



MINUTES

Ordinary Council Meeting

20 January 2026

CONFIRMATION OF MINUTES

These Minutes have been CONFIRMED by Council as the official record for the Shire of Gingin's Ordinary Council Meeting held on 20 January 2026.

Councillor L Balcombe
SHIRE PRESIDENT

Date of Confirmation: _____

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Applicants and other interested parties should refrain from taking any action until such time as written advice is received confirming Council's decision with respect to any particular issue.

ACKNOWLEDGEMENT OF COUNTRY



The Shire of Gingin acknowledges the Yued people, the traditional owners of Yued Boodja. The Shire pays respect to Yued Elders past and present, and acknowledges emerging Yued leaders. We extend this respect to all Aboriginal people. The Shire recognises the living, dynamic culture of the Yued people and the unique contribution they make to the Gingin region on Yued Boodja.

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**MINUTES
ORDINARY COUNCIL MEETING
20 JANUARY 2026**



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ORDER OF BUSINESS

1 DECLARATION OF OPENING

The Presiding Member declared the meeting open at 6:00pm and welcomed all in attendance.

2 RECORD OF ATTENDANCE, APOLOGIES AND LEAVE OF ABSENCE

2.1 ATTENDANCE

Councillors – L Balcombe, C Hyne, R Kestel, F Peczka, L Stewart, A Vis, J Weeks, D Wilkie and N Woods

Staff – S Wildgoose (Chief Executive Officer), R Wright (Executive Manager Corporate Services), J Bayliss (Executive Manager Regulatory and Development Services), R March (Executive Manager Operations and Assets), L Burt (Coordinator Governance) and Y Moorby (Governance Support Officer/Minute Officer)

Gallery – There were 22 members of the public present in the Gallery.

2.2 APOLOGIES

Nil

2.3 LEAVE OF ABSENCE

Nil

3 DISCLOSURES OF INTEREST

Cr. Craig Hyne

Item: 19.3 Lancelin South Development Deed
Interest: Financial
Reason: I am the director of the Country Values Real Estate, which has a non-exclusive agreement with VIMG to sell vacant residential lots in the Lancelin South development.

4 PUBLIC QUESTION TIME

4.1 RESPONSES TO PUBLIC QUESTIONS PREVIOUSLY TAKEN ON NOTICE

The following questions were taken on notice by the Presiding Member at the Ordinary Council Meeting on 16 December 2025. Written responses have been provided to the questioners.

4.2.7 Kerry Butler – Gingin

Gingin Outdoor Play Area

Q1. Can the Shire look at some soap/sanitisers at the Gingin Outdoor play area?

Response by Presiding Member

Yes, this is an operational activity and has been included in our works schedule.

Q2. Can the Shire think about putting some speed signs in Honeycomb Estate?

Response by Presiding Member

The Shire is only able to install advisory and educational signs such as “Remember 50 in built up areas”. This has been added to our works schedule for installation. Regulatory and warning traffic control signs fall under the responsibility of Main Roads WA and not the Shire.

4.2.8 Megan Kolbe - Gabbadah

Moore River

Q1. Illegal digging out of sand bar at the Moore River Estuary. Who can the community contact to enforce policing of sand bar interference?

Response by Presiding Member

The Shire of Gingin may have recourse on a person excavating local government land under the *Local Government Property Local Law 2004*. Sand bar interference should be reported to the Shire Rangers.

Q2. Could the Shire investigate a solar powered security camera on the walkway or the lookout on the Guilderton foreshore to secure evidence for prosecution?

Response by Presiding Member

The Shire can investigate feasibility of CCTV on the walkway or lookout.

4.2 PUBLIC QUESTIONS

4.2.1 Martin Aldridge – Lennard Brook

Medical Centre Cleaning Costs.

Q1: I note from the List of Paid Accounts listed on the agenda for this meeting that the Shire of Gingin has incurred cleaning costs in relation to the Gingin Medical Centre, and I ask, has the Shire always incurred such costs or does this arise from the recently negotiated and executed lease renewal?

Response from Presiding Member

The cleaning costs are part of the lease renewal.

Pontoon Installation.

Q2: What is the reason for the delay in installing the much-loved Guilderton swimming pontoon, noting in previous years it has been installed in September ahead of school holidays and could consideration be given to earlier installation in future years ahead of summer and school holidays

Response from Presiding Member

The pontoon can only be installed when it is safe to do so. Late rainfall in previous years (similar to this year) has caused issues with the pontoon mooring, i.e. water levels too high. The Shire monitors the depth of water from September, and will only install once the depth of water is safe to do so. This is outside the Shire's control.

Long Term Financial Planning.

Q3: Noting that budget deliberations will likely commence very soon, if not already, what progress has the Shire of Gingin made in formalising and adopting a Long Term Financial Plan, consistent with all neighbouring Local Governments and the sector more broadly?

Response from Presiding Member

There is no intention of changing the Shire's practice regarding the Long Term Financial Plan this financial year. The corporate business plan is under review and may include more financial information than previous years.

4.2.2 Kate Lane – Neergabby

Charges Against an Associate of a Councillor

Q1: An announcement made on the 7 January 2026 stated charges have been laid against a member of the public regarding matters impacting one or more of the Shire's Councillors, in such circumstances any Councillor having close associations with the person charged would be expected to recuse themselves from Council until the court proceedings are finalised. It appears that this has not occurred. Could the Council explain why?

Response from Presiding Member

The charge you are referring to is a criminal charge that is currently before the Court and therefore cannot be spoken about. There is no requirement under the Local Government Act for me to stand down.

Q2: The announcement indicates that Council may not have been functioning cohesively and is in disarray and unable to act in the best interest of the community. Under these circumstances would it not be preferable to place the Shire in Administration, pending any outcomes of any investigations?

Response from Presiding Member

That would be up to the Department if they felt there was a need. There is nothing we can do about that at this moment.

Q3: Due to these recent events, how can the Shire residents have confidence the decisions reached by Council are unbiased based on fair and even handed consideration and are not influenced by outside interference and personal prejudice?

Response from Presiding Member

All Councillors take an Oath to uphold their position as Councillors and to look at each item that comes to Council and treat it respectfully as it should be. I think nothing has changed, we will move forward, and we will make decisions based on the community and what we can do best for the community.



4.2.3 Meagan Kolbe – Gabbadah

Hate Speech Against Councillors

Q1: The organised level of harassment abuse, bullying and hate-speech by a linked group of community members within this Shire towards Cr Lincoln Stewart has made the job of the Councillor one of constant fear and stress and has now spread to anyone who has similar morals, values and opinions. What is the Shire and Council doing to make this a safe and ethical workplace for Councillors who speak for all rate payers and residents not just their mates?

Response from Presiding Member

All Councillors have these issues, all Councillors get harassed as public figures. We have to look after each other. We have had a meeting today to discuss this and there is an employment assistance program we can contact if we have an issue. There are things in place such as the Code of Conduct that we can use to protect ourselves. We discussed today that we are a team and we are a team that is going to do the best for the Shire.

Guilderton Road Upgrade

Q2: When is the Guilderton Road assessment and upgrade going to be undertaken, as it is becoming increasingly dangerous with potholes? It is my understanding if the road is dangerous the Shire can apply for Australian Federal funding.

Response from Executive Manager Operations and Assets

In this financial year a design is underway with the intention to put something forward for the next financial year, but that will be subject to the budget process. Unfortunately, the grant funding you are talking about, wouldn't be available until the year after next.

School Bus Services for Sovereign Hill

Q3: Can the Shire assist with residents of Sovereign Hill, who choose to send their children to Lancelin Primary School push for the school bus to allow all Coastal and Lower Coastal residents' children access to the school bus service from Redfield Park?

Response from Presiding Member

No, not really.

Response from CEO

The school bus service is a commercial entity and bus routes are designed based on profit margin, engagement with the Department of Education and the schools and availability. I can have a conversation, but I can't say to you we can influence what they do

4.2.4 Darryl Butler - Gingin

Guilderton Caravan Park

Q1: How much longer does the lease with Belgravia run?

Response from CEO

Essentially, we don't have a lease with Belgravia. The Park isn't leased, we contract the management of the site to them as a contractor. The model we've been exploring, and which we saw expressions of interest in, is to transition the management potentially to a lease model. Currently, we employ them as contractors to manage the site. In June/July last year there was a Council resolution essentially to give them a two year extension on their August end date. Essentially they have a two year extension under their contract to allow us to go through this process around potentially leasing the site out to someone to manage and it also gives us clauses within that to manage the relationship if that happens sooner. If not we can go and have a look at another model but we have time.

Q2: What is the Shire's intention and forward plans for the Guilderton Caravan Park, is there any plans of taking it back under Shire control, installing a caretaker model.

Response from Presiding Member

We are looking at all options, seeing what the best option for the Caravan Park is. That option hasn't been ruled out. We have consultants looking at what our best option would be.

Q3: When there is a decision or direction taken will it be released to the public, for public comment over a period of time, or simply come to a Council meeting where it will be passed or rejected?

Response from CEO

If it is going to be a lease model, that is what they call a Major Land Transaction under the Local Government Act and therefore we would have to develop a business case that aligns with that. We would have to advertise as part of that major land transaction process prior to it coming to Council. It would go for public comment, based on that requirement. If it was an extension of the existing contract model you might potentially find that may or may not happen. There's components where we have to put it out for a certain amount of time, there are other things where at this stage it may or may not be a

decision of Council to put it out for comment, however, depending on how it goes, there might have been a number of layers to go through to say actually this is not viable, that is not viable, so that the end result may be this is the most viable outcome regardless.

The Executive Manager Operations and Assets left the meeting at 6:15pm

4.2.5 Kerry Butler - Gingin

Wannamal Road South Tip

Q1: The rubbish tip off Wannamal Road South is it owned by the Shire?

Response from CEO

It is in our Shire, and it is privately owned and commercially operated.

Q2: Who and what dumps rubbish there?

Response from CEO

A private operator of a landfill has to go through a vigorous assessment process. It is my understanding that companies out of the metro area are bringing waste out there.

Q3: I believe that the dumping of the rubbish was done during a total movement ban, and apparently one of the trucks may have started a fire. Where do we sit with dumping rubbish in a tip in our Shire, when there is a total movement ban off the road into a tip or is that something different that I don't know about?

Response from Presiding Member

Taken on notice

The Executive Manager Operations and Assets returned to the meeting at 6:18pm

5 PUBLIC STATEMENT TIME

Unlike Public Question Time, Public Statement Time is not a requirement under the *Local Government Act 1995* and is not listed in the Order of Business as set out in the Shire of Gingin Meeting Procedures Local Law 2014.

Public Statement Time was introduced at the Ordinary Council Meeting (OCM) on 20 February 2024 on a trial basis to provide an additional opportunity for the public to address Council. At its OCM on 15 October 2024 Council resolved that statements made during Public Question Time must relate to matters listed on the agenda for the meeting, and that practice has continued. No final decision has been made as to whether Public Statement Time will become a permanent part of Council's meeting procedures.

As part of ongoing local government reform measures, the State has previously flagged that model meeting procedures will be drafted which every local government in Western Australia will be required to adopt. There is currently no indication as to what the model procedures will require, and therefore there is no benefit to be gained by undertaking a formal amendment of the Shire's Meeting Procedures Local Law to include Public Statement Time as part of the Order of Business. In the interim, Council will continue to agree to include Public Statement Time at each council meeting.

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Weeks **SECONDED:** Councillor Vis

That Council resolve to amend the order of business for the meeting to include Public Statement Time.

CARRIED UNANIMOUSLY
9 / 0

FOR: *Councillor Balcombe, Councillor Hyne, Councillor Kestel, Councillor Peczka, Councillor Stewart, Councillor Vis, Councillor Weeks, Councillor Wilkie and Councillor Woods*

AGAINST: *Nil*

6 PETITIONS

Nil

7 APPLICATIONS FOR LEAVE OF ABSENCE

Nil

8 CONFIRMATION OF MINUTES

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Kestel **SECONDED:** Councillor Woods

That Council confirm:

1. The Minutes of the Ordinary Council Meeting held on 16 December 2025 as a true and accurate record, noting the following errors which have now been corrected:
 - a. In Item 13.2 Shire of Gingin Control of Vehicles (Off-road Areas) Amendment Local Law 2026, the appended local law contained the following errors:

- i. The local law title referenced 2024 rather than 2026, which is when gazettal will occur;
- ii. The date of adoption in the enabling clause referenced 2024 instead of 2025;
- iii. In cl. 1 Citation, the title of the local law referenced 2024 instead of 2026.
- iv. In the sealing clause at the end of the local law:
 - I. The date of application of the Seal referenced 2024 instead of 2025;
 - II. The President's name was incorrectly shown as Councillor Wayne Fewster (the previous President) instead of Councillor Linda Balcombe; and
 - III. The CEO's name was incorrectly shown as Aaron Cook (the previous CEO) instead of Scott Wildgoose;

b. In Item 19.4 Annual CEO Contract Review:

- i. The seconder for the second amendment motion was incorrectly shown as Cr Weeks instead of Cr Wilkie; and
- ii. The ultimate Council Resolution did not show the mover and seconder details; and

2. The Minutes of the Special Council Meeting held on 24 December 2025.

CARRIED UNANIMOUSLY
9 / 0

FOR: *Councillor Balcombe, Councillor Hyne, Councillor Kestel, Councillor Peczka, Councillor Stewart, Councillor Vis, Councillor Weeks, Councillor Wilkie and Councillor Woods*

AGAINST: *Nil*

9 ANNOUNCEMENTS BY THE PRESIDING MEMBER

Official Report

17th December 2025 - Attended the Gingin District High School awards ceremony with the CEO.

18th December 2025 - Judged the Woodridge Christmas Gates competition, some amazing designs and great community contributions.

19th December 2025 - Attended the SAT (State Administrative Tribunal) hearing via TEAMS for the Mint Renewables Development Application.

14th January 2026 - Interviewed by 6PR - tourism promotion- I took them on a drive from Gingin to Lancelin and spoke about our wonderful towns.

19 January 2026 - Interviewed by GWN on the RMI for the last quarter and the Shire of Gingin being in the top 5 Local Governments in the country for city people moving to the regions.

10 UNRESOLVED BUSINESS FROM PREVIOUS MEETINGS

Nil

11 QUESTIONS BY MEMBERS OF WHICH DUE NOTICE HAS BEEN GIVEN

Nil

12 REPORTS - OFFICE OF THE CEO

Nil

13 REPORTS - CORPORATE SERVICES

13.1 LEASE RENEWALS BETWEEN THE SHIRE OF GINGIN AND GINGIN SCOUT GROUP, DENIM AND LACE BARREL RACING, GINGIN CAMPDRAFT INC AND WA CUTTING HORSE ASSOCIATION

File	A6039
Author	Bethwyn Innes - Executive Assistant to EMCCS
Reporting Officer	Rachael Wright - Executive Manager Corporate Services
Refer	Nil
Appendices	<ol style="list-style-type: none">1. Equestrian Grounds lease map [13.1.1 - 1 page]2. Community Lease Template - New (003) [13.1.2 - 44 pages]

DISCLOSURES OF INTEREST

Nil

PURPOSE

To consider the renewal of a five year lease, with a five year renewal option, between the Shire of Gingin over separate portions of Lots 51 and 52 Racecourse Road, Coonabidgee with the following community groups (the Groups):

- Scout Association of Australia WA Branch (GGSG);
- Denim and Lace Barrel Racing (DLBR);
- Gingin Campdraft Inc (GGCA); and
- Western Australian Cutting Horse Association (WACHA).

BACKGROUND

The Equestrian Grounds (the Grounds), located at Lots 51 and 52 Racecourse Road Coonabidgee, accommodate several community groups including the DLBR, GGSC, WACHA and GGCA, all of which share a common area (see appendices for reference). The common area allows access to shared toilet and kitchen (BBQ) facilities. The Groups have demonstrated a collective commitment to maintaining and improving the facilities, ensuring the Grounds remain safe, functional and well presented. Recent activities have included weed control, mowing, whipper-snipping, repair of yards and ramps, cleaning of animal yards, spreading gravel in high-use areas, general site tidying and planting native trees to provide future shade. The coordination of annual events attracting

regional participation further reflects the groups' ongoing efforts to support the upkeep and activation of the Grounds.

All current lease agreements between the Shire and the Groups expired on 31 August 2025. In accordance with the terms of the respective leases, the leases have continued on a periodic holding over basis pending the negotiation of the new agreements.

Progress on three of the four lease renewals was delayed due to staff shortages within the Shire's leasing management area. Administration has now finalised new lease agreements with the remaining three groups, following a review of the standard peppercorn lease template (see **appendices**) to reflect the Shire's updated administrative practices. The updated lease format will also be applied to other community group lease renewals to maintain equity and administrative consistency across similar arrangements.

It should be noted that the lease for the WACHA was negotiated and executed in July 2025, however Council approval was not sought prior to execution. Administration now seeks Council's retrospective endorsement of this lease renewal.

COMMENT

During the negotiation process with the remaining three groups, Administration identified the need to amend several sections of the standard lease template to better align with the Shire's operational requirements. No clauses have been deleted from the body of the lease, however certain provisions have been noted as "Not Applicable" within the schedule for clarity.

