may from time to time have a financial interest in a matter before Council. Councillors must declare an interest and the extent of the interest in the matter on the agenda. The Councillor must leave the meeting whilst the matter is discussed and cannot vote on the agenda item.

Members of staff, who have delegated authority from Council to act on certain matters, may from time to time have a financial interest in a matter on the agenda. The member of staff must declare that interest and generally the presiding member of the meeting will advise the Officer if he/she is to leave the meeting.

Should an elector wish to have a matter placed on the agenda the relevant information should be forwarded to the Chief Executive Officer two weeks prior to an ordinary council meeting to allow the matter to be fully researched by a Shire Officer. An agenda item, including a recommendation, will then be submitted to Council for consideration. The agenda closes the Friday week prior to the Council Meeting (i.e. ten (10) days prior to the meeting).

Agendas for Ordinary Council Meetings are available on the Shire website seventy-two (72) hours prior to the meeting and the public are invited to view a copy at the Shire Office. Printed copies can be made available from the Shire Administration Office for a printing fee, as per the Fees and Charges Schedule.

Agenda items submitted to Council will include a recommendation for Council consideration. Electors should not interpret and/or act on the recommendations until after they have been considered by Council. Please note the Disclaimer on page 2.

Public Inspection of Unconfirmed Minutes (Regulation 13) - A copy of the unconfirmed Minutes of Ordinary and Special Council Meetings will be available for public inspection from the Shire of Wandering Office and the Shire of Wandering website within ten (10) working days after the Meeting.

Dr. Alistair Pinto
Chief Executive Officer

TABLE OF CONTENTS

1.	DECLARATION OF OPENING / ANNOUNCEMENT OF VISITORS.....	5
2.	RECORD OF ATTENDANCE / APOLOGIES / APPROVED LEAVE OF ABSENCE	5
2.1	Attendance.....	5
2.2	Apologies	5
2.3	Approved Leave of Absence	5
3.	PUBLIC QUESTION TIME	5
4.	PETITIONS / DEPUTATIONS / PRESENTATIONS / SUBMISSIONS	5
5.	REQUESTS FOR LEAVE OF ABSENCE	5
6.	DISCLOSURE OF INTEREST	5
7.	CONFIRMATION OF MINUTES OF PREVIOUS MEETING	6
7.1	Ordinary Council Meeting Minutes – 19 February 2026.....	6
7.2	Annual Electors Meeting Minutes – 25 February 2026	6
8.	ANNOUNCEMENTS BY THE PRESIDING MEMBER WITHOUT DISCUSSION.....	6
9.	RECEPTION OF MINUTES AND RECOMMENDATIONS OF COMMITTEES	6
9.1	CRC Working Group Meeting 10 February 2026	6
9.2	WALGA Central Country Zone Meeting 13 February 2026	7
9.3	Wandering Community Centre Upgrade Committee Meeting 11 March 2026.....	7
10.	COUNCILLOR REPORTS	8
10.1	Shire President Report.....	8
10.2	Deputy President Report.....	8
11.	CORPORATE SERVICES REPORTS.....	9
11.1	Financial Report 28 February 2026	9
11.2	Accounts for Payment 28 February 2026	11
12.	PLANNING AND TECHNICAL SERVICES REPORTS.....	12
13.	CHIEF EXECUTIVE OFFICER REPORTS	13
13.1	Proposed Electoral Reform.....	13
13.2	Local Emergency Management Committee Members	17
13.3	Worsley Alumina (South 32) Community Liaison Committee.....	19
13.4	5 Dunmall Drive, Wandering – Lease with Department of Communities.....	21
13.5	Shire of Wandering Policy Manual Review – Policies 7, 44, 47, 79, 86	23
14.	ELECTED MEMBERS MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN	24
15.	NEW BUSINESS OF AN URGENT NATURE APPROVED BY THE PERSON PRESIDING OR BY DECISION OF THE MEETING	24
16.	CONFIDENTIAL REPORTS	24
17.	CLOSURE OF MEETING	24

1. DECLARATION OF OPENING / ANNOUNCEMENT OF VISITORS

The Presiding Member to declare the meeting open.

2. RECORD OF ATTENDANCE / APOLOGIES / APPROVED LEAVE OF ABSENCE

2.1 Attendance

Elected Members

Cr Sheryl Little Shire President (Presiding Member)
Cr Lou Cowan
Cr Gillian Hansen
Cr Dennis Jennings
Cr Peter Latham
Cr Andrew Thompson

Staff

Dr. Alistair Pinto Chief Executive Officer
Karl Mickle Operations Manager
Lisa Boddy Executive Assistant

Members of the Public

2.2 Apologies

2.3 Approved Leave of Absence

Cr Alan Price Deputy President

3. PUBLIC QUESTION TIME

4. PETITIONS / DEPUTATIONS / PRESENTATIONS / SUBMISSIONS

5. REQUESTS FOR LEAVE OF ABSENCE

6. DISCLOSURE OF INTEREST

Name	Item No.	Interest	Nature

7. CONFIRMATION OF MINUTES OF PREVIOUS MEETING

7.1 Ordinary Council Meeting Minutes – 19 February 2026

Statutory Environment:

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

Voting Requirements:

Simple Majority

Recommendation:

That the Minutes of the Ordinary Meeting of Council held on 19 February 2026 be confirmed as true and correct.

Moved: _____ Seconded: _____

Carried

For/Against: Cr Little Cr Price Cr Cowan Cr Hansen Cr Jennings Cr Latham Cr Thompson

7.2 Annual Electors Meeting Minutes – 25 February 2026

Statutory Environment:

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

Voting Requirements:

Simple Majority

Recommendation:

That the Minutes of the Annual Electors Meeting held on 25 February 2026 be confirmed as true and correct.

Moved: _____ Seconded: _____

Carried

For/Against: Cr Little Cr Price Cr Cowan Cr Hansen Cr Jennings Cr Latham Cr Thompson

8. ANNOUNCEMENTS BY THE PRESIDING MEMBER WITHOUT DISCUSSION

9. RECEPTION OF MINUTES AND RECOMMENDATIONS OF COMMITTEES

9.1 CRC Working Group Meeting | 10 February 2026

Officer Recommendation

That the minutes of the CRC Working Group Meeting held on 10 February 2026, be received.

Moved: _____ Seconded: _____



CRC Working Group Minutes

A meeting of the Wandering Community Resource Centre Working Group was held on Tuesday 10th February 2026 at the Community Resource Centre commenced at **1.00pm**.

Wandering Community Resource Centre Working Group Minutes for Meeting on 10th February 2026

OUR VISION

Wandering is a community of responsible, resilient and adaptable residents thriving in our scenic, economically diverse environment.

Agenda for	CRC Working Group	
Date	10/02/2026	
Time	1.00PM	
Location	Wandering CRC	
Invitees		
Name	Position	Initials
Alistair Pinto	CEO	AP
Alan Price	Councillor	AP
Gillian Hansen	Councillor	GH
Dennis Jennings	Councillor	DJ
Jacqui Schorer	Community Member	JS
Lee Muller	Community Member	LM
Nicola Kelliher	Community Member	NK
Roslyn Warburton	Community Member	RW
Alana Rosenthal	CRC Manager	AR
Colleen Ovens	CRC Administration Officer	CO
Marina Corkery	CRC Administration Officer	MC
Sophie Edgerton-Warburton	CRC Administration Officer	SW

ABSENT: JS; CO; AP; RW

MEETING COMMENCED AT: 1:15pm

Item #	Agenda Item	Initials
1.	Accept Minutes of Previous Meeting – Accepted - Seconded	All
2.	Business Arising from Previous Meeting	All
3.	Lions-Letter of Request for Funding for Community Group Advertising	AR
4.	CRC Working Group proposed meeting dates/time to be confirmed	All
5.	Upcoming CRC Activities TO BE PRESENTED AT THE MEETING	AR/CC
6.		
7.		

1. Accept Minutes of Previous Meeting

Meeting held: 11th November 2025
Accept : DJ **Seconded:** GH
Attachments:

Summary:

Comment:

Recommendation/Actions:

2. Business Arising from Previous Meeting

Summary: Letter of request for funding assistance was forwarded to Lou Cowan of Wandering Lions being for Community Group advertising in the Wandering Echo

Comment: Lions are holding there meeting their meeting on Thursday 12th February of which this letter will be presented to the committee for approval.

Recommendation/Action: Follow up after Lions have had their meeting.

3. Lions Club – Letter of Request for Funding for Community Group Advertising

Attachments: Letter of Request (Forwarded to Lou Cowan.)

Summary: Lions will be holding their meeting on the 12th February 2026, Lou will be presenting the letter of request for committee approval. (Copy of Letter attached to Agenda)

Comment:

Recommendation/Action: An email was received and the Wandering Lions have accepted our request. (Email response is attached.)

4. CRC Working Group proposed meeting dates/time to be confirmed.

Author: *Alana Rosenthal, CRC Coordinator*

Summary: Proposed TUESDAY meeting dates would be as follows:
**10TH FEBRUARY **MAY 12TH **11TH AUGUST ** NOVEMBER 10TH

Comment: All dates and no time change were accepted by members present.

Recommendation/Action: MEETING DATES/TIMES: TUESDAYS @ 10:00AM
DATES: MAY 12TH **** 11TH AUGUST **** 10TH NOVEMBER 2026

MC is to send out calendar invitations to all committee members for meeting dates and times and noting "subject to change".

5. Upcoming CRC Activities

Author: Alana Rosenthal, CRC Co-ordinator

Attachments: No attachments

Summary:

For the working group to review the proposed activities for the CRC over the next 3 months.

Comment:

During the year, the Wandering CRC runs a number of events each year and some are free to the participant and others are user pay. Where possible grants are applied for to either subsidise the event or fully fund it for participants so there no cost for the participant.

The following is a schedule of events that are being proposed to the end of February 2026

ACTIVITY	PROPOSED DATE	USER PAY/FREE EVENT
Beginner Computer Classes	10 th , 17 th , 24 th February 2026 and 3 rd March 2026	\$40.00 P/P for 4 classes
Sundowner – Volunteer Day	26 th February 2026	Free
Youth Group Strategy Meet	16 th February	Free
International Woman’s Day Luncheon	8 th March 2026	\$50.00 p/p
Wandering Ageing Well – High Tea	23 rd February 2026	Free

Comments:

- Youth Group Strategy meeting to discuss Youth Week (12-16th April 2026) \$1000.00 Grant approval – CO to follow up with Perth Glory for potential sport activity.
- GH has put forward a Community Groups involvement in Rubbish Clean Up Day to be held for the township on Saturday 28th March 2026 (CRC can assist with supplying rubbish bags and pick up tools and gloves).
- New noticeboards are completed and awaiting installations.
- WHITEHAUS architecture report was emailed to members of the committee for them to review at their leisure. Extensive discussion took place about a new facility and potentially what that can look like. Members were asked to take time to think about design and how best to serve the community needs, perhaps research other towns and their facilities.
- Investing in repairs/upgrade to existing CRC building was not a favourable option amongst members, but using for a display or history of the town seemed favourable.
- It was also discussed and agreed that separating the items (CRC vs Building) agendas was not favourable due to members already having other commitments. Instead, we allocate 30 minutes for CRC business/activities and 1 hour to open discussions and brainstorming for building planning/updates.

Recommendation/Actions: MC to email a map of vacant block for potential site of new building.

MEETING CLOSED: 2:25PM

NEXT MEETING TO BE HELD – 10:00AM - 12th MAY 2026

Carried

For/Against: Cr Little Cr Price Cr Cowan Cr Hansen Cr Jennings Cr Latham Cr Thompson

9.2 WALGA Central Country Zone Meeting | 13 February 2026

Officer Recommendation

That the minutes of the WALGA Central Country Zone Meeting held on 13 February 2026, be received.

Moved: _____ Seconded: _____

Carried

For/Against: Cr Little Cr Price Cr Cowan Cr Hansen Cr Jennings Cr Latham Cr Thompson

9.3 Wandering Community Centre Upgrade Committee Meeting | 11 March 2026

Officer Recommendation

That the minutes of the Wandering Community Centre Upgrade Committee Meeting held on 11 March 2026, be received.

Moved: _____ Seconded: _____

Carried

For/Against: Cr Little Cr Price Cr Cowan Cr Hansen Cr Jennings Cr Latham Cr Thompson

SHIRE OF WANDERING

22 Watts Street, Wandering WA 6308
Ph: (08) 6828 1800
www.wandering.wa.gov.au



MINUTES

Wandering Community Centre Committee Meeting 11 March 2026

OUR VISION

Wandering is a community of responsible, resilient and adaptable residents thriving in our scenic, economically diverse environment.

These Minutes of the Wandering Community Centre Committee Meeting held on 11 March 2026 are confirmed as a true and correct record of proceedings without amendment.

.....
Brendan Whitely, Chairperson

.....
Date

DISCLAIMER

No responsibility whatsoever is implied or accepted by the Shire of Wandering for any act, omission or statement or intimation occurring during Council or Committee meetings or during formal/informal conversations with staff. The Shire of Wandering disclaims any liability for any loss whatsoever and howsoever caused arising out of reliance by any person or legal entity on any such act, omission or statement or intimation occurring during Council or Committee meetings or discussions.

Any person or legal entity that act or fails to act in reliance upon any statement does so at the person's or legal entity's own risk.

In particular and without derogating in any way from the broad disclaimer above, in any discussion regarding any planning application or application for a licence, any statement or limitation of approval made by a member or officer of the Shire of Wandering during the course of any meeting is not intended to be and is not taken as notice of approval from the Shire of Wandering.

The Shire of Wandering warns that anyone who has an application lodged with the Shire of Wandering must obtain and only should rely on **WRITTEN CONFIRMATION** of the outcome of the application, and any conditions attaching to the decision made by the Shire of Wandering in respect of the application.

Dr Alistair Pinto
Chief Executive Officer

SHIRE OF WANDERING

Minutes of the Wandering Community Centre Committee Meeting held at the Wandering Community Centre on Wednesday 11 March 2026 – commencing at 6.00pm.

Contents

1.	Declaration of Opening / Announcements of Visitors	3
2.	Attendance / Apologies / Approved Leave of Absence.....	3
3.	Confirmation of Minutes of Previous Meetings Held.....	3
3.1	Committee Meeting Minutes – 11 February 2026	3
4.	Actions from Last Meeting	3
4.1	BBQ Shelter	3
5.	General Business	4
5.1	Plaque to acknowledge donations	4
5.2.	Plaque for Acknowledgment of the Wandering Committee Upgrade Committee	4
	Acknowledge grant funding	4
5.3	Issue of ventilation in kitchen.....	4
5.4	Items for Council consideration in Annual Budget 2026-2027.....	5
6.	Next Meeting Date	5
7.	Closure of Meeting	5

1. Declaration of Opening / Announcements of Visitors

The Chairman declared the meeting open at 6:20pm

2. Attendance / Apologies / Approved Leave of Absence

Councillors

Cr Sheryl Little, Cr Gillian Hansen, Cr Lou Cowan

Community Members

Brendan Whitely, Lee Muller, Max Watts, Darralyn Ebsary

Shire of Wandering Staff

Dr Alistair Pinto – Chief Executive Officer.

Karl Mickle – Operations Manager.

Visitors

Nil

Apologies

3. Confirmation of Minutes of Previous Meetings Held

3.1 Committee Meeting Minutes – 11 February 2026

Statutory Environment:

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

Voting Requirements:

Simple Majority

Recommendation:

That the Minutes of the Wandering Community Centre Upgrade Committee Meeting held on 11 February 2026 be confirmed as true and correct.

Moved: Cr. Gillian Hansen

Seconded: Cr. Lou Cowan

Carried 7/0

For / Against: Cr L Cowan, Cr G Hansen, Cr S Little, B Whitely, L Muller, D Ebsary, M Watts

4. Actions from Last Meeting

4.1 BBQ Shelter

Action: Cr. Hansen to organise meeting with Shaun Brand to confirm donation from the WCOW towards the BBQ shelter. The committee will request the WCOWC provides in writing confirmation of their financial contribution.

Meeting was organised. WCOW agreed to buy two lots of tables and chairs for BBQ area – approx. costs \$3200 each. Nothing committed in writing as yet.

Action: Committee requesting Operations Manager write to WCOW and provide them with clarification that design of the BBQ tables and any plaques require approval by the sub-committee.

Project update - Purchase order issued to contractor and installation scheduled to occur within 3-4weeks.

For / Against: Cr L Cowan, Cr G Hansen, Cr S Little, B Whitely, L Muller, D Ebsary, M Watts

5.4 Items for Council consideration in Annual Budget 2026-2027

List of items identified by committee for the kitchen

10 door container for sports storage - \$5,000 to \$16,000

5.5 Storage of alcohol in the kitchen fridges

Committee discussed this as an issue as it is still occurring.

Other Business

Lee Muller has tendered her resignation, effective June 2026.

The Chair acknowledged Lee's contribution and thanked her for her efforts over the past several years on this committee. Lee will remain on the committee until June.

6. Next Meeting Date

13 May 2026 at 7pm in the Council Chambers.

7. Closure of Meeting

The meeting was declared closed at 7:45pm

10. COUNCILLOR REPORTS

10.1 Shire President Report

Meetings attended by Shire President in February

04 February - Wandering Bushfires Local Recovery Coordination Group Meeting

11 February – Meeting with CEO

11 February – Special Council Meeting

11 February – Wandering Community Centre Upgrade Committee Meeting

13 February – WALGA Central Country Zone Meeting

18 February - Meeting with CEO

19 February – General Planning Forum and Ordinary Council Meeting

23 February - Hotham Dale Sub Regional Road Group Meeting

23 February - CRC High Tea Event - Launch Ageing Well Strategy

25 February - Meeting with CEO

25 February - Annual Electors Meeting

26 February - International Volunteer Day Event

04 March - Emergency Management Foundations for Local Government Training

08 March - International Women's Day Event

10 March – Local Emergency Management Committee Meeting

13 March - Wheatbelt South Regional Road Group Meeting

18 March - Catch up Shire of Wandering & Pingelly

10.2 Deputy President Report

Meetings attended by Deputy President

11 February – Special Council Meeting

19 February – General Planning Forum and Ordinary Council Meeting

23 February - Hotham Dale Sub Regional Road Group Meeting

25 February - Annual Electors Meeting

26 February - International Volunteer Day Event

04 March - Emergency Management Foundations for Local Government Training

13 March - Wheatbelt South Regional Road Group Meeting

11. CORPORATE SERVICES REPORTS

11.1 Financial Report 28 February 2026

File Reference:	N/A
Date:	10 March 2026
Location:	Shire of Wandering
Applicant:	N/A
Author:	Bob Waddell
Authorising Officer:	Chief Executive Officer
Disclosure of Interest:	Nil
Attachments:	February 2026 Financial Statements
Voting Requirements:	Simple Majority
Previous Reference:	Nil

Summary of Report:

Consideration of the financial report for the period ending 28 February 2026.

Background:

The financial report is included as an attachment for Council information.

Consultation:

The Chief Executive Officer has been involved in monthly reviews of the operational budget and provides strategic advice to our financial consultant on trends and variances arising from various operational areas.

Statutory Environment:

Section 34 (1) (a) of the *Local Government (Financial Management) Regulations 1996* states that a Local Government is to prepare monthly statement of financial activity including annual budget estimates, monthly budget estimates, actual monthly expenditure, revenue and income, material variances between monthly budget and actual figures and net current assets on a monthly basis.

Policy Implications:

Not applicable.

Financial Implications:

Not applicable.

Strategic Implications:

Improve Our Financial Position

Our Goals	Our Strategies
The Wandering Shire is financially sustainable	<ul style="list-style-type: none"> • Improve accountability and transparency • Develop an investment strategy that plans for the future and provides cash backed reserves to meet operational needs • Prudently manage our financial resources to ensure value for money • Reduce reliance on operational grants

Risk Implications:

Risk	Low
Financial reports are prepared in accordance with the Local Government Act, Regulations and Accounting Standards.	

Voting Requirements:

Simple Majority

Officer Recommendation:

That the financial report for the period ending 28 February 2026 as presented be accepted.

Moved: _____

Seconded: _____

Carried

For/Against: Cr Little Cr Price Cr Cowan Cr Hansen Cr Jennings Cr Latham Cr Thompson



SHIRE OF WANDERING

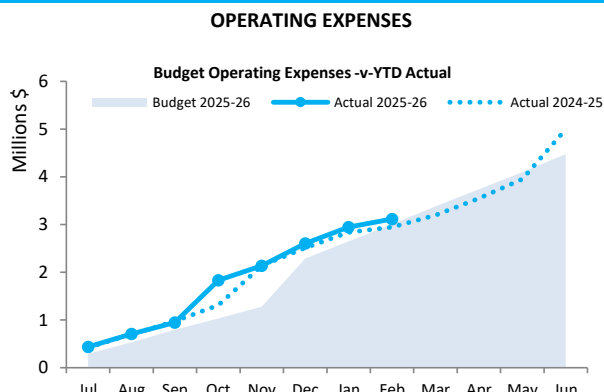
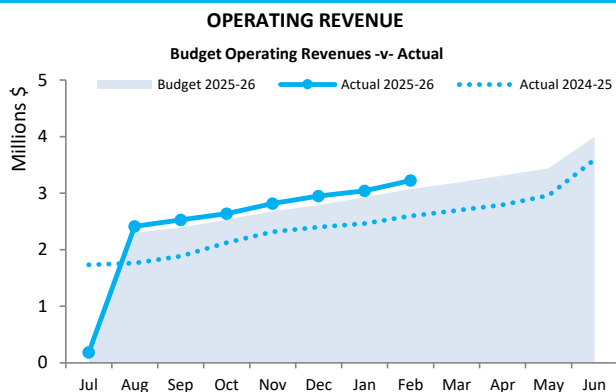
MONTHLY FINANCIAL REPORT (Containing the Statement of Financial Activity) FOR THE PERIOD ENDED 28 FEBRUARY 2026

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

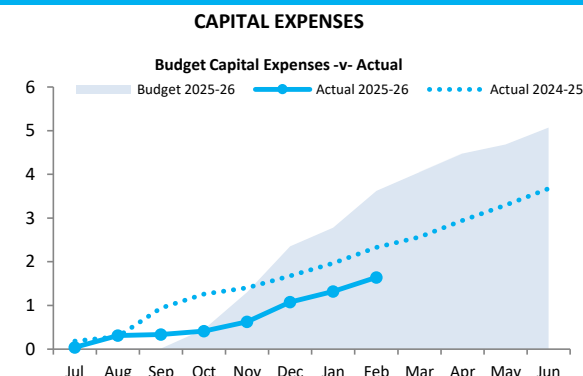
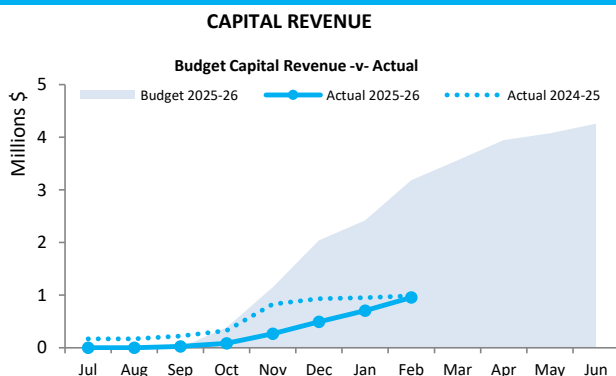
TABLE OF CONTENTS

Summary Information - Graphs	2
Statement of Financial Activity by Nature	3
Statement of Financial Activity by Program	4
Statement of Financial position	5
Note 1 Statement of Financial Activity Information	6
Note 2 Explanation of Material Variances	8
Note 4 Rate Revenue	9
Note 5 Disposal of Assets	10
Note 6 Capital Acquisitions	11
Note 7 Borrowings	13
Note 8 Lease Liabilities	14
Note 9 Reserve Accounts	15
Note 10 Budget Amendments	16

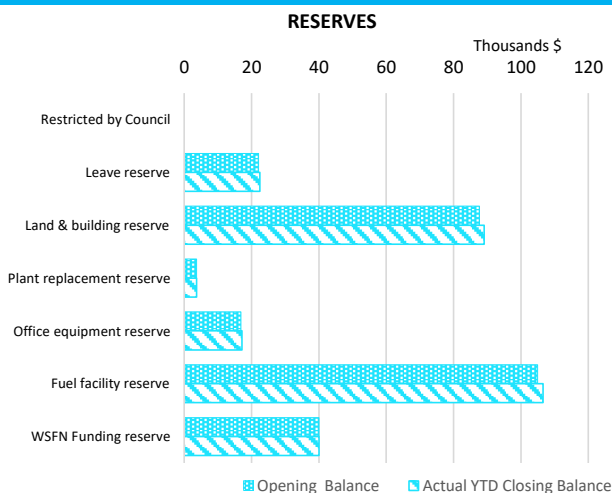
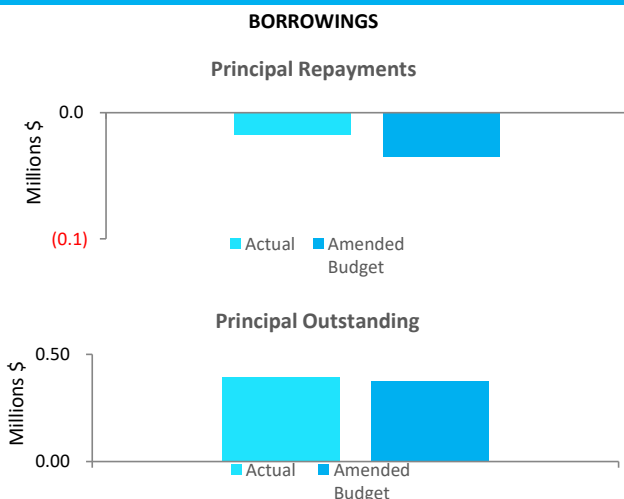
OPERATING ACTIVITIES



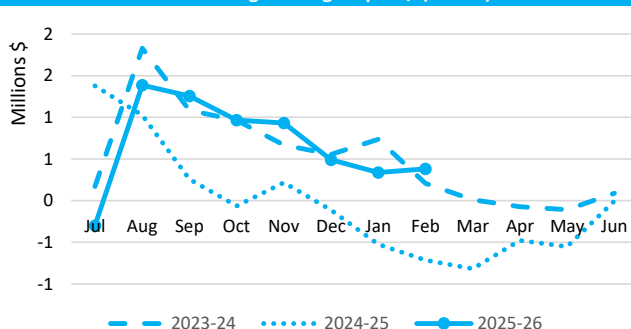
INVESTING ACTIVITIES



FINANCING ACTIVITIES



Closing funding surplus / (deficit)



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

STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 28 FEBRUARY 2026

BY NATURE

	Ref Note	Adopted Annual Budget (a) \$	Amended Annual Budget (d) \$	YTD Budget (b) \$	YTD Actual (c) \$	Variance \$ (c) - (b)	Variance % ((c) - (b))/(b)	Var. ▲▼
OPERATING ACTIVITIES								
Revenue from operating activities								
Rates		2,051,418	2,051,418	2,051,418	2,051,602	184	0.01%	
Operating grants, subsidies and contributions	11	691,632	636,884	361,573	460,524	98,951	27.37%	▲
Fees and charges		731,720	784,720	524,708	622,865	98,157	18.71%	▲
Interest revenue		31,500	31,500	20,992	34,490	13,498	64.30%	▲
Other revenue		352,725	355,725	25,072	33,493	8,421	33.59%	
Profit on disposal of assets	5	155,402	137,392	91,592	20,723	(70,869)	(77.37%)	▼
Fair value adjustments to financial assets at fair value through profit or loss		0	0	0	0	0	0.00%	
		4,014,397	3,997,639	3,075,355	3,223,697	148,342	4.82%	
Expenditure from operating activities								
Employee costs		(1,391,354)	(1,279,729)	(852,808)	(888,512)	(35,704)	(4.19%)	
Materials and contracts		(1,457,832)	(1,466,593)	(980,528)	(975,749)	4,779	0.49%	
Utility charges		(56,900)	(60,500)	(40,248)	(50,839)	(10,591)	(26.31%)	▼
Depreciation on non-current assets		(1,475,545)	(1,475,545)	(982,708)	(1,032,567)	(49,859)	(5.07%)	
Finance costs		(29,496)	(29,496)	(19,648)	(10,875)	8,773	44.65%	
Insurance expenses		(105,025)	(106,794)	(101,294)	(114,157)	(12,863)	(12.70%)	▼
Other expenditure		(54,984)	(57,024)	(30,130)	(43,195)	(13,065)	(43.36%)	▼
Loss on disposal of assets	5	0	0	0	0	0	0.00%	
		(4,571,136)	(4,475,681)	(3,007,364)	(3,115,894)	(108,530)	3.61%	
Non-cash amounts excluded from operating activities	1(a)	1,321,107	1,339,116	892,079	1,012,189	120,110	13.46%	▲
Amount attributable to operating activities		764,367	861,074	960,070	1,119,993	159,923	16.66%	
INVESTING ACTIVITIES								
Inflows from investing activities								
Proceeds from capital grants, subsidies and contributions	12	3,642,725	3,821,736	3,055,079	856,918	(2,198,161)	(71.95%)	▼
Proceeds from disposal of assets	5	264,000	256,009	128,004	98,886	(29,118)	(22.75%)	▼
		3,906,725	4,077,745	3,183,083	955,804	(2,227,279)	(69.97%)	▼
Outflows from investing activities								
Payments for inventories, property, plant and equipment and infrastructure	6	(4,531,964)	(4,706,380)	(3,600,549)	(1,638,140)	1,962,409	54.50%	▲
		(4,531,964)	(4,706,380)	(3,600,549)	(1,638,140)	1,962,409	(54.50%)	
Amount attributable to investing activities		(625,239)	(628,635)	(417,466)	(682,336)	(264,870)	63.45%	
FINANCING ACTIVITIES								
Inflows from financing activities								
Proceeds from new debentures	7	0	0	0	0	0	0.00%	
Transfer from reserves	9	180,000	180,000	0	0	0	0.00%	
		180,000	180,000	0	0	0	0.00%	
Outflows from financing activities								
Repayment of borrowings	7	(34,779)	(34,779)	(23,184)	(17,225)	5,959	25.70%	
Payments for principal portion of lease liabilities	8	(43,751)	(43,751)	(29,160)	(30,707)	(1,547)	(5.31%)	
Transfer to reserves	9	(330,086)	(330,086)	0	(3,687)	(3,687)	0.00%	
		(408,616)	(408,616)	(52,344)	(51,619)	725	(1.38%)	
Amount attributable to financing activities		(228,616)	(228,616)	(52,344)	(51,619)	725	(1.38%)	
MOVEMENT IN SURPLUS OR DEFICIT								
Surplus or deficit at the start of the financial year	1(c)	89,488	(3,823)	(3,823)	(3,823)	0	0.00%	
Amount attributable to operating activities		764,367	861,074	960,070	1,119,993	159,923	16.66%	▲
Amount attributable to investing activities		(625,239)	(628,635)	(417,466)	(682,336)	(264,870)	63.45%	
Amount attributable to financing activities		(228,616)	(228,616)	(52,344)	(51,619)	725	(1.38%)	
Surplus or deficit at the end of the financial year	1(c)	0	(0)	486,437	382,215	(104,222)	(21.43%)	▼

KEY INFORMATION

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

Refer to Note 2 for an explanation of the reasons for the variance.