A Utility and Services table has been included in the schedule to clearly define outgoing responsibilities and references to repainting timeframes have been noted as not applicable as they are not required. The revised lease also returns to a more formal legal format to provide greater clarity regarding the respective responsibilities of the Lessor and each separate Lessee.

Additional updates to the lease schedule include:

1. Reference to Building bond has been removed, as the bond has historically never been enforced.
2. Reference to supply of income from hire charges has been removed, as this requirement has historically never been enforced.
3. Further clarity has been provided surrounding responsibilities while using the common area.
4. Further clarity has been provided surrounding responsibilities when requiring the use of the common area for overnight camping

Two of the three remaining groups have reviewed the draft lease, and have confirmed agreement to the proposed terms and conditions. Administration is waiting for a response from the GGSG as to their agreement to draft terms but it is anticipated that this will be forthcoming based on conversations to date. A summary of the essential terms is listed below for Council's information, noting that each lease is the same, in the same template (see **Appendices**) except for the Groups' respective names.

Land	Lot 51 on Diagram 3491 being the whole of the land comprised in Certificate of Title Volume 1000 Folio 922
Premises	That part of the Land relevant to each Group (see Appendix 1)
Term	5 years commencing on 1 September 2025
Further Term	5 years commencing on 1 September 2030
Expiry	31 August 2035
Rent	Peppercorn
Purpose	Social and Recreational activities and uses reasonably ancillary thereto.
Public Liability	\$20 million
Special Conditions	<ul style="list-style-type: none">• Casual hire allowable in accordance with lease purpose listed above.• Fire prevention and liability measures.• Access road remains open.• Shared access with other groups for the Common Area comprising the large multi-purpose shed, toilet block, bore, generator and car parking area.

The expiry date of the remaining three leases will coincide with the expiration of the already executed WACHA lease to ensure equity and consistency for future negotiations with all four groups.

RISK IMPLICATIONS

Entering into the new lease agreement format with the Groups reduces compliance risk to ensure the current obligations by all parties and correct lease areas are documented appropriately.

Retrospective approval for the WACHA lease further ensures that the existing policy for execution of documents has been met.

STATUTORY/LOCAL LAW IMPLICATIONS

Local Government Act 1995

Part 3 – Functions of local governments

Division 3 – Executive functions of local governments

Section 3.58 – Disposing of property

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Local Government (Functions and General) Regulations 1996

Part 6 – Miscellaneous

Clause 30 – Dispositions of property

POLICY IMPLICATIONS

Policy 2.33 Execution of Documents

Peppercorn leases to community groups are Category 2 documents under Policy 2.33, and therefore affixing of the Common Seal is not required.

BUDGET IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2024-2034

Aspiration	3. Planning & Sustainability - Plan for Future Generations
Strategic Objective	3.3 Planning & Land Use - Plan the use of the land to meet future requirements, incorporating economic development objectives and community amenity.

VOTING REQUIREMENTS - SIMPLE MAJORITY

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Vis SECONDED: Councillor Weeks

That Council:

1. Agree to enter into separate lease agreements between the Shire of Gingin and the following community groups:
 - Scout Association of Australia WA Branch (GGSG);
 - Denim and Lace Barrel Racing (DLBR);
 - Gingin Campdraft Inc (GGCA); and
 - Western Australian Cutting Horse Association (WACH)for a portion of Lots 51 and 52 Racecourse Road, Coonabidgee, for a period of five years with an expiry date of 31 August 2030 and with a further five year term option; and

2. Authorise the Chief Executive Officer to negotiate and progress the execution of the leases referenced in Item 1. and to sign the lease documents on Council's behalf.

CARRIED UNANIMOUSLY
9 / 0

FOR: *Councillor Balcombe, Councillor Hyne, Councillor Kestel, Councillor Peczka, Councillor Stewart, Councillor Vis, Councillor Weeks, Councillor Wilkie and Councillor Woods*

AGAINST: *Nil*



LEGEND	
	GINGIN CAMPDRAFT INC. Leased Area 118,111.4m ²
	GINGIN SCOUTS Leased Area 25,982m ²
	WA CUTTING HORSE ASSOC. Leased Area 13,754m ² + 3,380m ²
	DENIM & LACE BARREL RACING INC. Leased Area 12,462m ²
	COMMON AREA Common Area 16,900m ² and 11,991m ²

Lease - [insert land
description]

Shire of Gingin

[Insert Lessee's details]

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Details

Parties

Shire of Gingin

of PO Box 510, Gingin, Western Australia 6503
(Lessor)

[Insert name of Lessee]

of **[insert address]**
(Lessee)

Background

- A The Lessor has care, control and management of the Land pursuant to the Management Order.
- B Subject to the prior written approval of the Minister for Lands, the Lessor has agreed to lease and the Lessee has agreed to take a lease of the Premises upon the terms and conditions contained in this Deed.

Agreed terms

1. Definitions

In this Lease, unless otherwise required by the context or subject matter:

Amounts Payable means the Rent and any other money payable by the Lessee under this Lease;

Authorised Person means:

- (a) an agent, employee, licensee or invitee of the Lessor; and
- (b) any person visiting the Premises with the express or implied consent of any person mentioned in paragraph (a);

CEO means the Chief Executive Officer for the time being of the Lessor or any person appointed by the Chief Executive Officer to perform any of her or his functions under this Lease;

Commencement Date means the date of commencement of the Term specified in **Item 4** of the Schedule;

Contaminated Sites Act means the *Contaminated Sites Act 2003 (WA)*;

Contamination has the same meaning as the word “contaminated” in the Contaminated Sites Act;

CPI means the Consumer Price Index (All Groups) Perth number published from time to time by the Australian Bureau of Statistics;

Encumbrance means a mortgage, charge, lien, pledge, easement, restrictive covenant, writ, warrant or caveat and the claim stated in the caveat;

Further Term means each further term specified in **Item 3** of the Schedule;

Good Repair means good and substantial tenantable repair and in clean, good working order and condition;

Interest Rate means the rate at the time the payment falls due being 2% greater than the Lessor's general overdraft rate on borrowings from its bankers on amounts not exceeding \$100,000.00;

Land means the land described at **Item 1(a)** of the Schedule;

Lease means this deed as supplemented, amended or varied from time to time;

Lessee's Agents includes:

- (a) the sublessees, employees, agents, contractors, invitees and licensees of the Lessee; and
- (b) any person on the Leased Premises by the authority of a person specified in paragraph (a);

Lessee's Covenants means the covenants, agreements and obligations set out or implied in this Lease or imposed by law to be performed and observed by any person other than the Lessor;

Lessor's Covenants means the covenants, agreements and obligations set out or implied in this Lease, or imposed by law to be observed and performed by the Lessor;

Management Order means the management order [insert number] made under section 46 of the *Land Administration Act 1997*, under which the Land was vested in the Lessor to be held for the purpose of [insert purpose];

Notice means each notice, demand, consent or authority given or made to any person under this Lease;

Party means the Lessor or the Lessee according to the context;

Permitted Purpose means the Permitted Purpose stated at **Item 7** of the Schedule;

Premises means the premises described at **Item 1(b)** of the Schedule;

Rent means the rent specified in **Item 5** of the Schedule;

Schedule means the Schedule to this Lease;

Term means the term of years specified in **Item 2** of the Schedule and any Further Term; and

Termination means expiry by effluxion of time or sooner determination of the Term or any period of holding over.

2. Interpretation

In this Lease, unless expressed to the contrary:

- (a) words importing:
 - (i) the singular includes the plural and vice versa; and
 - (ii) a gender or genders include each other gender;
- (b) if a word or phrase is assigned a particular meaning, other grammatical forms of that word or phrase have a corresponding meaning;
- (c) a reference to:
 - (i) a natural person includes a body corporate or local government;
 - (ii) a body corporate or local government includes a natural person;
 - (iii) a professional body includes a successor to or substitute for that body;
 - (iv) a Party includes its legal personal representatives, successors and assigns and if a Party comprises two or more persons, the legal personal representatives, successors and assigns of each of those persons;
 - (v) a statute, includes an ordinance, code, regulation, award, town planning scheme, regulation, local law, by-law, requisition, order or other statutory instruments made under any of them and a reference to any of them, whether or not by name, includes any amendments to, re-enactments of or replacements of any of them from time to time in force;
 - (vi) a right includes a benefit, remedy, discretion, authority or power;

- (vii) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
- (viii) this Lease or provisions of this Lease or any other deed, agreement, instrument or contract includes a reference to:

 - (ix) both express and implied provisions; and
 - (x) that other deed, agreement, instrument or contract as varied, supplemented, replaced or amended;
 - (xi) writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions;
 - (xii) any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them; and
 - (xiii) a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure is a reference to, respectively, a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure of this Lease;

- (d) the covenants and obligations on the part of the Lessee not to do or omit to do any act or thing include:
 - (i) covenants not to permit that act or thing to be done or omitted to be done by a Lessee's Agent; and
 - (ii) a covenant to take all reasonable steps to ensure that that act or thing is not done or omitted to be done;
- (e) the meaning of general words or phrases is not limited by specific examples introduced by 'including', 'for example' or similar expressions; and
- (f) if a Party comprises two or more persons, the covenants and agreements on their part bind them and must be observed and performed by them jointly and each of them severally, and may be enforced against any one or more of them.

3. Approval of the Minister for Lands

This Lease is subject to and conditional on the prior approval of the Minister for Lands under section 18 of the *Land Administration Act 1997*. A copy of the Minister's approval is annexed hereto as **Annexure 2**. **[If Lease of Freehold land state 'Not used']**

4. Grant of lease

Subject to clause 3 of this Lease, the Lessor leases to the Lessee the Premises for the Term subject to:

- (a) all Encumbrances;
- (b) the payment of the Amounts Payable; and
- (c) the performance and observance of the Lessee's Covenants.

5. Quiet enjoyment

Except as provided in the Lease, for so long as the Lessor is the management body of the Premises under the Management Order, and subject to the performance and observance of the Lessee's Covenants the Lessee may quietly hold and enjoy the Premises during the Term without any interruption or disturbance from the Lessor or persons lawfully claiming through or under the Lessor.

6. Rent and other payments

The Lessee covenants with the Lessor:

6.1 Rent

To pay to the Lessor the Rent in the manner set out at **Item 5** of the Schedule on and from the Commencement Date clear of any deductions.

6.2 Outgoings

- (1) To pay to the Lessor or to such person as the Lessor may from time to time direct punctually all the following outgoings or charges, assessed or incurred in respect of the Premises:
 - (a) local government rates, specified area rates, taxes, service and other charges and including charges for rubbish and garbage removal;
 - (b) water, drainage and sewerage rates, charges for disposal of stormwater, meter rent and excess water charges;
 - (c) telephone, electricity, gas and other power and light charges including but not limited to meter rents and the cost of installation of any meter, wiring, internet connections or telephone connection;
 - (d) land tax and metropolitan regional improvement tax on a single ownership basis;
 - (e) premiums, excess and other costs arising from the insurance obtained by the Lessor pursuant to **clause 8.2**. For the avoidance of doubt, the parties agree:
 - (i) that if such premium or cost does not include a separate assessment or identification of the Premises or the Land, the Lessee must pay a proportionate part of such premium or cost determined by the Lessor acting reasonably; and
 - (ii) such insurance will include insurance for the full replacement value of buildings; and
 - (iii) any other consumption charge or cost, statutory impost or other obligation incurred or payable by reason of the Lessee's use and occupation of the Premises.

- (2) If the Premises are not separately charged or assessed the Lessee will pay to the Lessor a proportionate part of any charges or assessments referred to in **clause 6.2(1)** being the proportion that the Premises bears to the total area of the land or premises included in the charge or assessment.

6.3 Interest

Without affecting the rights, power and remedies of the Lessor under this Lease, to pay to the Lessor interest on demand on any Amounts Payable which are unpaid for 7 days computed from

the due date for payment until payment is made and any interest payable under this paragraph will be charged at the Interest Rate.

6.4 Costs

- (1) To pay to the Lessor on demand:
 - (a) all duty, fines and penalties payable under the *Duties Act* 2008 and other statutory duties or taxes payable on or in connection with this Lease;
 - (b) all registration fees in connection with this Lease; and
 - (c) all legal costs of and incidental to the instructions for the preparation, execution and stamping of this Lease and all copies.
- (2) To pay to the Lessor all costs, legal fees, disbursements and payments incurred by or for which the Lessor is liable in connection with or incidental to:
 - (a) the Amounts Payable or obtaining or attempting to obtain payment of the Amounts Payable under this Lease;
 - (b) any breach of covenant by the Lessee or the Lessee's Agents;
 - (c) the preparation and service of a notice under Section 81 of the *Property Law Act* 1969 requiring the Lessee to remedy a breach even though forfeiture for the breach may be avoided in a manner other than by relief granted by a Court;
 - (d) any work done at the Lessee's request; and
 - (e) any action or proceedings arising out of or incidental to any matters referred to in this **clause 6.4** or any matter arising out of this Lease.

6.5 Accrual of amounts payable

Amounts Payable accrue on a daily basis.

7. Rent Review

7.1 Rent to be Reviewed

The Rent will be reviewed on and from each Rent Review Date to determine the Rent to be paid by the Lessee until the next Rent Review Date.

7.2 Methods of Review

The review will be either based on CPI or a Market Review. The basis for each rent review is as identified for each Rent Review Date in **Item 6** of the Schedule.

7.3 CPI Review

A rent review based on CPI will increase the amount of Rent payable during the immediately preceding period by the percentage of any increase in CPI having regard to the quarterly CPI published immediately prior to the later of the Commencement Date or the last Rent Review Date as the case may be and the quarterly CPI published immediately prior to the relevant Rent Review Date. If there is a decrease in CPI having regard to the relevant CPI publications the Rent payable from the relevant Rent Review Date will be the same as the Rent payable during the immediately preceding period. Should the CPI be discontinued or suspended at any time or its method of computation substantially altered, the parties shall endeavour to agree upon the substitution of the

CPI with an equivalent index, or failing agreement by the parties, the substitution shall be made by a Valuer appointed in accordance with **clause 7.4**.

7.4 Market Rent Review

- (1) A rent review based on market rent will establish the current market rent for the Premises (which will not be less than the Rent payable in the period immediately preceding the Rent Review Date) by agreement between the parties and failing agreement, will be determined in accordance with the following provisions.
- (2) If agreement as to the substitution of the CPI with an equivalent index for the Premises is not reached at least one (1) month prior to the relevant Rent Review Date then the current market rent for the Premises will be determined at the expense of the Lessee by a valuer (**Valuer**) licensed under the *Land Valuers Licensing Act 1978*, to be appointed, at the request of either party, by the President for the time being of the Australian Property Institute (Western Australian Division) (or if such body no longer exists, such other body which is then substantially performing the functions performed at the Commencement Date by that Institute).
- (3) The Valuer will act as an expert and not as an arbitrator and his or her decision will be final and binding on the parties. The parties will be entitled to make submissions to the Valuer.
- (4) In this **clause 7**, “current market rent” means the rent obtainable for the Premises in a free and open market if the Premises was unoccupied and offered for rental for the use for which the Premises is permitted pursuant to this Lease and on the same terms and conditions contained in this Lease, BUT will not include:
 - (a) any improvements made or effected to the Premises by the Lessee; and
 - (b) any rent free periods, discounts or other rental concessions.

7.5 Rent will not decrease

Notwithstanding the provisions in this clause, the Rent payable from any Rent Review based on CPI Review will not be less than the Rent payable in the period immediately preceding such Rent Review Date.

7.6 Lessor's right to review

The Lessor may institute a rent review notwithstanding the Rent Review Date has passed and the Lessor did not institute a rent review on or prior to that Rent Review Date, and in which case the Rent agreed or determined shall date back to and be payable from the Rent Review Date for which such review is made.

8. Insurance

8.1 Insurance required

The Lessee must effect and maintain with insurers approved by the Lessor (noting the Lessor's and the Lessee's respective rights and interest in the Premises) for the time being:

- (a) adequate public liability insurance for a sum not less than the sum set out at **Item 8** of the Schedule in respect of any one claim or such greater amount as the Lessor may from time to time reasonably require;
- (b) insurance against all risks as the Lessor may require, of all plate glass windows, doors and display show cases forming part of or within the Premises for a sum which is not less than its full insurable value;

- (c) insurance to cover the Lessee's fixtures, fittings, equipment and stock against loss or damage by fire, fusion, smoke, lightning, flood, storm, tempest, earthquake, sprinkler leakage, water damage and other usual risks against which a Lessee can and does ordinarily insure in their full replacement value, and loss from theft or burglary;
- (d) employers' indemnity insurance including workers' compensation insurance in respect of all employees of the Lessee employed in, about or on the Premises; and
- (e) any other policy of insurance which the Lessor may reasonably require or specify from time to time.

8.2 Building Insurance to be effected by Lessor

The Lessor shall effect and keep effected insurance to the full insurable value on a replacement or reinstatement value basis of the Premises against damage arising from fire, tempest, storm, earthquake, explosion, aircraft, or other aerial device including items dropped from any device, riot, commotion, flood, lightning, act of God, fusion, smoke, rainwater, leakage, impact by vehicle, machinery breakdown and malicious acts or omissions and other standard insurable risks and the Lessee will reimburse the Lessor for any premiums, excess or other costs arising therefrom.