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

STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 28 FEBRUARY 2026

BY PROGRAM

	Note	Adopted Annual Budget	Amended Annual Budget (d)	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	Var.
		\$	\$	\$	\$	\$	%	▲▼
OPERATING ACTIVITIES								
Revenue from operating activities								
Governance		0	0	0	0	0	0.00%	
General Purpose Funding - Rates	6	2,051,418	2,051,418	2,051,418	2,051,602	184	0.01%	
General Purpose Funding - Other		396,054	341,306	134,416	265,517	131,101	97.53%	▲
Law, Order and Public Safety		81,528	81,528	63,609	20,840	(42,770)	(67.24%)	▼
Health		1,000	1,000	828	429	(399)	(48.17%)	
Education and Welfare		0	0	0	0	0	0.00%	
Housing		33,480	33,480	22,312	18,854	(3,458)	(15.50%)	
Community Amenities		57,370	57,370	38,200	59,091	20,891	54.69%	▲
Recreation and Culture		3,000	3,000	1,992	2,085	93	4.69%	
Transport		246,902	228,892	164,792	105,711	(59,081)	(35.85%)	▼
Economic Services		789,420	839,420	569,716	661,494	91,778	16.11%	▲
Other Property and Services		354,225	360,225	28,072	38,075	10,003	35.63%	▲
		4,014,397	3,997,639	3,075,355	3,223,698	148,343	4.82%	
Expenditure from operating activities								
Governance		(302,732)	(306,241)	(202,898)	(220,768)	(17,870)	(8.81%)	
General Purpose Funding		(104,631)	(100,131)	(66,728)	(57,935)	8,793	13.18%	
Law, Order and Public Safety		(215,684)	(218,305)	(149,050)	(139,143)	9,907	6.65%	
Health		(17,286)	(17,286)	(11,512)	(13,761)	(2,249)	(19.54%)	
Education and Welfare		(6,453)	(6,453)	(4,280)	(4,535)	(255)	(5.95%)	
Housing		(52,643)	(52,643)	(34,976)	(43,948)	(8,972)	(25.65%)	
Community Amenities		(290,594)	(281,594)	(188,196)	(182,479)	5,717	3.04%	
Recreation and Culture		(332,828)	(328,311)	(222,349)	(240,240)	(17,891)	(8.05%)	
Transport		(2,181,392)	(2,082,648)	(1,388,364)	(1,208,141)	180,223	12.98%	▲
Economic Services		(995,718)	(1,005,394)	(670,542)	(819,858)	(149,316)	(22.27%)	▼
Other Property and Services		(71,175)	(76,675)	(68,469)	(185,086)	(116,617)	(170.32%)	▼
		(4,571,136)	(4,475,681)	(3,007,364)	(3,115,894)	(108,530)	(3.61%)	
Non-cash amounts excluded from operating activities	1(a)	1,321,107	1,339,116	892,079	1,012,189	120,110	13.46%	▲
Amount attributable to operating activities		764,367	861,074	960,070	1,119,993	159,923	16.66%	▲
INVESTING ACTIVITIES								
Inflows from investing activities								
Proceeds from capital grants, subsidies and contributions	12	3,642,725	3,821,736	3,055,079	856,918	(2,198,161)	(71.95%)	▼
Proceeds from Disposal of Assets	5	264,000	256,009	128,004	98,886	(29,118)	(22.75%)	▼
		3,906,725	4,077,745	3,183,083	955,804	(2,227,279)	(69.97%)	▼
Outflows from investing activities								
Payments for inventories, property, plant and equipment and infrastructure	6	(4,531,964)	(4,706,380)	(3,600,549)	(1,638,140)	1,962,409	54.50%	▲
		(4,531,964)	(4,706,380)	(3,600,549)	(1,638,140)	1,962,409	54.50%	▲
Amount attributable to investing activities		(625,239)	(628,635)	(417,466)	(682,336)	(264,870)	63.45%	
FINANCING ACTIVITIES								
Inflows from financing activities								
Proceeds from New Debentures	7	0	0	0	0	0	0.00%	
Transfer from Reserves	9	180,000	180,000	0	0	0	0.00%	
		180,000	180,000	0	0	0	0.00%	
Outflows from financing activities								
Payments for principal portion of lease liabilities	8	(43,751)	(43,751)	(29,160)	(30,707)	(1,547)	(5.31%)	
Repayment of Debentures	7	(34,779)	(34,779)	(23,184)	(17,225)	5,959	25.70%	
Transfer to Reserves	9	(330,086)	(330,086)	0	(3,687)	(3,687)	0.00%	
		(408,616)	(408,616)	(52,344)	(51,619)	725	1.38%	
Amount attributable to financing activities		(228,616)	(228,616)	(52,344)	(51,619)	725	(1.38%)	
MOVEMENT IN SURPLUS OR DEFICIT								
Surplus or deficit at the start of the financial year	1	89,488	(3,823)	(3,823)	(3,823)	0	0.00%	
Amount attributable to operating activities		764,367	861,074	960,070	1,119,993	159,923	16.66%	▲
Amount attributable to investing activities		(625,239)	(628,635)	(417,466)	(682,336)	(264,870)	63.45%	
Amount attributable to financing activities		(228,616)	(228,616)	(52,344)	(51,619)	725	(1.38%)	
Surplus or deficit at the end of the financial year	1	0	(0)	486,437	382,215	(104,222)	(21.43%)	▼

KEY INFORMATION

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

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

**SHIRE OF WANDERING
STATEMENT OF FINANCIAL POSITION
FOR THE PERIOD ENDED 28 FEBRUARY 2026**

	30 June 2025	28 February 2026
	\$	\$
CURRENT ASSETS		
Cash and cash equivalents	876,141	1,571,044
Trade and other receivables	105,828	221,716
Inventories	70,753	42,500
Other assets	51,482	406
TOTAL CURRENT ASSETS	1,460,018	2,043,968
NON-CURRENT ASSETS		
Trade and other receivables	22,828	22,828
Other financial assets	19,905	19,905
Inventories	145,291	165,561
Property, plant and equipment	9,006,192	8,881,457
Infrastructure	88,802,599	89,464,082
Right-of-use assets	144,630	115,022
TOTAL NON-CURRENT ASSETS	98,141,445	98,668,856
TOTAL ASSETS	99,601,463	100,712,824
CURRENT LIABILITIES		
Trade and other payables	315,166	46,087
Other liabilities	664,382	1,143,379
Lease liabilities	43,751	13,044
Borrowings	34,853	17,628
Employee related provisions	231,100	215,754
TOTAL CURRENT LIABILITIES	1,289,252	1,435,891
NON-CURRENT LIABILITIES		
Lease liabilities	107,501	107,501
Borrowings	378,154	378,154
Employee related provisions	49,724	49,724
TOTAL NON-CURRENT LIABILITIES	535,379	535,379
TOTAL LIABILITIES	1,824,631	1,971,270
NET ASSETS	97,776,832	98,741,553
EQUITY		
Retained surplus	22,633,556	23,594,591
Reserve accounts	275,290	278,977
Revaluation surplus	74,867,986	74,867,986
TOTAL EQUITY	97,776,832	98,741,553

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

(a) Non-cash items 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*.

	Notes	Adopted Budget	Amended Budget	YTD Budget (a)	YTD Actual (b)
Non-cash items excluded from operating activities					
		\$	\$	\$	\$
Adjustments to operating activities					
Less: Profit on asset disposals	5	(155,402)	(137,392)	(91,592)	(20,723)
Less: Movement in liabilities associated with restricted cash		963	963	963	346
Add: Loss on asset disposals	5	0	0	0	0
Add: Depreciation on assets		1,475,546	1,475,545	982,708	1,032,567
Total non-cash items excluded from operating activities		1,321,107	1,339,116	892,079	1,012,189

(b) Adjustments to net current assets in the Statement of Financial Activity

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.

		Adopted Budget Opening 30 June 2025	Amended Budget Opening 30 June 2025	Last Year Closing 30 June 2025	Year to Date 28 February 2026
Adjustments to net current assets					
Less: Reserves - restricted cash	9	(275,290)	(275,290)	(275,290)	(278,977)
Add: Borrowings	7	34,779	34,853	34,853	17,628
Add: Lease liabilities	8	43,751	43,751	43,751	13,044
Add: Current portion of employee benefit provisions held in reserve		22,097	22,097	22,097	22,443
Total adjustments to net current assets		(174,663)	(174,589)	(174,589)	(225,862)

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

Current assets

Cash and cash equivalents	3	876,141	876,141	876,141	1,571,044
Rates receivables	4	26,007	26,007	26,007	168,853
Receivables	4	67,370	79,821	79,821	52,863
Other current assets	5	478,049	478,049	478,049	251,208

Less: Current liabilities

Payables	6	(203,362)	(315,166)	(315,166)	(46,087)
Borrowings	7	(34,779)	(34,853)	(34,853)	(17,628)
Contract and Capital Grant/Contribution liabilities	10	(670,424)	(664,382)	(664,382)	(1,143,379)
Lease liabilities	8	(43,751)	(43,751)	(43,751)	(13,044)
Provisions	10	(231,100)	(231,100)	(231,100)	(215,754)

Less: Total adjustments to net current assets

	1(b)	(174,663)	(174,589)	(174,589)	(225,862)
--	------	-----------	-----------	-----------	-----------

Closing funding surplus / (deficit)

89,488 (3,823) (3,823) 382,215

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.

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD ENDED 28 FEBRUARY 2026

NOTE 1

STATEMENT OF FINANCIAL ACTIVITY INFORMATION (ALTERNATE PRESENTATION)

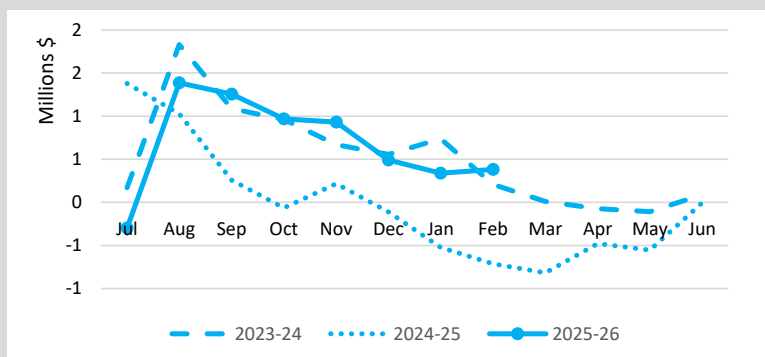
Adjusted Net Current Assets	Note	Last Years Closing	This Time Last Year	Year to Date
		30/06/2025	28/02/2025	Actual 28/02/2026
		\$	\$	\$
Current Assets				
Cash Unrestricted	3	600,851	203,644	1,292,067
Cash Restricted - Reserves	3	275,290	446,673	278,977
Cash Restricted - Bonds & Deposits	3	0	0	0
Receivables - Rates	4	26,007	52,929	168,853
Receivables - Other	4	79,821	54,966	52,863
Other Assets Other Than Inventories	5	407,295	102,570	208,709
Inventories	5	70,753	15,472	42,500
		<u>1,460,018</u>	<u>876,255</u>	<u>2,043,968</u>
Less: Current Liabilities				
Payables	6	(307,481)	(21,367)	(38,252)
Contract and Capital Grant/Contribution Liabilities	10	(664,382)	(942,281)	(1,143,379)
Bonds & Deposits	6	(7,685)	(6,985)	(7,835)
Loan Liability	7	(34,853)	(1,611)	(17,628)
Lease Liability	8	(43,751)	(11,329)	(13,044)
Provisions	10	(231,100)	(194,857)	(215,754)
		<u>(1,289,252)</u>	<u>(1,178,430)</u>	<u>(1,435,891)</u>
Less: Cash Reserves	9	(275,290)	(446,673)	(278,977)
Add Back: Component of Leave Liability not Required to be funded		22,097	21,965	22,443
Add Back: Loan Liability		34,853	1,611	17,628
Add Back: Lease Liability		43,751	11,329	13,044
Less : Loan Receivable - clubs/institutions		0	0	0
Less : Trust Transactions Within Muni		0	0	0
Net Current Funding Position		(3,823)	(713,943)	382,215

SIGNIFICANT ACCOUNTING POLICIES

Please see Note 1(a) for information on significant accounting policies relating to Net Current Assets.

KEY INFORMATION

The amount of the adjusted net current assets at the end of the period represents the actual surplus (or deficit if the figure is a negative) as presented on the Rate Setting Statement.



This Year YTD
Surplus(Deficit)
\$.38 M

Last Year YTD
Surplus(Deficit)

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 28 FEBRUARY 2026**

**NOTE 2
EXPLANATION OF MATERIAL VARIANCES**

The material variance thresholds are adopted annually by Council as an indicator of whether the actual expenditure or revenue varies from the year to date Actual materially.

The material variance adopted by Council for the 2025-26 year is \$10,000 or 10.00% whichever is the greater.

Nature or type	Var. \$	Var. %	Explanation of positive variances		Explanation of negative variances	
			Timing	Permanent	Timing	Permanent
	\$	%				
Revenue from operating activities						
Operating grants, subsidies and contributions	98,951	27.37%	▲	The Financial Assistance Grants, MRWA Direct grant and CRC operational grant funding received ahead of budget.		
Fees and charges	98,157	18.71%	▲	Refuse collection fees, caravan park income and fuel sales ahead of budget phasing.		
Interest revenue	13,498	64.30%	▲		Interest on Municipal funds are greater than budgeted.	
Profit on disposal of assets	(70,869)	(77.37%)	▼		Some asset disposals have not yet eventuated but have been budgeted for.	
Expenditure from operating activities						
Utility charges	(10,591)	(26.31%)	▼			Standpipe water and caravan park electricity charges coming in over budget.
Insurance expenses	(12,863)	(12.70%)	▼		Insurance premiums have been paid ahead of budget phasing.	
Other expenditure	(13,065)	(43.36%)	▼			CRC Community Event expenditure budgeted under Materials and Contracts. Actual expenditure charged to Other Expenditure.
Non-cash amounts excluded from operating activities	120,110	13.46%	▲	Non-cash profit on disposal has not realised yet and non-cash depreciation expenses ahead of budget phasing.		
Investing activities						
Proceeds from capital grants, subsidies and contributions	(2,198,161)	(71.95%)	▼		Recognition of revenue which is tied to capital projects is currently behind budget phasing.	
Proceeds from disposal of assets	(29,118)	(22.75%)	▼		Some asset disposals have not yet eventuated but have been budgeted for.	
Payments for inventories, property, plant and equipment	1,962,409	54.50%	▲	Expenditure on capital expenditure projects is occurring behind budget phasing. Refer to Note 6 for further details.		

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 28 FEBRUARY 2026

OPERATING ACTIVITIES
NOTE 4
RATE REVENUE

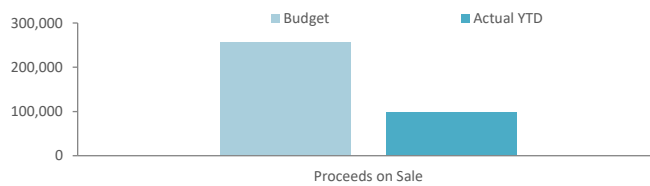
General rate revenue	Budget						YTD Actual			
	Rate in \$ (cents)	Number of Properties	Rateable Value	Rate Revenue	Interim Rate	Total Revenue	Rate Revenue	Interim Rates	Back Rates	Total Revenue
RATE TYPE				\$	\$	\$	\$	\$	\$	\$
Gross rental value										
GRV Residential	0.15320	34	406,640	62,297	0	62,297	62,297	0	0	62,297
GRV Special Use	0.15320	2	127,920	19,597	0	19,597	19,597	0	0	19,597
GRV Rural Residential	0.15320	57	771,170	118,143	0	118,143	118,143	0	0	118,143
GRV Industrial	0.15320	2	35,360	5,417	0	5,417	5,417	0	0	5,417
UV Rural, Rural Residential and Mining Tenements					0	0	0	0	0	0
Non Rateable					0	0	0	0	0	0
Unimproved value										
UV Rural, Rural Residential and Mining Tenements	0.00516	133	298,629,000	1,540,329	0	1,540,329	1,540,328	58	135	1,540,521
Non Rateable										
Non Rateable	0.00000	0	0	0	0	0	0	0	0	0
Sub-Total		228	299,970,090	1,745,783	0	1,745,783	1,745,783	58	135	1,745,976
Minimum payment	Minimum \$									
Gross rental value										
GRV Residential	1,600	46	247,768	73,600	0	73,600	73,600	0	0	73,600
GRV Special Use	1,600	2	14,133	3,200	0	3,200	3,200	0	0	3,200
GRV Rural Residential	1,600	45	200,504	72,000	0	72,000	72,000	0	0	72,000
Unimproved value										
UV Rural, Rural Residential and Mining Tenements	1,600	95	18,438,335	152,000	0	152,000	152,000	0	0	152,000
Sub-total		188	18,900,740	300,800	0	300,800	300,800	0	0	300,800
		416	318,870,830	2,046,583	0	2,046,583	2,046,583	58	135	2,046,776
Discount						0				0
Concession						0				0
Amount from general rates						2,046,583				2,046,776
Rates Written Off		0	0	0	0	0	0	0	0	(10)
Ex-gratia rates		0	0	0	0	4,835	4,835	0	0	4,835
Total		416				2,051,418				2,051,602

KEY INFORMATION

Prepaid rates are, until the taxable event for the rates has occurred, refundable at the request of the ratepayer. Rates received in advance give rise to a financial liability. On 1 July 2021 the prepaid rates were recognised as a financial asset and a related amount was recognised as a financial liability and no income was recognised. When the taxable event occurs the financial liability is extinguished and income recognised for the prepaid rates that have not been refunded.

Asset Ref.	Asset description	Budget				YTD Actual			
		Net Book Value	Proceeds	Profit	(Loss)	Net Book Value	Proceeds	Profit	(Loss)
		\$	\$	\$	\$	\$	\$	\$	\$
	Plant and equipment								
	Transport								
		0	0	0	0	0	0	0	0
647	2016 Isuzu Crew Cab Truck - WD.6	6,585	55,000	48,415	0	0	0	0	0
693	2024 Isuzu MU-X 4X4 LSU Auto 3.0L (OM) WD001	17,393	51,500	34,107	0	0	0	0	0
692	2024 Isuzu MU-X 4X4 SUV Wagon Auto 3.0L (CEO) OWD	20,079	54,000	33,921	0	0	0	0	0
	Isuzu MU-X 0 WD (Second Changeover)	43,500	54,000	10,500	0	0	0	0	0
695	2024 Isuzu D-MAX RG1 C/CAB SX Auto 3.0L (WS)	31,061	41,509	10,448	0	31,061	41,509	10,448	0
698	Isuzu 2025 MU-X 4X4 SUV Wagon Auto 3.0L TD OWD	0	0	0	0	47,102	57,377	10,275	0
		118,617	256,009	137,392	0	78,163	98,886	20,723	0

The Shire has no assets budgeted for disposal in 2023/24.



	Adopted Budget	Amended Budget	YTD Budget	YTD Actual	YTD Actual Variance
Capital acquisitions					
	\$	\$	\$	\$	\$
Land held for resale - cost	50,000	50,000	0	20,270	20,270
Buildings	9,000	9,000	5,992	0	(5,992)
Furniture and equipment	22,000	22,000	18,664	7,500	(11,164)
Plant and equipment	409,000	409,000	204,500	215,788	11,288
Infrastructure - roads	2,884,651	3,046,506	2,437,179	1,381,931	(1,055,248)
Infrastructure - bridges	1,151,411	1,151,411	921,133	0	(921,133)
Infrastructure - footpaths	5,902	5,902	4,713	0	(4,713)
Infrastructure - recreation	0	12,561	8,368	12,651	4,283
Payments for Capital Acquisitions	4,531,964	4,706,380	3,600,549	1,638,140	(1,962,409)
Capital Acquisitions Funded By:					
	\$	\$	\$	\$	\$
Capital grants and contributions	3,642,725	3,821,736	3,055,079	856,918	(2,198,161)
Other (disposals & C/Fwd)	264,000	256,009	128,004	98,886	(29,118)
Cash backed reserves					
Plant replacement reserve	145,000	145,000	0	0	0
WSFN Funding reserve	35,000	35,000	0	0	0
Contribution - operations	445,239	448,635	417,466	682,336	264,870
Capital funding total	4,531,964	4,706,380	3,600,549	1,638,140	(1,962,409)

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.

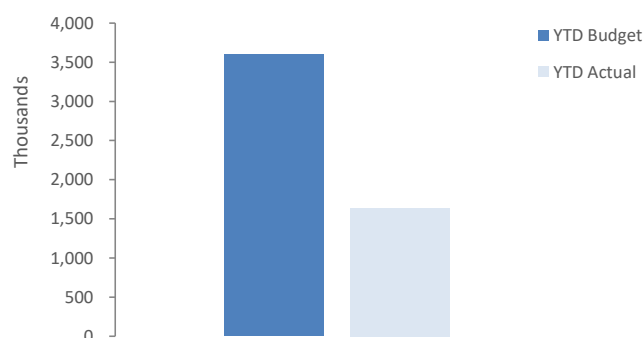
Initial recognition and measurement for assets held at cost

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.

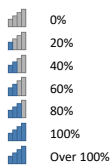
Initial recognition and measurement between mandatory revaluation dates for assets held at fair value

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



Capital expenditure total
Level of completion indicators



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 Number	Job Number	Sheet Category	Account/Job Description	Adopted Budget	Amended Budget	YTD Budget	YTD Actual	Variance (Under)/Over
		Balance		\$	\$	\$	\$	\$
Land Held for Resale								
Other Property & Services								
E14761		511	Land Held for Resale - Industrial Estate & Lot 801	(50,000)	(50,000)	0	(20,270)	(20,270)
Total - Other Property & Services				(50,000)	(50,000)	0	(20,270)	(20,270)
Total - Land Held for Resale				(50,000)	(50,000)	0	(20,270)	(20,270)
Buildings								
Economic Services								
E13260		521	Purchase Buildings-Tourism	(9,000)	(9,000)	(5,992)	0	5,992
Total - Economic Services				(9,000)	(9,000)	(5,992)	0	5,992
Total - Buildings				(9,000)	(9,000)	(5,992)	0	5,992
Plant & Equipment								
Transport								
E12360		525	Purchase Plant & Equipment-Plant	(409,000)	(409,000)	(204,500)	(215,788)	(11,288)
Total - Transport				(409,000)	(409,000)	(204,500)	(215,788)	(11,288)
Total - Plant & Equipment				(409,000)	(409,000)	(204,500)	(215,788)	(11,288)
Furniture & Equipment								
Economic Services								
E13450		523	CRC - Purchase Furniture & Equipment*	(10,000)	(10,000)	(6,664)	(7,500)	(836)
Total - Economic Services				(10,000)	(10,000)	(6,664)	(7,500)	(836)
Other Property & Services								
E14560		523	Purchase Furniture & Equipment-Administration	(12,000)	(12,000)	(12,000)	0	12,000
Total - Other Property & Services				(12,000)	(12,000)	(12,000)	0	12,000
Total - Furniture & Equipment				(22,000)	(22,000)	(18,664)	(7,500)	11,164
Infrastructure - Roads								
Transport								
E12102	RRG007	541	RRG - York William Rd Final Seal SLK 0.00-3.00(10mm CRM)	(220,500)	(220,500)	(176,393)	(7,935)	168,458
E12102	RRG242	541	RRG - York Williams Road Reconstruct from SKL 3.00.6.00	(676,960)	(676,960)	(541,563)	(573,592)	(32,029)
E12103	RTR56	541	R2R - North Bannister Wandering and Wandering Pingelly road Seal Repairs	(86,447)	(86,447)	(69,155)	0	69,155
E12105	WSFN241	541	North Bannister Wandering Road-Upgrade and Overlay Pavement SLK9.10 to SLK13.37	(297,672)	(459,527)	(367,614)	(334,094)	33,520
E12105	WSFN0055	541	WSFN - Wandering Bannister Rd SLK 9.10-13.60 (4.5km)	(1,603,072)	(1,603,072)	(1,282,454)	(466,310)	816,144
Total - Transport				(2,884,651)	(3,046,506)	(2,437,179)	(1,381,931)	1,055,248
Total - Infrastructure - Roads				(2,884,651)	(3,046,506)	(2,437,179)	(1,381,931)	1,055,248
Infrastructure - Footpaths								
Transport								
E12140	BN03	543	Bike Network - Cheetaning St Shared Path (Design)	(5,902)	(5,902)	(4,713)	0	4,713
Total - Transport				(5,902)	(5,902)	(4,713)	0	4,713
Total - Infrastructure - Footpaths				(5,902)	(5,902)	(4,713)	0	4,713
Infrastructure - Bridges								
Transport								
E12120	BR0424	550	Bridge replacment 0424A Wandering Pingelly RD	(1,151,411)	(1,151,411)	(921,133)	0	921,133
Total - Transport				(1,151,411)	(1,151,411)	(921,133)	0	921,133
Total - Infrastructure - Bridges				(1,151,411)	(1,151,411)	(921,133)	0	921,133
Infrastructure - Recreation								
Recreation And Culture								
E11381		545	Purchase Infrastructure - Pumphrey's Bridge	0	(12,561)	(8,368)	(12,651)	(4,283)
Total - Recreation And Culture				0	(12,561)	(8,368)	(12,651)	(4,283)
Total - Infrastructure - Recreation				0	(12,561)	(8,368)	(12,651)	(4,283)
Grand Total				(4,531,964)	(4,706,380)	(3,600,549)	(1,638,140)	1,962,409

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 28 FEBRUARY 2026**

**FINANCING ACTIVITIES
NOTE 7
BORROWINGS**

Repayments - borrowings

Information on borrowings	Particulars	Loan No.	1 July 2025	New Loans		Principal Repayments			Principal Outstanding			Interest Repayments			
				Actual	Adopted Budget	Amended Budget	Actual	Adopted Budget	Amended Budget	Actual	Adopted Budget	Amended Budget	Actual	Adopted Budget	Amended Budget
			\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Other property and services															
	Industrial Estate Development	10	63,008	0	0	0	(3,312)	(6,626)	(6,626)	59,695	56,382	56,382	(1,390)	(2,795)	(2,795)
	Industrial Estate Development	11	350,000	0	0	0	(13,913)	(28,153)	(28,153)	336,087	321,847	321,847	(4,175)	(16,106)	(16,106)
Total			413,008	0	0	0	(17,225)	(34,779)	(34,779)	395,782	378,229	378,229	(5,566)	(18,901)	(18,901)
	Current borrowings		34,853							17,628					
	Non-current borrowings		378,154							378,154					
			413,008							395,782					

All debenture repayments were financed by general purpose revenue.

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

KEY INFORMATION

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

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

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 28 FEBRUARY 2026**

**FINANCING ACTIVITIES
NOTE 8
LEASE LIABILITIES**

Repayments - leases

Information on leases		New Leases				Principal Repayments			Principal Outstanding			Interest Repayments		
Particulars	Lease No.	1 July 2025	Actual	Adopted Budget	Amended Budget	Actual	Adopted Budget	Amended Budget	Actual	Adopted Budget	Amended Budget	Actual	Adopted Budget	Amended Budget
		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Transport														
JCB Excavator	1	151,252	0	0	0	(30,707)	(43,751)	(43,751)	120,545	107,501	107,501	(5,309)	(7,095)	(7,095)
Total		151,252	0	0	0	(30,707)	(43,751)	(43,751)	120,545	107,501	107,501	(5,309)	(7,095)	(7,095)
Current lease liabilities		43,751							13,044					
Non-current lease liabilities		107,501							107,501					
		151,252							120,545					

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.

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 28 FEBRUARY 2026

OPERATING ACTIVITIES
NOTE 9
RESERVE ACCOUNTS

Reserve accounts

Reserve name	Opening Balance	Budget Interest Earned	Actual Interest Earned	Budget Transfers In (+)	Actual Transfers In (+)	Budget Transfers Out (-)	Actual Transfers Out (-)	Budget Closing Balance	Actual YTD Closing Balance
	\$	\$	\$	\$	\$	\$	\$	\$	\$
Restricted by Council									
Leave reserve	22,096.97	963.00	346.25	0.00	0.00	0.00	0.00	23,059.97	22,443.22
Land & building reserve	87,729.28	3,824.00	1,374.68	0.00	0.00	0.00	0.00	91,553.28	89,103.96
Plant replacement reserve	3,662.28	160.00	57.39	318,086.00	0.00	(145,000.00)	0.00	176,908.28	3,719.67
Office equipment reserve	16,859.57	735.00	264.18	0.00	0.00	0.00	0.00	17,594.57	17,123.75
Fuel facility reserve	104,941.97	4,574.00	1,644.42	0.00	0.00	0.00	0.00	109,515.97	106,586.39
WSFN Funding reserve	40,000.00	1,744.00	0.00	0.00	0.00	(35,000.00)	0.00	6,744.00	40,000.00
	275,290.07	12,000.00	3,686.92	318,086.00	0.00	(180,000.00)	0.00	425,376.07	278,976.99

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 28 FEBRUARY 2026**

**NOTE 10
BUDGET AMENDMENTS**

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

GL/JOB Code	Description	Council Resolution	Classification	Non Cash Adjustment	Increase in Available Cash	Decrease in Available Cash	Amended Budget Running Balance
				\$	\$	\$	\$
Budget adoption							
			Opening Surplus(Deficit)			(93,311)	(93,311)
							(93,311)
E11381	Purchase Infrastructure - Pumphrey's Bridge	Feb 26 OCM - 110226	Capital Expenses			(12,561)	(105,872)
WSFN241	North Bannister Wandering Road-Upgrade and Overlay Pavement SLK9.10 to SLK13.37	Feb 26 OCM - 110226	Capital Expenses			(161,855)	(267,727)
R12395	Proceeds from Sale of Assets-Plant Purchases	Feb 26 OCM - 110226	Capital Revenue			(7,991)	(275,718)
R12396	Realisation on Asset Disposal-Plant Purchases	Feb 26 OCM - 110226	Non Cash Item	7,991			(275,718)
E03503	Rates-Staff Training and Professional Development	Feb 26 OCM - 110226	Operating Expenses		1,000		(274,718)
E03101	Valuation Expenses & Title Searches Expenses	Feb 26 OCM - 110226	Operating Expenses		3,500		(271,218)
R03201	Grants Commission - General	Feb 26 OCM - 110226	Operating Revenue			(56,494)	(327,712)
R03202	Grants Commission - Roads	Feb 26 OCM - 110226	Operating Revenue		1,746		(325,966)
E04101	Member's Conference Expenses	Feb 26 OCM - 110226	Operating Expenses			(1,500)	(327,466)
E04102	Election Expenses	Feb 26 OCM - 110226	Operating Expenses			(4,200)	(331,666)
E04104	Member's Refreshments & Receptions Expenses	Feb 26 OCM - 110226	Operating Expenses		6,000		(325,666)
E04105	Member's Insurance Expenses	Feb 26 OCM - 110226	Operating Expenses			(1,769)	(327,435)
COMFUNDING	Community Funding Program	Feb 26 OCM - 110226	Operating Expenses			(2,040)	(329,475)
E05102	LGGS - Maintenance Vehicles/Trailers/Boats Expenses	Feb 26 OCM - 110226	Operating Expenses			(4,021)	(333,496)
E05104	LGGS - PPE Expenses	Feb 26 OCM - 110226	Operating Expenses		5,000		(328,496)
E05105	LGGS - Utilities Expenses	Feb 26 OCM - 110226	Operating Expenses			(3,600)	(332,096)
E10690	Other Expenses-Town Planning	Feb 26 OCM - 110226	Operating Expenses		9,000		(323,096)
R11390	Other Income-Other Rec and Sport	Feb 26 OCM - 110226	Operating Revenue		17,156		(305,940)
E11601	Community Events Expenses	Feb 26 OCM - 110226	Operating Expenses		4,517		(301,423)
0000MNT	General Rural Road Maintenance (For Budget Purposes only)	Feb 26 OCM - 110226	Operating Expenses		114,052		(187,371)
1111MNT	Town General Maintenance	Feb 26 OCM - 110226	Operating Expenses		14,745		(172,626)
E12211	RAMM Expenses	Feb 26 OCM - 110226	Operating Expenses		7,500		(165,126)
BRIDGE	Bridge Maintenance - BUDGET PURPOSES	Feb 26 OCM - 110226	Operating Expenses			(19,807)	(184,933)
DEPOT	Depot Maintenance (incl buildings)	Feb 26 OCM - 110226	Operating Expenses			(17,746)	(202,679)
WSFNI241	WSFN - North Bannister Wandering Road - Income	Feb 26 OCM - 110226	Operating Revenue		161,855		(40,824)
R12397	Profit on Asset Disposal-Plant Purchases	Feb 26 OCM - 110226	Non Cash Item	(18,010)			(40,824)
CRC000	CRC - Community Events/Programs	Feb 26 OCM - 110226	Operating Expenses		23,500		(17,324)
E13411	CRC - Building Expenses	Feb 26 OCM - 110226	Operating Expenses		1,324		(16,000)
E13414	CRC - DOT Licensing Expenses	Feb 26 OCM - 110226	Operating Expenses		1,100		(14,900)
E13418	CRC - Staff Training & Professional Development Expenses	Feb 26 OCM - 110226	Operating Expenses		4,000		(10,900)
E13602	Fuel Purchases - Diesel	Feb 26 OCM - 110226	Operating Expenses			(39,600)	(50,500)
R13602	Fuel Sales - Diesel Income	Feb 26 OCM - 110226	Operating Revenue		50,000		(500)
E14505	Admin - Conference Expenses	Feb 26 OCM - 110226	Operating Expenses			(2,500)	(3,000)
E14516	Admin - Advertising Expenses	Feb 26 OCM - 110226	Operating Expenses			(3,000)	(6,000)
R14500	Admin - Fees & Charges Income	Feb 26 OCM - 110226	Operating Revenue		3,000		(3,000)
R14590	Admin - Other Income	Feb 26 OCM - 110226	Operating Revenue		3,000		(0)
				(10,019)	431,995	(431,995)	(0)

11.2 Accounts for Payment 28 February 2026

File Reference:	N/A
Date:	10 March 2026
Location:	Shire of Wandering
Applicant:	N/A
Author:	Chief Executive Officer
Authorising Officer:	Chief Executive Officer
Disclosure of Interest:	Nil
Attachments:	Payment Listing and Credit Card Statement 28 February 2026
Voting Requirements:	Simple Majority
Previous Reference:	Nil

Summary of Report:

Council to note payments of accounts as presented.

Background:

Council has delegated authority to the Chief Executive Officer to make payments from the Shire’s Municipal funds.

The schedule of accounts is included as an attachment for Council information.

Consultation:

The Chief Executive Officer has been involved in the approvals of any requisitions, purchase orders, invoicing and reconciliation matters.

Statutory Environment:

Section 12 of the *Local Government (Financial Management) Regulations 1996* states that

- 12 (1) A list of creditors is to be compiled for each month showing –
- (a) The payee’s name;
 - (b) The amount of the payment;
 - (c) Sufficient information to identify to transaction; and
 - (d) The date of the meeting of the council to which the list is to be presented.

Policy Implications:

Officers are required to ensure that they comply with the Shire’s Purchasing Policy, where applicable and that budget provision is available for any expenditure commitments.

Financial Implications:

Payments are made under delegated authority and are within approved budgets. Payment is made within agreed trade terms and in a timely manner.

Strategic Implications:

Improve Our Financial Position

Our Goals	Our Strategies
The Wandering Shire is financially sustainable	<ul style="list-style-type: none"> • Improve accountability and transparency • Develop an investment strategy that plans for the future and provides cash backed reserves to meet operational needs • Prudently manage our financial resources to ensure value for money • Reduce reliance on operational grants

Risk Implications:

Risk	Low
<p>Failure to make payments within terms may render Council liable to interest and penalties. Failure to pay for goods and services in a prompt and professional manner, in particular to local suppliers, may cause dissatisfaction (reputational damage) amongst the community.</p>	

Voting Requirements:

Simple Majority

Shire of Wandering

Certificate of Expenditure –28 February 2026

This Schedule of Accounts to be passed for payment covering: _____

Payment Method	Cheque/EFT/DD Number	Amount
Municipal Fund:		
Electronic Funds Transfers	EFT 10940 – EFT 11000	\$ 200,154.48
Direct Debits	DD5584.1 – DD5617.3	\$ 38,028.56
Cheques	N/A	
	TOTAL	\$ 238,183.04

to the Municipal and Trust Accounts, totalling \$238,183.04 which were submitted to each member of the Council on 19 March 2026 have been checked and fully supported by vouchers and invoices which are submitted herewith, have been duly certified as to the receipt of goods and the rendition of services and as to prices, computations, and costings.

Dr Alistair Pinto
 Chief Executive Officer

Officer Recommendation:

That in accordance with section 13 of the Financial Management Regulations of the *Local Government Act 1995* and in accordance with delegation, payment of Municipal Fund vouchers, Licensing, Salaries and Wages and EFT Transfers, Direct Debit totalling \$238,183.04 (attached) be noted as approved for payment and credit card statement be noted.

Moved: _____ Seconded: _____

Carried

For/Against: Cr Little Cr Price Cr Cowan Cr Hansen Cr Jennings Cr Latham Cr Thompson

12. PLANNING AND TECHNICAL SERVICES REPORTS

Nil.

Shire of Wandering
List of Accounts for Payments for February 2026

Chq/EFT	Date	Name	Description	Amount	Amount
EFT10940	06/02/2026	89 Enterprises Pty Ltd	Property Expense		-6580.00
INV-WO-23248	05/12/2025	89 Enterprises Pty Ltd	19 Humes Way -Replace Damaged Garage Roller door	6580.00	
EFT10941	06/02/2026	Allie's Captured Moments	Australia Day Expense		-400.00
INV-0001	01/02/2026	Allie's Captured Moments	Australia Day Photography 2026 - Grant	400.00	
EFT10942	06/02/2026	Altus Planning	Town Planning Services		-742.50
AP4290	02/02/2026	Altus Planning	Town Planning Services for January 2026	742.50	
Post Office	06/02/2026	Australia Post	Stationary Expense		-495.33
1014517358	03/02/2026	Australia Post	Various Postal Stock Requirements / Stamps , Envelopes January 2026	495.33	
EFT10944	06/02/2026	Australian Safety Engineers	Annual Service & Test		-513.74
0165665W	13/01/2026	Australian Safety Engineers	Annual Service & Test Oxygen Regulators x 2	513.74	
EFT10945	06/02/2026	BOC	Works - Yard Expense		-83.85
5006817426	31/01/2026	BOC	BOC Container service charges & Refills for Jan 26	83.85	
EFT10946	06/02/2026	Boddington News	Boddington News		-12.00
736	30/01/2026	Boddington News	Boddington News Edition #774	12.00	
EFT10947	06/02/2026	Bookeasy Australia Pty Ltd	Caravan Park Expense		-242.00
00010156	31/01/2026	Bookeasy Australia Pty Ltd	Online booking system fee - Caravan Park January 2026	242.00	
EFT10948	06/02/2026	Bunnings Trade	Caravan Park Expense		-511.55
2432/01519176	29/01/2026	Bunnings Trade	Community centre - storage containers & Caravan Park Handyman materials	511.55	
EFT10949	06/02/2026	Champion Music	Australia Day Expense		-1650.00
INV-31500	02/02/2026	Champion Music	Australia Day 2026 Entertainment 2026 - Grant	1650.00	
EFT10950	06/02/2026	Focus Networks	Managed Computer /Server Services and Support		-3480.40
MPSD-15382	02/02/2026	Focus Networks	FOC MPS Managed Computer /Server Services and Support- Rates Services February 2026	3480.40	

Chq/EFT	Date	Name	Description	Amount	Amount
EFT10951	06/02/2026	Global Spill and Safety	Works - Signage		-216.99
262357	29/01/2026	Global Spill and Safety	Road Signage for Safety	170.62	
262358	29/01/2026	Global Spill and Safety	Road Signage - Warning signs	46.37	
EFT10952	06/02/2026	Great Southern Fuel Supplies	Fuel Card purchases January 2026		-1847.56
DECEMBER 2025	31/12/2025	Great Southern Fuel Supplies	0.WD Fuel card purchases December 2025	72.96	
JANUARY 2026	31/01/2026	Great Southern Fuel Supplies	WD.001Fuel Card purchases January 2026	1774.60	
EFT10953	06/02/2026	JEB Cleaning Services	Shire Contract Cleaning		-2323.68
40	01/02/2026	JEB Cleaning Services	Shire Contract Cleaning - 19/1/26 - 1/2/2026	2323.68	
EFT10954	06/02/2026	Kennards Hire	Works Expense - Equipment Hire		-1400.00
28353203	23/01/2026	Kennards Hire	Hire of VMS boards for improved traffic awareness 9/1/2026 - 23/1/2026	1400.00	
EFT10955	06/02/2026	LG Best Practices Pty Ltd	Technical Finance Assistance		-12848.00
23192	31/01/2026	LG Best Practices Pty Ltd	Admin - Consultants Expenses - Creditors/SFO services January 2026	10208.00	
23193	31/01/2026	LG Best Practices Pty Ltd	Admin - Consultants Expenses -Rates services - Interims January 2026	528.00	
23190	31/01/2026	LG Best Practices Pty Ltd	Admin - Consultants Expenses - Payroll assistance January 2026	968.00	
23189	31/01/2026	LG Best Practices Pty Ltd	Payroll Training for Finance Officer - January 2026	1144.00	
EFT10956	06/02/2026	Narrogin Pumps Solar & Spraying	Purchase of salt/Sample test - Swimming Pool - CEO House		-111.11
00071725	29/12/2025	Narrogin Pumps Solar & Spraying	Purchase of salt/Sample test - Swimming Pool	111.11	
EFT10957	06/02/2026	Narrogin Whitford Fertilisers	Parks & Gardens Expense		-583.00
00011294	29/01/2026	Narrogin Whitford Fertilisers	Wandering Community Centre Oval - 500 Kilogram Turf Mix with Bag	583.00	
EFT10958	06/02/2026	Scavenger Fire Safety	Works Expense		-38.50
INV-24282	02/02/2026	Scavenger Fire Safety	New Storz fitting 1x1" hose tail"	38.50	
EFT10959	06/02/2026	Sherrin Rentals	Works Expense - Equipment Hire		-9568.62
5234689	19/12/2025	Sherrin Rentals	Hire water truck from 1/12/2025 - 19/12/2025 16 days	9568.62	

Chq/EFT	Date	Name	Description	Amount	Amount
EFT10960	06/02/2026	WALGA	Introduction to Local Government Training - Finance Officer		-264.00
SI-017011	15/01/2026	WALGA	Introduction to Local Government Training - Finance Officer	264.00	
EFT10961	06/02/2026	WD Auto Repairs	Fire Station - Machinery Expense		-13619.84
00002729	03/02/2026	WD Auto Repairs	Wandering Fire Truck - Repairs & Maintenance plus tow from Albany Hwy to Major Motors	13619.84	
EFT10962	06/02/2026	Wandering Rural	Community Centre Expense		-185.50
12425	19/12/2025	Wandering Rural	45kg gas bottle	185.50	
EFT10963	12/02/2026	AMD Audit & Assurance	Financial Assistance		-4488.00
INV-21615	31/01/2026	AMD Audit & Assurance	2025 Roads to Recovery (RTR) Acquittal Audit	2178.00	
INV-21616	31/01/2026	AMD Audit & Assurance	2025 LRCI Acquittal Audit	2310.00	
EFT10964	12/02/2026	Adobe Systems Software Ireland Ltd	Adobe licences		-604.76
3358198656	05/02/2026	Adobe Systems Software Ireland Ltd	CSO x 2 - 03/3/2026 - 02/10/2026	604.76	
EFT10965	12/02/2026	Allwest Plant Hire	Works Expense - Equipment Hire		-4180.00
45227	31/01/2026	Allwest Plant Hire	Hire of Bomag Roller period 01/01/2026 - 31/01/2026	4180.00	
EFT10966	12/02/2026	Avon Waste	Domestic & commercial waste services		-5282.05
00074518	31/01/2026	Avon Waste	Domestic & commercial general waste services -January 2026	5282.05	
EFT10967	12/02/2026	Bob Waddell & Associates	Financial Assistance		-2200.00
4941	09/02/2026	Bob Waddell & Associates	Financial Assistance - Monthly Financial Statement January 2026	2200.00	
EFT10968	12/02/2026	Brooks Hire Service	Works Expense - Equipment Hire		-8349.97
317696	31/01/2026	Brooks Hire Service	Hire 15 Tonne smooth drum roller period 01/01/26 - 30/01/26	8349.97	
EFT10969	12/02/2026	Focus Networks	Monthly Managed Services		-2518.04
SAAS-15428	05/02/2026	Focus Networks	Monthly Managed Services (SAAS) Firewall/Remote Services and Antivirus Software Management	2486.43	
INV-11735G	09/02/2026	Focus Networks	Managed Computer /Server Services and Support-Rates Services January 2026	31.61	

Chq/EFT	Date	Name	Description	Amount	Amount
EFT10970	12/02/2026	Kennards Hire	Works Expense - Equipment Hire		-1400.00
28398645	09/01/2026	Kennards Hire	Hire of VMS boards for improved traffic awareness 23/01/26 - 06/02/26	1400.00	
EFT10971	12/02/2026	Pingelly GP Unit Trust	Staff Employments Expenses		-165.00
91048	03/02/2026	Pingelly GP Unit Trust	Pre Employment Medical for CSO	165.00	
EFT10972	12/02/2026	RingCentral	Shire Phone Service		-662.00
CD_001349192	07/02/2026	RingCentral	Phone system Charges period 05/02/26 - 04/03/26	662.00	
EFT10973	12/02/2026	Sherrin Rentals	Works Expense - Equipment Hire		-7261.10
5236892	31/01/2026	Sherrin Rentals	Hire 15000 Lt Water Truck period 14/01/26 - 31/01/26	7261.10	
EFT10974	12/02/2026	Wandering Rural	Works Expense		-581.72
12631	05/02/2026	Wandering Rural	Deluge 1000 x 4 drums	581.72	
EFT10975	13/02/2026	CCW (WA) PTY LTD	Works Expense		-17149.00
INV-0144	15/01/2026	CCW (WA) PTY LTD	Industrial Estate - Variance to works, Geo-liner for transformer compound -Blue metal 60mm ballast	17149.00	
EFT10976	16/02/2026	Malcolm John Wilkins	Customer Refund		-1862.00
REFUND	16/02/2026	Malcolm John Wilkins	Refund for EFPOS amount Over paid	1862.00	
EFT10977	20/02/2026	Bob Waddell & Associates	Financial Accounting Services		-660.00
4950	15/02/2026	Bob Waddell & Associates	Accounting Services - Monthly Financial Statement - January 2026	660.00	
EFT10978	20/02/2026	City of Kalamunda	Building Surveyor services		-508.33
38775	12/02/2026	City of Kalamunda	Building Surveyor services provided - Jan 2026	508.33	
EFT10979	20/02/2026	DCE Services	Works - Machinery Expense		-198.00
WS014	12/02/2026	DCE Services	Modify and replace hinges- bulk fuel tank	198.00	
EFT10980	20/02/2026	EKWA Contractors Pty Ltd	Works - Machinery Expense		-1775.40
00001495	11/02/2026	EKWA Contractors Pty Ltd	GPS cable replacement on grader	1775.40	
EFT10981	20/02/2026	JEB Cleaning Services	Shire Cleaning Contract		-2298.96
41	15/02/2026	JEB Cleaning Services	JEB Cleaning Contract 2/2/26 - 15/2/26	2298.96	
EFT10982	20/02/2026	LGISWA	EAP Program Extension		-625.35
100-163867	10/02/2026	LGISWA	EAP Program Extension - 21 employees 01/01/26 to 30/06/2026 with adjustment for 1/7/25 - 31/12/25	625.35	
EFT10983	20/02/2026	Metal Artwork Creations	Staff Admin Expense		-20.35
36803	10/02/2026	Metal Artwork Creations	Badge for CSO	20.35	

Chq/EFT	Date	Name	Description	Amount	Amount
EFT10984	20/02/2026	Narrogin Pumps Solar & Spraying	Parks & Garden Expense		-292.05
00072844	10/02/2026	Narrogin Pumps Solar & Spraying	Lay flat hose LP Blue 75mm	292.05	
EFT10985	20/02/2026	Officeworks	CRC EVENT - IWD		-495.00
627862303	16/02/2026	Officeworks	Volunteer Certificate frames - IVD Grant	495.00	
EFT10986	20/02/2026	Station motors 1974 Pty Ltd T/a Edwards Isuzu	Shire Vehicle Expense		-4000.00
T-8133	12/01/2026	Station motors 1974 Pty Ltd T/a Edwards Isuzu	Purchase of MUX LST with Trade In	4000.00	
EFT10987	20/02/2026	WD Auto Repairs	Shire Vehicle Expense		-1331.69
00002735	11/02/2026	WD Auto Repairs	Ute service	636.06	
00002737	11/02/2026	WD Auto Repairs	Service on Vehicle - 1IKC870	695.63	
EFT10988	20/02/2026	Western Australian Electoral Commission	Election Expense 2025		-15532.60
3906	09/02/2026	Western Australian Electoral Commission	Costs associated with Local Gov Council Election 2025	15532.60	
EFT10989	24/02/2026	Best Office Systems	Shire Office and CRC Printing Expense		-282.02
656552	20/02/2026	Best Office Systems	Black and Colour Meters for Shire Office and CRC Printers 20/01/26-20/02/26	282.02	
EFT10990	24/02/2026	Bob Waddell & Associates	Finance Assistance		-792.00
4963	23/02/2026	Bob Waddell & Associates	Assistance provided with WALGGC Information Return.	792.00	
EFT10991	24/02/2026	Boddington Medical Centre (Bouldermed PTY	Staff Employments Expenses		-362.67
1217	11/02/2026	Boddington Medical Centre (Bouldermed PTY LTD)	Pre Employment/ Workplace Drug Screen and Administration Fees	178.42	
1216	11/02/2026	Boddington Medical Centre (Bouldermed PTY	Pre-Employment Medical	184.25	
EFT10992	24/02/2026	Fuel Distributors of WA	Works - Yard Expense		-229.15
00744483	18/02/2026	Fuel Distributors of WA	Truck Wash - Grime Buster Red 20L	229.15	
EFT10993	24/02/2026	Kennards Hire	Works Equipment Hire		-1400.00
28447237	20/02/2026	Kennards Hire	Hire of VMS boards for improved traffic awareness 6/02/26-20/02/26	1400.00	
EFT10994	24/02/2026	Metal Artwork Creations	Staff Admin Expense		-52.69
36230	19/01/2026	Metal Artwork Creations	Staff Name badges - SFO, CSO, TSAO	52.69	
EFT10995	24/02/2026	Officeworks	Office Stationery		-395.91
627893777	17/02/2026	Officeworks	Office Stationery Re-Stock	395.91	