8.3 Details and receipts

In respect of the insurances required by **clause 8.1** the Lessee must:

- (a) upon renewal of any insurance policy immediately forward to the Lessor copies of Certificates of Currency and details of the insurances as held by the Lessee;
- (b) promptly pay all premiums and produce to the Lessor each policy or certificate of currency and each receipt for premiums or certificate of currency issued by the insurers; and
- (c) notify the Lessor immediately:
 - (i) when an event occurs which gives rise or might give rise to a claim under or which could prejudice a policy of insurance; or
 - (ii) when a policy of insurance is cancelled.

8.4 Payment of excess on insurance

The Lessee AGREES with the Lessor that it shall be responsible to pay any excess payable in connection with the insurances referred to in **clause 8.1** and **clause 8.2**.

8.5 Not to invalidate

The Lessee must not do or omit to do any act or thing or bring or keep anything on the Premises which might:

- (a) render any insurance effected under **clause 8.1** and **clause 8.2** on the Premises, or any adjoining premises, void or voidable; or
- (b) cause the rate of a premium to be increased for the Premises or any adjoining premises (except insofar as an approved development may lead to an increased premium).

8.6 Report

Each Party must report to the other promptly in writing and in an emergency verbally:

- (a) any damage to the Premises of which they are or might be aware; and
- (b) any circumstances of which they are aware and which are likely to be a danger or cause any damage or danger to the Premises or to any person in or on the Premises.

8.7 Settlement of claim

The Lessor may, but the Lessee may not without prior written consent of the Lessor, settle or compromise any claims under any policy of insurance required by **clause 8.1** and **clause 8.2**.

8.8 Lessor as attorney

The Lessee irrevocably appoints the Lessor as the Lessee's attorney during the Term:

- (a) in respect to all matters and questions which may arise in relation to any insurances required by **clause 8.1** and **clause 8.2**;
- (b) with full power to demand, sue for and recover and receive from any insurance company or society or person liable to pay the insurance money as are payable for the risks covered by the insurances required by **clause 8.1** and **clause 8.2**;
- (c) to give good and effectual receipts and discharges for the insurance; and
- (d) to settle, adjust, arbitrate and compromise all claims and demands and generally to exercise all powers of absolute owner.

9. Indemnity

9.1 Lessee responsibilities

- (1) The Lessee is subject to the same responsibilities relating to persons and property to which the Lessee would be subject if during the Term the Lessee were the owner and occupier of the freehold of the Premises.
- (2) The Lessee is responsible and liable for all acts or omissions of the Lessee's Agents on the Premises and for any breach by them of any covenants or terms in this Lease required to be performed or complied with by the Lessee.

9.2 Indemnity

- (1) The Lessee indemnifies, and shall keep indemnified, the Lessor and the Minister for Lands from and against all actions, claims, costs, proceedings, suits and demands whatsoever which may at any time be incurred or suffered by the Lessor or the Minister for Lands, or brought, maintained or made against the Lessor, in respect of:
 - (a) any loss whatsoever (including loss of use);
 - (b) injury or damage of, or to, any kind of property or thing; and
 - (c) the death of, or injury suffered by, any person,

caused by, contributed to, or arising out of, or in connection with, whether directly or indirectly:

- (d) the use or occupation of the Premises by the Lessee or the Lessee's Agents;
- (e) any work carried out by or on behalf of the Lessee on the Premises;

- (f) the Lessee's activities, operations or business on, or other use of any kind of, the Premises;
- (g) the presence of any Contamination, pollution or environmental harm in on or under the Premises or adjoining land caused or contributed to by the act, neglect or omission of the Lessee or the Lessee's Agents;
- (h) any default by the Lessee in the due and punctual performance, observance and compliance with any of the Lessee's covenants or obligations under this Lease; or
- (i) an act or omission of the Lessee.

9.3 Obligations Continuing

The obligations of the Lessee under this clause:

- (a) are unaffected by the obligation of the Lessee to take out insurance, and the obligations of the Lessee to indemnify are paramount, however if insurance money is received by the Lessor for any of the obligations set out in this clause then the Lessee's obligations under **clause 9.2** will be reduced by the extent of such payment;
- (b) continue after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

9.4 No indemnity for Lessor's negligence

The parties agree that nothing in this clause shall require the Lessee to indemnify the Lessor, its officers, servants, or agents against any loss, damage, expense, action or claim arising out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

9.5 Release

- (1) The Lessee:
 - (a) agrees to occupy and use the Premises at the risk of the Lessee; and
 - (b) releases to the full extent permitted by law, the Lessor and the Minister for Lands from:
 - (i) any liability which may arise in respect of any accident or damage to property, the death of any person, injury to any person, or illness suffered by any person, occurring on the Premises or arising from the Lessee's use or occupation of the Premises by;
 - (ii) loss of or damage to the Premises or personal property of the Lessee; and
 - (iii) all claims, actions, loss, damage, liability, costs and expenses arising from or connected with (directly or indirectly) the presence of any Contamination, Pollution or Environmental Harm in, on or under the Premises or surrounding area,

except to the extent that such loss or damage arises out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

- (2) The release by the Lessee continues after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

10. Limit of Lessor's liability

10.1 No liability for loss on Premises

The Lessor will not be liable for loss, damage or injury to any person or property in or about the Premises however occurring.

10.2 Limit on liability for breach of Lessor's covenants

- (1) The Lessor is only liable for breaches of the Lessor's Covenants set out in this Lease which occur while the Lessor is vested with care, control and management of the Land.
- (2) The Lessor will not be liable for any failure to perform and observe any of the Lessor's Covenants due to any cause beyond the Lessor's control.

11. Maintenance, repair and cleaning

11.1 Generally

- (1) The Lessee AGREES during the Term and for so long as the Lessee remains in possession or occupation of the Premises to maintain, replace, repair, clean and keep the Premises (which for the avoidance of doubt includes the Lessor's fixtures and fittings and any appurtenances) in Good Repair having regard to the age of the Premises at the Commencement Date.
- (2) Without detracting from subclause (1), the Lessee shall comply with the Maintenance and Cleaning Schedule annexed as **Annexure 3**.
- (3) In discharging the obligations imposed on the Lessee under this subclause, the Lessee shall where maintaining, replacing, repairing or cleaning:
 - (a) any electrical fittings and fixtures;
 - (b) any plumbing;
 - (c) any air-conditioning fittings and fixtures; and
 - (d) any gas fittings and fixtures,

in or on the Premises use only licensed trades persons, or such trades persons as may be approved by the Lessor and notified to the Lessee, which approval shall not be unreasonably withheld.

- (4) The Lessee must take such reasonable action as is necessary to:

- (a) prevent, if it has occurred as a result of the Lessee's use of the Premises; and
 - (b) rectify or otherwise ameliorate,

the effects of erosion, drift or movement of sand, soil, dust or water on or from the Premises.

11.2 Cleaning

The Lessee must at all times keep the Premises clean, tidy, unobstructed and free from dirt and rubbish.

11.3 Repair

Unless such damage is the Lessor's responsibility pursuant to the terms of the Lease, the Lessee must promptly repair at its own expense to the satisfaction of the Lessor, any damage to the Premises, regardless of how the damage is caused and replace any of the Lessor's fixtures and fittings which are or which become damaged.

11.4 Responsibility for Securing the Premises

The Lessee must ensure the Premises, including Lessor's and Lessee's fixtures and fittings, are appropriately secured at all times.

11.5 Maintain surroundings

- (1) The Lessee must regularly inspect and maintain in good condition any part of the Premises which surrounds any buildings, including but not limited to any flora, gardens, lawns, shrubs, hedges and trees.
- (2) The Lessee agrees that any pruning of trees must be undertaken by a qualified tree surgeon.
- (3) If any flora, trees or lawn dies the Lessee must replace the flora, trees or lawn at its own expense.
- (4) The Lessee must plant and care for such trees on the Premises as the Lessor may from time to time reasonably require.
- (5) The Lessee may not remove any trees, shrubs or hedges without first consulting with and obtaining the approval of the Lessor, except where necessary for urgent safety reasons.

11.6 Lessor's Fixtures and Fittings

The Lessee covenants and agrees that the Lessor's Fixtures and Fittings will remain the property of the Lessor and must not be removed from the Premises at any time.

11.7 Pest control

The Lessee must keep the Premises free of any pests and vermin and the cost of extermination will be borne by the Lessee.

11.8 Painting

- (1) The Lessee must on or before each repainting date as stated in **Item 9** of the Schedule paint with at least 2 coats of paint those parts of the Premises usually painted internally.
- (2) All painting carried out on the Premises must be carried out by a registered painting contractor and the registered painting contractor or other person engaged by the Lessee to paint the Premises must:
 - (a) do so in a proper manner using good quality materials;
 - (b) have the colour and quality of the materials approved in writing by the Lessor before the work commences;
 - (c) comply with all reasonable directions given or requests made by the Lessor; and
 - (d) be finished in a proper and workmanlike manner.

11.9 Drains

- (1) The Lessee must keep and maintain the waste pipes drains and conduits originating in the Premises or connected thereto in a clean clear and free flowing condition and must pay to the Lessor upon demand the cost to the Lessor of clearing any blockage which may occur in such waste pipes, drains and conduits between the external boundaries of the Premises and the point of entry thereof into any trunk drain unless such blockage has been caused without neglect or default on the part of the Lessee.
- (2) The Lessee must not permit the drains, toilets, grease traps (if any) and other sanitary appliances on the Premises to be used for any purpose other than that for which they were constructed and must not allow any foreign matter or substance to be thrown therein.

12. Use

12.1 Restrictions on use

(1) Generally

The Lessee must not and must not suffer or permit a person to:

- (a) use the Premises or any part of it for any purpose other than the Permitted Purpose; or
- (b) use the Premises for any purpose which is not permitted under any local or town planning scheme, local laws, acts, statutes or any law relating to health.

(2) No offensive or illegal acts

The Lessee must not and must not suffer or permit a person to do or carry out on the Premises any harmful, offensive or illegal act, matter or thing.

(3) No nuisance

The Lessee must not and must not suffer or permit a person to do or carry out on the Premises any thing which causes a nuisance, damage or disturbance to the Lessor, owners or occupiers of adjoining properties or other members of the public.

(4) No dangerous substances

The Lessee must not and must not suffer or permit a person to store any dangerous compound or substance on or in the Premises, otherwise than in accordance with the following provisions:

- (a) any such storage must comply with all relevant statutory provisions;
- (b) all applications for the approval or renewal of any licence necessary for such storage must be first referred to the Lessor;
- (c) the Lessor may within its absolute discretion refuse to allow the storage of any particular dangerous compound or substance on the Premises; and
- (d) upon the request of the Lessor, the Lessee will provide a list of all dangerous compounds or substances stored on the Premises.

(5) No harm or stress

The Lessee must not and must not suffer or permit a person to do any act or thing which might result in excessive stress or harm to any part of the Premises.

(6) No signs

The Lessee must not and must not suffer or permit a person to display from or affix any signs, notices or advertisements on the Premises without the prior written consent of the Lessor.

(7) No smoking

The Lessee must not suffer or permit a person to smoke inside any building or other enclosed area on the Premises.

(8) Consumption of alcohol

The Lessee must not suffer or permit a person to use or allow the Premises to be used for the consumption of alcohol without first obtaining the written consent of the Lessor.

(9) Sale of Alcohol

The Lessee will not sell or supply liquor from the Premises or allow liquor to be sold or supplied from the Premises without the prior written consent of the Lessor and then only in accordance with the provisions of the *Liquor Control Act 1988*, *Health (Food Hygiene) Regulations 1993*, *Liquor Licensing Regulations 1989* and any other relevant written laws that may be in force from time to time.

(10) Removal of rubbish

The Lessee must keep the Premises free from dirt and rubbish and to store and keep all trade waste and garbage in proper receptacles.

(11) No pollution

The Lessee must do all things necessary to prevent pollution or contamination of the Premises by garbage, refuse, waste matter, oil and other pollutants.

12.2 No warranty

The Lessor gives no warranty:

- (a) as to the use to which the Premises may be put; or
- (b) that the Lessor will issue any consents, approvals, authorities, permits or licences required by the Lessee under any statute for its use of the Premises.

12.3 Lessee to Observe Copyright

In the event that the Lessee or any person sub-leasing, hiring, or in temporary occupation of the Premises provides, contracts for, or arranges for the performance, exhibition or display of any music or work of art the copyright of which is not vested in the Lessee or that person, the Lessee shall ensure that all obligations in regard to payment of copyright or licensing fees with the owner or licensor of the copyright are met before any such performance, exhibition or display is held.

12.4 Premises Subject to Restriction

The Lessee accepts the Premises for the Term subject to any existing prohibition or restriction on the use of the Premises.

12.5 Keys and Access

- (1) The Lessor will provide the Lessee with [insert number] set(s) of keys to access the Premises, and if applicable all rooms therein.
- (2) The Lessee may request additional sets of access keys from the Lessor and if approved the Lessee is responsible for the cost of the additional access keys.
- (3) The Lessee is to maintain a record of who is assigned any keys.
- (4) The Lessee must notify the Lessor of any lost keys within seven days. Any replacement keys will be issued by the Lessor at the Lessee's cost.

12.6 Indemnity for Costs

The Lessee indemnifies the Lessor against any claims or demands for all costs, on a solicitor client basis, reasonably incurred by the Lessor by reason of any claim in relation to any matters set out in this **clause 12**.

13. Alterations

13.1 Restriction

- (1) The Lessee must not without prior written consent from the Lessor or from any other person from whom consent is required under this Lease or under a written law:
 - (a) make or allow to be made any alteration, addition or improvements to or demolish any part of the Premises; or
 - (b) subject to the performance of the Lessee's obligations in **clause 11**, remove any flora or fauna, alter or cut down any flora, or sell, remove or otherwise dispose of any flora, sand, gravel, timber or other materials from the Premises.

13.2 Consent

- (1) If the Lessor and any other person whose consent is required under this Lease or at law consents to any matter referred to in **clause 13.1** the Lessor may grant consent subject to conditions and:
 - (a) require that work be carried out in accordance with plans and specifications approved by the Lessor or any other person giving consent; and
 - (b) require that any alteration be carried out to the satisfaction of the Lessor under the supervision of an engineer or other consultant.
- (2) If the Lessor consents to any matter referred to in clause 13.1:
 - (a) the Lessor gives no warranty that the Lessor will issue any consents, approvals, authorities, permits or policies under any statute for such matters; and
 - (b) the Lessee must apply for and obtain all such consent approvals, authorities, permits or policies as are required at law before undertaking any alterations, additions, improvements or demolitions.

13.3 Cost of Works

All works undertaken under this **clause 13** will be carried out at the Lessee's expense.

13.4 Conditions

If any of the consents given by the Lessor or other persons whose consent is required under this Lease or at law require other works to be done by the Lessee as a condition of giving consent, then the Lessee must at the option of the Lessor either:

- (a) carry out those other works at the Lessee's expense; or
- (b) permit the Lessor to carry out those other works at the Lessee's expense,
in accordance with the Lessor's requirements.

14. Lessor's right of entry

14.1 Entry on Reasonable Notice

The Lessee must permit entry by the Lessor or any Authorised Person onto the Premises without notice in the case of an emergency, and otherwise upon reasonable notice:

- (a) at all reasonable times;
- (b) with or without workmen and others; and
- (c) with or without plant, equipment, machinery and materials,
for each of the following purposes:
- (d) to inspect the state of repair of the Premises and to ensure compliance with the terms of this Lease;
- (e) to carry out any survey or works which the Lessor considers necessary, however the Lessor will not be liable to the Lessee for any compensation for such survey or works provided they are carried out in a manner which causes as little inconvenience as is reasonably possible to the Lessee;
- (f) to comply with the Lessor's Covenants or to comply with any notice or order of any authority in respect of the Premises for which the Lessor is liable; and
- (g) to do all matters or things to rectify any breach by the Lessee of any term of this Lease, but the Lessor is under no obligation to rectify any breach and any rectification is without prejudice to the Lessor's other rights, remedies or powers under this Lease.

14.2 Costs of Rectifying Breach

All costs and expenses incurred by the Lessor as a result of any breach referred to at **clause 14.1(g)** together with any interest payable on such sums will be a debt due to the Lessor and payable to the Lessor by the Lessee on demand.

15. Statutory obligations and notices

15.1 Comply with Statutes

The Lessee must:

- (a) comply promptly with all statutes and local laws from time to time in force relating to the Premises;
- (b) apply for, obtain and maintain in force all consents, approvals, authorities, licences and permits required under any statute for the use of the Premises specified at **clause 12**;
- (c) ensure that all obligations in regard to payment for copyright or licensing fees are paid to the appropriate person for all performances, exhibitions or displays held on the Premises; and
- (d) comply promptly with all orders, notices, requisitions or directions of any competent authority relating to the Premises or to the business the Lessee carries on at the Premises.