Chq/EFT	Date	Name	Description	Amount	Amount
EFT10996	24/02/2026	Perth Patios & Home Improvements (MCI Building Company P/L)	Community Centre		-880.00
4135	23/02/2026	Perth Patios & Home Improvements (MCI Building Company P/L)	Patio Deposit - Supply and install skillion patio at community centre	880.00	
EFT10997	24/02/2026	Quest Payment Systems Pty Ltd	Caravan Park Expense		-418.00
67074	12/02/2026	Quest Payment Systems Pty Ltd	OPT Monthly Maintenance 1/02/26-28/02/26	418.00	
EFT10998	24/02/2026	Riverside Roadhouse	Supply of Goods from Bakery-		-137.20
11/02/2026	11/02/2026	Riverside Roadhouse	Catering for staff acknowledgment event	137.20	
EFT10999	24/02/2026	WA Contract Ranger Services	Contract Ranger Services		-779.63
00006897	21/02/2026	WA Contract Ranger Services	Contract Ranger Services - labour & travel (5 & 17/02/26)	779.63	
EFT11000	24/02/2026	WA Fuel Supplies	Fuel Facility - Feb 2026		-52265.67
00244194	18/02/2026	WA Fuel Supplies	Diesel and UPL purchased for Fuel Facility - Feb 2026	52265.67	
DD5584.1	02/02/2026	DOT Licencing	Transport WADO EOD 290126		-141.60
290126	29/01/2026	DOT Licencing	Transport WADO EOD 290126	141.60	
DD5588.1	10/02/2026	Australian Super	Superannuation Contributions		-1805.92
SUPER	10/02/2026	Australian Super	Payroll deductions	1805.92	
DD5588.2	10/02/2026	Aware Super	Superannuation Contributions		-5076.31
SUPER	10/02/2026	Aware Super	Payroll deductions	5076.31	
DD5588.3	10/02/2026	The Trustee for Keith Bowen Super	Superannuation Contributions		-328.93
SUPER	10/02/2026	The Trustee for Keith Bowen Super	Payroll deductions	328.93	
DD5588.4	10/02/2026	MLC Masterkey	Superannuation Contributions		-61.08
SUPER	10/02/2026	MLC Masterkey	Payroll deductions	61.08	
DD5588.5	10/02/2026	Australian Retirement Trust Super Savings	Superannuation Contributions		-267.51
SUPER	10/02/2026	Australian Retirement Trust Super Savings	Payroll deductions	267.51	
DD5588.6	10/02/2026	HUB24 Super Fund	Superannuation Contributions		-272.64
SUPER	10/02/2026	HUB24 Super Fund	Payroll deductions	272.64	
DD5588.7	10/02/2026	Retail Employees Superannuation (REST)	Superannuation Contributions		-164.78
SUPER	10/02/2026	Retail Employees Superannuation (REST)	Payroll deductions	164.78	
DD5604.1	10/02/2026	MLC Masterkey	Superannuation Contributions		-143.82
REVERSAL	10/02/2026	MLC Masterkey	Payroll deductions	143.82	

Chq/EFT	Date	Name	Description	Amount	Amount
DD5607.1	24/02/2026	Australian Super	Superannuation Contributions		-2258.29
SUPER	24/02/2026	Australian Super	Payroll deductions	1858.34	
DEDUCTION	24/02/2026	Australian Super	Payroll deductions	317.72	
DEDUCTION	24/02/2026	Australian Super	Payroll deductions	82.23	
DD5607.2	24/02/2026	Aware Super	Superannuation Contributions		-6235.90
SUPER	24/02/2026	Aware Super	Payroll deductions	5344.03	
DEDUCTION	24/02/2026	Aware Super	Payroll deductions	891.87	
DD5607.3	24/02/2026	The Trustee for Keith Bowen Super	Superannuation contributions		-328.93
SUPER	24/02/2026	The Trustee for Keith Bowen Super	Payroll deductions	328.93	
DD5607.4	24/02/2026	Australian Retirement Trust Super Savings	Superannuation contributions		-239.61
SUPER	24/02/2026	Australian Retirement Trust Super Savings	Payroll deductions	239.61	
DD5607.5	24/02/2026	HUB24 Super Fund	Superannuation contributions		-275.95
SUPER	24/02/2026	HUB24 Super Fund	Payroll deductions	275.95	
DD5607.6	24/02/2026	MLC Masterkey	Superannuation contributions		-200.94
SUPER	24/02/2026	MLC Masterkey	Payroll deductions	200.94	
DD5607.7	24/02/2026	Retail Employees Superannuation (REST)	Superannuation contributions		-186.89
SUPER	24/02/2026	Retail Employees Superannuation (REST)	Payroll deductions	186.89	
DD5609.1	25/02/2026	Synergy	Power Usage		-911.01
736847310	04/02/2026	Synergy	Street lighting usage 25/12/25 - 24/01/26	911.01	
DD5609.2	12/02/2026	Synergy	Power Usage		-4249.44
162178800	22/01/2026	Synergy	Fuel facility Electricity Usage 19/11/25 - 20/1/26	357.51	
237026030	22/01/2026	Synergy	Depot Electricity Usage 19/11/25 - 20/01/26	508.26	
312287790	22/01/2026	Synergy	Administration Office Electricity Usage 19/11/25 - 20/01/26	614.91	
638167070	22/01/2026	Synergy	Caravan Park Electricity Usage 19/11/25 - 20/01/26, Fire Station Electricity Usage 19/11/25 - 20/01/26	1987.33	
995311230	22/01/2026	Synergy	CRC Electricity usage 19/11/25 - 20/01/26, Public conveniences Electricity usage 19/11/25 - 20/01/26	781.43	
DD5609.3	13/02/2026	Synergy	Power Usage		-522.43
174466300	23/01/2026	Synergy	19 Humes Wy Electricity Usage 18/11/25 - 19/01/26	522.43	

Chq/EFT	Date	Name	Description	Amount	Amount
DD5609.4	16/02/2026	Synergy	Power Usage		-781.42
598043020	27/01/2026	Synergy	13 Dunmall Dr Electricity Usage 18/11/25 - 19/01/26	781.42	
DD5609.5	11/02/2026	Synergy	Power Usage		-286.95
749226510	21/01/2026	Synergy	Community Centre Electricity Usage 19/11/25 - 20/01/26	286.95	
DD5612.1	02/02/2026	Telstra	Telstra Mobile and Internet Billing Service		-1137.92
K 204 857 361-9	18/01/2026	Telstra	Administration Phone/Internet - Feb 26, Operations Phone - Feb 26, Fire Station Internet - Feb 26, CRC Phone/Internet - Feb 26, Community Centre Internet - Feb 26, Fuel Facility Internet - Feb 26, Depot Internet - Feb 26	1137.92	
DD5612.2	26/02/2026	Telstra	Telstra TIMs Messaging - February 2026		-478.68
T311	07/02/2026	Telstra	Tims Messaging Councillors - February 2026, Fire Control - February 2026, Fuel facility - February 2026	478.68	
DD5612.3	26/02/2026	Easi Fleet PTY LTD-DD	Novated Lease Payments - February 2026		-1611.22
255531	01/02/2026	Easi Fleet PTY LTD-DD	Payroll deductions	1611.22	
DD5612.4	11/02/2026	De Lage Landen Pty Ltd	JCB Lease Payment - February 2026		-4660.94
JCB LEASE - FEB 26	11/02/2026	De Lage Landen Pty Ltd	JCB Lease Principal payment - February 2026, JCB Lease Interest payment - February 2026	4660.94	
DD5617.1	02/02/2026	Water Corporation	Water Usage		-824.42
9007761065	15/01/2026	Water Corporation	14 Down St Water use - 7/11/25 - 14/01/26, Service charge - 7/11/25 - 14/01/26	121.86	
9011269073	15/01/2026	Water Corporation	13 Dunmall Dr Water use 7/11/25 - 14/1/26, Service charge 7/11/25 - 14/1/26	540.92	
9016161686	15/01/2026	Water Corporation	19 Humes Wy Water use 7/11/25 - 14/01/26, Service charge 7/11/25 - 14/01/26	113.65	
9016161846	15/01/2026	Water Corporation	5 Dunmall Dr Service charge February 2026	47.99	

Chq/EFT	Date	Name	Description	Amount	Amount
DD5617.2	05/02/2026	Water Corporation	Water Usage		-4527.04
9007760951	15/01/2026	Water Corporation	Public Conveniences Water use 7/11/2025 to 14/1/2026, CRC Water use 7/11/2025 to 14/1/2026	385.54	
9007760898	15/01/2026	Water Corporation	Caravan Park Water Use 7/11/2025 to 14/1/2026	819.26	
9007760919	15/01/2026	Water Corporation	Depot Water use 7/11/2025 to 14/01/2026, Standpipe Water use 7/11/2025 to 14/01/2026	2614.42	
9007760943	15/01/2026	Water Corporation	Administration building Water use 7/11/25 to 14/1/26	259.03	
9007760978	15/01/2026	Water Corporation	Community Centre Water use 7/11/2025 to 14/1/2026	448.79	
DD5617.3	09/02/2026	Water Corporation	Water Usage		-47.99
9007761110	22/01/2026	Water Corporation	1 Dowsett Street Service charge - 7/11/25 - 14/01/26	47.99	

\$ 238,183.04

Credit Card Breakdown 24/1/2026 to 25/2/2026

Date	Supplier	Description	Amount	GST
27/01/2026	Costco	Australia day event - Cake, eggs servettes	\$ 393.74	\$ 35.79
28/01/2026	Water Corporation	Refund to I Fitzgerald closed card - awaiting amendment	\$ (122.95)	
28/01/2026	Australia Post	Infringement - DOT	\$ 127.60	\$ 11.60
05/02/2026	Tarts & Co	Bereavement Flowers R Street	\$ 120.96	\$ 11.00
09/02/2026	Costco	Kitchen supplies	\$ 15.99	\$ 1.45
19/02/2026	Harvey Norman	Plantcraft HD Tow Behind Broadcast Spreader	\$ 784.00	\$ 71.27
23/02/2026	Coles	Bottles of Water	\$ 24.00	
24/02/2026	Coles Online	Supplies for CRC Event & CRC Cafe	\$ 136.55	\$ 12.41
25/02/2026	Bill & Bens Hot Bread	Dinner rolls - International Volunteers Day	\$ 105.00	
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
	Commonwealth Bank	Bank Fee		\$ -
		TOTAL	\$ 1,584.89	\$ 143.53

13. CHIEF EXECUTIVE OFFICER REPORTS

13.1 Proposed Electoral Reform

File Reference:

Date:	09/03/2026
Location:	Shire of Wandering
Applicant:	N/A
Author:	Dr. Alistair Pinto
Authorising Officer:	Dr. Alistair Pinto
Disclosure of Interest:	N/A
Attachments:	Draft - Discussion paper - Electoral Reform
Voting Requirements:	Simple Majority
Previous Reference:	N/A

Summary of Report:

Council is asked to consider the Shire of Wandering's position regarding proposed Local Government electoral reforms being explored by the State Government and for which the Western Australian Local Government Association (WALGA) is undertaking sector-wide consultation, and to authorise the Chief Executive Officer to prepare a submission on behalf of the Shire of Wandering.

Background:

Under the current legislative framework:

- Elected Members are elected for four-year terms.
- Elections occur every two years for half of the council positions.
- Voting is optional (voluntary).
- Postal elections are administered through the Western Australian Electoral Commission.

WALGA has commenced proactive early engagement with Local Governments to ensure sector views inform WALGA's advocacy positions and the anticipated State Government reform process.

In their Electoral Reform Discussion Paper (attachment 1), WALGA states that options have been raised in statements by the Minister for Local Government, the Hon Hannah Beazley MLA, but no formal proposals have yet been provided for consultation.

WALGA's existing advocacy positions support:

- Four-year Councillor terms with half-spill elections every two years; and
- Voluntary voting, noting that further work on participation models was underway when the Minister announced potential reform options.

Local Governments have been requested to provide Council-endorsed responses to WALGA by 27 March 2026.

Electoral Reform Discussion Paper

The Shire of Wandering is invited to consider and respond to the specific questions posed in the Discussion Paper regarding election frequency (Questions 1–4) and compulsory versus voluntary voting (Questions 5–8).

Election Frequency (Half Spill vs Full Spill)

1. Does your Local Government support half spill elections every two years or full spill elections every four years?

The Shire of Wandering supports full-spill elections every four years.

2. What are the key considerations informing this view?

The preference for a four-year full-spill model is based on several practical and governance-focused considerations:

- Stronger governance and continuity: After each election, new Councillors require time to complete their training, understand their role and find their feet to build momentum. Under the current system, Council often gets only around 18 months of productive work before preparing for the next election cycle. A four-year full term creates a stronger governance rhythm.
- The term of the Shire President and Deputy President will coincide with the same term of Councillors providing stability in leadership.
- Reduced caretaker periods: Caretaker periods can be disruptive, especially when they occur frequently. Having one fewer caretaker period supports smoother decision-making and longer-term planning.
- Time for Councillors to learn their roles: It takes time to understand and gain experience in the role and longer terms help Councillors build confidence and capability. A four-year cycle is seen as more in the interest of good governance and community outcomes.
- Training implications: A full spill would likely see a mix of returning and new Councillors. If many new representatives were elected at once, structured training would be essential.
 - A transition period or pre-training for candidates would ensure new Councillors can hit the ground running.
 - There would also be cost savings if all Councillors were trained at the same time, for example locally in the Shire.
 - Even for returning Councillors, four-year training cycles provide a useful refresher.
- Community decision-making: A full spill offers a “refresh,” but it is not expected that communities would vote out all Councillors at once. Voters generally re-elect strong performers, and occasional turnover is a normal, healthy part of elections.
- Consistency with other government cycles: A four-year term aligns with State Government and Legislative Council election cycles, creating a more familiar and consistent governance structure.
- However, it is also acknowledged that moving to a full four-year election cycle may have potential unintended consequences. In particular, a longer uninterrupted term of office may be perceived by some prospective candidates as a greater personal and time commitment than the current system. For some individuals, a four-year commitment may be viewed as too onerous or uncertain due to changing personal circumstances, employment commitments, family responsibilities, or relocation from the district.
- This could potentially result in fewer individuals being willing to nominate for Council, particularly in smaller regional communities where the candidate pool is already limited. In addition, where elected members resign during a four-year term due to changing circumstances, this may increase the likelihood of extraordinary elections (by-elections) occurring between ordinary elections.

3. If full spill elections every four years were introduced, what transitional arrangements and consequential amendments may be required?

Key arrangements that would support a transition include:

- A defined transition period to support continuity during the changeover to full-spill elections.
- Pre-election training or information sessions so prospective candidates understand the responsibilities before nominating.
- A coordinated induction program immediately following elections, ensuring all new Councillors receive comprehensive training at the same time.
- Refinements to caretaker provisions to align with the new four-year cycle.
- Budget and administrative adjustments, particularly to accommodate consolidated training delivery.

- Updates to local governance standards or frameworks to reflect the increased level of local discretion supported by the new model.

4. Any other comments?

A four-year, full-spill election cycle supports stronger governance, better continuity, reduced caretaker disruption, and improved Councillor capability. It aligns with existing State electoral cycles and provides opportunities for efficiencies and improved training.

Importantly, it maintains community confidence by allowing a full refresh while still trusting voters to re-elect effective representatives. Allowing Local Governments to integrate this approach within their own standards further supports good governance and local decision-making.

Local Governments should also be offered the autonomy to make decisions that best reflect their communities, including determining election approaches within their own standards and governance frameworks.

Compulsory or Voluntary Voting

5. Does your Local Government support compulsory voting or voluntary voting in Local Government elections?

The Shire of Wandering supports voluntary voting under the current two-year, half-spill election cycle.

6. If the frequency of Local Government elections were changed to every four years, would your Local Government support compulsory or voluntary voting?

If Local Government elections were changed to a four-year full-spill cycle, our Local Government would support compulsory voting.

7. What are the key considerations informing this view?

The following considerations inform this view:

- High election frequency contributes to voter apathy. Turnout is already low (around 17%) and making voting compulsory every two years would not necessarily reduce this apathy.
- Voter turnout has been demonstrated to be greater than 75% in States where voting in local government elections is compulsory.
- Cost burden on residents. Compulsory voting increases election administration costs, including compliance activities. With elections every two years, this becomes a more significant ongoing cost to the community.
- Voting in Local Government elections is mandatory across all Australian states, except for Western Australia and South Australia, where participation remains voluntary.
- Analysis of data from the past two elections across Australia indicates that, on average, returning Council Members constitute between 47% and 57% of the Council following full spill elections.

8. Any other comments?

The Shire of Wandering supports exploring other polling models to increase turnout, such as digital alternatives (subject to security and feasibility).

Consultation:

No internal consultation was considered necessary in relation to the recommendations of the report. Elected members were briefed on the questions and provided the relevant WALGA documentation. No community consultation was considered necessary in relation to the recommendations of the report.

Statutory Environment:

- Local Government Act 1995
- Local Government (Elections) Regulations 1997

There are no statutory implications resulting from the recommendations of this report

Policy Implications:

There are no policy implications resulting from the recommendations of this report.

Financial Implications:

There are no immediate financial implications arising from providing feedback to WALGA.

Strategic Implications:

The opportunity to provide feedback on the State Government’s potential electoral reform proposals enables the Shire to contribute to sector-wide advocacy on matters that directly influence democratic participation, governance continuity and the cost and conduct of Local Government elections.

Provide Strong Leadership

Our Goals	Our Strategies
A well informed Community	Foster Opportunities for connectivity between Council and the Community
We plan for the future and are strategically focused	Ensure accountable, ethical and best practice governance Service Level Plans detail operational roles, responsibilities and resources.

Risk Implications:

Risk	Low
The risk to the Shire associated with the recommendations in this report—being limited to the provision of Council-endorsed feedback to WALGA—is low.	

Voting Requirements:

Simple Majority

Officer Recommendation:

That Council authorises the CEO to provide a submission to WALGA supporting:

- 1. the introduction of full spill elections every four years**
- 2. compulsory voting at Local Government elections.**
- 3. Advocacy for legislative reform to allow local governments to administer postal elections themselves or appoint alternative election providers, rather than relying solely on the Western Australian Electoral Commission (WAEC).**

Moved: _____

Seconded: _____

Carried

For/Against: Cr Little Cr Price Cr Cowan Cr Hansen Cr Jennings Cr Latham Cr Thompson

Electoral Reform Discussion Paper

1. Background

1.1. Purpose

The purpose of this discussion paper is to request Council-endorsed Local Government feedback to inform WALGA's advocacy on Local Government electoral reforms expected to be proposed by the State Government, specifically:

- full spill elections every 4 years; and
- compulsory voting at Local Government elections

These options have been raised in statements by the Minister for Local Government, Hon Hannah Beazley MLA, but no formal proposals have yet been provided for consultation. While WALGA has relevant advocacy positions (discussed further below), the purpose of this discussion paper is to undertake early sector engagement to ensure WALGA's positions reflect the sector's current views and enable timely, well-informed and effective engagement with the anticipated State Government reform proposals.

1.2. WALGA existing advocacy positions

1.2.1. Elections

WALGA has established advocacy positions reflecting the sector's support of voluntary voting and elections of half the offices on Council every two years. These advocacy positions are provided in Appendix 1.

In late 2024 WALGA conducted a review of its Elections Advocacy Positions to ensure they reflected the sector's contemporary view.

Local Government responses at that time indicated strong (98%) support for half spills every two years, which was reflected in the adopted Advocacy Position [2.5.16 Elections](#).

While voluntary voting was supported by an overall majority of responses (74%), compulsory voting was supported by a majority (64%) of metropolitan respondents and a majority (61%) of Class 1 and 2 respondents.

State Council requested that the WALGA secretariat undertake further investigation of the implications of compulsory and voluntary participation in Local Government elections before reporting back to State Council.

In the interim, Advocacy Position [2.5.15 Participation in Local Government Elections](#) was retained, expressing support for voluntary voting with a note that further work was being undertaken.

This investigation was ongoing when the Minister for Local Government raised the prospect of further Local Government election reform.

A State by State comparison of electoral statistics is provided in Appendix 2.

1.2.2. Election costs

In 2024, WALGA conducted a review of five Local Government biennial election cycles up to and including the 2023 Local Government elections. The review demonstrated significant cost increases and concerns about the lack of transparency in costings provided by the Western Australian Electoral Commission (WAEC).

In September 2024, State Council adopted Advocacy Position [2.5.18 Local Government Elections Analysis 2015-2023](#), calling for an independent audit of the WAEC's cost allocation methods and the introduction of Service Level Agreements to ensure transparency of costing methodology.

Cost implications are a relevant consideration in assessing the appropriateness of any proposed electoral reform. However, the current lack of transparency in costing methodology makes it impossible to confidently forecast cost impacts.

This discussion paper seeks to identify the factors associated with each reform proposal that may affect election costs. This is further complicated by the interaction of possible reform options and external economic factors.

WALGA has requested that the Department of Local Government, Regulation and Industry Safety (LGIRS) and the Western Australian Electoral Commission, undertake modelling to identify the cost implications of any proposed reforms.

A comparison of available electoral costs data, State by State, is included as Table 4 in Appendix 2.

WALGA has contacted other Local Government associations to ask if they have experienced changes in costs associated with [compulsory four-year, all-in all-out](#), local government elections. As this has been the approach in most jurisdictions for some time, responses were largely unable to address changes in cost.

2. Election Frequency

Current situation

Western Australia holds biennial elections, with half of the offices on Council elected every two years for four-year terms. All other Australian jurisdictions hold full spill elections every four years (four-year terms).

Considerations

Considerations include:

- Voter participation and fatigue
- Continuity, knowledge retention and mentorship for new Council Members
- Stable whole-of-Council mandate and collective accountability
- Capacity for candidate recruitment
- Administrative requirements
- Extraordinary vacancies and backfilling
- Timing and transitional arrangements

Re-election rates

WALGA has analysed the composition of Councils following the last two Local Government elections in other Australian jurisdictions, all of which have full spill elections. A comparison of available data on re-election rates is included as Table 2 in Appendix 2.

This data suggests that on average, re-elected Council Members make up between 47% and 57% of Council following full spill elections.

By comparing over 700 consecutive ordinary election results, the review identified nine occasions when the membership of Council following an ordinary election was 100% different from the Council following the previous ordinary election. However, four of these local governments held mid-term extraordinary elections, meaning the changes in membership occurred over two or more elections within a four-year period.

Costs

In one respect, a change to a four-year cycle would reduce costs by reducing the number of elections. However, the cost of each election may increase. The WAEC uses the number of vacancies to inform quotations for the conduct of elections. Full spill elections would double the number of vacancies, with possible increased costs associated with printing and postage and increased staffing for the count.

WALGA cannot definitively determine an overall cost impact to Local Government without the requisite cost-modelling from the WAEC. WALGA has requested that the WAEC provide this modelling to LGIRS. The cost impact of a change in election frequency may also vary between Local Governments.

Questions

1. Does your Local Government support half spill elections every two years or full spill elections every four years?
2. What are the key considerations informing this view?
3. If full spill elections every four years were introduced, what transitional arrangements and consequential amendments may be required?
4. Any other comments?

3. Compulsory or Voluntary Voting

Current situation

Voting in Local Government elections is voluntary in Western Australia and South Australia. All other Australian jurisdictions have compulsory voting.

Considerations

Considerations include:

- Voter participation and democratic legitimacy
- Voter engagement, awareness and/or fatigue
- Administrative and enforcement requirements
- Application to owner and occupier rolls

Participation rates

A comparison of available participation data is included as Table 3 in Appendix 1.

Costs

The WAEC uses expected participation rates to inform quotations for the conduct of elections. It is likely that an increased participation rate would increase election costs through higher reply-paid charges and increased staffing for the count. However, in-person elections become more cost effective than postal elections at higher participation rates.

WALGA cannot definitively determine an overall cost impact to Local Government without the requisite cost-modelling from the WAEC. WALGA has requested that the WAEC provide this modelling to LGIRS. The cost impact of compulsory voting may also be different for each Local Government depending on their current participation rates and methods for holding elections, and whether these would change significantly.

Tasmania implemented compulsory voting in Local Government elections in 2022. Local Government Association Tasmania (LGAT) advised that this resulted in reasonably significant cost increases. The Tasmanian Electoral Commission reported a \$9.32 per elector cost for the first compulsory Local Government elections in 2022, a 35% increase from \$6.92 in 2018. An analysis of the factors contributing to this increase is not available and it may be challenging to draw direct comparisons between Tasmania and WA.

It is likely that the cost impact of compulsory voting would be moderated if elections also transition to a 4 yearly cycle.

DRAFT

Questions

5. Does your Local Government support compulsory voting or voluntary voting in Local Government elections?
6. If the frequency of Local Government elections were changed to every 4 years, would your Local Government support compulsory or voluntary voting?
7. What are the key considerations informing this view?
8. Any other comments?

DRAFT

Appendix 1- WALGA Elections Advocacy Positions

2.5.15 Participation in Local Government Elections

Position Statement	<p>The Local Government sector supports voluntary participation in Local Government elections.</p> <p><i>Noting that State Council at its 6 December 2024 State Council meeting resolved that the WALGA Secretariat further investigate implications of compulsory and voluntary participation in Local Government elections and report back to State Council.</i></p>
Background	<p>Voluntary participation in Local Government elections is a long-established position of the Local Government sector, and was confirmed as a result of sector feedback received during the Local Government reform process.</p>
State Council Resolution	<p>December 2024 - 090.5/2024</p> <p>February 2022 – 312.1/2022</p> <p>December 2020 – 142.6/2020</p> <p>March 2019 – 06.3/2019</p> <p>December 2017 – 121.6/2017</p> <p>October 2008 – 427.5/2008</p>
Supporting Documents	<p>Advocacy Positions for a New Local Government Act</p> <p>WALGA submission: Local Government Reform Proposal (February 2022)</p>

2.5.16 Elections

Position Statement	<p>The Local Government sector supports:</p> <ol style="list-style-type: none"> 1. Councillors serve four-year terms with elections every two years and half of the Council positions spilled at each election. 2. First-Past-The-Post (FPTP) voting system for Local Government elections. If Optional Preferential Voting (OPV) remains as the primary method of voting, the sector supports the removal of the 'proportional' part of the voting method for general elections. 3. First-Past-The-Post (FPTP) voting system for internal Council elections.
--------------------	--

4. Councils holding elections by means of in-person, postal and/or electronic voting.
5. Current legislative provisions of Mayor/President of Class 1 and Class 2 Local Governments being directly elected by the community and Class 3 and Class 4 Local Governments determining whether its Mayor or President is elected by the Council or by the community.

Background

The sector positions on Local Government elections have been long-established. This was confirmed as a result of sector feedback received during the Local Government reform process.

Following the 2023 Local Government Elections where legislative reforms to Local Government elections processes were first implemented, sector wide consultation was conducted on key elements of the elections advocacy positions to determine if they accurately reflected the sector's contemporary view.

State Council Resolution

December 2024 - 091.5/2024

February 2022 – 312.1/2022

December 2020 – 142.6/2020

March 2019 – 06.3/2019

December 2017 – 121.6/2017

October 2008 – 427.5/2008

2.5.18 Local Government Elections Analysis 2015-2023

Position Statement

That WALGA advocate to the State Government:

1. For an independent Local Government election audit, focusing on the Western Australia Electoral Commission's (WAEC) service delivery and cost allocation methods and costing applications used, to confirm that marginal cost recovery principles are applied and that the costing program is being effectively managed.
2. For the requirement for the WAEC to develop and implement Service Level Agreements with Local Governments, similar to those agreements currently used in New South Wales and Victorian Local Government elections and that includes:
 - a. transparency of costing methodology,
 - b. direct engagement with Local Governments pre and post elections, and
 - c. the roles and responsibilities of the WAEC and Local Governments in the conduct of elections.

3. For a review of the legislative framework that would allow for more than one election services provider to conduct Local Government elections.
4. For a mandated WAEC Report to Parliament specific to Local Government elections post each election cycle, outlining costs, results, voter turnout and matters for improvement both in the conduct of elections and the legislation, if relevant.

Background

A comprehensive review and analysis of five election cycles up to and including the 2023 Local Government election against the backdrop of legislative reforms to the Local Government electoral process in Western Australia was carried out by WALGA.

With a focus on postal elections conducted exclusively by the Western Australian Electoral Commission (WAEC), the analysis has found evidence of the rising cost and reduced service level of conducting Local Government elections in Western Australia.

Elected Member feedback, costs vs service comparisons and engagement by the sector with WALGA's governance services over the 2023 Local Government election period, are the basis for the position outlined above.