15.2 Indemnity if Lessee Fails to Comply

The Lessee indemnifies the Lessor and the Minister for Lands against:

- (a) failing to perform, discharge or execute any of the items referred to in **clause 15.1**; and
- (b) any claims, demands, costs or other payments of or incidental to any of the items referred to in **clause 15.1**.

16. Report to Lessor

The Lessee must immediately report to the Lessor:

- (a) any act of vandalism or any incident which occurs on or near the Premises which involves or is likely to involve a breach of the peace or become the subject of a report or complaint to the police and of which the Lessee is aware or should be aware;
- (b) any occurrence or circumstances in or near the Premises of which it becomes aware, which might reasonably be expected to cause, in or on the Premises, pollution of the environment; and
- (c) all notices, orders and summonses received by the Lessee and which affect the Premises and immediately deliver them to the Lessor.

17. Default

17.1 Events of Default

A default occurs if:

- (a) any Amounts Payable remain unpaid for 14 days after a Notice has been given to the Lessee that an amount is outstanding;
- (b) the Lessee is in breach of any of the Lessee's Covenants for 28 days after a Notice has been given to the Lessee to rectify the breach or to pay compensation in money;
- (c) where the Lessee is an association which is incorporated under the *Associations Incorporation Act 2015*, the association is wound up whether voluntarily or otherwise;
- (d) where the Lessee is an association which is incorporated under the *Associations Incorporation Act 2015*, the Lessee passes a special resolution under the *Associations Incorporation Act 2015* altering its rules of association in a way that makes its objects or purposes inconsistent with the use permitted by this Lease;

- (e) where the Lessee is an individual, the Lessee dies or becomes of unsound mind, or is declared bankrupt;
- (f) where the Lessee is a partnership, the Lessee having a change in its constitution;
- (g) an application is made to a court for the Lessee to be wound up;
- (h) the appointment of a controller under section 9 of the *Corporations Act 2001* of any of the Lessee's assets;
- (i) the Lessee becomes an insolvent under administration under section 9 of the *Corporations Act 2001*;
- (j) the Lessee proposes to enter into or enters into any form of arrangement with any of its creditors;
- (k) the Lessee is unable to pay all its debts when they become due, it fails to comply with a statutory demand under section 459F of the *Corporations Act 2001*, or it is deemed to be unable to pay its debts under section 585 of the *Corporations Act 2001*;
- (l) a meeting is convened to place the Lessee in voluntary liquidation or to appoint an administrator;
- (m) a mortgagee takes possession of the property of the Lessee under this Lease;
- (n) any execution or similar process is made against the Premises on the Lessee's property;
- (o) the Premises are vacated, or otherwise not used, in the Lessor's reasonable opinion, for the Permitted Purpose for a six-month period; or
- (p) a person other than the Lessee or a permitted sublessee or assignee is in occupation or possession of the Premises or in receipt of a rent and profits.

17.2 Forfeiture

On the occurrence of any of the events of default specified in **clause 17.1** the Lessor may:

- (a) without notice or demand at any time enter the Premises and on re-entry the Term will immediately determine;
- (b) by notice to the Lessee determine this Lease and from the date of giving such notice this Lease will be absolutely determined; and
- (c) by notice to the Lessee elect to convert the unexpired portion of the Term into a tenancy from month to month when this Lease will be determined as from the giving of the notice and until the tenancy is determined the Lessee will hold the Premises from the Lessor as a tenant from month to month under **clause 18**,

but without affecting the right of action or other remedy which the Lessor has in respect of any other breach by the Lessee of the Lessee's Covenants or releasing the Lessee from liability in respect of the Lessee's Covenants.

17.3 Lessor may remedy breach

If the Lessee:

- (a) fails or neglects to pay the Amounts Payable by the Lessee under this Lease; or

(b) does or fails to do anything which constitutes a breach of the Lessee's Covenants,

then, after the Lessor has given to the Lessee notice of the breach and the Lessee has failed to rectify the breach within a reasonable time, the Lessor may without affecting any right, remedy or power arising from that default pay the money due or do or cease the doing of the breach as if it were the Lessee and the Lessee must pay to the Lessor on demand the Lessor's cost and expenses of remedying each breach or default.

17.4 Acceptance of Amount Payable By Lessor

Demand for or acceptance of the Amounts Payable by the Lessor after an event of default has occurred will not affect the exercise by the Lessor of the rights and powers conferred on the Lessor by the terms of the Lease or at law and will not operate as an election by the Lessor to exercise or not to exercise any right or power.

17.5 Essential Terms

Each of the Lessee's Covenants in **clauses 6** (Rent and Other Payments), **7** (Insurance), **9** (Indemnity), **11** (Maintenance, Repair and Cleaning), **12** (Use), **0** (Assignment, Subletting and Charging) and **29** (Goods and Services Tax), is an essential term of this Lease but this clause **17.5** does not mean or imply that there are no other essential terms in this Lease.

17.6 Breach of Essential Terms

If the Lessee breaches an essential term of this Lease then, in addition to any other remedy or entitlement of the Lessor:

- (a) the Lessee must compensate the Lessor for the loss or damage suffered by reason of the breach of that essential term;
- (b) the Lessor will be entitled to recover damages against the Lessee in respect of the breach of an essential term; and
- (c) the Lessee covenants with the Lessor that if the Term is determined:
 - (i) for breach of an essential term or the acceptance by the Lessor of a repudiation of this Lease by the Lessee; or
 - (ii) following the failure by the Lessee to comply with any notice given to the Lessee to remedy any default,

the Lessee must pay to the Lessor on demand the total of the Amounts Payable under this Lease which would have been payable by the Lessee for the unexpired balance of the Term as if the Term had expired by effluxion of time together with the losses incurred or reasonably expected to be incurred by the Lessor as a result of the early determination including but not limited to the costs of re-letting or attempting to re-let the Premises;

- (d) the Lessee agrees that the covenant set out in this **clause 1.1(c)** will survive termination or any deemed surrender at law of the estate granted by this Lease; and
- (e) the Lessor must take reasonable steps to mitigate its losses and endeavour to re-let the Premises at a reasonable rent and on reasonable terms but the Lessor is not required to offer or accept rent or terms which are the same or similar to the rent or terms contained or implied in this Lease.

18. Damage or destruction of Premises

18.1 Abatement of Rent

If the Premises are at any time during the Term, without neglect or default of the Lessee, destroyed or damaged by fire or other risk covered by insurance so as to render the same unfit for the occupation and use of the Lessee, then the Rent or a proportionate part thereof (according to the nature and extent of the damage) shall abate until the Premises have been rebuilt or made fit for the occupation and use of the Lessee, and in case of any dispute arising under this provision the same will be referred to arbitration under the provisions of the *Commercial Arbitration Act 2012* and the full Rent must be paid without any deduction or abatement until the date of the arbitrator's award whereupon the Lessor will refund to the Lessee any Rent which according to the aware appears to have been overpaid.

18.2 Total Damage or Destruction

If the premises are at any time during the Term destroyed or damaged to an extent as to be wholly unfit for the occupation and use of the Lessee either party may be notice in writing to the other of them given within sixty (60) days after the event elect to cancel and terminate this lease. The term will terminate upon such notice being given and the Lessee must vacate the premises and surrender the same to the Lessor, but such termination will be without prejudice however to the liability of the Lessee under this Lease up to the date of termination.

19. Option to renew

If the Lessee at least one month, but not earlier than 12 months, prior to the date for commencement of the Further Term gives the Lessor a Notice to grant the Further Term and:

- (a) all consents and approvals required by the terms of this Lease or at law have been obtained; and
- (b) there is no subsisting default by the Lessee at the date of service of the Notice in:
 - (i) the payment of Amounts Payable; or
 - (ii) the performance or observance of the Lessee's Covenants,

the Lessor shall grant to the Lessee a lease for the Further Term at the Rent and on terms and conditions similar to this Lease other than this **clause 19** in respect of any Further Term previously taken or the subject of the present exercise and on such other terms and conditions as the Lessor may consider appropriate.

20. Holding over

If the Lessee remains in possession of the Premises after the expiry of the Term with the consent of the Lessor, the Lessee will be a monthly tenant of the Lessor at a rent equivalent to one twelfth of the Rent for the period immediately preceding expiry of the Term and otherwise on the same terms and conditions of this Lease provided that all consents required under this Lease or at law have been obtained to the Lessee being in possession of the Premises as a monthly tenant.

21. Restore premises

Prior to Termination, the Lessee at the Lessee's expense must restore the Premises to a condition consistent with the observance and performance by the Lessee of the Lessee's Covenants under this Lease.

22. Yield up the premises

22.1 Peacefully surrender

On Termination the Lessee must:

- (a) peacefully surrender and yield up to the Lessor the Premises in a condition consistent with the observance and performance of the Lessee's Covenants under this Lease;
- (b) surrender to the Lessor all keys and security access devices and combination for locks providing an access to or within the Premises held by the Lessee whether or not provided by the Lessor.

22.2 Clause 22.1 to survive termination

The Lessee's obligation under **clause 22.1** will survive termination.

23. Removal of property from Premises

23.1 Remove property prior to termination

Prior to Termination, unless otherwise mutually agreed between the parties, the Lessee must remove from the Premises all property of the Lessee other than air-conditioning plant and fire equipment, security alarms and security systems and other fixtures and fittings which in the opinion of the Lessor form an integral part of the Premises and promptly make good, to the satisfaction of the Lessor, any damage caused by the removal.

23.2 Lessor can remove property on re-entry

If the Lessee fails to remove any such fixtures or fittings and any other chattels, stock or goods belonging to the Lessee (**Lessee's Property**) in accordance with **clause 23.1** within fourteen (14) days from the determination of the Term, the Lessor may at its option:

- (a) cause any the Lessee's Property to be removed and stored at the cost of the Lessee and any such damage to be made good and any such alterations to be so re-altered and may recover the costs thereof from the Lessee as a liquidated debt payable on demand; or
- (b) elect to treat the Lessee's Property to be deemed abandoned by the Lessee and such property shall then be and become the property of the Lessor absolutely.

24. Assignment, Subletting and Charging

24.1 No assignment or sub-letting without consent

The Lessee must not assign the leasehold estate in the Premises nor Sub-let, part with possession, or dispose of the Premises or any part of the Premises without the prior written consent of the Lessor and any other persons whose consent is required under the terms of this Lease or at law.

24.2 Lessor's Consent to Assignment and Sub-letting

Provided all parties whose consent is required, under this Lease or at law, to an assignment or Sub-letting, give their consent and any assignment or sublease is for a purpose consistent with the use of the Premises permitted by this Lease then the Lessor may not unreasonably withhold its consent to the assignment or sub-letting of the leasehold estate created by this Lease if:

- (a) the proposed assignee or sublessee is a respectable and responsible person of good financial standing capable of continuing the Permitted Purpose;

- (b) all Amounts Payable due and payable have been paid and there is no existing unremedied breach, whether notified to the Lessee or not, of any of the Lessee's Covenants;
- (c) the Lessee procures the execution by:
 - (i) the proposed assignee of a deed of assignment; or
 - (ii) the proposed sublessee of a deed of sublease,to which the Lessor is a party and which deed is prepared and completed by the Lessor's solicitors; and
- (d) the assignment contains a covenant by the assignee or sublessee with the Lessor to pay all Amounts Payable and to perform and observe all the Lessee's Covenants.

24.3 Consents of Assignee Supplementary

The covenants and agreements on the part of any assignee will be supplementary to the Lessee's Covenants and will not release the assigning lessee from the Lessee's Covenants.

24.4 Property Law Act 1969

Sections 80 and 82 of the *Property Law Act 1969* are excluded.

24.5 Costs for assignment and sub-letting

If the Lessee wishes to assign or sub-let the leasehold estate created by this Lease the Lessee must pay all reasonable professional and other costs, charges and expenses, incurred by the Lessor or other person whose consent is required under this Lease, of and incidental to:

- (a) the enquiries made by or on behalf of the Lessor as to the respectability, responsibility and financial standing of each proposed assignee or sublessee;
- (b) any consents required under this Lease or at law; and
- (c) all other matters relating to the proposed assignment or sub-letting,

whether or not the assignment or sub-letting proceeds.

24.6 No mortgage or charge

The Lessee must not mortgage nor charge the Premises.

25. Disputes

25.1 Referral of Dispute: Phase 1

Except as otherwise provided any dispute arising out of this Lease is to be referred in the first instance in writing to the Lessor's representative as nominated in writing by the Lessor from time to time (**Lessor's Representative**) who shall convene a meeting within 10 days of receipt of such notice from the Lessee or such other period of time as is agreed to by the parties between the Lessor's Representative and an officer of the Lessee for the purpose of resolving the dispute (**Original Meeting**).

25.2 Referral of Dispute: Phase 2

In the event the dispute is not resolved in accordance with **clause 25.1** of this Lease then the dispute shall be referred in writing to the CEO of the Lessor who shall convene a meeting within

10 days of the Original Meeting or such other date as is agreed to by the parties between the CEO of the Lessor and the President of the Lessee for the purpose of resolving the dispute.

25.3 Appointment of Arbitrator: Phase 3

In the event the dispute is not resolved in accordance with **clause 25.2** of this Lease then the dispute shall be determined by a single arbitrator under the provisions of the *Commercial Arbitration Act 2012* and the Lessor and the Lessee may each be represented by a legal practitioner.

25.4 Payment of Amounts Payable to Date of Award

The Lessee must pay the Amounts Payable without deduction to the date of the award of the Arbitrator or the date of an agreement between the Parties whichever event is the earlier, and if any money paid by the Lessee is not required to be paid within the terms of the award of the Arbitrator or by agreement between the Lessor and the Lessee then the Lessor will refund to the Lessee the monies paid

26. Prior notice of proposal to change rules

The Lessee agrees that it will not change its rules of association under the *Associations Incorporations Act 2015* without notifying the Lessor of its intention to make such a change prior to consideration of the required special resolution.

27. Provision of information

The Lessee agrees to provide to the Lessor:

- (a) a copy of the Lessee's audited annual statement of accounts for each year;
- (b) advice of any changes in its office holders during the Term; and
- (c) any information reasonably required by the Lessor.

28. Caveat

28.1 No absolute caveat

The Lessee nor any person on behalf of the Lessee will, without the prior written consent of the Lessor, lodge any absolute caveat at Landgate against the Certificate of Title for the Land, to protect the interests of the Lessee under this Lease.

28.2 CEO & Lessor as attorney

In consideration of the Lessor having granted this Lease to the Lessee, the Lessee irrevocably appoints the Lessor and the CEO of the Lessor jointly and severally:

- (a) for the Term of this Lease;
- (b) for any holding over under this Lease; and
- (c) for a period of 6 months after Termination,

to be the agent and attorney of the Lessee in its name and on its behalf to sign and lodge at Landgate:

- (d) a withdrawal of any absolute caveat lodged by or on behalf of the Lessee;

(e) a withdrawal of any caveat lodged by or on behalf of the Lessee and not withdrawn on Termination; and

(f) a surrender of the estate granted by this Lease,

and the costs of withdrawing any caveat or surrendering this Lease (including the Lessor's solicitor's costs and registration fees) will be borne by the Lessee.

28.3 Ratification

The Lessee undertakes to ratify all the acts performed by or caused to be performed by the Lessor, its agent or attorney under this clause.

28.4 Indemnity

The Lessee indemnifies the Lessor against:

(a) any loss arising directly from any act done under this clause, and

(b) all costs and expenses incurred in connection with the performance of any act by the attorney on behalf of the Lessee under this clause.

29. Goods and Services Tax

29.1 Definitions

The following definitions apply for the purpose of this clause:

(a) **Act** means the Commonwealth's *A New Tax System (Goods and Services Tax) Act 1999* and associated Acts and subsidiary legislation;

(b) **Consideration** means the Amounts Payable or any other money payable to the Lessor under this Lease, but does not include the amount of the GST which may apply to the Amounts Payable or other money payable under the Act;

(c) **GST** means a tax under the Act levied on a Supply including but not limited to the Amounts Payable or other money payable to the Lessor for goods or services or property or any other thing under this Lease; and

(d) **Supply** means a good or service or any other thing supplied by the Lessor under this Lease and includes but is not limited to a grant of a right to possession of the Premises.

29.2 Lessee to pay GST

(1) The Consideration will be increased by the amount of the GST, if any, which the Lessor is required under the Act to pay on any Supply made under this Lease.

(2) The Lessee must pay any increase referred to at **clause 29.2(1)** whether it is the Lessee or any other person who takes the benefit of any Supply.

(3) The Lessee must pay the amount of the GST to the Lessor at the same time and in the same manner as the Lessee is required to pay the Consideration under this Lease.

29.3 Consideration in Kind

If consideration in kind is accepted by the Lessor for any Supply made under this Lease, the GST amount payable to the Lessor under **clause 29.2(2)** in respect of the consideration in kind will be

calculated by using the prevailing market value of the consideration in kind as determined by the Lessor.

29.4 No Contribution from Lessor

If the Lessee is required under this Lease to make any payment of money or give other consideration to a third party for outgoings, goods, services and benefits of any kind, the Lessee is not entitled to any contribution from the Lessor for any GST payable by it to any person.

29.5 Statement of GST paid is Conclusive

A written statement given to the Lessee by the Lessor of the amount of the GST that the Lessor pays or is liable to pay or account for is conclusive as between the Parties except in the case of an obvious error.

29.6 Tax Invoices

For each payment by the Lessee under this clause the Lessor agrees to promptly deliver to the Lessee, as required under the Act, tax invoices and adjustment notes in a form which complies with the Act, so as to enable the Lessee to claim input tax credits or decreasing adjustments for Supplies.

29.7 Reciprocity

If the Lessee furnishes any Supplies to the Lessor under this Lease, then the requirements set out in this clause with respect to the Lessee will apply to the Lessor with the necessary changes.

30. No Fetter

Notwithstanding any other provision of this Lease, the Parties acknowledge that the Lessor is a local government established by the *Local Government Act 1995*, and in that capacity, the Lessor may be obliged to determine applications for consents, approvals, authorities, licences and permits having regard to any Written Law governing such applications including matters required to be taken into consideration and formal processes to be undertaken, and the Lessor shall not be taken to be in default under this Lease by performing its statutory obligations or exercising its statutory discretions, nor shall any provision of this Lease fetter the Lessor in performing its statutory obligations or exercising any discretion.

31. Additional Terms Covenants and Conditions

Each of the terms, covenants and conditions (if any) specified in **Item 10** of the Schedule are part of this Lease and are binding on the Lessor and the Lessee as if incorporated into the body of this Lease.

32. Commercial Tenancy Act

If at any time and for so long as the *Commercial Tenancy (Retail Shops) Agreements Act 1985* applies to this Lease and a provision of that Act conflicts with a provision of this Lease, then each conflicting provision of this Lease is deemed to be amended to the extent necessary to comply with that Act.

33. Acts by agents

All acts and things which the Lessor is required to do under this Lease may be done by the Lessor, the CEO, an officer or the agent, solicitor, contractor or employee of the Lessor.

34. Governing law

This Lease is governed by and is to be interpreted in accordance with the laws of Western Australia and, where applicable, the laws of the Commonwealth of Australia.

35. Statutory powers

The powers conferred on the Lessor by or under any statutes for the time being in force are, except to the extent that they are inconsistent with the terms and provisions expressed in this Lease, in addition to the powers conferred on the Lessor in this Lease.

36. Notice

36.1 Form of delivery

A Notice to a Party must be in writing and may be given or made:

- (a) by delivery to the Party personally; or
- (b) by addressing it to the Party and leaving it at or posting it by prepaid post to the address of the Party appearing in this Lease or any other address nominated by a Party by Notice to the other;
- (c) by addressing it to the Party and faxing it to the facsimile number appearing in this Lease or any other facsimile number nominated by a Party by Notice to the other; or
- (d) by addressing it to the Party and emailing it to the email address appearing in this Lease or any other email address nominated by a Party by Notice to the other.

36.2 Service of notice

A Notice to a Party is deemed to be given or made:

- (a) if by personal delivery, when delivered;
- (b) if by leaving the Notice at an address specified in **clause 1.1(b)**, at the time of leaving the Notice, provided the Notice is left during normal business hours; and
- (c) if by post to an address specified in **clause 1.1(b)**, on the third business day following the date of posting of the Notice.
- (d) if by facsimile, when despatched by facsimile to a facsimile number specified in **clause 36.1(c)** of this Lease unless the time of dispatch is not on a business day or after 5 pm on a business day, in which case it will be deemed to be given or made on the next following business day; and
- (e) if by email, when despatched by email to an email address specified in **clause 36.1(d)** of this Lease unless the time of dispatch is not on a business day or after 5 pm on a business day, in which case it will be deemed to be given or made on the next following business day.

36.3 Signing of notice

A Notice to a Party may be signed:

- (a) if given by an individual, by the person giving the Notice;

- (b) if given by a corporation, by a director, secretary or manager of that corporation;
- (c) if given by a local government, by the CEO;
- (d) if given by an association incorporated under the *Associations Incorporation Act 2015*, by any person authorised to do so by the board or committee of management of the association; or
- (e) by a solicitor or other agent of the individual, corporation, local government or association giving the Notice.

37. Severance

If any part of this Lease is or becomes void or unenforceable, that part is or will be severed from this Lease to the intent that all parts that are not or do not become void or unenforceable remain in full force and effect and are unaffected by that severance.

38. Variation

This Lease may be varied only by deed executed by the parties subject to such consents as are required by this Lease or at law.

39. Moratorium

The provisions of a statute which would but for this clause extend or postpone the date of payment of money, reduce the rate of interest or abrogate, nullify, postpone or otherwise affect the terms of this Lease do not, to the fullest extent permitted by law, apply to limit the terms of this Lease.

40. Further assurance

The Parties must execute and do all acts and things necessary or desirable to implement and give full effect to the terms of this Lease.

41. Payment of money

Any Amounts Payable to the Lessor under this Lease must be paid to the Lessor at the address of the Lessor referred to in the Lease or as otherwise directed by the Lessor by Notice from time to time.

42. Waiver

42.1 No general waiver

Failure to exercise or delay in exercising any right, power or privilege in this Lease by a Party does not operate as a waiver of that right, power or privilege.

42.2 Partial exercise of right power or privilege

A single or partial exercise of any right, power or privilege does not preclude any other or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

Schedule

Item 1 Land and Premises

(a) Land

Lot [insert details] on Deposited Plan [insert details] being the whole of the land comprised in Certificate of Title Volume [insert details] Folio [insert details]

(b) Premises

[if whole of lot - The whole of the Land together with all buildings, structures, alterations, additions and improvements on the Land or erected on the Land during the term]

[If part of lot- That part of the Land depicted on the plan annexed hereto as **Annexure 1**, including all buildings, structures, alterations, additions and improvements on that part of the Land, or erected on that part of the Land during the Term.]

Item 2 Term

X years commencing on [insert date] and expiring on [insert date].

Item 3 Further Term

X years commencing on [insert date] and expiring on [insert date]

Item 4 Commencement Date

[insert date]

Item 5 Rent

[insert rent]

Item 6 Rent Review

[insert basis of rent review]

Item 7 Permitted Purpose

[insert purpose] and uses reasonably ancillary thereto.

Item 8 Public liability insurance

Twenty million dollars (\$20,000,000.00).

Item 9 Repainting Dates

[Insert date if applicable]

Item 10 Additional terms and covenants

1. Utilities and Services

The Lessee must pay the cost of the utilities and services as set out in the table below. For the avoidance of any doubt, if there are any inconsistencies between this Lease and the table set out below, the Parties agree that the table will prevail.

Utility or service	Amount payable by Lessee
Building Bond	0%
Local Government Rates	0%
Water Rates	0%
Land Tax	0%
ESL	0%
Water	0%
Gas (if applicable to leased area)	0%
Insurance including excess	0%
Electricity	0%
Telephones, including line charges	0%
Wi-Fi	0%
Cost of installation of any meter, wiring or other device necessitated by the use of a utility and service	0%
Cost of rubbish collection including emptying wheelie bins and 1100 bins	0%
Cost of annual food surveillance fee (if applicable)	0%

2. Casual hire of Premises

- (1) The Lessee may hire out the Premises or any part thereof on a casual basis only PROVIDED:
 - (a) such use is consistent at all times with the Permitted Purpose;
 - (b) the Lessee ensures any hirer complies strictly with the relevant terms of this Lease;
- (2) The Lessee is to provide prior written advice to the Lessor of all events held within the premises. The Lessor may stipulate additional restrictions or conditions on the holding of any event in the Premises.
- (3) For the purposes of this Lease, “casual hire” means any hire of the Premises by the Lessee to a third party for a period of no more than 48 hours in any calendar month and does not include any formal transfer, assignment or sublease of the Premises.
- (4) The Lessee acknowledges and agrees that at all times, including when the Premises are hired to a third party, it remains responsible for the Premises, including without limitation any damage that may be caused or occurs during any hire period.

3. Fire Mitigation

(1) Fire Prevention

Without limiting any other provision of this Lease, the Lessee must in relation to the Premises promptly comply with:

- (a) the Bush Fires Act 1954 and any other laws relating to the prevention and control of fires; and
- (b) all proper directions concerning fire prevention and control given to the Lessee by the Lessor or any statutory authority.

(2) Fire Control

The Lessee must immediately :

- (a) notify the Lessor as soon as a fire is detected on the Premises; and
- (b) take all reasonable and safe action which the Lessee is able to take to try to extinguish any unauthorised or uncontrolled fire on the Premises.

(3) Authorised Fires

The Lessee must not do anything which causes or may cause a fire on the Premises unless the fire is:

- (a) not prohibited by law or by a direction of the Lessor or a statutory authority; and
- (b) the fire is not dangerous and is properly controlled so that it cannot become dangerous.

(4) Liability for Fires

The Lessee is responsible for and must pay or reimburse the Lessor for all loss, expenses or liability incurred by the Lessor as a result of any fire which starts on the Premises unless the Lessee can prove to the reasonable satisfaction of the Lessor that the fire:

- (a) was not caused by the Lessee's negligent or unlawful act or omission or the Lessee's default under this Lease; or
- (b) was started by a cause beyond the Lessee's reasonable control.

(5) Risk Management Plan

The Lessor may require the Lessee to prepare a Risk Management Plan for activities and/or events undertaken within the Premises. Failure to comply with a Risk Management Plan approved by the Lessor will constitute a default for the purposes of clause 17.

4. Anti-social behaviour

The Lessee is not to allow any anti-social behaviour in or around the Premises including but not limited to loud music, foul language, drunken behaviour, uncontrollable parties, fighting, acts of physical violence and unwanted entry onto neighbouring properties.

5. Camping

Camping associated with a function held within the lease area may be permitted, subject to prior written approval of the Lessor

6. Common Area

The Lessee has shared access (with other lessees) to an area of 2.9ha of “common land” including the large multi-purpose shed, toilet block, bore, generator and car parking area as depicted by the shaded areas in Annexure 1.

Any goods, equipment, or things of any type or description held or stored in any common area without Lessor’s prior written consent shall be deemed abandoned and may be removed by Lessor at the Lessee’s expense without notice.

Each Lessee is responsible for the re-fuelling of the generator (water tank and pumps) after each use.

Each Lessee is responsible, and accountable, to ensure members follow the usage instructions for the ablutions water tank and pumps to safeguard damage from mis-use.

7. Access Road

The area of land between the Western Australia Cutting Horse Association leased areas is to remain open as an access road to all lessees other than when the Western Australia Cutting Horse Association is holding an event and requires the laneway to be closed off in order to keep stock within the fence and gated area,

8. Users Insurance

All parties that hire and/or have permission to use the premises (with approval of the Lessee) are to provide a Certificate of Currency of Insurance to the Lessor before the event commences.

Signing page

EXECUTED on [insert date]

THE COMMON SEAL of the **SHIRE OF GINGIN** was hereunto affixed in the presence of:

Signature of Shire President

Full name of Shire President

Signature of Chief Executive Officer

Full name of Chief Executive Officer

THE COMMON SEAL of [insert Lessee's name] was hereunto affixed pursuant to the constitution of the Lessee in the presence of each of the undersigned each of whom hereby declares by the execution of this document that he or she holds the office in the Lessee indicated under his or her name-

Office Holder Sign

Office Holder Sign

Name:

Name:

Address:

Address:

Office Held:

Office Held:

Annexure 1 – Sketch of Premises

[Required if part of lot or reserve]

Annexure 2 – Approval of the Minister for Lands

[Insert a scanned copy of the Minister's approval letter, which should be obtained prior to execution of lease by the Parties; If freehold land state 'Not applicable' or omit]

Annexure 3 – Maintenance and Cleaning Schedule

The following outlines the cleaning, maintenance and repair obligations of the Lessee for buildings that are leased under this Lease Agreement. This is to be read and adhered to in conjunction with the Lease Agreement.

The Lessor's expectation is that the Lessee is responsible for the cleaning, maintenance and repair of damage as a result of the use of the leased area.

Lessee Responsibilities:

INTERNAL

The interior of the building is to be maintained in a clean and tidy condition at all times and within the terms of the Lease, is to be kept free of dirty marks, cobwebs and vermin.

Internal		Lessee Responsibilities
Windows		To be kept clean, free from any marks and cobwebs. To be lockable and operable.
Doors		To be kept clean, free from any marks, damage and cobwebs. To be lockable and operable. Any door closers or other devices fitted should be maintained in good working order. NOTE: Locks are not to be changed without the prior approval of the Lessor. Locks must be keyed to Lessor's Master Key System.
Walls		To be kept clean, free from any marks, damage and cobwebs.
Ceilings		To be kept clean, free of cobwebs and cleaned of any temporary decoration. Penetrations for appliances such as air conditioning vents shall be kept clean and in good working order. NOTE: Any water damage or sagging to be reported to the Lessor.
Floors		To be kept clean and regularly maintained in accordance with the requirements of the type of surface i.e. carpets to be vacuumed regularly and steam cleaned annually, hard floors to be swept and mopped. Hard floors to be stripped back and resealed as required by the lessor. In kitchen areas, relevant Health requirements should be strictly complied with.
Cupboards		To be regularly cleaned with all doors, latches, drawers and shelves being in good working order. To be free from any marks or food residue.
Built in Joinery: (benches, cabinets)		To be regularly cleaned and free of debris.
Electrical Fittings		All electrical fittings such as power points, light switches and light fittings

	<p>to be kept clean and in good working order and undertake testing of Residual Current Devices in accordance with AS/NZS 3760-2010 <i>In service safety inspection and testing of electrical equipment</i>. Replace light globes and fluorescent light tubes which may fail.</p>
Fire Fighting Equipment and Exit Signs	<p>To ensure Fire Fighting Equipment is not tampered with or removed from designated area. Lessee is responsible for costs incurred for replacement, mis-use, tampered or lost Fire Fighting Equipment. A clear path or access should be maintained with no obstruction within 1 meter of firefighting equipment.</p> <p>The Lessee is responsible for notifying the Lessor if the Fire Evacuation Exit Signs are not in good working order.</p>
Rubbish Bins	<p>All rubbish is to be placed in the outside Rubbish Bins in the designated bin areas / enclosures.</p>
Security Systems	<p>The Lessee to pay all costs associated with the installation and ongoing monitoring of the security system.</p> <p>To be maintained in accordance with the supplier's instructions.</p> <p>Provide evidence of regular annual maintenance (maintenance Report) by a licensed provider.</p> <p>All Telecommunications and any other fees are to be met by the Lessee.</p> <p>Lessee to provide Access Keys and alarm codes to the Lessor.</p>
Sinks, Basins, Pedestal Pans & Cisterns	<p>To be maintained in a clean and operable condition.</p>
Toilets & Showers	<p>To be kept in a clean and operable condition at all times.</p> <p>Additional consumables, after usage of quarterly provision (i.e. toilet paper, paper towels) are the responsibility of the Lessee.</p> <p>All walls and floor surfaces to be kept cleaned and undamaged.</p>
• Stove, Fans, Refrigerators, Heaters, & other White Goods	<p>All to be kept clean and operated in accordance with the manufacturer's requirements.</p>

EXTERNAL

The whole of the exterior of the building is to be kept in a clean and tidy condition free from cobwebs, leaves and debris/litter.

In particular, the following items must be given attention:

External	Lessee Responsibilities
Windows	To be kept clean, operable and lockable at all times.
Doors	To be kept clean, free from any marks, damage and cobwebs. To be lockable and operable. Any door closers or other devices fitted should be maintained in good working order. NOTE: Locks are not to be changed or altered. All locks are keyed to Lessor's Master Key System. Lessee is responsible for the costs of lost keys and associated replacement.
Security Screens	To be kept clean and firmly fixed. Any cobwebs to be regularly removed.
Walls	To be kept clean, free from any marks, damage and cobwebs.
Verandah	To be kept clean and free from cobwebs. To be kept clean, tidy and free from litter, rubbish, leaves and debris.
Eaves	To be kept clean and free from cobwebs.
Pathways	To be kept clear of rubbish and to be swept regularly. Vegetation surrounding the building not to be damaged or removed.
Light Fittings	To be kept clean and free from cobwebs. Replace all light globes which may fail.
Signs	Any signs installed by the Lessee, located on the building are to be regularly maintained and kept in a safe condition. Signs that may become damaged are to be replaced immediately. Any approvals or licences for signs are to be kept current.
Outdoor Sponsorship Signs	To be maintained to not less than the standard outlined above. Sponsorship Signs require approval of the Lessor before being installed.
Surrounds	To be kept clean, tidy and free from litter, rubbish, leaves and debris.
Rubbish Bins	Rubbish bins are to be kept neat and clean. To be placed in the designated areas. Bin enclosures to be kept clear of all rubbish and secured.

Lessor Responsibilities

Internal / External	Lessor Responsibilities
Gutter Cleaning	To maintain and clean guttering of natural product, including leaves, twigs and soil.
Fire Protection Equipment	To service and replace fire equipment as required.
Building Structural Repairs	To maintain and repair the building structure from wear and tear.
External Drainage	To repair external drainage infrastructure failure.
Redecoration	To redecorate as required.
Air conditioning	The annual maintenance report is to be undertaken by a licensed provider.
Stove, Fans, Refrigerators, Heaters, & other White Goods	All items to be tested and tagged by a licensed provider in accordance with AS/NZS 3760-2010 <i>In service safety inspection and testing of electrical equipment</i> .
Sinks, Basins, Pedestal Pans & Cisterns	Clearing of all blockages and repairs to fittings.
Toilets & Showers	To clear all blockages. Replacement and repair of fittings such as taps, roll dispensers and coat hangers. A quarterly provision of consumables (i.e. toilet paper, paper towels) will be provided subject to usage (as reported on a quarterly basis plus a "group use" allocation).