State Council Resolution

September 2024 - 065.4/2024

Appendix 2 - Election Statistics

The data in the following tables is derived from publicly available reports issued by the respective State Electoral Commissions for the elections they conducted. The different content and format of reporting in each jurisdiction can make direct comparisons challenging.

Table 1: Comparative overview

Jurisdiction	Compulsory/optional voting	Frequency	Postal/In Person
Western Australia	Optional	Half spill every 2 years	Postal or in person
South Australia	Optional	Full spill every 4 years.	Postal.
Northern Territory	Compulsory	Full spill every 4 years	Postal or in person.
Queensland	Compulsory	Full spill every 4 years.	Postal or in person.
New South Wales	Compulsory	Full spill every 4 years.	In person.
Victoria	Compulsory	Full spill every 4 years.	Postal
Tasmania	Compulsory	Full spill every 4 years.	Postal

Table 2: Average percentage of returning Council Members (at individual Council level)

States with full spills only. Calculated using publicly reported ordinary election results including elections conducted by private providers.

State	Most recent election year Average % of Council Members who were Council Members the previous term	Previous election year Average % of Council Members who were Council Members the previous term
Queensland	2024 47%	2021 49%
New South Wales	2024 54%	2021 49%
Victoria	2024 46%	2020 47%
South Australia	2022 57%	2018 48%
Tasmania	2022 53%	2018 54%

Table 3: Percentage of all elected candidates who were returning Council Members (at State level)

States with full spills only. Official state level percentage reported by electoral commissions for elections they conducted.

State	Most recent election year % of returning Council Members	Previous election year % of returning Council Members
Queensland	2024 43.2%	2021 46.0%
New South Wales	2021 56.8%	2016/17 (amalgamations) 60.6%
Victoria	2024 43.0%	2020 51.9%
South Australia	2022 50.0%	2018 55.3%
Tasmania	2022 46.0%	2018 48.0%

Table 4: Election participation rates

State	Election Year	Election Year	Election Year
WA	2023 31.2%	2021 30.2%	2019 29.1%
NSW	2024 84.54%	2021 (2020 postponed) 83.56%	2016/2017 (amalgamations) 2017: 79.58% 2016: 79.27%
NT	2025 <i>Official report not yet available.</i>	2021 61.3%	2017 58.5%
QLD	2024 82.31%	2020 (COVID impacted) 77.71%	2016 83.04%
SA	2022 32.9%	2018 31.6%	2014 31.99%
TAS	2022 (First election with compulsory voting) 84.79%	2018 58.72%	2014 54.58%
VIC	2024 81.46%	2020 81.47%	2016 72.15%

Table 5: Election costs
Election costs invoiced to Local Governments.

State	Election Year	Election Year	Election Year
WA	2023 <i>postal elections only</i> \$5.17 per elector 1,763,392 electors (115 districts)	2021 <i>postal elections only</i> \$4.06 per elector 1,727,712 electors (92 districts)	2019 <i>postal elections only</i> \$3.70 per elector 1,619,431 electors (86 districts)
NSW	2024 \$55.67million 5,242,086 electors (125 councils)	2021 \$46million (<i>budgeted</i>) 4,838,137 electors (122 councils)	2016/2017 2017 \$19.17 million 2.73 million electors (45 councils) 2016 \$14.11 million 1.97million electors (76 councils)
NT	2025 NA	2021 \$1,864,193 142,546 electors	2017 \$1,593,775 133,927 electors
SA	2022 \$8.93million (ex GST) \$6.93 per elector (ex GST)	2018 \$6.57million (ex GST) \$5.41 per elector (ex GST)	2014 \$4.36million (ex GST) \$3.77 per elector (ex GST)
TAS	2022 <i>voting became compulsory</i> \$9.32 per elector 410,975 electors	2018 \$6.92 per elector 356,810 electors	2014 <i>first all-in all-out</i> \$5.59 per elector 375,355 electors

Note: Data in this table is taken from reports published by the relevant Electoral Commissions. Due to differences in the ways electoral costs are apportioned, a per elector cost is only provided if it was reported. Data for QLD and VIC is not clearly discernible in Election Reports, and therefore not presented in this table.

13.2 Local Emergency Management Committee Members

File Reference:	05.053.0530
Date:	10 March 2026
Location:	N/A
Applicant:	N/A
Author:	Executive Assistant
Authorising Officer	Chief Executive Officer
Disclosure of Interest:	Nil
Attachments:	Nil
Voting Requirements:	Absolute Majority
Previous Reference:	Item 12.1 Ordinary Council Meeting 30 October 2025

Summary of Report:

To review the membership of the Local Emergency Management Committee (LEMC).

Background:

Subsequent to the recent fires in and around Wandering, this item proposes a review of the current membership of the Local Emergency Management Committee.

Membership of this committee should include members who are;

- a) able to attend and be actively and productively involved in the bi-monthly local emergency management committee meetings,
- b) stay up to date with emergency management training which sometimes involves attending training in Perth,
- c) at the time of an emergency be actively and productively involved with emergency incident management e.g. take responsibility for a part of the response and then contribute towards recovery,
- d) at the time of an emergency be able to manage a component of the emergency response when an Incident Support Group (ISG) or Operational Area Support Group (OASG) are convened.

Consultation:

Shire of Wandering Councillors

Statutory Environment:

Emergency Management Act 2005 (WA)

Policy Implications:

Nil.

Financial Implications:

Nil.

Strategic Implications:

Provide Strong Leadership

Our Goals	Our Strategies
People feel safe, connected and actively involved in the community	Facilitate and support Emergency Services Planning

Risk Implications:

Risk	Medium
The Shire faces a high bushfire risk, with a strong likelihood that future events will require emergency management. It is therefore essential that the Shire’s representation on this committee	

appropriately reflects the knowledge and skills needed to support effective planning, response, and recovery for future emergency events.

Voting Requirements:

Absolute Majority

Officer Recommendation:

That Council approves the appointment of the following Councillors to the Local Emergency Management Committee:

- **Delegate 1 -**
- **Delegate 2 -**
- **Proxy -**

Moved: _____

Seconded: _____

Carried

For/Against: Cr Little Cr Price Cr Cowan Cr Hansen Cr Jennings Cr Latham Cr Thompson

13.3 Worsley Alumina (South 32) Community Liaison Committee

File Reference:	05.053.05301
Date:	10 March 2026
Location:	N/A
Applicant:	N/A
Author:	Executive Assistant
Authorising Officer	Chief Executive Officer
Date:	10 March 2026
Disclosure of Interest:	Nil
Attachments:	Terms of Reference Document
Voting Requirements:	Absolute Majority
Previous Reference:	Item 12.1 Ordinary Council Meeting 30 October 2025

Summary of Report:

To review the membership of the Worsley Alumina Community Liaison Committee who meet quarterly.

Background:

To ensure we are in line with the Terms of Reference of the Worsley Alumina Community Liaison Committee, Council must reduce the number of delegates to one. Currently there are two delegates and a proxy as follows:

- Delegate 1 – Cr Hansen
- Delegate 2 – Cr Jennings
- Proxy – Cr Latham

Council is asked to approve the appointment of one delegate and a proxy.

Consultation:

Shire of Wandering Councillors

Statutory Environment:

Environment Protection and Biodiversity Conservation Act 1999

WA Environmental Protection Act 1986 (state environmental approvals via EPA)

WA Mining Act 1978 (mining tenure and approvals)

Policy Implications:

Nil.

Financial Implications:

Nil.

Strategic Implications:

Provide Strong Leadership

Our Goals	Our Strategies
We plan for the future and are strategically focused	Engage with local, regional, state and federal stakeholders to grow mutually beneficial relationships

Risk Implications:

Risk	Low
It is important that the Shire of Wandering has a suitable representative on this committee.	

Voting Requirements:

Absolute Majority

Officer Recommendation:

That Council approves the appointment of the following Councillors to the Worsley Alumina (South 32) Community Liaison Committee:

- Delegate –
- Proxy -

Moved: _____

Seconded: _____

Carried

For/Against: Cr Little Cr Price Cr Cowan Cr Hansen Cr Jennings Cr Latham Cr Thompson

Mine CLC Terms of Reference

1. Introduction:

Mine CLC Terms of Reference South32 has been built upon four core values; care, trust, togetherness and excellence. Worsley Alumina's desire to establish, foster and maintain a Community Liaison Committee (CLC) is driven at its core by these values.

Due to its geographical distance, two CLCs operate in the communities surrounding the Worsley operation, one for the Boddington Bauxite Mine and one for the Collie Refinery and Bunbury Port.

2. Purpose:

The Mine CLC is the core 'community' representative body for the communities surrounding the mining operation. Members act as a proxy for the broader community of Boddington and surrounding areas.

The CLC's purpose is to act as a two-way discussion and engagement mechanism between Worsley and the community.

To support this purpose Worsley commits to:

- Transparently share information about the operation, key issues and other risks / opportunities of community interest.
- Seek regular feedback on the quality of the relationship between the operation and the community and how the operation is performing in the community.
- Listen, investigate, remedy and close out issues important to the community that are the direct result of the Worsley operation.
- Consult with members in relation to the activities within the Worsley Community Investment Plan.

3. Membership:

Membership to the CLC will be invited by the following stakeholders. These may change over time at the discretion of the CLC and Worsley members.

- Worsley Alumina – At least two representatives, one from Worsley Operations (i.e. Mine Manager) and one from External Affairs (i.e. Manager External Affairs).
- Local Government – One representative from the Shires of Boddington, Williams and Wandering will be invited to sit on the committee.

- Environment – Representatives will be invited from the Department of Biodiversity, Conservation and Attractions (DBCA), Peel Harvey Catchment Council, Friends of the Reserves and others if deemed necessary by the CLC.
- Community Representatives:
 - Business & Industry
 - Local residents (at least two from Boddington area)
 - Traditional Custodians
 - Boddington District High School
 - Specialist interest groups (i.e. community organisations, cause related not-for-profits, youth/older population groups, etc.
- Other – The CLC will have no more than 20 members in total.

4. Terms of Appointment:

- Worsley Alumina – Permanent membership.
- Local Government – Permanent unless otherwise agreed by the CLC.
- Members that have a permanent position on the CLC must maintain a consistent representative to build relationships across the committee.
- Environment & Community Representatives – Individuals will represent the broader community in which they reside. These positions have a two-year term. If expressions of interest are not received at the expiry of these terms, positions can be rolled over for another two years at the discretion of the CLC.
- Chairperson – This position has a two-year term. If expressions of interest are not received at the expiry of the term, position can be rolled over for another two years at the discretion of the CLC.
- Attendance – Non-attendance of a member for three consecutive meetings, without an apology, may see that member removed from the committee and the outcome will be clearly communicated with the member and the CLC.
- New members – New representatives for organisations that have a permanent position on the CLC will be introduced to the CLC at the first meeting they attend. New members must sign onto the Terms of Reference.
- Fixed term new members – New members will be invited at the expiry of each two-year term. New members must submit an EOI describing their desire to be involved. The CLC will review new member EOIs and on acceptance to the CLC they must sign onto the Terms of Reference.
- Induction – new members will be “inducted” onto the CLC providing information / context on Worsley, CLC history / purpose and items as deemed relevant before they attend the first meeting.

5. Structure and Communication:

- Meetings will be held quarterly; additional special meetings can be added if required.
- Meeting days, times and venues to be determined by each CLC.
- All CLC members have the right to be heard at all meetings.

- CLC members are invited to be actively involved in setting agenda items. A call for agenda items will be made at the meeting prior and invited up to one week before the next meeting.
- Occasionally communications will be deemed confidential, in which case members agree to such.
- All other communications are considered public and members are encouraged to share this information within their organisations/broader community.
- Minutes will be made available to CLC members within 14 business days from a Mine CLC meeting, which can be distributed among their organisations if deemed necessary.
- Letters tabled at Mine CLC meetings by members, Worsley will acknowledge the sender within 14 business days.

6. Roles and Responsibilities:

- Worsley commits to the items listed above under “Purpose”.
- CLC members will act as a conduit of information between Worsley and the community.
- The CLC may select a number of KPIs or focus areas the group want to work on together over the course of a two-year term. These focus areas may link to local employment, local procurement, environment or sustainable communities.
- The CLC may decide to set up sub-committees if required.
- CLC members must be approachable by the local public to consider community-wide issues.
- The chairperson will be responsible for the running of CLC meetings including overseeing accurate minute taking and agenda setting.
- Worsley will provide secretarial support to the CLCs including agenda setting and minute taking.

7. Review:

- These Terms of Reference will be reviewed at least every second year. The last review was concluded in February 2026.

8. I agree to these Terms of Reference and to becoming a member of the Worsley Alumina Mine CLC:

FIRST NAME & SURNAME: _____

ORGANISATION: _____

SIGNATURE: _____

DATE: _____

13.4 5 Dunmall Drive, Wandering – Lease with Department of Communities

File Reference:	09.092.09201
Date:	24 February 2026
Location:	5 Dunmall Drive, Wandering
Applicant:	Department of Communities
Author:	Executive Assistant
Authorising Officer	Chief Executive Officer
Disclosure of Interest:	Nil
Attachments:	Letter and Lease Agreement from Department of Communities
Voting Requirements:	Simple Majority
Previous Reference:	Ordinary Council Meeting 16 March 2023 - Item 12.3

Summary of Report:

To extend the current lease agreement with an increase in fees held by the Department of Communities for 5 Dunmall Drive, Wandering until 10 March 2029.

Background:

The Shire has been leasing 5 Dunmall Drive to the Department of Communities (WA Housing Authority) since January 2015. More recently the Department of Communities has sought a three year tenancy agreement renewal – March 2026 to March 2029, along with an increase in rental income.

This property is currently occupied by a teacher who is employed by Wandering Primary School.

The property was purpose built for the GROH program. This Lease was initially taken on for a 10 year lease at a cost price under a CPI lease to alleviate the potential mortgage repayments for this property.

Consultation:

Department of Communities

Statutory Environment:

Local Government Act 1995

Local Government (Administration) Regulations 1996: 10. Revoking or changing decisions (Acts. 5.25(1)(e))

(1) If a decision has been made at a council or a committee meeting then any motion to revoke or change the decision must be supported—

(a) in the case where an attempt to revoke or change the decision had been made within the previous 3 months but had failed, by an absolute majority; or

(b) in any other case, by at least 1/3 of the number of offices (whether vacant or not) of members of the council or committee, inclusive of the mover.

(1a) Notice of a motion to revoke or change a decision referred to in subregulation (1) is to be signed by members of the council or committee numbering at least 1/3 of the number of offices (whether vacant or not) of members of the council or committee, inclusive of the mover.

(2) If a decision is made at a council or committee meeting, any decision to revoke or change the decision must be made by an absolute majority.

(3) This regulation does not apply to the change of a decision unless the effect of the change would be that the decision would be revoked or would become substantially different.

Policy Implications:

Nil

Financial Implications:

This lease provides a regular source of income for the Shire. Rental income for 2025/26 is set at \$640 per week which is at market rent for Wandering. The three-year lease ensures a reliable and stable source of income for the Shire.

Strategic Implications:

Retain and Grow our Population

Our Goals	Our Strategies
Our permanent and transient population grows	We assist with retaining the Wandering Primary School We promote the lifestyle and business opportunities of Wandering We support Early Years and Youth
People feel safe, connected and actively involved in the community	Facilitate and support activities that optimise use of our facilities Assist Community and sporting organisations to remain sustainable and active

Risk Implications:

Risk	Low
There is a very low risk in the Shire accepting the lease renewal for this property.	

Voting Requirements:

Simple Majority

Officer Recommendation:

That Council

- 1. Accepts the Terms and Conditions outlined in the GROH Residential Tenancy Agreement.**
- 2. Authorises the CEO to sign the Offer to Lease, for the property located at 5 Dunmall Drive, Wandering, with the Department of Communities.**

Moved: _____

Seconded: _____

Carried

For/Against: Cr Little Cr Price Cr Cowan Cr Hansen Cr Jennings Cr Latham Cr Thompson



GROH RESIDENTIAL TENANCY AGREEMENT

between the Housing Authority and Lessor(s)

WARNING: By virtue of regulations 5AB(b) and 7F of the Residential Tenancies Regulations 1989, sections 27A and 82 of the Residential Tenancies Act 1987 do not apply to this agreement. As a result, this agreement is not required to be in the form approved by the Commissioner for Consumer Protection pursuant to section 88C of the Residential Tenancies Act 1987. Additionally, Parts A and B of this agreement differ in some respects from the approved form and Part C of this agreement contains additional terms not found in the approved form.

PART A

This agreement is made between:

Lessor(s):

Name: Shire of Wandering
Address: 22 Watt Street, Wandering, WA 6308
Email: lisa.boddy@wandering.wa.gov.au
Telephone: (08) 9884 1056

and

Tenant:

Name: The Housing Authority (acting through the Government Regional Officer Housing (GROH) program)
Address: 5 Newman Court, Fremantle, Western Australia, 6160
Email: wheatbeltGROHleasing.wa.gov.au
Telephone: (08) 6414 3230

Lessor’s property manager:

Name: N/A
Address: N/A
Email: N/A
Telephone: N/A

Giving of notices and information by electronic means

Indicate below for each of the following persons whether the person agrees to notices and information being given by email or facsimile under the *Electronic Transactions Act 2011*.

Lessor(s):	Email: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Facsimile: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Tenant:	Email: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Facsimile: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Lessor’s property manager:	Email: Yes <input type="checkbox"/> No <input type="checkbox"/>	Facsimile: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

Note: If you agree to receive rent remittance notices by email, paper copies of the same will not be issued.

TERM OF AGREEMENT

This residential tenancy agreement is

- Fixed** – starting on 11 March 2026 and ending on 10 March 2029.
- Periodic** – starting on Enter start date.

Note: The start date for the agreement should not be a date prior to the date on which the tenant is entitled to enter into occupation of the premises.

RESIDENTIAL PREMISES

The residential premises are: 5 Dunmall Drive, Wandering WA 6308.

And Select from the dropdown N/A.

Note: Include items such as a parking space or furniture provided, or any exclusions such as sheds.

MAXIMUM NUMBER OF OCCUPANTS

No more than 8 persons may ordinarily live at the premises at any one time.

RENT

The rent is \$ 640.00 per week, payable at least one week in advance starting on 11 March 2026.

The method by which the rent must be paid is – **Direct Deposit** into the following account (or any other account nominated in writing by the lessor):

BSB number: 066000.
Account number: 17360933.
Account name: Shire of Wandering.
Payment reference: Housing Authority

SECURITY BOND

A security bond of \$2560.00 and a pet bond of \$260.00 must be paid by the tenant on signing this agreement.

Note: Unless the rent for the premises exceeds \$1,200 per week, the security bond must not exceed the sum of 4 weeks' rent plus a pet bond not exceeding \$260 (if a pet is permitted to be kept at the premises). The pet bond is to be used to meet costs of fumigation of the premises.

RENT INCREASE

WARNING: This section differs from the section "Rent Increase" in the form approved by the Commissioner for Consumer Protection pursuant to section 88C of the Residential Tenancies Act 1987.

Rent will be reviewed at the times and in the manner set out in clause 70 of Part C. Any rent increase can take effect no sooner than 12 months after the commencement of this tenancy or the date of the last rent increase. At least 60 days' prior notice of the rent increase is required.

WATER SERVICES

Is scheme water connected to the premises? Yes No

Note: If the property is not connected to scheme water, the tenant may have to purchase water at their own expense.

WATER USAGE COSTS (SCHEME WATER)

The tenant is required to pay 100% of water consumption costs.

PERMISSION TO CONTACT THE WATER SERVICES PROVIDER

Does the tenant have the lessor's permission to contact the water services provider for the premises to access accounts for water consumption at the premises and to communicate with the water services provider in relation to concessions available to the tenant or supply faults at the premises? Yes No

ELECTRICITY, GAS AND OTHER UTILITIES

Indicate for the utilities below whether or not the premises are separately metered:

Electricity: Yes No **Gas:** Yes No **Water:** Yes No **Other:** Enter text or enter N/A. Yes No N/A

Where the premises are **separately** metered to measure consumption of a specific utility, the tenant must pay for the connection and consumption costs as per the relevant account for the premises.

Where the premises are **not separately** metered to measure the consumption of a specific utility, the tenant must pay the consumption costs for that utility which will be calculated as follows:

- Electricity** .
- Gas** .
- Water** .
- Other** .

STRATA BY-LAWS

Strata by-laws Select from the dropdown applicable to the residential premises.

A copy of the by-laws is attached: Yes No N/A

SCHEME BY-LAWS FOR A COMMUNITY TITLES SCHEME

Belongs, community titles scheme, scheme by-laws, tier 2 scheme and tier 3 scheme have the meanings given in the *Community Titles Act 2018* section 3(1).

Scheme by-laws for a community titles scheme **Select from the dropdown** applicable to the residential premises.

A copy of the scheme by-laws is attached: Yes No N/A

If scheme by-laws for a community titles scheme are applicable to the residential premises, and the premises is in a tier 2 scheme or a tier 3 scheme, the scheme by-laws to be attached must include the scheme by-laws for a community titles scheme to which that tier 2 scheme or tier 3 scheme belongs.

PETS

The pets listed may be kept at the premises:

All types and breeds (excluding a dangerous dog within the meaning of the Dog Act 1976)	Number: 2
---	-----------

The following conditions apply to the keeping of pets at the premises:

Cleaning, maintenance or fumigation:	All carpets must be professionally cleaned immediately prior to the expiration of this tenancy. Immediately prior to the expiration of this tenancy, the tenant must have the premises fumigated by a professional fumigation service. Immediately prior to the expiration of the tenancy, the tenant must repair any damage to the premises caused by the pet.
Other conditions:	N/A

Note: A tenant must have the consent of the lessor to keep a pet at the premises. A lessor can only refuse consent in certain circumstances. Any conditions on the keeping of a pet must be reasonable. Consent is not required to keep an assistance animal.

RIGHT OF TENANT TO ASSIGN OR SUB-LET

The tenant may assign the tenant's interest under this agreement or sub-let the premises.

RIGHT OF TENANT TO MAKE MODIFICATIONS

The tenant may make:

- furniture safety modifications to prevent injury to a child or person with a disability;
- modifications to prevent entry in circumstances of family violence;
- modifications to support a person with a disability; or
- minor modifications

in accordance with Part B, clauses 33 and 34 (below).

Other modifications (See Part B, clause 35):

The tenant may make the following modifications to the premises without the lessor's consent [please specify]:
N/A

The tenant may make other modifications to the premises with the consent of the lessor.

PROPERTY CONDITION REPORTS

A property condition report detailing the condition of the premises must be completed by or on behalf of the lessor and 2 copies provided to the tenant within 7 days of the tenant moving into the premises.

If the tenant disagrees with any information contained in the property condition report, the tenant must note his or her disagreement on a copy of the property condition report and return this to the lessor or property manager within 7 days of receipt of the property condition report from the lessor. If the tenant does not give a copy of the property condition report back to the lessor, the tenant is taken to accept the property condition report as a true and accurate description of the condition of the premises.

A final property condition report must be completed by or on behalf of the lessor and provided to the tenant as soon as practicable but in any event within 14 days of the termination of the tenancy. The tenant must be given a reasonable opportunity to be present at the final inspection.

PART B

TERMS APPLICABLE TO THIS TENANCY AGREEMENT

WARNING: By virtue of regulations 5AB(b) and 7F of the Residential Tenancies Regulations 1989, sections 27A and 82 of the Residential Tenancies Act 1987 do not apply to this agreement. As a result, this agreement is not required to be in the form approved by the Commissioner for Consumer Protection pursuant to section 88C of the Residential Tenancies Act 1987. This Part B of this agreement differs in some respects from the approved form.

The *Residential Tenancies Act 1987* and the *Residential Tenancies Regulations 1989* apply to this agreement (to the extent the tenant has not contracted out of those provisions by virtue of clause 43 below). Both the lessor and the tenant must comply with these laws (to the extent applicable). Some of the rights and obligations in that legislation are outlined below.

RIGHT TO OCCUPY THE PREMISES

- 1 The tenant has the right to exclusive occupation and quiet enjoyment of the residential premises during the tenancy. The residential premises include the additional items but do not include the exclusions noted under "RESIDENTIAL PREMISES" in Part A.

COPY OF AGREEMENT

- 2 The lessor or the property manager must give the tenant:
 - 2.1 a copy of this agreement when this agreement is signed by the tenant; and
 - 2.2 a copy of this agreement signed by both the lessor or the property manager and the tenant within 14 days after it has been signed and delivered by the tenant.

RENT

- 3 The tenant must pay rent on time, or the lessor may issue a notice of termination and, if the rent is still not paid in full, the lessor may take action through the court to evict the tenant.
- 4 The tenant must not withhold rent because the tenant is of the view that the lessor is in breach of the agreement.
- 5 The lessor or property manager must not:
 - 5.1 require the tenant to pay more than 2 weeks rent in advance; or
 - 5.2 require the tenant to pay rent by post-dated cheque; or
 - 5.3 use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent or
 - 5.4 require the tenant to pay any monetary amount other than rent, security bond and pet bond.
- 6 The lessor or property manager must give a rent receipt to the tenant within 3 days of the rent being paid unless the rent is paid into an authorised bank or credit union account nominated by the lessor.
- 7 A tenancy agreement cannot contain a provision for a penalty, damages or extra payment if the tenant fails to keep to the agreement or breaches any law. If an agreement allows a reduced rent or a rebate, refund or other benefit if the tenant does not breach the agreement, the tenant is entitled to the reduction, rebate, refund or other benefit in any event.
- 8 **Warning:** It is an offence for a tenant to fail or refuse to pay any rent due under a residential tenancy agreement with the intention that the amount of such rent be recovered by the lessor from the tenant's security bond.

PAYMENT OF COUNCIL RATES, LAND TAX, WATER AND OTHER CHARGES

- 9 The lessor must pay all rates, taxes or charges imposed in respect of the premises under the *Local Government Act 1995*, the *Land Tax Act 2002* or any written law under which a rate, tax or charge is imposed for water supply or sewerage services under the *Water Agencies (Powers) Act 1984* (other than a charge for water consumed).
- 10 The lessor is responsible for any of the following contributions in respect of the premises:
 - 10.1 contributions (as defined in the *Strata Titles Act 1985* section 3(1)) imposed on the owner of the premises under the *Strata Titles Act 1985* section 100;
 - 10.2 contributions (as defined in the *Community Titles Act 2018* section 3(1)) determined by a community corporation as the amount it requires from the owner of the premises (as a member of the community corporation) under the *Community Titles Act 2018* section 88.

PUBLIC UTILITY SERVICES

- 11 Public utility services have the meaning given in the *Land Administration Act 1997* and refers to services such as gas, electricity and water.
- 12 If the premises are not separately metered to measure the tenant's consumption of a public utility service at the premises and the tenant is expected to pay for his or her consumption of the public utility service, the lessor and the tenant must agree in writing an alternative method of calculating the charge to be paid by the tenant for the consumption of that public utility service.

- 13 The tenant must not be required to pay a charge in relation to a public utility service provided to the premises unless the charge is calculated by reference to the tenant's actual consumption of the public utility service at the premises and the tenant is given written notice of the charge.
- 14 If the premises are separately metered, the notice of the charge must specify:
- 14.1 the relevant meter reading or readings; and
 - 14.2 the charge per metered unit; and
 - 14.3 the amount of GST payable in respect of the provision of the public utility service to the residential premises.
- 15 If the premises are not separately metered, the notice of the charge must specify:
- 15.1 The calculations as per the agreed method; and
 - 15.2 The amount of GST payable in respect of the provision of the public utility service to the residential premises.

POSSESSION OF THE PREMISES

- 16 The lessor must:
- 16.1 give the tenant vacant possession of the premises on the day on which the tenant is entitled to enter into occupation of the premises under the agreement; and
 - 16.2 take all reasonable steps to ensure that, at the time of signing this agreement, there is no legal reason why the tenant cannot occupy the premises as a residence for the term of this agreement.