13.2 PROVISION OF ACCOMMODATION - WESTERN AUSTRALIAN POLICE FORCE

File	CSV/33
Author	Rachael Wright - Executive Manager Corporate Services
Reporting Officer	Rachael Wright - Executive Manager Corporate Services
Refer	Nil
Appendices	1. Proposed MOU - Guilderton Police Accommodation [13.2.1 - 4 pages]

DISCLOSURES OF INTEREST

Nil

PURPOSE

For Council to endorse a Memorandum of Understanding (MOU) with the Western Australian Police Force (WAPOL) regarding the provision of accommodation to ensure ongoing police presence during the Christmas, New Year and Easter holiday periods in Guilderton.

BACKGROUND

The Shire of Gingin has maintained a long-standing relatively informal agreement with WAPOL for approximately 20 years to support an increased policing presence in Guilderton during peak holiday periods. The arrangement commenced in the early 2000s under an arrangement with the Officer in Charge of Lancelin Police Station in response to the increased seasonal population growth in Guilderton and community concerns regarding safety and a rise in anti-social behaviour during these periods.

The long-standing agreement has proven mutually beneficial, supporting both WAPOL's operational objectives and the Shire's commitment to the safety and wellbeing of residents and visitors. However, in recent years the Shire's contribution has increased rapidly due to the rising popularity of accommodation in Guilderton, limited accommodation options, and flow on cost of accommodation to support this incentive. Furthermore, there have been instances where accommodation has not been used appropriately with excess cleaning fees incurred. It is now considered appropriate to formalise the agreement between the parties to provide greater clarity and consistency in relation to the roles, responsibilities and expectations of both parties.

COMMENT

Administration is seeking to formalise the existing arrangement through the establishment of a MOU.

Over the past five years the cost of accommodation has steadily increased as follows, with a quote exceeding \$15,000 received for 2025/26, reduced to \$14,000 at the Shire's request for a discount due to the community benefit it provides:

	Budget	Cost Christmas	Cost Easter	Total
20/21	8,350	7,407	2,205	9,612
21/22	10,000	7,773	2,967	10,740
22/23	10,000	8,891	2,545	11,436
23/24	12,000	6,191	2,791	8,982
24/25	12,372	9,091	2,800	11,891
25/26	12,780	TBC	TBC	14,000 (quote)

It should be noted that accommodation options are limited, with new laws implemented requiring properties to have an appropriate gun safe installed for officers with firearms.

With the noted increase in accommodation costs, the financial implications of the arrangement will need to be considered and addressed through the appropriate budget processes to assist in managing cost exposure. The MOU aims to clearly define the scope of the accommodation provided, including duration, capacity and any limitations as well as responsibilities relating to cleaning, maintenance and accountability.

It is proposed that the MOU be for an agreed term of five years, subject to review on an annual basis to ensure the arrangement continues to align with the Shire's risk management and governance frameworks. Administration has prepared a formal MOU, a copy of which was provided to WAPOL for review. WAPOL has indicated agreement in principle to the proposed terms. The MOU is now presented to Council for consideration and approval (see **Appendices**)

RISK IMPLICATIONS

The current risk is the increased costs not being budgeted for. Should assistance not be provided by the Shire there is a reputational risk being that there is likely to be limited police presence in the town of Guilderton during peak periods, and a slower response rate with the closest police stations located in Lancelin and Yanchep.

STATUTORY/LOCAL LAW IMPLICATIONS

Nil

POLICY IMPLICATIONS

Nil

BUDGET IMPLICATIONS

The Shire has previously allocated a budget of approximately \$12,000 per year for this community initiative. For 2025/26 the Shire initially received a quote exceeding \$15,000, revised to \$14,000 ex GST.

As the allocated amount will likely increase each year due to the current economic climate, it is suggested that the Shire contributes a maximum of \$15,000 ex GST. The MOU has capped the contribution from the Shire at \$15,000 ex GST per annum. Any increase over and above this amount will be borne by WAPOL, including any cleaning, bond or damage implications associated with the accommodation.

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2024-2034

Aspiration	2. Connections & Wellbeing - Grow and Nurture Community Connectedness and Wellbeing
Strategic Objective	2.1 Community Safety & Support - Provide support and advocacy to residents and visitors so that they feel safe and secure at home and in the outdoor environment.

VOTING REQUIREMENTS - SIMPLE MAJORITY

OFFICER RECOMMENDATION

MOVED: Councillor Weeks SECONDED: Councillor Hyne

That Council:

1. Recognises the importance of a visible and active police presence in Guilderton, particularly during peak visitation periods, and supports an annual budget allocation to enable Western Australia Police (WAPOL) to operate from Guilderton during those times;
2. Authorises the Chief Executive Officer to negotiate and execute the attached Memorandum of Understanding (MOU) between the Shire of Gingin and (WAPOL) to facilitate policing operations from Guilderton;

3. Advocates to the State Government and (WAPOL) for the establishment of a police station or permanent police facility located closer to Guilderton, noting the current distance to the nearest stations at Lancelin and Yanchep; and
4. Notes Administration will explore alternative options for this community initiative at the end of the five-year MOU term.

AMENDMENT MOTION

MOVED: Councillor Peczka SECONDED: Councillor Vis

That Council amend the substantive motion by deleting Part 3.

CARRIED
6 / 3

FOR: *Councillor Hyne, Councillor Kestel, Councillor Peczka, Councillor Vis, Councillor Wilkie and Councillor Woods*

AGAINST: *Councillor Balcombe, Councillor Stewart and Councillor Weeks*

Reason for Amendment

We have two Police Stations within the Shire of Gingin, servicing the Shire of Gingin.

We need to undertake further considerations in forward planning and Advocacy such as:

1. Further assess WAPOL staff accommodation needs at the minute such as Lancelin requires additional GROH Housing for WAPOL Staff - maybe WAPOL Gingin require the same;
2. Further assess WAPOL Stations within the Shire that require Infrastructure improvements to improve delivery of WAPOL service within our District and Shire;
3. In addition, it is suggested that the Department of Education require additional Staff accommodation housing in Lancelin and maybe the same in Gingin for the District High School Staff accommodation requirements;
4. Perth Northern Corridor is growing to the point that Quinns Rock maybe looking to provide improved WAPOL services within this locality. We are aware the City of Wanneroo has agreed to investigate the possibility of creating a new Local Government "the City of Yanchep" and maybe forward planning for improved Government services is within the investigation of what is required for the "new" northern corridor and associated growth;
5. Current Policing provided to Guilderton is for the high holiday - tourism season;

6. In addition, Mobile Police Patrols occur weekly-fortnightly out of Perth Metro up to Jurien Bay on Indian Ocean Drive in addition to local police services;
7. We need to consider a "whole package" approach for advocacy for improved Police Services and Education Services within the Shire of Gingin; and
8. Support the accommodation agreement, however, if we are going to advocate for improved WAPOL Service within the Shire of Gingin we need further discussion and considerations.

COUNCIL RESOLUTION

MOVED: Councillor Weeks SECONDED: Councillor Hyne

That Council:

1. Recognises the importance of a visible and active police presence in Guilderton, particularly during peak visitation periods, and supports an annual budget allocation to enable Western Australia Police (WAPOL) to operate from Guilderton during those times;
2. Authorises the Chief Executive Officer to negotiate and execute the attached Memorandum of Understanding (MOU) between the Shire of Gingin and WAPOL to facilitate policing operations from Guilderton; and
3. Notes Administration will explore alternative options for this community initiative at the end of the five-year MOU term.

**CARRIED UNANIMOUSLY
9 / 0**

FOR: *Councillor Balcombe, Councillor Hyne, Councillor Kestel, Councillor Peczka, Councillor Stewart, Councillor Vis, Councillor Weeks, Councillor Wilkie and Councillor Woods*

AGAINST: *Nil*



MEMORANDUM OF UNDERSTANDING
Shire of Gingin
&
Western Australian Police Force
Provision of Accommodation Guilderton, WA

1. Background

The Shire of Gingin and the Western Australia Police Force (WAPOL) have worked together for approximately 20 years to provide an increased policing presence in Guilderton during peak holiday periods. This practice began in the early 2000s under an arrangement with the Officer in Charge of Lancelin Police Station, to address the increased seasonal population growth in Guilderton and ensure community safety.

The agreement has proven mutually beneficial, supporting both WAPOL's operational objectives and the Shire's commitment to the safety and wellbeing of residents and visitors. The parties now wish to formalise this arrangement in a written Memorandum of Understanding (MOU).

2. Purpose

This MOU sets out the terms and responsibilities for both parties in relation to the provision and use of accommodation for police officers deployed to Guilderton during peak holiday periods.

3. Shire of Gingin Commitments

The Shire of Gingin agrees to:

1. Contribute up to \$15,000 (ex GST) per calendar year toward the cost of accommodation for police deployment in the town of Guilderton.
2. Responsible for sourcing, booking, and securing suitable accommodation for the agreed deployment periods.
3. Explore multiple accommodation providers to ensure value for money and suitability.
4. Ensure that accommodation:
 - o Includes a firearm safe that meets WAPOL security standards.
 - o Has a maximum occupancy capacity of six (6) persons.
5. Confirm bookings with WAPOL by 15 October each year for the following December/January period, and by 28 February each year for Easter.

4. WA Police Commitments

WAPOL agrees to:

1. Deploy officers to the town of Guilderton during the following periods (subject to operational requirements and cost implications):
 - o Two weeks (up to 15 days) over December/January school holidays.
 - o One week (up to 7 days) which includes Australia Day weekend.

- Up to two (2) weeks over the Easter period.

2. Ensure officers using the accommodation abide by the following conditions:
 - Only immediate family members may reside with the officer, up to a maximum of six (6) occupants, unless otherwise agreed in writing with the Shire.
 - Accommodation is to be used solely for the purposes of housing deployed officers and their immediate family.
 - WAPOL indemnifies the Shire of Gingin against any excess cleaning, damage, injury, insurance claim or loss and this will be the responsibility of WAPOL or the officer occupying the premises.
3. Provide the Shire with the name and contact details of the deployed officer(s) at least 14 days before deployment begins.
4. Notify the Shire of any changes to deployment dates prior to 15 October each year.

5. Shared Commitments

Both parties agree to:

1. Review and confirm accommodation arrangements annually to ensure ongoing suitability.
2. Maintain clear communication regarding deployment schedules, accommodation standards, and any issues that arise.
3. Cooperate in exploring long-term or alternative accommodation solutions to improve efficiency and value for money for both parties.

6. Term and Review

This MOU will commence on the date of signing and remain in effect for five (5) years, unless amended or terminated earlier by mutual agreement. It will be subject to an annual review to confirm its effectiveness and relevance.

In the event that a new police station is constructed within the town of Guilderton this MOU may be terminated.

7. Non-Binding Agreement

This MOU reflects the mutual goodwill and understanding between the Shire of Gingin and WA Police. It is not legally binding but provides a clear framework for cooperation.

Executed as a Memorandum of Understanding

Executed by Shire of Gingin (ABN 85 679 704 946) in accordance with the Participant's Delegation

Name: _____

Position: _____

Date of execution: _____

Executed by Western Australian Police Force (WAPOL) (ABN 91 724 684 688)

Name: _____

Position: _____

Date of execution: _____

13.3 LIST OF PAID ACCOUNTS DECEMBER 2025

File	FIN/25
Author	Emma Edwards – Accounts Payable Officer
Reporting Officer	Rachael Wright – Executive Manager Corporate Services
Refer	Nil
Appendices	1. Voucher List December 2025 [13.3.1 - 11 pages]

DISCLOSURES OF INTEREST

Nil

PURPOSE

For Council to note the payments made in December 2025.

BACKGROUND

Council has delegated authority to the Chief Executive Officer (CEO) to exercise the power to make payments from the Municipal Fund (Delegation 1.1.13 Payments from the Municipal or Trust Funds). The CEO is required to present a list to Council of those payments made since the last list was submitted.

COMMENT

Accounts totalling \$1,543,942.65 were paid during the month of December 2025.

A payment schedule is included as **an appendix** to this report.

The schedule details:

• Municipal Fund electronic funds transfers (EFT)	\$1,230,738.83
• Municipal Fund cheques	\$0.00
• Municipal Fund direct debits	\$313,203.82

TOTAL MUNICIPAL EXPENDITURE	\$1,543,942.65
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TOTAL EXPENDITURE	\$1,543,942.65
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All invoices have been verified, and all payments have been duly authorised in accordance with the Shire's procedures.

RISK IMPLICATIONS

Nil

STATUTORY/LOCAL LAW IMPLICATIONS

Local Government Act 1995

s.6.4 – Financial Report

Local Government (Financial Management) Regulations 1996

Reg. 13 – Payments from municipal fund or trust by CEO

Reg. 13A – Payments by employees via purchasing cards

Shire of Gingin Delegation Register – Delegation 1.1.13 Payments from the Municipal or Trust Funds

POLICY IMPLICATIONS

Nil

BUDGET IMPLICATIONS

Resource requirements are in accordance with existing budgetary allocations.

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2024-2034

Aspiration	4. Excellence & Accountability - Deliver Quality Leadership and Business Expertise
Strategic Objective	4.4 Strategic & Sustainable Financial Planning - Undertake long-term resource planning and allocation in accordance with the Integrated Planning and Reporting Framework

VOTING REQUIREMENTS - SIMPLE MAJORITY

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Woods SECONDED: Councillor Peczka

That Council note all payments made by the Chief Executive Officer under Delegation 1.1.13 for December 2025 totalling \$1,543,942.65 as detailed in the appendices to this report, comprising:

• Municipal Fund electronic funds transfers (EFT)	\$1,230,738.83
• Municipal Fund cheques	\$0.00
• Municipal Fund direct debits	\$313,203.82

CARRIED UNANIMOUSLY

9 / 0

**MINUTES
ORDINARY COUNCIL MEETING
20 JANUARY 2026**



FOR: *Councillor Balcombe, Councillor Hyne, Councillor Kestel, Councillor Peczka, Councillor Stewart, Councillor Vis, Councillor Weeks, Councillor Wilkie and Councillor Woods*