TENANT'S RIGHT TO QUIET ENJOYMENT

- 17 The tenant is entitled to quiet enjoyment of the premises without interruption by the lessor or any person claiming by, through or under the lessor or having superior title to that of the lessor.
- 18 The lessor or the property manager will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in the use of the premises. The lessor or the property manager must also take all reasonable steps to ensure that the lessor's other neighbouring tenants do not interfere with the reasonable peace, comfort or privacy of the tenant in the use of the premises.

USE OF THE PREMISES BY TENANT

- 19 The tenant must:
- 19.1 use the premises as a place of residence; and
 - 19.2 not use or allow the premises to be used for any illegal purpose and
 - 19.3 not cause or permit a nuisance; and
 - 19.4 not intentionally or negligently cause or permit damage to the residential premises; and
 - 19.5 advise the lessor or property manager as soon as practicable if any damage occurs; and
 - 19.6 keep the premises in a reasonable state of cleanliness; and
 - 19.7 not cause or allow to be caused injury to the lessor, property manager or any person lawfully on adjacent premises; and
 - 19.8 not allow anyone who is lawfully at the premises to breach the terms of this agreement.
- 20 The tenant is responsible for the conduct or omission of any person lawfully on the premises that results in a breach of the agreement.

LESSOR'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

- 21 In this clause, **premises** includes fixtures and chattels provided with the premises but does not include:
- 21.1 any fixture or chattel disclosed by the lessor to the tenant as not functioning before the agreement was entered into;
 - 21.2 any other fixture or chattel that the tenant could not reasonably have expected to be functioning at the time the agreement was entered into.
- 21A The lessor must:
- 21A.1 provide vacant possession of the premises and in a reasonable state of cleanliness and repair; and
 - 21A.2 maintain and repair the premises in a timely manner; and
 - 21A.3 comply with all laws affecting the premises including building, health and safety laws.

URGENT REPAIRS

- 22 **Urgent repairs** are defined by the *Residential Tenancies Act 1987* and fall into 2 categories: repairs that are necessary for the supply or restoration of an essential service and other urgent repairs.
- 23 Essential services are listed in the *Residential Tenancies Regulations 1989* as electricity, gas, a functioning refrigerator (if one is provided with the premises), waste water management treatment and water (including the supply of hot water). Arrangements for repairs that are necessary to supply or restore an essential service must be made with a suitable repairer within 24 hours. Other urgent repairs are those that are not an essential service, but may nevertheless cause damage to the premises, injure a person or cause undue hardship or inconvenience to the tenant. Arrangements for these repairs must be made within 48 hours.
- 24 In every tenancy, if the need for urgent repair arises other than as a result of a breach of the agreement by the tenant:
- 24.1 the tenant is to notify the lessor or the property manager of the need for urgent repairs as soon as practicable, and

- 24.2 the lessor is to ensure that the repairs are carried out by a suitable repairer as soon as practicable after that notification; and
- 24.3 if, within 24 hours (in the case of repairs for the supply or restoration of essential services) or 48 hours (in the case of other urgent repairs), the lessor or property manager cannot be contacted, or, having notified the lessor or property manager of the need for the repairs, the lessor fails to ensure that the repairs will be carried out by a suitable repairer as soon as practicable after that notification, the tenant may arrange for the repairs to be carried out by a suitable repairer to the minimum extent necessary to effect those repairs; and
- 24.4 if a tenant arranges for repairs to be carried out under clause 24.3, the lessor must, as soon as practicable after the repairs are carried out, reimburse the tenant for any reasonable expense incurred by the tenant in arranging for those repairs to be carried out and paying for those repairs.

LESSOR'S ACCESS TO THE PREMISES

- 25 The lessor, property manager or person acting on behalf of the lessor, can only enter the premises in the following circumstances:
 - 25.1 in any case of emergency;
 - 25.2 to conduct up to 4 routine inspections in a 12 month period after giving the tenant at least 7 days, but not more than 14 days' written notice;
 - 25.3 where the agreement allows the rent to be collected at the premises where rent is payable not more frequently than once every week;
 - 25.4 to inspect and secure the premises if there are reasonable grounds to believe that the premises have been abandoned and the tenant has not responded to a notice from the lessor;
 - 25.5 carrying out or inspecting necessary repairs to or maintenance of the premises, at any reasonable time, after giving the tenant not less than 72 hours' notice in writing before the proposed entry;
 - 25.6 showing the premises to prospective tenants, at any reasonable time and on a reasonable number of occasions during the period of 21 days preceding the termination of the agreement, after giving the tenant reasonable notice in writing;
 - 25.7 showing the premises to prospective purchasers, at any reasonable time and on a reasonable number of occasions, after giving the tenant reasonable notice in writing;
 - 25.8 if the tenant agrees at, or immediately before, the time of entry;
 - 25.9 in accordance with the *Residential Tenancies Act 1987* section 46(6A) and (6B).
- 26 There are directions within the *Residential Tenancies Act 1987* which guide tenants, lessors and property managers on appropriate behaviour in relation to gaining or granting access to the premises. The following summary may assist.

REASONABLE TIME

- 27 **Reasonable time** means:
 - 27.1 between 8.00 am and 6.00 pm on a weekday; or
 - 27.2 between 9.00 am and 5.00 pm on a Saturday; or
 - 27.3 at any other time agreed between the lessor and each tenant.

REQUIREMENT TO NEGOTIATE A DAY AND TIME FOR A PROPOSED ENTRY BY THE LESSOR

- 28 If it would unduly inconvenience the tenant for the lessor or property manager to enter the premises as specified in a notice of an intention to enter premises on a particular day, the lessor or property manager must make a reasonable attempt to negotiate a day and time that does not unduly inconvenience the tenant

REQUIREMENT TO GIVE TENANT NOTICE OF PROPOSED ENTRY

- 29 Where the lessor or property manager gives a tenant notice of an intention to enter premises on a particular day, the notice must specify the day and whether it will be before or after 12.00 pm.

TENANT ENTITLED TO BE PRESENT

- 30 The tenant is entitled to be on the premises during the entry by the lessor, the property manager or any other person acting on behalf of the lessor.

ENTRY MUST BE REASONABLE AND NO LONGER THAN NECESSARY

- 31 The lessor or property manager exercising a right of entry:
 - 31.1 must do so in a reasonable manner; and
 - 31.2 must not, without the tenant's consent, stay or permit others to stay on the premises longer than is necessary to achieve the purpose of the entry.

LESSOR'S OBLIGATION TO COMPENSATE TENANT IF DAMAGE TO TENANT'S GOODS

- 32 If the lessor or property manager (or any person accompanying the lessor or property manager) causes damage to the tenant's goods when exercising a right of entry, the lessor is obliged to compensate the tenant.

MODIFICATIONS TO THE PREMISES

- 33 The tenant is permitted to make modifications or changes to the premises as follows:
- 33.1 Security modifications to prevent family violence – The tenant may make prescribed modifications necessary to prevent a person from entering premises in circumstances of family violence, including, installing security alarms and cameras; locks, screens and shutters on windows; security screens on doors; exterior lights; locks on gates; and pruning of shrubs and trees to improve visibility. The tenant must give the lessor written notice of their intention to make one or more of these prescribed modifications but does not need the lessor's consent. Work must be carried out by a suitable tradesperson. The tenant must provide a copy of the invoice for the work to the lessor within 14 days of the work being carried out.
 - 33.2 Furniture safety modifications – The tenant may, with the lessor's consent, attach furniture to a wall for the purpose of ensuring the safety of a child or person with a disability. The tenant must ask the lessor for consent to attach the furniture and the lessor must respond within 14 days. The lessor may only refuse consent in limited circumstances, including where the modification would disturb asbestos, the property is heritage listed or scheme by-laws do not permit the furniture to be secured. If the lessor does not respond within 14 days, consent is automatically granted.
 - 33.3 Minor modifications – The tenant may, with the lessor's consent, make a minor modification to the premises. The tenant must ask the lessor for consent to make a minor modification and the lessor must respond within 14 days. The lessor can only refuse consent in limited circumstances, including where the modification would disturb asbestos, the property is heritage listed or where a written law or scheme by-law prevents the modification. If the lessor wants to refuse for another reason, they must get the approval of the Commissioner for Consumer Protection. If the lessor does not respond within 14 days, consent is automatically granted.
Note: A list of minor modifications is set out in the regulations and is available on the Consumer Protection website.
- 34 The lessor cannot refuse consent to a modification needed to allow a person with a disability to access or use the premises if refusal would be unlawful under the *Equal Opportunity Act 1984* (WA) or the *Disability Discrimination Act 1992* (Cth).
- 35 For modifications not dealt with in clause 33 and 34 ("other modifications"):
- 35.1 If Part A lists other modifications that the tenant is allowed to make, the tenant may make those modifications after giving the lessor notice of the tenant's intention to make the modifications.
 - 35.2 If Part A allows the tenant to make other modifications with the lessor's consent, the tenant may ask the lessor for consent to make the modification and the lessor must respond within 28 days. The lessor must not unreasonably refuse consent and may impose reasonable conditions on the consent. If the lessor does not respond within 28 days, consent is automatically granted.
- 36 Tenant responsibilities in relation to modifications:
- 36.1 The tenant is responsible for the costs of making a modification and for maintenance of the modification.
 - 36.2 Modifications must be made taking into account the age and character of the property and in some cases must be carried out by a qualified tradesperson.
 - 36.3 At the end of the tenancy, the tenant must remove the modification and restore the premises, unless otherwise agreed with the lessor.
- 37 Lessor modifications – If the lessor wants to make a modification to the premises, the lessor must ask the tenant for consent and the tenant must respond within 28 days. The tenant cannot unreasonably refuse consent and may impose conditions, including a condition about when the lessor can enter the premises to carry out work. If the tenant does not respond within 28 days, consent is automatically granted.
Note: Further information about modifications, forms, timeframes and the Commissioner application process is available on the Consumer Protection website at www.demirs.wa.gov.au/renting

LOCKS AND SECURITY DEVICES

- 38 The prescribed means of securing the premises are specified in the *Residential Tenancies Regulations 1989*. In every tenancy:
- 38.1 the lessor must provide and maintain such means to ensure the premises are reasonably secure as prescribed in the regulations; and
 - 38.2 any lock or security device at the premises must not be altered, removed or added by a lessor or tenant without the consent of the other or except in accordance with clause 38.4; and
 - 38.3 the lessor or the tenant must not unreasonably withhold the consent referred to in clause 38.2; and
 - 38.4 a tenant may alter or add any lock or other means of securing the residential premises in accordance the *Residential Tenancies Act 1987* section 45(2)(a), and the tenant and lessor must comply with section 45(2)(b) and (c) in relation to copies of keys to altered or added locks or other means of securing the residential premises.

PETS

- 39 The tenant may keep a pet at the premises with the consent of the lessor. The tenant must ask the lessor for consent to keep the pet and the lessor must respond within 14 days. The lessor can only refuse consent in limited circumstances, including where a written law, local law or scheme by-law does not permit the pet. If the lessor wants to refuse for another reason, they must get the approval of the Commissioner for Consumer Protection. The lessor may impose reasonable conditions on consent to keep a pet, some conditions require the approval of the Commissioner for Consumer Protection. If the lessor does not respond within 14 days or apply to the Commissioner for Consumer Protection (if required) the lessor is taken to have approved the request for the pet.
- 40 The tenant is responsible for any nuisance or damage caused by the pet.
- 41 A tenant may keep an assistance animal at the premises without the consent of the lessor.
- Note:** Further information about pets, relevant forms, timeframes and the Commissioner application process is available on the Consumer Protection website at www.demirs.wa.gov.au/renting

TRANSFER OF TENANCY OR SUB-LETTING BY TENANT

WARNING: This section differs from clause 42 of Part B of the form approved by the Commissioner for Consumer Protection pursuant to section 88C of the Residential Tenancies Act 1987.

- 42 The tenant may assign his or her interest and/or sub-let the premises without being required to obtain the lessor's consent.

CONTRACTING OUT

WARNING: This section differs from clause 43 of Part B of the form approved by the Commissioner for Consumer Protection pursuant to section 88C of the Residential Tenancies Act 1987. S.82 of the Residential Tenancies Act 1987 provides that any agreement or arrangement that is inconsistent with a provision of the Residential Tenancies Act 1987 or purports to exclude, modify or restrict the operation of the Residential Tenancies Act 1987 is, to that extent void and of no effect. However, Regulation 7F of the Residential Tenancies Regulations 1989 provides that s.82 of the Residential Tenancies Act 1987 does not apply to a residential tenancy agreement to which the Housing Authority is a party, where the agreement provides that the tenant may sublet the premises and where the agreement is entered into by the Housing Authority on the basis that the premises will be sub-let. This agreement is an agreement of the type referred to in Regulation 7F and, accordingly, s.82 of the Residential Tenancies Act 1987 does not apply to this agreement

- 43 The tenant, pursuant to Regulation 7F of the *Residential Tenancies Regulations 1989*, expressly contracts out of each and every provision of the *Residential Tenancies Act 1987* that is inconsistent with an express or implied provision of this agreement and the parties hereby agree that all such provisions (to the extent of such inconsistency) are hereby excluded from this agreement.

ENDING THE RESIDENTIAL TENANCY AGREEMENT

- 44 This residential tenancy agreement can only be terminated in certain circumstances.
- 45 The tenant agrees, when this agreement ends, to give vacant possession of the premises to the lessor. Before giving vacant possession to the lessor the tenant must:
- 45.1 remove all the tenant's goods from the residential premises; and
 - 45.2 leave the residential premises as closely as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy; and
 - 45.3 return to the lessor all keys, and other opening devices or similar devices, provided by the lessor.
- 46 The tenant may be liable for losses incurred by the lessor if the above requirements are not met.

ENDING A FIXED-TERM AGREEMENT

- 47 If this agreement is a fixed-term agreement it may be ended:
- 47.1 by agreement in writing between the lessor and the tenant; or
 - 47.2 if either the lessor or tenant does not want to renew the agreement, by giving written notice of termination. The notice must be given to the other party at least 30 days prior to the date on which vacant possession of the premises is to be delivered to the lessor. The notice may be given at any time up until the end of the fixed term but cannot take effect until the term ends.

ENDING A PERIODIC AGREEMENT

- 48 If this agreement is a periodic agreement, it may be ended:
- 48.1 by agreement in writing between the lessor and the tenant; or
 - 48.2 by either the lessor or the tenant by giving written notice of termination to the other party. The notice may be given at any time. The lessor must give at least 60 days' notice and the tenant must give at least 21 days' notice.

ENDING A TENANT'S INTEREST IN A RESIDENTIAL TENANCY AGREEMENT BECAUSE OF FAMILY VIOLENCE.

- 49 A tenant's interest in a residential tenancy agreement may be ended:
- 49.1 by the tenant under the *Residential Tenancies Act 1987* section 60(1)(ba) if the tenant or dependant of the tenant is, during the tenancy period, likely to be subjected or exposed to family violence; or
 - 49.2 by the tenant under the *Residential Tenancies Act 1987* section 60(1)(bb) if the tenant receives a copy of a notice of a termination referred to in paragraph 49.1 from another tenant; or
 - 49.3 by a court under the *Residential Tenancies Act 1987* section 60(1)(bc) if a family violence order is in force against the tenant to protect another tenant or if the court is satisfied that the tenant has committed family violence against another tenant or their dependant during the tenancy period.

OTHER GROUNDS FOR ENDING AGREEMENT

WARNING: This section differs from clause 50 of Part B of the form approved by the Commissioner for Consumer Protection pursuant to section 88C of the Residential Tenancies Act 1987.

- 50 The *Residential Tenancies Act 1987* also authorises the lessor and tenant to end this agreement on other grounds. The grounds for the lessor include breach of this agreement by the tenant, where the agreement is frustrated (eg where the premises are destroyed or become uninhabitable) and hardship.–The grounds for the tenant include breach of this agreement by the lessor, where the agreement is frustrated (eg where the premises are destroyed or become uninhabitable) and hardship.
- 51 For more information, refer to the *Residential Tenancies Act 1987* or contact the Department of Energy, Mines, Industry Regulation and Safety on 1300 304 054 or visit www.demirs.wa.gov.au/renting.
- 52 Warning: It is an offence for any person to obtain possession of the residential premises without an order of the Magistrates Court if the tenant does not willingly move out (a termination notice issued by the lessor or property manager is not a court order). The court may order fines and compensation to be paid for such an offence.
- 53 Warning: It is an offence for a tenant to fail to provide the lessor with a forwarding address when vacating the premises.

SECURITY BOND

- 54 The security bond is held by the Bond Administrator.
- 55 The lessor agrees that if the lessor or the property manager applies to the Bond Administrator for all or part of the security bond to be released to the lessor, the lessor or property manager will provide the tenant with evidence to support the amount that the lessor is claiming.
- 56 The Bond Administrator can only release the security bond when it receives either:
- 56.1 a Joint Application for Disposal of Security Bond form signed by all the parties to the tenancy agreement; or
 - 56.2 an order of the court.
- 57 If the parties cannot agree on how the security bond is to be dispersed, either party can apply to the Magistrates Court to have the dispute decided.
- 58 **Warning:** It is an offence for a lessor or a property manager to require a tenant to sign a Joint Application for Disposal of Security Bond form unless the residential tenancy agreement has terminated, the rent to be paid under the tenancy agreement is decreased or a pet is no longer kept at the premises, and the amount of the security bond to be paid to the tenant or lessor is stipulated on the form.

TENANCY DATABASES

- 59 A lessor or property manager can only list a person on a residential tenancy database if:
- 59.1 the person is a named tenant on the residential tenancy agreement; and
 - 59.2 the residential tenancy agreement has been terminated; and
 - 59.3 the person owes the lessor a debt that is greater than the security bond or a court has made an order terminating the tenancy agreement.

NOTICES

- 60 A notice under this agreement must be given:
- 60.1 in the prescribed form; or
 - 60.2 if there is no prescribed form but there is an approved form — in the approved form; or
 - 60.3 if there is no prescribed form or approved form — in writing.
- 61 A notice from the tenant to the lessor may be given to the property manager or the lessor's agent.
- 62 A notice under this agreement may be given to a person:
- 62.1 by giving it to the person directly; or
 - 62.2 if an address for service for the person is given in the agreement — by posting it to the address for service; or
 - 62.3 if the person has agreed under Part A to the electronic service of notices — by sending the notice to the email address or facsimile number given in Part A.

- 63 A person may withdraw his or her consent to a notice being given to the person by email or facsimile by giving a notice to that effect to each other party to the agreement.

ADVICE, COMPLAINTS AND DISPUTES

DEPARTMENT OF ENERGY, MINES, INDUSTRY REGULATION AND SAFETY

- 64 The *Residential Tenancies Act 1987* allows the Commissioner for Consumer Protection to give advice to parties to a residential tenancy agreement, to look into complaints and, wherever possible, help to settle them. The Department of Energy, Mines, Industry Regulation and Safety may be contacted by telephone on 1300 304 054 or by visiting one of the Department's offices.
- 65 The tenant should generally approach the lessor or property manager to solve any problem before approaching the Department of Energy, Mines, Industry Regulation and Safety. The Department's role is one of mediation and conciliation. Except for disputes about the keeping of pets and making minor modifications the Commissioner cannot issue orders or make determinations in respect of disputes.

IF A DISPUTE CANNOT BE RESOLVED

- 66 For most disputes about keeping a pet or making a minor modification, the Commissioner may make a decision to resolve the dispute.
Note: Information about the Commissioner's dispute resolution process is available on the Consumer Protection website at www.demirs.wa.gov.au/renting.
- 67 For other matters, if a dispute arises between the lessor and the tenant and the dispute cannot be resolved, either party may apply to the Magistrates Court to have the dispute decided by the court. The court can make a range of orders, including:
- 67.1 restraining any action in breach of the agreement; and
 - 67.2 requiring a party to the agreement to perform a certain action under the agreement; and
 - 67.3 order the payment of any amount owing under the agreement; and
 - 67.4 order the payment of compensation for loss or injury.

PART C

IMPORTANT INFORMATION

Additional terms may be included in this agreement if:

- (a) both the lessor and tenant agree to the terms; and
- (b) they do not conflict with the *Residential Tenancies Act 1987*, *Residential Tenancies Regulations 1989*, or any other law (subject in all respects to clause 43); and
- (c) they do not breach the provisions about unfair contract terms in the Fair-Trading Act 2010; and
- (d) they do not conflict with the standard terms of this agreement in Part A.

Additional terms are not required by the *Residential Tenancies Act 1987*; however, once the parties sign this agreement, the additional terms are binding upon the parties unless the term is found to be unlawful.

Some of these terms may differ to the provisions of the Residential Tenancies Act 1987 and Residential Tenancies Regulations 1989 because regulation of 7F of the Residential Tenancies Regulations 1989 permits the tenant to contract out of the provisions of the Residential Tenancies Act 1987.

ADDITIONAL TERMS

68 DEFINITIONS

In Part C of this agreement:

- (a) **“Act”** means the *Residential Tenancies Act 1987*;
- (b) **“Fair Market Rent”** means the market rent currently being paid for a commensurate property in a similar location to the residential premises determined as follows:
 - (i) having regard to the current rents of comparable premises in the vicinity of the residential premises;
 - (ii) having regard to the terms of this agreement;
 - (iii) assuming the lessor is a willing but not anxious landlord, and the tenant is a willing but not anxious tenant and that the tenant is being offered the residential premises with vacant possession;
 - (iv) taking no account of any value attaching to goodwill created by the tenant’s occupation of the residential premises; and
 - (v) having regard to all other relevant valuation principles.
- (c) **“GEH Act”** means the *Government Employees’ Housing Act 1964*;
- (d) **“Rent Review Dates”** means the dates specified in item 1 of the Schedule to this Part C.
- (e) **“Valuer”** means a registered valuer who is a full member of the Western Australian Division of the Australian Institute of Valuers and Land Economists (Inc.) and who is qualified as a valuer of premises similar to the residential premises.

69 USE OF PREMISES

- (a) The lessor acknowledges and agrees that the tenant will be using the residential premises for the provision of rental accommodation under the GEH Act.
- (b) Further to Part A **“TRANSFER OF TENANCY OR SUB-LETTING BY TENANT”** the tenant may sub-let the residential premises and the tenant enters into this agreement on the basis that it will be subletting the residential premises. The lessor acknowledges and agrees that the tenant does not need to obtain the lessor’s consent to any sub-letting or assignment.
- (c) The lessor must not at any time initiate any contact whatsoever with any person to whom the tenant sublets the residential premises (or any part or parts thereof) unless such contact is necessary for the lessor to undertake his, her or their obligations under this agreement including, without limitation, carrying out repairs pursuant to clause 24 in Part B and undertaking routine property inspections.

70 REVIEW OF RENT

Note: The comments contained in this box are intended to assist the parties to understand clause 70. The comments do not form an operative part of this agreement.

Clause 70(a) – (m) sets out the process for the review of market rent. It provides (among other things) that prior to the review date either party can propose a new rent which the other party can either accept or dispute. If the parties cannot agree, a valuer will determine the new rent.

Unless clause 70(k) applies, the new rent is payable from the review date. However if the parties have not determined the new rent by the review date the current rent will be continue to be paid until the new rent is determined. Once the new rent is determined there will be an adjustment for any difference between the rent which was paid from the review date and the new rent which should have been paid from the review date (such that any overpayment is repaid, and any underpayment is paid). The new rent will continue to apply and be payable thereafter.

- (a) On each Rent Review Date, the rent, which is payable under this agreement shall, subject to clauses 70(b), (g), (j) and (k) be reviewed with effect from that Rent Review Date to the next Rent Review Date by agreement between the lessor and the tenant or, failing agreement, the rent is to be the Fair Market Rent of the residential premises to be determined in the manner set out in clauses 70(b) to 70(k) inclusive.
- (b) Not more than 60 days prior to each Rent Review Date either the lessor or the tenant (“the Initiating Party”) may give to the other (“the Recipient Party”) a notice in writing (“the Proposed Rent Notice”) stating the rent the Initiating Party proposes should be payable from that Rent Review Date (“the Proposed Rent”). If neither the lessor nor the tenant serves on the other a Proposed rent Notice on a date which is prior to the Rent Review Date, then neither the lessor nor the tenant shall have the right to give a Proposed rent Notice and this clause 70 shall cease to apply in respect of that Rent Review Date and the rent from that Rent Review Date until the next Rent Review Date will be the same as the rent for the 12 months prior to that Rent Review Date.
- (c) If the Recipient Party disagrees with the Proposed Rent, the Recipient party is entitled to give the Initiating Party a notice in writing objecting to it (a “Dispute Notice”) within 30 days after the date the Initiating Party gives the Proposed Rent Notice.
- (d) If the Recipient Party does not give the Initiating Party a Dispute Notice within the time period specified in clause 70(c) (time being of the essence) the Recipient Party is to be taken to have agreed to the Proposed Rent.
- (e) If the Recipient party gives the Initiating Party a Dispute Notice within the time specified in clause 70(c) and the parties cannot successfully negotiate and agree the rent which is to be payable from the Market Rent Review Date, then the Fair Market Rent of the residential premises is to be determined by a Valuer (acting as an expert and not as an arbitrator) jointly appointed by the lessor and the tenant or, failing agreement, in the manner specified in clause 70(f).
- (f) If the lessor and the tenant do not agree on the Valuer to be appointed under clause 70(e) above within 14 days after the Dispute Notice is given, the Fair Market Rent of the residential premises is to be determined by a Valuer (acting as an expert and not an arbitrator) appointed by the President of the Australian Property Institute (Inc) at the request of either the lessor or the tenant.
- (g) If no Valuer has been appointed by agreement or under clause 70(f) within 60 days after the Rent Review Date, this clause 70 shall cease to apply in respect of that Rent Review Date and the rent from that Rent Review Date until the next Rent Review Date will be the same as the rent for the 12 months prior to that Rent Review Date.
- (h) Any determination of the Fair Market Rent of the residential premises by a Valuer is conclusive and binds the lessor and the tenant.
- (i) The lessor and the tenant shall each be liable for the payment of one half of the charges of any Valuer appointed under this clause and if either the lessor or tenant pay the full cost of such valuation, they will be immediately entitled to recover half of the charges of the Valuer from the non-contributing party as a debt owed.
- (j) Until the annual rent from a Rent Review Date is agreed or determined under this clause (“the New Rent”), the tenant shall pay to the lessor a rental equivalent to the rent payable immediately prior to the Rent Review Date. Subject to clause 70(k), the New Rent shall apply from, and including, the Rent Review Date.
- (k) If the New Rent is:
 - (i) more than the rent payable immediately prior to the Rent Review Date then any further sum required to be paid by the tenant shall be paid in full to the lessor immediately that sum is known; or
 - (ii) less than the rent payable immediately prior to the Rent Review Date then any sum required to be paid by the lessor shall be paid in full to the tenant immediately that sum is known.
- (l) For the avoidance of any doubt, the amount referred to in clause 70(k) above is a debt owed and can be recovered immediately.
- (m) In this clause 70, if a day on or by which an obligation must be performed falls on a Saturday or Sunday or public holiday in Western Australia, then the parties agree that the day by which that obligation must be performed will be the first business day immediately following that particular Saturday, Sunday or public holiday.

71 PUBLIC UTILITY SERVICES

- (a) Notwithstanding anything to the contrary in Part A, “Electricity, Gas and other Utilities” or clauses 11 to 15 of Part B of this agreement the lessor covenants and agrees that he, she or they will be solely responsible for the payment of all rentals, hire, service and/or maintenance fees and charges associated with the supply of gas to the Premises.
- (b) In consideration of the tenant paying the consumption charges for gas consumed on the Premises the tenant may, by notice(s) in writing given to the lessor at any time or times, direct the lessor to utilise an LPG gas retailer nominated by the tenant to supply gas bottles and/or gas to the Premises, and the Lessor must comply with each direction given under this clause.
 - (i) Within one (1) calendar month of receipt of that direction; and
 - (ii) Until the expiration of this agreement or until a new direction is given by the tenant, whichever occurs first.
- (c) For the avoidance of doubt, nothing in clause 71(b) limits the lessor’s obligations under clause 71(a) or exposes the tenant to any liability to any nominated LPG gas retailer(s), or to the lessor in connection with any liability the lessor may have to any nominated LPG gas retailer(s).
- (d) Without limiting clause 71(e) if the lessor receives any accounts for public utility services consumed at the residential premises which are payable by the tenant pursuant to this agreement (“Accounts”), it must provide

them to the tenant on a timely basis. Notwithstanding anything to the contrary in Part A, "Electricity, Gas and other Utilities" or clauses 11 to 15 of Part B, if the lessor fails to provide to the tenant any Account within 30 days of the date of that Account, the tenant shall not be liable to pay for the public utility service consumption charges in that Account.

- (e) Subject to clause 71(j), the lessor authorises the tenant to arrange (if it so desires) and without being under any obligation to do so) with the appropriate public utility service providers to directly receive all Accounts.
- (f) The lessor covenants and agrees that he, she or they will be solely responsible for the payment of any water or excess water charges associated with or arising out of any water consumed, used or supplied on or at the residential premises as a consequence of any lavatory, toilet, sink, drain, main, reticulation or any other plumbing facility leaking or otherwise being damaged or faulty. The tenant, acting responsibly, shall determine (and its determination shall be binding on the lessor) the proportion of any charges in an account for water usage attributable to such leak, damage or fault, where appropriate, based upon a comparison by the tenant of the quantity of water previously consumed at the residential premises during the term of this agreement where no such leak, fault or damage existed ("the Determined Amount"). The tenant shall not be required to pay to the relevant public utility service provider directly or to reimburse to the lessor the Determined Amount. However, if the tenant does pay the Determined Amount directly to the relevant public utility service provider, the lessor must reimburse to the tenant the Determined Amount on demand. If the tenant has received from the relevant public utility service provider directly an account for water usage which includes a Determined Amount, the tenant shall provide a copy of such account to the lessor.
- (g) Notwithstanding clause 71(f) above, the lessor will not be required to pay to the public utility service provider or reimburse to the tenant the Determined Amount if the damage or fault which has caused the lavatory, toilet, sink, drain, main, reticulation or any other plumbing facility to leak is directly attributable to the negligence of the tenant or the negligence of any person to whom the tenant sublets the residential premises (or any part or parts thereof).
- (h) The lessor acknowledges and agrees that the tenant is not responsible, and accepts no liability whatsoever, for any water infringement notices which are issued by the relevant public utility service provider in relation to the premises.
- (i) Without limiting clause 71(h) above, the tenant agrees to:
 - (i) require its sub-tenant to comply with water restrictions prescribed or imposed by Water Corporation (or such other authority) from time to time; and
 - (ii) promptly pass onto its sub-tenant any water infringement notices which are provided to it by the lessor, **BUT** the tenant does not guarantee, nor will it be liable under any circumstances for, the payment of those infringement notices by its sub-tenants.
- (j) If the residential premises contain solar panels and the lessor receives payments and/or benefits from the Government, the national grid and/or any energy suppliers in relation to those solar panels:
 - (i) the tenant is not authorised to directly receive the Account from the energy supplier and agrees that the Account will remain in the name of the lessor;
 - (ii) any rights of the lessor, by agreement with an energy supplier, to receive and retain benefits with respect to feed-in tariffs will remain;
 - (iii) the lessor will provide the Account to the tenant on a timely basis; and
 - (iv) subject to the terms of clause 71(a), including the obligation on the lessor to have provided the Account no later than 30 days of the date of that Account, the tenant will be liable to pay that portion of the Account which relates to electricity consumption either to the energy supplier directly or to the lessor as reimbursement (whichever the lessor directs).

72 LINE CONNECTION

- (a) It is a term of this agreement that:
 - (i) at the date on which this agreement starts, the premises have a fixed line connection for the purpose of telephone and internet use (Landline) including at least one outlet which is fully functional: or
 - (ii) if the premises do not have a Landline the lessor will organise for the new connection of a Landline (including at least one outlet) to be completed and operational within 14 days of the date on which this agreement starts.
- (b) If the lessor fails to ensure that the premises have the Landline referred to in clause 72(a) installed within 14 days of the date on which this agreement starts then:
 - (i) the tenant may, without reference to the lessor, arrange for the connection of a Landline including at least one outlet; and
 - (ii) the reasonable expense incurred by the tenant in arranging and paying for the connection of a Landline is a debt owed by the lessor to the tenant and is immediately recoverable by the tenant.
- (c) Without limiting clause 72(b)(ii) the tenant may, in its absolute discretion, choose to offset its expense of arranging and paying for the connection of a Landline from the rent payable by it hereunder.

73 ASBESTOS AND OTHER HAZARDOUS SUBSTANCES

- (a) The lessor warrants that at the date on which this agreement starts and the tenant is entitled to enter into occupation of the residential premises:
- (i) no materials containing asbestos exist in or upon the residential premises; or
 - (ii) if asbestos containing material exists in or upon the residential premises, it is in good condition and in a bonded or non-friable form; and
 - (iii) no Legionnaires disease bacteria or any hazardous substance or material exists in or upon the residential premises.
- (b) Without limiting clause 73(a) if:
- (i) any asbestos containing material which is not in good condition and not in a bonded or non-friable form (**Friable ACM**) is subsequently discovered in or upon the residential premises; and
 - (ii) the presence of the Friable ACM is not attributable to the negligence of the tenant, then:
 - (iii) the lessor must at its own expense promptly and in a safe manner remove and remediate the Friable ACM to the satisfaction of the tenant; and
 - (iv) if the tenant elects to vacate the residential premises until such time as the Friable ACM is removed and remediated and the residential premises are rendered safe, from the time when the tenant vacates the residential premises until the residential premises are again rendered safe, the Rent will abate in accordance with section 69(1) of the *Residential Tenancies Act 1987* as if the residential premises had been rendered wholly damaged or destroyed.
- (c) Without limiting clause 73(a) if any Legionnaires disease bacteria or any other hazardous substance or material which may reasonably present risk to the health or wellbeing of the tenant (together the **Harmful Material**) is at any time discovered in or upon the residential premises and its presence is not attributable to the negligence of the tenant, then:
- (i) the lessor must at its own expense promptly and in a safe manner remove and eradicate the Harmful Material; and
 - (ii) if the tenant elects to vacate the residential premises until such time as the residential premises are rendered safe, from the time when the tenant vacates the residential premises until the residential premises are again rendered safe, the Rent will abate in accordance with section 69(1) of the *Residential Tenancies Act 1987* as if the residential premises had been rendered wholly damaged or destroyed.
- (d) If the occupation and use of the residential premises by the tenant has been rendered unsafe as a result of the presence of the Friable ACM or the Harmful Material and in the written opinion of an independent expert appointed by the tenant the residential premises are unlikely to be rendered safe within three (3) months from the date of that opinion the lessor agrees that this will be and be deemed:
- (i) to have rendered the premises uninhabitable and to confer on both the lessor and the tenant a right to give a notice of termination under s.69(1) of the *Residential Tenancies Act 1987*; and also
 - (ii) to be a breach of this agreement, which will, in all of the circumstances then existing, justify termination of this agreement by a competent court on application thereto by the tenant in accordance with s.75 of the *Residential Tenancies Act 1987*,
- and provided further that upon termination of this agreement in accordance with this clause 73(d) the tenant shall have no further obligations under this agreement.

74 GOVERNMENT HOUSING

- (a) The lessor covenants and agrees that if:
- (i) he, she or they; or
 - (ii) their spouse, de-facto partner or any other person with whom they cohabit, (collectively "the Owners") is, or at any time during the term of this agreement becomes, a government employee and, in the opinion of the tenant, the Owners may have reasonably resided in the residential premises, the Owners (or either of them) will not be eligible for subsidised government housing in:
 - (iii) the town in which the residential premises are located; or
 - (iv) the area which is within a radius of 50 km of the relevant Owner's place of work, (both areas hereinafter referred to as 'the Area')
- (b) The lessor agrees that if the Owners (or either of them) is, or at any time during the term of this agreement becomes, a government employee and, in the opinion of the tenant, the Owners may have reasonably resided in the residential premises (assuming it had not been let to the tenant under this agreement), the lessor will be in breach of this agreement if the Owners (or either of them):
- (i) continue to occupy subsidised government housing in the Area; or
 - (ii) make an application to a government department or the tenant for subsidised government housing in the Area; or
 - (iii) commence to occupy subsidised government housing in the Area.

- (c) The lessor acknowledges and agrees that, if he, she or they are in breach of clause 74(b) above, this will be and be deemed to be a breach of this agreement which will, in all of the circumstances then existing, justify termination of this agreement by a competent court on application thereto by the tenant in accordance with s.75 of the Act.

75 DAMAGE TO PREMISES AND REPAIRS

- (a) In addition to the lessor's obligations under clauses 22 to 24 inclusive, it is a requirement of this agreement that:
- (i) arrangements for repairs that are necessary to remove or address a serious safety issue (including without limitation the repair or replacement of defective or non-operational smoke alarms and residual current devices) (hereinafter called "Emergency Repairs") must be made with a suitable repairer within 8 hours of notification to the lessor of the need for those repairs; and
 - (ii) arrangements for repairs which are neither Emergency Repairs or Urgent Repairs (including if any new legislation (including subsidiary legislation) is introduced which requires residential premises (or a class of residential premises within which the premises falls) to meet certain requirements or to have installed within them certain devices (including without limitation, those relating to safety)) ("Routine Repairs"), (irrespective of the timeframe within which such matters are required to be done under any applicable legislative provision, must be made with a suitable repairer within 7 Business Days of notification to the lessor of the need for those repairs.
- (b) The lessor is to ensure that the Emergency Repairs and Routine Repairs are carried out by a suitable repairer as soon as practicable after notification to the lessor of the need for those repairs.
- (c) If within the time frame specified in clause 75(a)(i) arrangements have not been made for a suitable repairer to undertake the Emergency Repairs or those Emergency Repairs have not been completed within 2 Business Days after notification to the lessor of the need for those Emergency Repairs, the tenant may arrange for those Emergency Repairs to be carried out by a suitable repairer.
- (d) If within the time frame specified in clause 75(a)(ii) arrangements have not been made for a suitable repairer to undertake any Routine Repairs or those Routine Repairs have not been completed within 10 Business Days after notification to the lessor of the need for those repairs, and the lessor fails to complete those Routine Repairs within 5 Business Days after receipt of a further notification from the tenant, the tenant may arrange for those Routine Repairs to be carried out by a suitable repairer.
- (e) If the tenant arranges for any repairs to be carried out under clause 75(d), the lessor must, as soon as practicable after the repairs are carried out, reimburse the tenant for any reasonable expense incurred by the tenant in arranging for those repairs to be carried out and paying for those repairs.
- (f) The lessor agrees that any breach by it of its obligations under clauses 22 to 24 inclusive and clauses 75(a) and (b) will be and be deemed to be a breach of this agreement, which will, in all of the circumstances then existing, justify termination of this agreement by a competent court on application thereto by the tenant in accordance with s.75 of the *Residential Tenancies Act 1987*.
- (g) Notwithstanding anything to the contrary in this agreement, under no circumstances shall the tenant be liable to repair any structural damage or defects to, or pay for work of a structural nature at, the residential premises, save and except where the said works are necessary to repair structural damage or defects caused by the negligent or unlawful acts or omissions of the tenant or its sub tenants and the building insurance effected by the lessor is vitiated due to the said acts or omissions of the tenant or its sub tenants.
- (h) The lessor must ensure that all repairs, including any structural damage or defects, are carried out by a suitable repairer.
- (i) If repairs are carried out by a suitable repairer and the lessor is of the view that the tenant is liable under this agreement or the Act for those repairs then the lessor must provide any invoice or account for those repairs issued by the repairer ("Invoice") to the tenant on a timely basis. Notwithstanding anything to the contrary in this agreement if the lessor fails to provide the Invoice to the tenant within two months of the date of that Invoice, then the lessor will be taken as having accepted liability for the repairs and responsibility for the payment of the Invoice and the tenant shall not be liable to pay the Invoice or pay for any repairs to which the Invoice relates.
- (j) If the lessor is required, in accordance with its obligations under this agreement or the Act (including without limitation under clauses 22 to 24 inclusive, 73 or 75(a) and (b)), to effect any repairs or replacements to or to undertake any maintenance to the residential premises, and the tenant is required to vacate the residential premises in order for such repairs or maintenance to be carried out, then (without limiting any other rights which the tenant may have against the lessor under this agreement or at law), the lessor must pay or reimburse the tenant for all reasonable costs and expenses suffered or incurred or payable by the tenant:
- (i) to re-locate to alternative premises and to relocate back to the residential premises once the repairs and/or maintenance works have been completed;
 - (ii) to store or secure any goods or possessions which the tenant is required to remove from the residential premises for the duration of the period during which the tenant is required to vacate the residential premises; and
 - (iii) to secure, obtain and occupy alternative accommodation for the duration of the period during which the tenant is required to vacate the residential premises

76 LESSOR'S INSURANCE

- (a) The lessor must insure and keep insured all buildings and improvements now or at any time during the term of this agreement on or comprising the residential premises against loss or damage by all risks against which a prudent owner would ordinarily insure for the full replacement cost.
- (b) The lessor must:
 - (i) effect the insurance referred to in clause 76(a) (the "Insurance") with a reputable and substantial insurer;
 - (ii) prior to the due date for payment, pay all premiums and other costs of such Insurance; and
 - (iii) if requested by the tenant, provide to the tenant copies of the certificates of currency and policies in relation to the Insurance within 7 days of such request being made.
- (c) Unless the lessor determines, acting reasonably, that the residential premises are to be demolished and not rebuilt, all moneys recovered in respect of the Insurance effected under this clause 76 shall be immediately expended by the lessor in repairing rebuilding or reinstating the residential premises or any part thereof so damaged or destroyed and, the lessor must make up any deficiency out of the lessor's own funds.

77 ADDITIONAL INSPECTIONS AND CERTIFICATES

- 77.1 In addition to the initial and final property condition reports which are required to be obtained in accordance with Part A "Property Condition Reports", the lessor (or its managing agent) must additionally inspect the residential premises at least twice a year (in each case, not less than 14 days before and not more than 14 days after each six-monthly anniversary of the starting date of this agreement) throughout the term of this agreement and provide any report in relation to that additional inspection to the tenant within 7 days of the inspection having taken place.
- 77.2 If, as a result of the additional inspection referred to in clause 77.1, if the lessor (or its managing agent) considers that the residential premises are not in a reasonable condition, then the lessor (or its managing agent) will provide written notice of any damage to the premises which has occurred since the date of the last inspection which is not in the nature of fair wear and tear and which is not damage insured against by the lessor or required to be insured against by the lessor.
- 77.3 If the lessor (or its managing agent) gives a notice under clause 77.2, the tenant will promptly rectify any damage referred to in it (which is not in the nature of fair wear and tear and which is not damage insured against by the lessor or required to be insured against by the lessor). However, if the tenant is of the opinion any damage which is referred to in a notice given by the lessor under clause 77.2 is fair wear and tear or damage insured against by the lessor or required to be insured against by the lessor, it shall promptly after receipt of such notice, notify the lessor of its opinion and the parties shall meet to resolve this dispute, failing which either party may make an application to a competent court to have the dispute determined pursuant to section 15(1) of the RTA.
- 77.4 If the lessor or property manager (or any person accompanying the lessor or property manager) causes damage to the goods of the tenant's sub-tenant(s) (or other member of its household) when exercising a right of entry, whether under clause 25 or this clause 77, the lessor is obliged to compensate the subtenant or the householder (as the case may be).
- 77.5 The lessor warrants that, at the date of commencement of this agreement, the premises are fitted with fully functioning electrical safety switches and smoke alarms in compliance with any law applicable at the relevant time. The lessor will, on the yearly anniversary of the starting date of this agreement, provide the tenant and subtenant with a copy of a current electrical safety certificate in connection with all safety switches and smoke alarms installed in the premises (which certificate must include the expiry date(s) of the smoke alarm(s)). If the lessor fails to provide any electrical safety certificate to the tenant and subtenant, the tenant may obtain such certificate (at the cost and expense of the lessor) and offset its costs of doing so from the rent payable.
- 77.6 Without limiting the lessor's obligation in relation to smoke alarms under clause 75(a)(i) and clause 77.5 of this agreement, the lessor agrees that the tenant may undertake its own annual inspection of the smoke alarm installed in the premises and, if the smoke alarm is found to be defective or non-operational at that time of inspection or is found to be of a make or model which does not fall within the nominated list of smoke alarms acceptable to the tenant, the tenant may (at the cost and expense of the lessor) remediate, repair or replace the smoke alarm and offset its costs of doing so from the rent payable.

78 TERMINATION OF THIS AGREEMENT CONSEQUENT UPON THE LESSOR'S BREACH

- 78.1 The tenant may terminate this agreement by 30 days' written notice to the lessor if the lessor has:
 - (a) failed to comply with any of its obligations duly and punctually under this agreement and has not rectified that failure within 10 Business Day (or such longer period as the tenant may allow, in its sole and absolute discretion) after receiving notice from the tenant of such failure,and, if the tenant gives 30 days' written notice of termination, this agreement shall end at 11.59pm on the date which is 30 days after the date of service of the notice on the lessor (**Effective Date**) (and the tenant must vacate and deliver up possession of the premises at or prior to the Effective Date). The tenant may, at its absolute discretion, withdraw any notice of termination given under this clause at any time prior to the Effective Date.
- 78.2 For the avoidance of doubt, if a notice is given by the tenant under clause 78, this agreement will terminate on the Effective Date without the need for a competent court to make an order terminating this agreement. The right of

termination conferred by this clause 78 is in addition to and not in substitution for the rights of termination conferred by the *Residential Tenancies Act 1987*, including without limitation the tenant's right to apply to a competent court for any order terminating this agreement under s.75 of the *Residential Tenancies Act 1987* on the basis that the lessor has breached this agreement (including without limitation where the alleged breach is of clauses 22 to 24 inclusive or clause 75(a) or (b)) and such breach is, in all of the circumstances of the case, such as to justify termination of this agreement.

79 PESTS

- 79.1 The lessor warrants that pest control treatment has been carried out on the premises immediately prior to commencement of the tenancy.
- 79.2 The lessor shall, at its own cost and expense, be responsible during the term of the tenancy for the eradication of any infestations of rodents, vermin, insects, pests, birds or other pests present in the residential premises unless such infestation is caused by, or directly attributable to the actions of, the tenant or its subtenant.
- 79.3 Without limiting the lessor's obligations under clause 79.1, and regardless of whether pest infestation in the premises is evident, the lessor agrees to, if so requested by the tenant, carry out an annual pest control treatment in the premises (but only if such premises are situated in the north of the 26th parallel of the state of Western Australia).

80 CONSENT OF MORTGAGEE

If:

- 80.1 the residential premises or any part thereof is at the date of this agreement or subsequently becomes subject to a mortgage, charge or other encumbrance; and
- 80.2 this agreement would otherwise not be binding upon the mortgagee, chargee or encumbrance, the lessor must at its own expense and without delay obtain the unconditional consent in writing to this agreement from the said mortgagee, charge or encumbrance.

81 REGISTERING OR CAVEATING THIS LEASE

- 81.1 If this residential tenancy agreement is registrable under the *Transfer of Land Act 1983* and the tenant in its discretion requires and elects that this residential tenancy agreement be registered, the parties shall do everything necessary to cause this residential tenancy agreement to be prepared or amended so that it is in registrable form, the parties shall execute (or if necessary re-execute) this residential tenancy agreement in registrable form and the lessor shall cause this residential tenancy agreement to be registered without delay.
- 81.2 Additionally, the lessor acknowledges and agrees that the tenant may lodge a subject to claims caveat to protect the leasehold interest granted to it under this agreement.

82 TENANT MAY ACT BY AGENT

Each act or thing which the tenant is required or empowered to do under this agreement may be done by the tenant or the representative, solicitor, agent, contractor or employee of the tenant.

83 VARIATION OF THIS AGREEMENT

This agreement may be varied only by written agreement made between the lessor and the tenant.

84 NOTICES

For the purposes of s.85 of the Act, the tenant specifies the address in item 2 of the Schedule as the place to where its mail must be directed in order for any notice or other communication to be taken to be properly served on the tenant.

85 COMMON AREAS

- 85.1 This clause applies where the residential premises are part of a complex which includes common areas, where:
- (a) "common areas" means those parts of the complex which the tenant and any other occupiers of premises within the complex are entitled to use, including but not limited to any common driveways, passages, landings, stairways, access ways, lifts, gardens, laundries, swimming pool and car parking area; and
 - (b) "complex" means, if the residential premises comprise part only of the land in a certificate of title, the land and buildings thereon of which the premises forms a part.
- 85.2 The lessor grants to the tenant and its visitors the right, to be exercised in common with the lessor and the lessor's other lessees or licensees of the complex (or any part thereof) from time to time and its and each of their officers, employees, agents, contractors, customers, suppliers and invitees, to use the common areas:
- (a) in the case of any passages, landings, stairways, access ways and lifts, for the purpose of gaining ingress to and egress from the residential premises; and
 - (b) in any other case, for the purpose for which they were designed.
- 85.3 For the avoidance of doubt, nothing in this clause 86 intends to limit the application of any strata by laws which may be applicable to the premises. In the event of any inconsistency between strata by laws and this residential

tenancy agreement, the strata by laws will prevail.

86 JOINT AND SEVERAL LIABILITY

Unless otherwise stated in this agreement, all persons or entities signing this agreement as the lessor shall be held jointly and severally liable for all terms, conditions and obligations of this lease as they relate to the lessor.

87 BOND HELD ON TRUST

If the lessor receives an amount of bond from the tenant, the lessor holds the amount of bond on trust for the tenant until the amount of bond is paid to the Bond Administrator in accordance with the *Residential Tenancies Act 1987*.

88 FLUES AND GUTTERING

The lessor shall ensure that all flues, guttering (including box gutters and valley channels) at the premises are cleared, cleaned and in satisfactory and working order immediately prior to the commencement of the tenancy and every 12 months thereafter.

89 SPECIAL CONDITIONS

- 89.1 The special conditions (if any) in Item 3 of the Schedule apply to this agreement (and to the extent that there is any inconsistency between them and clauses 1 to 88 inclusive of this agreement, the special conditions shall prevail to the extent of that inconsistency.
- 89.2 The lessor must arrange for each of the special conditions to be satisfied within the time period specified in Item 3 of the Schedule. If the lessor fails to satisfy any of the special conditions within the time frame specified then the tenant may itself, without reference to the lessor, arrange for the special condition/s to be satisfied.
- 89.3 If the tenant arranges for the special condition/s to be satisfied, the reasonable expense incurred by the tenant in arranging and paying for the special condition/s to be satisfied will be a debt owed by the lessor to the tenant and be immediately recoverable by the tenant.
- 89.4 The tenant may, in its absolute discretion, offset its expense of arranging and paying for the special condition/s to be satisfied from the rent payable by it hereunder.

SCHEDULE TO PART C

ITEM 1: MARKET RENT REVIEW DATE:

The first and each subsequent anniversary of the starting date of this agreement (as specified in Part A, "Term of Agreement") during the term of this agreement

ITEM 2: TENANT ADDRESS FOR SERVICE

Documents should be emailed to the tenants nominated email address provided in PART A.

ITEM 3: SPECIAL CONDITIONS

The Lessor must arrange for each of the following items:

- (a) An electrical compliance certificate (to confirm all hard-wired smoke alarms and safety switches have been installed and are functioning correctly and, for the smoke alarm, includes at a minimum, manufacturer, installation/expiry date and model number) is to be obtained by the lessor at the lease commencement and thereafter on every 12-month anniversary of the date on which the previous electrical compliance certificate was obtained.
- (b) All air-conditioning units at the premises must have been serviced at lease commencement, or within the 12 month period prior to lease commencement, and thereafter on every 12-month anniversary of the date on which the previous service occurred. A copy of the receipt evidencing the first service will be provided to the tenant on lease commencement and receipt for each subsequent service will be provided to the tenant within 14 days of such service.
- (c) N/A
- (d) N/A
- (e) N/A
- (f) N/A
- (g) N/A
- (h) N/A
- (i) N/A
- (j) N/A
- (k) N/A
- (l) N/A

THE LESSOR AND TENANT ENTER INTO THIS AGREEMENT AND AGREE TO ALL ITS TERMS.

Signed by the **LESSOR/PROPERTY MANAGER**

Signature of lessor/property manager Date: ____/____/____

Signed by the **TENANT**

Signature of tenant Date: ____/____/____

In the presence of:

Enter witness name

Witness name

Witness signature

For further information about rights and obligations as a lessor or tenant, refer to the Residential Tenancies Act 1987 or contact the Department of Energy, Mines, Industry Regulation and Safety on 1300 30 40 54 or www.demirs.wa.gov.au/renting.

For Translating and Interpreting Services please telephone TIS on 13 14 50 and ask to speak to the Department of Energy, Mines, Industry Regulation and Safety (1300 30 40 54) for assistance.



Shire of Wandering
22 Watts Street
WANDERING WA 6308

Email: lisa.boddy@wandering.wa.gov.au

Dear Lisa

OFFER TO LEASE – 5 Dunmall Drive Wandering, WA, 6308]

The Housing Authority, through the Government Regional Officer Housing (GROH) program, hereby presents an Offer to Lease (the Offer) the premises specified in Item 1 of the Schedule. The Offer is for the term and rental amount specified, subject to the terms and conditions set out in the Offer, the Schedule, and in the GROH Residential Tenancy Agreement (between the Housing Authority and Lessor(s)) ("the Agreement").

The Offer is contingent upon the Housing Authority obtaining all necessary internal approvals to lease the premises from you (the "Approvals") within 14 days from the date of this Offer. If the Approvals are not obtained within this period, any agreement arising from this Offer, whether express or implied, will be terminated.

To accept the Offer, please sign and return it by email to GROH within 14 days from the date of the Offer. If you do not accept the Offer within this timeframe, the Offer will lapse. If you accept this Offer and if the Approvals are obtained within the timeframe specified above, a binding lease will arise based on the terms and conditions set out in the Offer.

Upon your acceptance, GROH will prepare the Agreement which incorporates the terms and conditions outlined in Schedule 1. A sample copy of the Agreement is attached for your reference. To assist GROH in preparing the Agreement, please provide the information requested in Section 1 or any updates to information currently held.

It is a condition of the Offer (should it be accepted) that you will, within 14 days of being provided with the Agreement, return an executed copy by email to GROH.

If you have any queries in relation to the Offer, including Section 1 and the Schedule or the Agreement, please do not hesitate to contact me on rod.birkin@dohw.wa.gov.au

Sincerely,

Rod Birkin
Leasing Officer – Wheatbelt

10/03/2026

OFFICIAL

SECTION 1

In signing the below, I/we hereby accept the Offer made by the Housing Authority in this letter to take a lease of the premises set out in Item 1 of the Schedule and acknowledge that, in doing so, a binding lease will be created between me/us and the Housing Authority.

<hr/> Signature: Name: Date:	<hr/> Signature: Name: Date:
---------------------------------------	---------------------------------------

Part A - Owner(s) Declaration

Owner(s) Declaration	
Is any owner (or their partner or spouse) a current GROH tenant residing in GROH accommodation within 50km of the property specified in Schedule 1?	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes, is there a reason why you cannot reasonably reside at the property?