AGAINST: *Nil*

**MINUTES
ORDINARY COUNCIL MEETING
20 JANUARY 2026**

**APPENDIX
13.3.1**

**Payments made under Delegated Authority 2.1 Payment of
Creditors for the period 01/12/2025 - 31/12/2025**

TYPE	DATE PAID	NAME	Payment Category	AMOUNT
			L - Local, R - Reimbursement, F - Funded, S - Staff, PF - Partially Funded, C - Councillor	
EFT-45903	4/12/2025	A Ellenbrook Glass and Showerscreens	CU @ Park: Window Repair	660.00
EFT-45904	4/12/2025	Aurora Delta Pty Ltd	Pre Employment Medicals	370.00
EFT-45905	4/12/2025	Australian Institute of Building Surveyors	Webinar: Waterproofing Complaints	420.00
EFT-45906	4/12/2025	Brightmark Group Pty Ltd	Cleaning Shire Facilities	31,556.62
			Cleaning Council Chambers	
			Cleaning Lancelin Hall	
			Gingin Medical Centre Deep Clean	
EFT-45907	4/12/2025	Brook & Marsh Pty Ltd Licensed Surveyors	Ioppolo Road: Surveying Resumption Stage 2, Subdivision	4,610.00
EFT-45908	4/12/2025	Bullsbrook and Districts Glass and Aluminium	Robinson Street (Treasure Trove): Replacement Glass	2,950.00
EFT-45909	4/12/2025	Cemeteries and Crematoria Association of WA (CCAWA)	Sliding Door and Security Grille Door	
EFT-45910	4/12/2025	Coastal Vegetation Management	Operations Team: Grave safe Course	540.00
			Install Firebreaks - MAF Treatment ID 37972 - Blackboy Drive, Nilgen	24,280.00
EFT-45911	4/12/2025	Copyright Agency	Install Firebreaks - MAF Treatment ID 38633 - Nilgen Road, Nilgen	
EFT-45912	4/12/2025	DFES - Department of Fire and Emergency Services	Copyright Licence 2025/26	2,408.68
			2025/26 ESL Income Local Government	198,003.61
			2025/26 Emergency Services Levy and Option B Quarter 2 Payment	F
EFT-45913	4/12/2025	Dibbles Plumbing Service	Fewster Street: Plumbing Repairs	429.00
			Woodridge Recreation Grounds Ablutions: Tap & Pipe Repair	L
EFT-45914	4/12/2025	Eagleye Technical Services	Seabird Oval: Replacement Bore Pump	5,517.18
EFT-45915	4/12/2025	Emerg Solutions Pty Ltd	BART Annual Subscription	1,600.00
EFT-45916	4/12/2025	Environex International Pty Ltd	Gingin Aquatic Centre: Pool Chemicals	816.64
EFT-45917	4/12/2025	Ergolink	Corporate Services: Ergonomic Desk & Delivery	646.25
EFT-45918	4/12/2025	Gingin Fuel and Tyres Pty Ltd	Supply 17500L of Diesel to Gingin Depot	29,921.58
EFT-45919	4/12/2025	Instant Products Hire	Portable Toilet Hire: Christmas Event	542.87
EFT-45920	4/12/2025	Kleen West Distributors	Guilderton Ablutions: Bin Liners	1,760.00
EFT-45921	4/12/2025	LD Total	Monthly Turf Maintenance	48,249.47
EFT-45922	4/12/2025	Ledge Point Roofing and Maintenance	Lancelin Aged Units: Replace Fence Pillar Fretting Mortar	2,255.00
EFT-45923	4/12/2025	Moore River Electrical Services	Lancelin Aged Units: Install 3 x Oven & Hotplates, RCD's and Isolation Switches	3,375.00
EFT-45924	4/12/2025	Omnicom Media Group Australia Pty Ltd (Marketforce)	Advertisement: Notice of Intent to Make Local Laws - The West Australian	943.18
EFT-45925	4/12/2025	PFD Food Services Pty Ltd	Gingin Aquatic Centre: Kiosk Supplies	622.63
EFT-45926	4/12/2025	Pingarning Pty Ltd	WHS Management System Quarterly Service	1,430.00
EFT-45927	4/12/2025	Sherrin Rentals Pty Ltd	Water Truck Hire November	9,335.70
EFT-45928	4/12/2025	The Australian Local Government Job Directory Pty Ltd	Employment Advertisement: Community Development Officer	385.00
EFT-45929	4/12/2025	The National Trust of Australia (WA)	Gingin Railway Station: Rent 27/12/2025 - 26/01/2026	255.37
EFT-45930	4/12/2025	Tiffany's Catering	Catering: First Aid Training	148.50
EFT-45931	4/12/2025	WANT Plumbing Services Pty Ltd	Gingin Cemetery: Grave Digging Services	3,300.00
EFT-45932	4/12/2025	West Coast Turf	Guilderton Holiday Park: Kikuyu Turf	123.75
EFT-45933	4/12/2025	Western Australian Local Government Association	Course: Introduction to Managing Business Records Training	682.00
EFT-45934	4/12/2025	WEX Australia Pty Ltd	Caltex Fuel Card Purchases	1,536.75
EFT-45935	4/12/2025	Work Clobber	Ranger Uniforms	293.50
EFT-45936	4/12/2025	Helen Sampson	Gingin Waste Facility Management	1,806.75
EFT-45937	4/12/2025	Leigh Solomon	Guilderton Caravan Park: Gate repairs	100.00
EFT-45938	4/12/2025	Thi Nguyen	Rate Refund	422.37
EFT-45939	10/12/2025	Advance Office Solutions	Franking Machine: Quarterly Rental	643.50
EFT-45940	10/12/2025	AFGRI Equipment Pty Ltd	GG003: Muffler	1,757.90
EFT-45941	10/12/2025	AMPAC Debt Recovery WA Pty Ltd	Rates Debt Recovery Costs & Commissions	176.00
EFT-45942	10/12/2025	Apex Refrigeration WA	Guilderton Store: Emergency Repairs to Cool Room	458.92
EFT-45943	10/12/2025	ASK Waste Management Pty Ltd	Lancelin Waste Facility: Installation Specifications, Sampling and Reporting for Groundwater Monitoring	6,820.00
EFT-45944	10/12/2025	Australian Taxation Office (PAYG)	Payroll deduction for PE: 04/12/2025	46,136.00
EFT-45945	10/12/2025	Avantgarde Technologies	Service Desk Support & System Administration Support	9,862.20
EFT-45946	10/12/2025	BCE Surveying Pty Ltd	Feature Survey of Sappers Road Brockman Street Utility Survey	15,070.00

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**Payments made under Delegated Authority 2.1 Payment of
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TYPE	DATE PAID	NAME	Payment Category		AMOUNT
			L - Local, R - Reimbursement, F - Funded, S - Staff, PF - Partially Funded, C - Councillor	DETAILS	
EFT-45947	10/12/2025	Bluecoast Consulting Engineers Pty Ltd		3 Emu's coastal erosion: Coastal Design Report Summary	2,420.00
EFT-45948	10/12/2025	Boya Equipment		Kubota Mowers Service Kits	673.87
EFT-45949	10/12/2025	Brightmark Group Pty Ltd		Gingin Medical Centre Cleaning	2,455.20
EFT-45950	10/12/2025	Bunnings Buildings Supplies Pty Ltd		Lancelin Aged Unit Deep Clean	
EFT-45951	10/12/2025	CarBon Leasing & Rentals Pty Ltd		Hardware Materials Upper Coastal Buildings	1,987.00
EFT-45952	10/12/2025	CFMEU		Kingchrome Bit Holder Set and Fasteners	
EFT-45953	10/12/2025	Child Support Agency		Gingin Administration Office: 4 x Solid Core Doors	
EFT-45954	10/12/2025	Civil Engineering Assignments		Salary Sacrifice Novated Lease Payment	1,024.60
EFT-45955	10/12/2025	Complete Office Supplies Pty Ltd		Payroll deduction for PE: 04/12/2025	60.00
EFT-45956	10/12/2025	Corsign		Payroll deduction for PE: 04/12/2025	394.99
EFT-45957	10/12/2025	DADAA Limited		Civil Designer for Capital Works	6,748.50
EFT-45958	10/12/2025	Eagleye Technical Services		Lancelin Depot: Magnetic Whiteboard	303.08
EFT-45959	10/12/2025	Eastern Hills Chainsaws & Mowers Pty Ltd		Custom Wildlife Sign: Pelican Protection	282.15
EFT-45960	10/12/2025	Ecowater Services		International Day of People with Disability: Wreath Making Supplies	268.50
EFT-45961	10/12/2025	Exteria		Gingin Aquatic Centre: Replacement Exhaust Fans	447.08
EFT-45962	10/12/2025	Fire Front Solutions Pty Ltd		Honda Brush Cutter Spare Parts	287.75
EFT-45963	10/12/2025	Five Senses Coffee Pty Ltd		Guilderton Store: ATU Repair	827.75
EFT-45964	10/12/2025	Frontline Fire and Rescue Equipment		Lancelin: Bench Seats, Wangaree Park & Pioneer Park	11,330.00
EFT-45965	10/12/2025	Gingin District Community Resource Centre Inc (CRC)		FireMapper Annual Subscription	1,584.00
EFT-45966	10/12/2025	Gingin Fuel and Tyres Pty Ltd		Gingin Aquatic Centre: Coffee Products	624.80
EFT-45967	10/12/2025	Gingin Trading		Equipment for Gingin South Brigade Vehicles	508.20
EFT-45968	10/12/2025	Hanlons Electrical Service		Printing Services	55.90
EFT-45969	10/12/2025	Hersey's Safety Pty Ltd		G007: Battery	440.00
EFT-45970	10/12/2025	Indian Ocean Painting and Decorating		Hardware Store Purchases Gingin	16,543.44
EFT-45971	10/12/2025	Indian Ocean Pest Control		Lancelin Depot: Air-conditioning unit and circuit breaker connection	330.00
EFT-45972	10/12/2025	IT Vision		Gingin & Lancelin Depot PPE Order	36.66
EFT-45973	10/12/2025	Jupps Flooring Specialists Ocean Keys		Lancelin Aged Unit: Internal Painting	3,520.00
EFT-45974	10/12/2025	Kingspan Water and Energy Pty Ltd		Shire Facilities: General pest treatment and rodent box refill	18,990.00
EFT-45975	10/12/2025	Kleen West Distributors		Gingin Medical Centre: Termite infested tree inspection	
EFT-45976	10/12/2025	Lancelin Gull Roadhouse			
EFT-45977	10/12/2025	Lancelin Trade and Rural Supplies			
EFT-45978	10/12/2025	Lancelin Tree Services			
EFT-45979	10/12/2025	Landgate			
EFT-45980	10/12/2025	Ledge Point Roofing and Maintenance			
EFT-45981	10/12/2025	LGRCEU (WA Division)			
EFT-45982	10/12/2025	M.R. Mulching			
EFT-45983	10/12/2025	Mellanie Culhane T/A Environmental Resilience			
EFT-45984	10/12/2025	Moore River Electrical Services			
EFT-45985	10/12/2025	RBH Fencing			
EFT-45986	10/12/2025	RNK Sales Pty Ltd (Kanga Loaders)			
EFT-45987	10/12/2025	S2J Pty Ltd			
EFT-45988	10/12/2025	Sonic HealthPlus Pty Ltd			
EFT-45989	10/12/2025	St John Ambulance Western Australia Ltd			
EFT-45990	10/12/2025	Strooth Consulting Pty Ltd			
EFT-45991	10/12/2025	Tiffany's Catering			
EFT-45992	10/12/2025	Training Services Australia			
EFT-45993	10/12/2025	Uniforms at Work			

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**Payments made under Delegated Authority 2.1 Payment of
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TYPE	DATE PAID	NAME	Payment Category	AMOUNT	DETAILS
			L - Local, R - Reimbursement, F - Funded, S - Staff, PF - Partially Funded, C - Councillor		
EFT-45994	10/12/2025	WA Stump Grinding & Tree Services		17875.00	L
EFT-45995	10/12/2025	WANT Plumbing Services Pty Ltd		1100.00	L
EFT-45996	10/12/2025	Waterlogic Australia Pty Ltd		173.97	
EFT-45997	10/12/2025	Helen Sampson		1806.75	L
EFT-45998	10/12/2025	Kevin Vine		500.50	
EFT-45999	10/12/2025	Leigh Solomon		7227.00	L
EFT-46000	10/12/2025	Robert Kestel		100.00	C
EFT-46001	10/12/2025	Thomas Kusters		220.00	L
EFT-46002	10/12/2025	Tony Pisconeri		18000.00	
EFT-46003	16/12/2025	Shire of Gingin		61.65	F
EFT-46004	17/12/2025	ACS Swan Express Print		286.00	
EFT-46005	17/12/2025	AMPAC Debt Recovery WA Pty Ltd		1265.00	
EFT-46006	17/12/2025	Australia Post		2.26	
EFT-46007	17/12/2025	BOC Pty Ltd		110.79	
EFT-46008	17/12/2025	Bunnings Buildings Supplies Pty Ltd		525.84	
EFT-46009	17/12/2025	Bushfire Risk Solutions		379.50	
EFT-46010	17/12/2025	Complete Office Supplies Pty Ltd		207.57	
EFT-46011	17/12/2025	Country Copiers		251.76	
EFT-46012	17/12/2025	Country Values Real Estate - Trust Account		2320.00	L
EFT-46013	17/12/2025	Department of Local Government Industry Regulation and Safety - Bonds ADMIN	BSL Payments Collected November 2025	11276.51	F
EFT-46014	17/12/2025	Department of Transport	Release of Information fee for the Shire of Gingin Parking Infringement Notices	86.70	
EFT-46015	17/12/2025	Duncan Solutions	Guilderton Parking Meters: Credit Card Transactions and Monthly Support	274.81	
EFT-46016	17/12/2025	Eagleye Technical Services	Woodridge Hall: Repair fuse Guilderton Skate Park: Replace reticulation controller and repair bore controller CU@ the park toilets: Test switchboard and supply electrical safety certificate	1053.25	L
EFT-46017	17/12/2025	Full Flow Plumbing and Gas	Guilderton Holiday Park: Abiations and In Ground Water Leak Repair Guilderton Caravan Park: Repairs to variety of plumbing issues	1480.60	L
EFT-46018	17/12/2025	Gingin Fuel and Tyres Pty Ltd	Generator Battery PGG048: Supply and Fit New Tyres	1036.80	L
EFT-46019	17/12/2025	Gull Gingin Pty Ltd	Catering: BFAC Meeting	195.00	L
EFT-46020	17/12/2025	IGA Local Grocer Gingin	Supermarket Purchases Gingin	518.41	L
EFT-46021	17/12/2025	Indian Ocean Pest Control	Gingin Facilities: Supply New Rodent Boxes	1320.00	L
EFT-46022	17/12/2025	IQPC	Development Services Manager Replacement Monitor	1929.99	
EFT-46023	17/12/2025	Lancelin Districts CWA	Remembrance Day Wreath - Lancelin	30.00	L
EFT-46024	17/12/2025	Lancelin Tree Services	Seaview Drive, Karakin: Tree Removal	2530.00	L
EFT-46025	17/12/2025	Landgate	Valuation Fees	70.50	
EFT-46026	17/12/2025	Limestone Park Earthmoving	Cullalla Road: Fire Standby	132.00	L
EFT-46027	17/12/2025	McLeods Lawyers Pty Ltd	Legal Expenses	52.80	
EFT-46028	17/12/2025	MidWest Building (WA) Pty Ltd	Refurbishment Works Lancelin Ages Units Iplex Piping	37345.00	L
EFT-46029	17/12/2025	Moore River News Inc	Advertising: Event Flyers	110.00	L
EFT-46030	17/12/2025	Moore River Roadhouse	Fuel Purchases	1486.08	L
EFT-46031	17/12/2025	Moore River Tree Services	Wowra Dr: Tree Pruning Tree Removal Fence Line Clearing Brockman Street: Tree Pruning Western Power Pruning	13365.00	L
EFT-46032	17/12/2025	Moore Septics	Granville Ablutions: Septic Pump Out	1155.00	L
EFT-46033	17/12/2025	Northern Valley News	Advertising: Country to Coast & Event Flyers	1025.00	L
EFT-46034	17/12/2025	PFD Food Services Pty Ltd	Gingin Aquatic Centre: Kiosk Items	1041.16	
EFT-46035	17/12/2025	Plumb It Right Pty Ltd	Guilderton Caravan Park: Supply and install hot water unit	11555.50	

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**Payments made under Delegated Authority 2.1 Payment of
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Payment Category L - Local, R - Reimbursement, F - Funded, S - Staff, PF - Partially Funded, C - Councillor			
TYPE	DATE PAID	NAME	DETAILS
			AMOUNT
EFT-46036	17/12/2025	RingCentral Australia Pty Ltd	Gingin Admin: Monthly Phone Service 1178.10
EFT-46037	17/12/2025	Shire of Gingin	Historical Bonds Forfeited: Standpipe Keys & Cleaning Expenses 1110.00 F
EFT-46038	17/12/2025	Sonic HealthPlus Pty Ltd	Pre Employment Medical 442.20
EFT-46039	17/12/2025	St John Ambulance Western Australia Ltd	St John First Aid Kits Service & Additional Kits 712.80
EFT-46040	17/12/2025	Supagas Pty Limited	Gas Cylinder Equipment Rental 99.00
EFT-46041	17/12/2025	TLC Safety Pty Ltd TA Einstiens Australia	Better Beginning Backpack Launch: Einstein Australia Under 5's Workshop 522.50
EFT-46042	17/12/2025	Trescal (Australia) Pty Ltd	Calibration of IR Digital Temperature Indicator 700.15
EFT-46043	17/12/2025	Uniforms at Work	Long Sleeve Polo Shirts 367.65
EFT-46044	17/12/2025	Verge Safety Barriers	Gingin Depot: Safety Barriers 3074.50
EFT-46045	17/12/2025	Yued Aboriginal Corporation	Bond Refund Booking 8279 - Granville Civic Centre 500.00 R
EFT-46046	17/12/2025	Cindy King	Early Rates Incentive Scheme: Prize Winner - Package E 2000.00
EFT-46047	17/12/2025	Grace Moodie	Early Rates Incentive Scheme: Prize Winner - Package F 5,000.00
EFT-46048	17/12/2025	Helen Sampson	Gingin Waste Facility Management 1806.75 L
EFT-46049	17/12/2025	Kerry Manthey	Events Trailer Booking 05/12/2025 Bond Refund 200.00 R
EFT-46050	17/12/2025	Patricia Elliot	Facility Booking 8375 Bond Refund #98085 395.00 R
EFT-46051	17/12/2025	Ruth March	Reimbursement: Waste Conference Expenses 268.28 S, R
EFT-46052	17/12/2025	Zully Meneses	Rate Refund 804.00 R
EFT-46053	17/12/2025	Andrea Vis	Councillor Quarterly Payment 01/10/2025 - 31/12/2025 2852.50 C Councillor Allowance September 2025 Meeting Fee Adjustment
EFT-46054	17/12/2025	Craig Hyne	Councillor Quarterly Payment Prorate 18/10/2025 - 31/12/2025 2265.29 C
EFT-46055	17/12/2025	David Wilkie	Councillor Quarterly Payment Prorate 18/10/2025 - 31/12/2025 2265.29 C
EFT-46056	17/12/2025	Frank Peczka	Councillor Quarterly Payment 01/10/2025 - 17/10/2025 Deputy President Quarterly Payment 18/10/2025 - 31/10/2025 3667.71 C Councillor Allowance September 2025 Meeting Fee Adjustment
EFT-46057	17/12/2025	Jason Weeks	Councillor Quarterly Payment 01/10/2025 - 31/12/2025 2852.50 C Councillor Allowance September 2025 Meeting Fee Adjustment
EFT-46058	17/12/2025	Lincoln Stewart	Councillor Quarterly Payment 01/10/2025 - 31/12/2025 2852.50 C Councillor Allowance September 2025 Meeting Fee Adjustment
EFT-46059	17/12/2025	Linda Balcombe	Shire President Quarterly Payment 01/10/2025 - 31/12/2025 8525.00 C
EFT-46060	17/12/2025	Nicole Woods	Councillor Quarterly Payment 01/10/2025 - 31/12/2025 2852.50 C Councillor Allowance September 2025 Meeting Fee Adjustment
PAY-174	18/12/2025	Shire of Gingin	Net Pays PE 16/12/2025 173,608.98 S
EFT-46061	22/12/2025	A Space Australia Pty Ltd	Wangaree Park: Replacement Cable Rope Net 1898.88
EFT-46062	22/12/2025	ACS Swan Express Print	Printing Services: Ranger Books & Daily Running Sheets 668.80
EFT-46063	22/12/2025	AFGRI Equipment Pty Ltd	GG012: Replacement Cab Relays 256.50
EFT-46064	22/12/2025	Aurora Delta Pty Ltd	Pre Employment Medical 185.00 L
EFT-46065	22/12/2025	Australian Taxation Office (PAYG)	Payroll deduction for PE: 18/12/2025 49424.00 S
EFT-46066	22/12/2025	Avantgarde Technologies	Consultant Hours: Remote Desktop Application and Testing 1643.66
EFT-46067	22/12/2025	BCE Surveying Pty Ltd	Feature Survey of Gingin Townsite Roads 16335.00
EFT-46068	22/12/2025	Belgravia PRO Pty Ltd	Guilderton Caravan Park: Pure Glamping & Equipment Hire, RMS License Fees, Park Management Fee 53187.72
EFT-46069	22/12/2025	Boya Equipment	Mowers: Transmission Hydraulic Oil 468.34
EFT-46070	22/12/2025	CarBon Leasing & Rentals Pty Ltd	Salary Sacrifice Novated Lease Payment 1024.60 S
EFT-46071	22/12/2025	Cellarbrations Gingin	Council Refreshments 117.00 L
EFT-46072	22/12/2025	Certex Lifting Pty Ltd	Tagging and Testing Lifting Equipment 1925.00