For Lease Renewals, only complete Parts B to E if you have changes to details held by GROH

Part B - Owner/Agent Details

I/We provide the following information to assist with the preparation of the Agreement:

Owner(s) Contact Details	
Name (Full Legal Name):	
Address:	
Telephone:	
Email:	
Name (Full Legal Name):	
Address:	
Telephone:	
Email:	
Property Manager Contact Details (if applicable)	
Name:	
Address:	
Telephone:	
Email:	

OFFICIAL

PART C – Rent Payment Details

Australian Business Number Details / Statement of Supplier Details	
Do you have an Australian Business Number (ABN): Yes <input type="checkbox"/> No <input type="checkbox"/>	If yes, please provide ABN: _____ If no, please complete and submit a Statement by a Supplier Form .
Bank Account Details (Account Rent will be paid into)	
BSB number:	
Account number:	
Account name:	
Payment Reference:	Housing Authority
IMPORTANT: For all NEW vendors, please provide proof of bank account details (Account Name, BSB and Account Number) in the form of a document or screenshot from your bank to ensure that GROH can successfully make rental payments. Proof of Bank Account Details Provided: Yes <input type="checkbox"/> No, I am an existing vendor <input type="checkbox"/>	

PART D – Utilities

Please confirm whether the premises are connected to and separately metered for:	If no, please provide details of the method for calculating the consumption costs below.
Electricity	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Gas	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Bottled <input type="checkbox"/>
Water	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Telephone/Internet Connection Availability	Yes <input type="checkbox"/> No <input type="checkbox"/> NBN <input type="checkbox"/>

PART E – Strata Title

Strata Title	
Are the premises Strata Titled? If yes, please provide a copy of the strata plan and by-laws.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> By-Laws attached <input type="checkbox"/>

OFFICIAL

SCHEDULE 1

Item 1 Premises	5 Dunmall Drive, Wandering WA 6308
Item 2 Term	3 years years commencing on the Commencement Date.
Item 3 Commencement Date	The later of 11/03/2026 or the date on which the Housing Authority confirms to the lessor that the conditions (if any) set out in Items 9 and 10 are satisfied where required.
Item 4 Rent	<p>\$ 640.00 per week ("the Rent"), starting on the Commencement Date.</p> <p><i>The Housing Authority, in its absolute discretion, pays rent monthly in advance, The amount of rent payable shall be determined by dividing the rent payable per week by 7 (to equal a rent payable per day) and then multiplying it by the number of days in the respective month. This means that the rent payable per month will differ depending on the number of days in the month.</i></p>
Item 5 Rent Review Date and Method	<p>Rent Review Date: Annually on Anniversary.</p> <p>Review Method: Fair Market Rent.</p>
Item 6 Tenant % of Water Consumption Costs	100%
Item 7 Security Bond	<p>Equivalent to 4 Weeks Rent.</p> <p>Note: <i>Unless the rent for the premises exceeds \$1,200.00 per week, the security bond must not exceed the sum of 4 weeks' rent.</i></p>
Item 8 Pet Bond	\$260.00
Item 9 Special Conditions	<p>The following special conditions are incorporated into this Offer:</p> <p>A. The Lessor must arrange for each of the following items:</p> <p>(a) An Electrical Compliance Certificate (to confirm all hard-wired smoke alarms and safety switches have been installed and are functioning correctly and, for the smoke alarm, includes at a minimum, manufacturer, installation/expiry date and model number) is to be obtained by the lessor by the Commencement Date and thereafter on every 12-month anniversary of the date on which the previous electrical compliance certificate was completed.</p> <p>(b) All air-conditioning units at the premises must have been serviced at lease commencement, or within the 12-month period prior to lease commencement, and thereafter on every 12-month anniversary of the date on which the previous service occurred. A copy of the receipt evidencing the first service will be provided to the tenant on lease commencement and receipt for each subsequent service will be provided to the tenant within 14 days of such service.</p>

13.5 Shire of Wandering Policy Manual Review – Policies 7, 44, 47, 79, 86

File Reference:	11.111.11101
Date:	10 March 2026
Location:	N/A
Applicant:	N/A
Author:	Executive Assistant
Authorising Officer	Chief Executive Officer
Disclosure of Interest:	Nil
Attachments:	Policy Policy
Voting Requirements:	Absolute Majority (Policies 79, 86) Simple Majority (Policies 7, 44, 47)
Previous Reference:	Item 12.3 Ordinary Council Meeting 11 December 2025

Summary of Report:

To continue with the process of reviewing all Council policies to ensure they are still relevant and correct for the day-to-day workings of the Shire.

Background:

At the Ordinary Council Meeting held on 18 August 2022 Council resolved to adopt Policy 83 – Policy Manual which states that:

All policies within the Policy Manual are to be reviewed by Council every three years, being one third of Council's policies each year in a three-year period. Council may review an individual policy at any time before the next review date if it determines it to be necessary.

There are currently 95 Shire policies. It is proposed that each month policies are reviewed by Council. This will ensure that all policies are reviewed in the stated three-year period.

Five policies are to be reviewed this month:

- Policy 7 – Employee Gratuities and Gifts
- Policy 44 – Workforce Planning
- Policy 47 – Australia Day Awards
- Policy 79 – Acting & Temp CEO Appointment
- Policy 86 – Attendance at Events

These were tabled at the February 2026 General Planning Forum and changes were made as per the attached.

Consultation:

Chief Executive Officer
Councillors

Statutory Environment:

Local Government Act 1995 S.2.7(2)(b)

Policy Implications:

As reviewed.

Financial Implications:

Nil.

**Strategic Implications:
Provide Strong Leadership**

Our Goals	Our Strategies
A well informed Community	Foster Opportunities for connectivity between Council and the Community
We plan for the future and are strategically focused	Ensure accountable, ethical and best practice governance Service Level Plans detail operational roles, responsibilities and resources.

Risk Implications:

Risk	Low
There is a very low risk in Council adopting these updated policies	

Voting Requirements:

Absolute Majority

Officer Recommendation:

That Council adopts the following policies with any amendments made.

- **Policy 7 – Employee Gratuities and Gifts**
- **Policy 44 – Workforce Planning**
- **Policy 47 – Australia Day Awards**
- **Policy 79 – Acting & Temp CEO Appointment**
- **Policy 86 – Attendance at Events**

Moved: _____

Seconded: _____

Carried

For/Against: Cr Little Cr Price Cr Cowan Cr Hansen Cr Jennings Cr Latham Cr Thompson

14. ELECTED MEMBERS MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN

Nil.

15. NEW BUSINESS OF AN URGENT NATURE APPROVED BY THE PERSON PRESIDING OR BY DECISION OF THE MEETING

16. CONFIDENTIAL REPORTS

Nil.

17. CLOSURE OF MEETING

The Presiding Member to declare the meeting closed.

POLICY TYPE:	LEGISLATIVE
DATE ADOPTED:	18/07/2019

POLICY NO:	7
DATE LAST REVIEWED:	17/09/2020 16/09/2021 16/03/2023

LEGAL (PARENT):	<i>Local Government Act 1995</i>
------------------------	----------------------------------

LEGAL (SUBSIDIARY):	
----------------------------	--

DELEGATION OF AUTHORITY APPLICABLE:	
--	--

DELEGATION NO.	
-----------------------	--

ADOPTED POLICY	
-----------------------	--

TITLE:	Employee Gratuities and Gifts
OBJECTIVE:	<ul style="list-style-type: none"> To allow for the recognition of employees whose employment with the Shire is ending, based on the length of their service to the Shire. This recognition may be awarded in addition to their entitlements under an Award, Workplace Agreement or Contract of Employment upon voluntarily ceasing their employment with the Shire.

DEFINITIONS

“Continuous service” does not include any period of unauthorised absence from duty, or any period of unpaid leave (unless CEO determines otherwise).

POLICY STATEMENT

GRATUITY PAYMENTS AND GIFTS TO EMPLOYEES ON RESIGNATION OR RETIREMENT

RESIGNING AND RETIRING – GIFT AND FUNCTION

As a token of appreciation, the Shire will present resigning employees with a gratuity payment or a gift voucher. Gifts should be to the maximum amount of \$650, as follows for full time staff and on a pro rata basis for part time staff:

Completed Years of Continuous Service	Gift to the Maximum Value of	Calculated Gratuity Payment
5 - 10	\$100 plus \$25 per further completed year of service	5 yrs - \$100 6 yrs - \$125 7 yrs - \$150 8 yrs - \$175 9 yrs - \$200
11 - 15	\$250 plus \$25 per further completed year of service	10 yrs - \$250 11 yrs - \$275 12 yrs - \$300 13 yrs - \$325 14 yrs - \$350 15 yrs - \$375
16 - 25	\$400 plus \$50 per further completed year of service	16 yrs - \$400 17 yrs - \$450 18 yrs - \$500 19 yrs - \$550 20 yrs - \$600 21 yrs - \$650

PROCEDURES

Gratuity payments must be preferably incorporated into the final pay for employees who resign or retire, with the amount clearly specified.

All gifts should take the form of a Gift Voucher taking the employee's preference into account. A card will be circulated for employee to sign, and collections from employees are not encouraged.

In addition, the CEO may organise the provision of an appropriate farewell function.

This token of appreciation will not be available to employees whose employment has been terminated as a result of unsatisfactory performance or misconduct.

PAYMENTS IN EXCESS OF POLICY

Council may resolve to make a payment to a terminating employee which is more than the amount set out in this policy. If such a decision is made, local public notice must be given, in accordance with s5.50 (2) of the Local Government Act 1995.

POLICY TYPE:	COMMUNITY
DATE ADOPTED:	18/07/2019

POLICY NO:	44
DATE LAST REVIEWED:	17/09/2020 16/09/2021 15/12/2022 11/11/2025

LEGAL (PARENT):	<i>S5.56(2) Local Government Act 1995</i>
------------------------	---

LEGAL (SUBSIDIARY):	
----------------------------	--

DELEGATION OF AUTHORITY APPLICABLE:	
--	--

DELEGATION NO.	
-----------------------	--

ADOPTED POLICY	
TITLE:	Workforce Planning
OBJECTIVE:	<ul style="list-style-type: none"> To ensure that strategic, operational and legislative objectives are met through efficient and effective management of its workforce for the delivery of service to the community in a timely and cost-effective manner.

POLICY STATEMENT

1. PRINCIPLES

The Shire of Wandering is committed to workforce planning, identifying that it is an essential management function in its operations.

The Shire of Wandering recognises that the achievement of all goals and objectives are reliant on the skills and knowledge of its workforce and their individual resilience, perseverance and unique capacity to fit the environment.

2. ROLES AND RESPONSIBILITIES

2.1 CEO AND MANAGERS

CEO and Managers of employees have the responsibility and accountability for ensuring that all employees are managed appropriately within their own work areas. In each of these areas, current and future demand and supply should be assessed as part of the annual and strategic planning cycles.

All Managers will ensure effective setting of performance criteria for their employees that will meet relevant organisational objectives. Employee appraisals will incorporate training and development plans to ensure the current and future skills and knowledge needs are met wherever practicable, with gaps and omissions reported to the CEO for inclusion in the Workforce Plan.

The CEO will collect and monitor relevant workforce data and statistics including demographics and trends as part of the integrated planning cycle.

2.2 EMPLOYEES

All employee involved in organisational, operational or project planning will ensure that workforce implications are considered and included in all strategic or operational plans.

2.3 RECOGNITION OF SERVICE

The recognition of Shire service is capture in Policy 7 - Employee Gratuities and Gifts

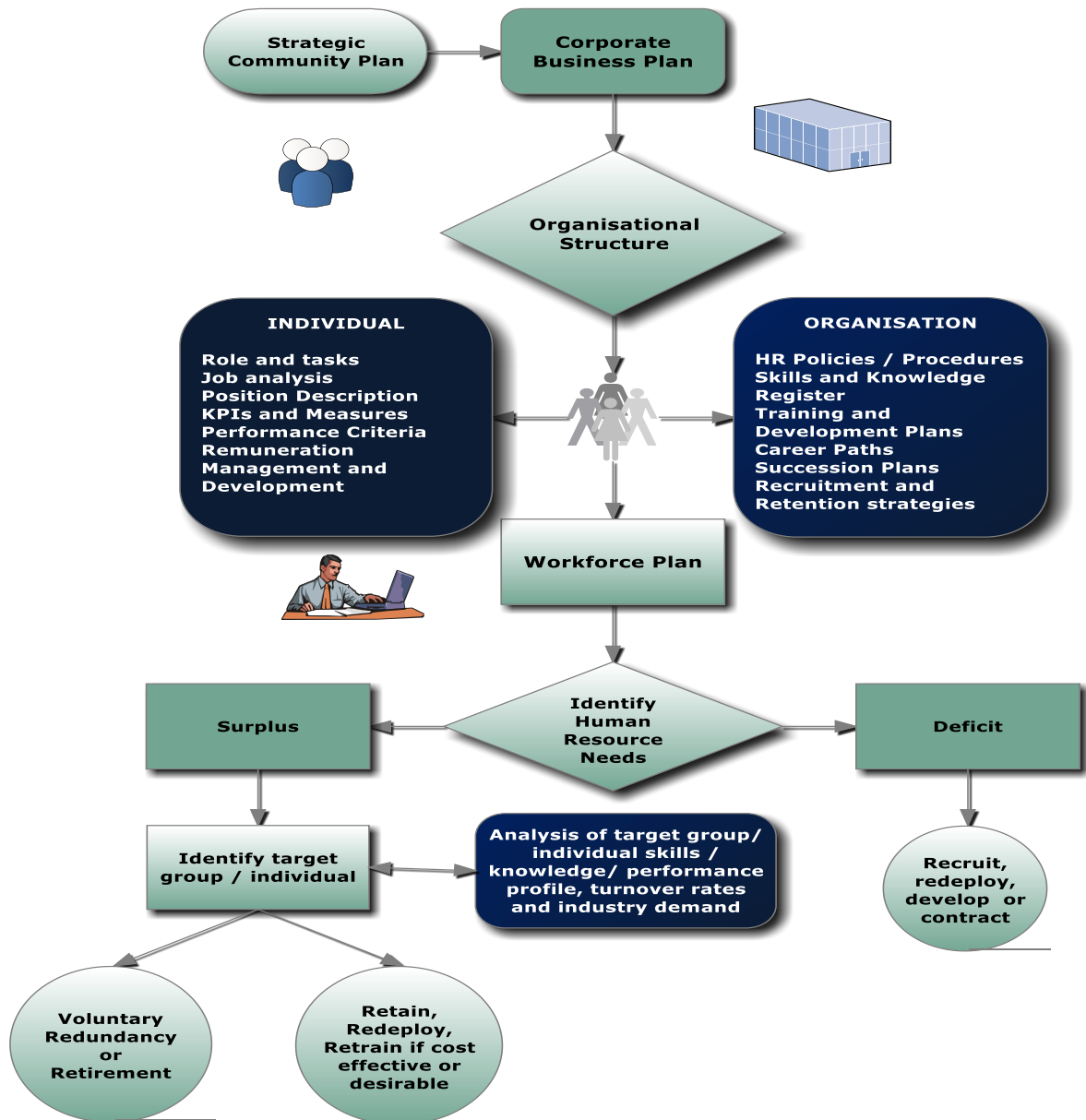
3. APPLICATION

Workforce planning is a continuous process of shaping the workforce to ensure it can achieve the Shire of Wandering's objectives into the future. It provides the framework for assessing the demand and supply of the

workforce and aims to have the right people in the right place at the right time to ensure the delivery of organisational goals resourced through effective long-term financial and business plans.

The Shire is committed to resourcing workforce requirements through its integrated planning processes as outlined in this diagram below. It recognises the responsibility for managing people lies with the person who has the executive responsibility for the objectives of the service / activity / function of their division.

3.1 WORKFORCE PLANNING DIAGRAM:



POLICY TYPE:	
DATE ADOPTED:	18/07/2019

POLICY NO:	47
DATE LAST REVIEWED:	17/09/2020 16/09/2021 18/05/2023

LEGAL (PARENT):	Local Government Act 1995
------------------------	---------------------------

LEGAL (SUBSIDIARY):	
----------------------------	--

DELEGATION OF AUTHORITY APPLICABLE:	
--	--

DELEGATION NO.	
-----------------------	--

ADOPTED POLICY	
TITLE:	Australia Day Award
OBJECTIVE:	<ul style="list-style-type: none"> To clarify the process of the annual Australia Day Award – Citizen of the Year and Community Group or Event of the Year.

DEFINITIONS

N/A

POLICY STATEMENT

The Shire of Wandering acknowledges worthy locals, groups and events through the Australia Day Citizen of the Year Award and Australia Day Community Group or Event of the Year Award.

Annually pending suitable nominations in October and November an advertisement is to be placed in the Wandering Echo, Shire website and Shire Facebook page calling for nominations for Citizen of the Year and Community Group or Event of the Year.

Award recipients are to be personally advised of the award to enable them to make appropriate arrangements, speeches, etc. Award recipients are also asked to participate in event related publicity and promotional activities.

Award recipients are to be recognised by the Shire on Australia Day, if a function is held, or alternatively in the absence of an event at the first Ordinary Council Meeting after Australia Day.

The successful recipients of the Awards are to be listed on the Honour Board in the front foyer of the Shire's Administration Building.

Eligibility and Criteria

Nominations for the Awards are to be judged according to the eligibility criteria published by the Australia Day Awards Guidelines each year. Nominators are excluded from the judging process.

How to Nominate

Nominations for the Awards are to be made by completing an application form which is available on the Shire website or from the Shire Administration Office.

All nominations are to be discussed, under confidential cover, and a decision made at the December Ordinary Council Meeting.

Closing Date

Nominations close on 30 November each year.

ASSOCIATED DOCUMENTS

Citizen of the Year Application Form

Community Group or Event of the Year Application Form

POLICY TYPE:	GOVERNANCE
DATE ADOPTED:	15/07/2021

POLICY NO:	79
DATE LAST REVIEWED:	16/09/2021 16/02/2023

LEGAL (PARENT):	<i>Local Government Act 1995: s.5.39 Contracts for CEO and senior employees s.5.39C Policy for temporary employment or appointment of CEO s.5.40 Principles affecting employment by Local Governments</i>
------------------------	---

LEGAL (SUBSIDIARY):	
----------------------------	--

DELEGATION OF AUTHORITY APPLICABLE:	
--	--

DELEGATION NO.	
-----------------------	--

ADOPTED POLICY	
TITLE:	Acting and Temporary CEO Appointment
OBJECTIVE:	<ul style="list-style-type: none"> To establish policy, in accordance with s5.39C of the <i>Local Government Act 1995</i> ('the Act'), that details the Shire of Wandering's processes for appointing an Acting or Temporary Chief Executive Officer (CEO) for periods of less than 12 months of planned or unplanned leave or an interim vacancy in the substantive office.

1. DEFINITIONS

- Acting CEO means a person employed or appointed to fulfil the statutory position of CEO during a period where the substantive CEO remains employed, but is on planned or unplanned leave.
- Temporary CEO means a person employed or appointed to fulfil the statutory position of CEO for the period of time between the end of the substantive CEO's employment and the appointment and commencement of a newly appointed substantive CEO.

POLICY SCOPE

This policy applies to the statutory position of Chief Executive Officer (CEO) of the Shire of Wandering.

POLICY STATEMENT

2. ACTING AND TEMPORARY CEO REQUIREMENTS AND QUALIFICATION

- When the CEO is on planned or unplanned leave, or the CEO's employment with the Local Government has ended, an Acting or Temporary CEO is to be appointed in accordance with this Policy to fulfil the functions of CEO as detailed in s5.41 of the *Local Government Act 1995*, and other duties as set out in the Act and associated *Regulations*.
- Through this policy and in accordance with section 5.36(2)(a) of the Act, the Council determines that persons appointed to the substantive position of Executive Manager Technical Services are considered suitably qualified to perform the role of Acting or Temporary CEO.
- A person appointed to act in the position of Executive Manager Technical Services is not included in the determination set out in Clause 3 (2).

3. APPOINT ACTING CEO – PLANNED AND UNPLANNED LEAVE FOR PERIODS UP TO FIVE (5) WEEKS

- The CEO is authorised to appoint a suitably qualified person, in writing as Acting CEO, where the CEO is on planned or unplanned leave for periods not exceeding five (5) weeks, subject to the CEO's consideration of the suitably qualified person's performance, availability, operational requirements and where appropriate, the equitable access to the professional development opportunity.
- If there is an operational need, the CEO may appoint an Acting CEO for any periods less than five (5) weeks after seeking approval from the Shire President.
- Prior to the commencement of the Acting CEO tenure the CEO is to advise all Council Members when and for what period of time the suitably qualified person is appointed as Acting CEO.

4. APPOINT ACTING CEO FOR EXTENDED LEAVE PERIODS GREATER THAN FIVE (5) WEEKS BUT LESS THAN 12 MONTHS.

1. This clause applies to the following periods of extended leave:
 - Substantive CEO's Extended Planned Leave which may include accumulated annual leave, long service leave or personal leave; and
 - Substantive CEO's Extended Unplanned Leave which may include any disruption to the substantive CEO's ability to continuously perform their functions and duties.
2. The Council will, by resolution, appoint an Acting CEO for periods greater than five (5) weeks but less than 12 months, as follows:
 - (a) Appoint one employee, or multiple employees for separate defined periods, as Acting CEO to ensure the CEO position is filled continuously for the period of extended leave; or
 - (b) Conduct an external recruitment process in accordance with clause 5(1)(c).

5. APPOINT TEMPORARY CEO – SUBSTANTIVE VACANCY

1. In the event that the substantive CEO's employment with the Shire of Wandering is ending, the Council when determining to appoint a Temporary CEO may either:
 - (a) by resolution, appoint an employee as the Temporary CEO for the period of time until the substantive CEO has been recruited and commences their employment with the Local Government; or
 - (b) by resolution, appoint an employee as the Temporary CEO for the period of time until an external recruitment process for a Temporary CEO can be completed; or
 - (c) following an external recruitment process in accordance with the principles of merit and equity prescribed in s5.40 of the Act, appoint a Temporary CEO for the period of time until the substantive CEO has been recruited and commences employment with the Local Government.

6. REMUNERATION AND CONDITIONS OF ACTING OR TEMPORARY CEO

1. Unless Council otherwise resolves, an employee appointed as Acting CEO shall be remunerated up to 80% of the cash component only of the substantive CEO's total reward package.
2. Council will determine by resolution, the remuneration and benefits to be offered to a Temporary CEO when entering into a contract in accordance with the requirements of s5.39(1) and (2)(a) of the Act.
3. Subject to relevant advice, the Council retains the right to terminate or change, by resolution, any Acting or Temporary CEO appointment.

7. DELEGATION

Delegation 02 – has been deleted, and replaced by this Policy.

POLICY TYPE:
DATE ADOPTED: 16 March 2023

POLICY NO: 86
DATE LAST REVIEWED:

LEGAL (PARENT): <i>Local Government Act 1995</i>

LEGAL (SUBSIDIARY):

DELEGATION OF AUTHORITY APPLICABLE:
--

DELEGATION NO.

ADOPTED POLICY	
----------------	--

TITLE:	Attendance at Events
OBJECTIVE:	The purpose of this policy is to establish guidelines for appropriate disclosure and management of acceptance of invitations to events or functions, or other hospitality occasions, where elected members and employees are invited free of charge, whether as part of their official duties as Council or Shire representatives or not.

DEFINITIONS

In accordance with section 5.90A of the *Local Government Act*, an event includes, but is not limited to the following:

- a concert
- a conference
- a function
- a sporting event
- occasions prescribed by the *Local Government (Administration) Regulations 1996*

POLICY STATEMENT

- Elected Members and the Chief Executive Officer attend events to fulfil their leadership role in the community. Elected Members and/or the Chief Executive Officer will receive tickets or invitations to attend events to represent the Shire. The event may be a paid event, or a ticket/invitation may be gifted in kind. Gifts exceeding \$100 need to be included in the gift register.
- Attendance by Elected Members and the Chief Executive Officer is approved for the following events:
 - Advocacy lobbying or Ministerial briefings
 - Meetings of clubs or organisations within the Shire of Wandering
 - Any free event held within the Shire of Wandering
 - Australian or West Australian Local Government events
 - Local Government Professionals Association (WA) events
 - Events hosted by Clubs or Not for Profit Organisations within the Shire of Wandering to which the Shire President, an Elected Member or the Chief Executive Officer has been officially invited
 - Shire hosted ceremonies and functions
 - Shire hosted events with employees
 - Shire run tournaments or events
 - Shire sponsored functions or events
 - Community art exhibitions
 - Cultural events/festivals
 - Events run by a Local, State or Federal Government
 - Events run by schools and universities within the Shire of Wandering
 - Major professional bodies associated with local government at a local, state and federal level
 - Opening or launch of an event or facility within the Shire of Wandering
 - Recognition of Service events
 - RSL events

- Where Shire President, Elected Member or Chief Executive Officer representation has been formally requested
 - Free public events
- All Elected Members and the Chief Executive Officer are entitled to attend a pre-approved event. If there is a fee associated with a pre-approved event, the fee, will be paid for by the Shire out of the Shire's budget by way of reimbursement, unless the event is a conference which is dealt with under an alternative Council Policy.
- If there are more Elected Members than tickets provided, then the Shire President shall allocate the tickets.
- If an Elected Member (or Chief Executive Officer) is unable or does not wish to attend the event to which the invitation relates, the member is to advise the event organiser of their unavailability or may distribute it to another Elected Member (or member of staff) of their choosing if the event organiser agrees. Otherwise, it is at the sole discretion of the event organiser, whether the invitation, or tickets, can be redistributed.

Approval Process

- Where an invitation is received to an event that is not pre-approved, it may be submitted for approval prior to the event as follows:
 - Events for the Shire President and Deputy Shire President do not need approval
 - Events for Councillors are to be approved by the Shire President
 - Events for the Chief Executive Officer are to be approved by the Shire President
- Considerations for approval of the event include:
 - Any justification provided by the applicant when the event is submitted for approval
 - The benefit to the Shire of the person attending
 - Alignment to the Shire's Strategic Community Plan or advocacy positions
 - The number of Shire representatives already approved to attend
- Where an Elected Member has an event approved through this process, and there is a fee associated with the event, then the cost of the event, will be reimbursed on request after submission of appropriate receipts.
- Where the Chief Executive Officer has an event approved through this process, and there is a fee associated with the event, then the cost of the event is to be paid for out of the Shire's relevant budget allocation.

Non-Approved Events

- Any event that is not pre-approved, is not submitted through an approval process, or is received personally, is considered a non-approved event. If the event is ticketed and the Elected Member or Chief Executive Officer pays the full ticketed price and does not seek reimbursement, then no action is required.
- If the event is ticketed and the Elected Member or Chief Executive Officer pays a discounted rate or is provided with a free ticket(s), with a discount value, then the recipient must disclose receipt of the tickets (and any other associated hospitality) within 10 days to the Chief Executive Officer (or President if the CEO) if the discount or free value is greater than \$300 for Elected Members and the CEO. This information should be captured in the Shire's Gift Register.

Conferences and Other Training Activities

- The Shire supports Elected Members and the Chief Executive Officer in attending conferences. Conferences encourage development and networking opportunities. Council maintains various policies which apply to conference and training activities of elected members.
- Organisations that desire attendance at an event by a particular person(s), such as the President, Deputy President, Elected Member, Chief Executive Officer or particular officer of the Shire, should clearly indicate that on the offer, together what is expected of that individual, should they be available, and whether the invite / offer or ticket is transferable to another Shire representative.
- Free or discounted Invitations / Offers or Tickets that are provided to the Shire without denotation as to who they are for, are be provided to the Chief Executive Officer and attendance determined by the Chief Executive Officer in liaison with the Shire President, based on relative benefit to the organisation in attending the event, the overall cost in attending the event, inclusive of travel or accommodation, availability of representatives, and the expected role of the relevant Elected Member or employee.

ASSOCIATED DOCUMENTS

Local Government Act 1995 – Section 5.90A

Local Government (Administration) Regulations 1996 r.34B