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**Payments made under Delegated Authority 2.1 Payment of
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			L - Local, R - Reimbursement, F - Funded, S - Staff, PF - Partially Funded, C - Councillor	
EFT-46073	22/12/2025	CFMEU	Payroll deduction for PE: 18/12/2025	60.00 S
EFT-46074	22/12/2025	ChemCERT Training Group Pty Ltd	Chemical Training Course	380.00
EFT-46075	22/12/2025	Child Support Agency	Payroll deduction for PE: 18/12/2025	394.99 S
EFT-46076	22/12/2025	Civil Products WA	Rural Road Number Decals and Plaques	352.00
EFT-46077	22/12/2025	Coastal Courier	Advertising: Event Flyers	80.00 L
EFT-46078	22/12/2025	Complant Pty Ltd	GG029: Filter Kit	28.29
EFT-46079	22/12/2025	Construction Training Fund	CTF Payments Collected November 2025	2889.93 F
EFT-46080	22/12/2025	Cooee Couriers & Transport	Courier Services	690.03
EFT-46081	22/12/2025	Duncan Solutions	Guilderton Parking Meters: Battery Replacement	349.80
EFT-46082	22/12/2025	Eagleye Technical Services	Administration Building: Fault Diagnostics	374.00 L
EFT-46083	22/12/2025	Eastern Hills Chainsaws & Mowers Pty Ltd	Brush Cutter Spare Heads	276.30
EFT-46084	22/12/2025	Ecowater Services	Gingin Admin: Quarterly ATU Servicing	3403.80
			Guilderton Caravan Park: ATU Evacuation and Recommission	
EFT-46085	22/12/2025	Element Advisory Pty Ltd	Strategic Community Plan: Redfield Park Workshop and Outcomes Reporting	13295.74
EFT-46086	22/12/2025	Environex International Pty Ltd	Gingin Aquatic Centre: Pool Chemicals	1391.28
EFT-46087	22/12/2025	Get Pumped CWS Pty Ltd t/as Chittering Septic Service	Guilderton Caravan Park: Pump out of waste water system tanks	31966.25 L
EFT-46088	22/12/2025	Gingin Agencies WA	Prime Movers: Ad Blu	1490.01 L
EFT-46089	22/12/2025	Gingin District Community Resource Centre Inc (CRC)	Provision of Library Services	7771.50
EFT-46090	22/12/2025	Gingin District High School - GGDHS	Booking 8329 Refund	244.00 R
EFT-46091	22/12/2025	Gingin Florist	Early Rates Prize Night: Floral Arrangements & Remembrance Day Wreath	450.00 L
EFT-46092	22/12/2025	Gingin Fuel and Tyres Pty Ltd	GG034: Tyres	3515.00 L
			GG066: 2x N120 Batteries	
			GG058: Supply and Fit Front Tyres	
			GG074: Supply and Fit Front Tyres	
			GG046: Supply and Fit Rear Tyres	
EFT-46093	22/12/2025	Grand Toyota	GG007: Grab Handle	151.52
			GG073: Socket	
EFT-46094	22/12/2025	Gull Gingin Pty Ltd	Student Council Catering	100.00 L
EFT-46095	22/12/2025	Indian Ocean Pest Control	Ocean Farms Hall: Termite Inspection	220.00 L
EFT-46096	22/12/2025	IT Vision	SynergySoft Rates Payment Error Correction	825.00
EFT-46097	22/12/2025	K B Riley & Sons Pty Ltd t/a Lancelin Sands	Grace Darling to Edward Island Point Sand Renourishment Work	119680.00 L
			Coastal & Adaption Protection Grant	
EFT-46098	22/12/2025	Lancelin Community Resource Centre Inc (CRC)	Annual Tourism Grant Funding	11000.00 G
EFT-46099	22/12/2025	Lancelin Tree Services	Dillworth Rd Ledge Point: Removal and Pruning Coast Mort	1980.00 L
EFT-46100	22/12/2025	Landgate	Valuation Fees	249.44
EFT-46101	22/12/2025	LD Total	Monthly Turf Maintenance	48249.47
EFT-46102	22/12/2025	Ledge Point Country Club Inc LPCC	Council Meeting Catering	992.60 L
EFT-46103	22/12/2025	Ledge Point Roofing and Maintenance	Ledge Point Fire Shed: Replace External Door, Frame and Fascia	6649.50 L
EFT-46104	22/12/2025	Ledge's Kanga Service and Skip Bin Hire	Lancelin Jetty Skip Bin Hire	2640.00 L
EFT-46105	22/12/2025	LGRCEU (WA Division)	Payroll deduction for PE: 18/12/2025	48.00 S
EFT-46106	22/12/2025	Lo-Go Appointments	Finance Officer Temp Contract	5263.12
EFT-46107	22/12/2025	McLeods Lawyers Pty Ltd	Legal Expenses	5343.80
EFT-46108	22/12/2025	Midland Trophies	Councillor Plaques	230.00
EFT-46109	22/12/2025	NAPA a division of GPC Asia Pacific Pty Ltd	GG073: Socket Adapter	1216.92
			GG073: Tyre Deflator Kit & External Work Lamps	
			GG098/GG096: Service parts	
			GG066: Isolator/lockout kit	
			Fuel Cap & Oil	
			Multiple vehicle & Small engine stock/service parts	
EFT-46110	22/12/2025	Northern Valley Water Supplies	Red Gully BFB: 13000L Water	420.00 L
EFT-46111	22/12/2025	Officeworks	Ergonomic Wrist Rest & Council Chambers Water Re-Stock	243.95
EFT-46112	22/12/2025	Pingarning Pty Ltd	WHS Management System	1430.00
EFT-46113	22/12/2025	Redfield Park Community Association	Redfield Park Engagement Workshop Strategic Community Plan Hall Booking & Catering	145.00 L
EFT-46114	22/12/2025	Repco Division of Asia Pacific Pty Ltd	GG073: Power Cup Adaptor	34.00

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**Payments made under Delegated Authority 2.1 Payment of
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TYPE	DATE PAID	NAME	Payment Category	
			L - Local, R - Reimbursement, F - Funded, S - Staff, PF - Partially Funded, C - Councillor	
EFT-46115	22/12/2025	Shire of Gingin	CTF Commissions	74.25 F
EFT-46116	22/12/2025	Stewart & Heaton Clothing Co Pty Ltd	BDB PPE Order	183.68
EFT-46117	22/12/2025	Strooth Consulting Pty Ltd	Edward Street: Drainage design review	1188.00
EFT-46118	22/12/2025	Sydney Tools Pty Ltd	Gingin Depot Workshop Jack Stands	248.00
EFT-46119	22/12/2025	Truck Centre WA Pty Ltd	GG00: Mirror Trims	567.31
EFT-46120	22/12/2025	Truckline	GG045: Radar bracket/cover	355.28
EFT-46121	22/12/2025	UTL Utilities Pty Ltd	GG6017: Brake booster & Slack adjuster Consultancy Services to develop Waste Contract for bin collection, recycling processing, landfill operation and gatehouse services	130336.29
EFT-46122	22/12/2025	Alexander Le Dain	Guilderton Holiday Park Booking Refund	55.00 R
EFT-46123	22/12/2025	Ali Mocanu	Guilderton Holiday Park Booking Refund	162.00 R
EFT-46124	22/12/2025	Amber Bryan	Guilderton Holiday Park Booking Refund	245.50 R
EFT-46125	22/12/2025	Amy Mansfield	Guilderton Holiday Park Booking Refund	467.00 R
EFT-46126	22/12/2025	Anne Stroud	Prize Winner - Strategic Community Plan	200.00 R
EFT-46127	22/12/2025	David Wilkie	Refund Candidate Nomination Fee 2025	100.00 R, C
EFT-46128	22/12/2025	Haley Newton	Refund Bond Booking #8501	395.00 R
EFT-46129	22/12/2025	Helen Sampson	Gingin Waste Facility Management	1806.75 L
EFT-46130	22/12/2025	Jane Germain	Staff Christmas Party: Entertainment Service	572.00
EFT-46131	22/12/2025	Joel Downey	Guilderton Holiday Park Booking Refund	243.00 R
EFT-46132	22/12/2025	John Allen	Refund of Development Application Fees	384.00 R
EFT-46133	22/12/2025	Joyce Snitch	Rent Refund	400.10 R
EFT-46134	22/12/2025	Kaye Lowes	Prize Winner - Strategic Community Plan	200.00
EFT-46135	22/12/2025	Kerry Nichevich	Prize Winner - Strategic Community Plan	200.00
EFT-46136	23/12/2025	Avon Waste	Kerbside Collection Services	47672.75
PAY-175	30/12/2025	Shire of Gingin	Net Pays PE 30/12/2025	174,456.43 S
EFT TOTAL				1,230,738.83

CHEQUES

CHEQUES TOTAL

DIRECT DEBIT		
DE-7441	1/12/2025	Bendigo Bank
DE-7443	1/12/2025	Bendigo Bank
DE-7404	1/12/2025	Go Go Media
DE-7424	1/12/2025	Department of Transport
DE-7426	1/12/2025	QPC Group
DE-7444	1/12/2025	Bendigo Bank
DE-7307	2/12/2025	Synergy
DE-7310	2/12/2025	Synergy
DE-7308	2/12/2025	Synergy
DE-7305	2/12/2025	Synergy
DE-7309	2/12/2025	Synergy
DE-7306	2/12/2025	Synergy
DE-7425	2/12/2025	Department of Transport
DE-7446	2/12/2025	Department of Justice
DE-7447	3/12/2025	Department of Transport
DE-7448	3/12/2025	Bendigo Bank
DE-7449	3/12/2025	Bendigo Bank
DE-7450	3/12/2025	Bendigo Bank
DE-7451	3/12/2025	Bendigo Bank
DE-7452	3/12/2025	Bendigo Bank
DE-7453	3/12/2025	Bendigo Bank
DE-7336	3/12/2025	Synergy
DE-7432	4/12/2025	Precision Administration Services Pty Ltd
DE-7460	4/12/2025	Western Australian Treasury Corporation (WATC)
DE-7340	4/12/2025	Synergy
		Bendigo Bank: Transfer Fees
		Bendigo Bank: Fees
		Monthly Message On Hold
		Department of Transport Licensing 27/11/2025
		Epson WF-C21000 Click Charges
		Bendigo Bank: BPay Biller Fee
		Electricity charges Lot 134 Constable St Gingin
		Electricity charges Lot 148 Robinson St Gingin
		Electricity charges 7 Brockman St Gingin
		Electricity charges 1 Weld St Gingin
		Electricity charges 25007 Dewar St Guilderton
		Electricity charges Lot 41 Weld Street Gingin
		Department of Transport Licensing 28/11/2025
		Lodgement fee for registering unpaid infringements
		Department of Transport Licensing - 03/12/2025
		Bendigo Bank Fees
		Seabird Waste Facility Merchant Fee 25/09/2025
		Bendigo Bank Fees
		CBA Merchant Fee
		CBA Merchant Fee
		CBA Merchant Fee
		Electricity charges 57 Lefroy St Gingin
		Payroll deduction for PE: 04/12/2025
		LN-124A-Regional Hardcourt Facility Repayment: 23
		Electricity charges Lot 326 Roe St Gingin

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**APPENDIX
13.3.1**

**Payments made under Delegated Authority 2.1 Payment of
Creditors for the period 01/12/2025 - 31/12/2025**

TYPE	DATE PAID	NAME	Payment Category	AMOUNT
			L - Local, R - Reimbursement, F - Funded, S - Staff, PF - Partially Funded, C - Councillor	
DE-7337	4/12/2025	Synergy	Electricity charges 3 Fewster St Gingin	190.89
DE-7339	4/12/2025	Synergy	Electricity charges Lot 850 U A Jones St Gingin	166.27
DE-7341	4/12/2025	Synergy	Electricity charges 5 Weld St Gingin	73.71
DE-7338	4/12/2025	Synergy	Electricity charges Lot 126 Constable St Gingin	23.45
DE-7461	4/12/2025	Bendigo Bank	Bendigo Bank: Fees	20.40
DE-7462	4/12/2025	Department of Transport	Department of Transport - Licensing 02/12/2025	2,758.00
DE-7344	5/12/2025	Synergy	Electricity charges U A 37 Lefroy St Gingin	1,268.55
DE-7343	5/12/2025	Synergy	Electricity charges Lot 501 Honeycomb Rd Gingin	1,225.21
DE-7342	5/12/2025	Synergy	Electricity charges Lot 10 Cockram Road Gingin	228.64
DE-7348	5/12/2025	Synergy	Electricity charges Lot 32 Church St Gingin	101.60
DE-7463	5/12/2025	Department of Transport	Department of Transport - Licensing 03/12/2025	2,725.40
DE-7464	5/12/2025	QPC Group	Replacement Epson Printer Cartridge Freight	33.00
DE-7374	8/12/2025	Water Corporation	Water charges 57 Lefroy St Gingin Lot 37	78.35
DE-7376	8/12/2025	Water Corporation	Water charges 4 Fewster St Gingin Lot 103	123.49
DE-7375	8/12/2025	Water Corporation	Water charges 37A Lefroy Street Gingin Lot 20	381.94
DE-7373	8/12/2025	Water Corporation	Water charges 3 Fewster St Gingin Lot 73	61.93
DE-7465	8/12/2025	Department of Transport	Department of Transport - Licensing 04/12/2025	1,868.25
DE-7466	8/12/2025	Telstra	Telephone charges Guilderton Caravan Park	480.00
DE-7351	9/12/2025	Synergy	Electricity charges Lot 324 Gingin Road Lancelin	492.72
DE-7350	9/12/2025	Synergy	Electricity charges 107 Gingin Rd Lancelin	373.53
DE-7359	9/12/2025	Synergy	Electricity charges Lot 102 Gingin Road Lancelin	297.40
DE-7349	9/12/2025	Synergy	Electricity Charges Lot 323 Rock Way Lancelin	260.57
DE-7352	9/12/2025	Synergy	Electricity charges Lot 9505 Lancelin Rd Lancelin	176.66
DE-7467	9/12/2025	Department of Transport	Department of Transport - Licensing 05/12/2025	4,944.40
DE-7469	9/12/2025	Telstra	Telstra Group Plan 332 1096 000 up to 13/11/2025	3,120.02
DE-7354	10/12/2025	Synergy	Electricity charges 13 King Dr Woodridge	2,814.77
DE-7360	10/12/2025	Synergy	Electricity Charges Lot 99 Weld St Gingin	896.15
DE-7353	10/12/2025	Synergy	Electricity charges 9 King St Lancelin	251.25
DE-7475	10/12/2025	Department of Transport	Department of Transport - Licensing 08/12/2025	4,421.50
DE-7476	10/12/2025	Bendigo Bank	Bendigo Bank Fees	9.60
DE-7253	10/12/2025	Dell Financial Services Pty Ltd	IT Server Refresh Lease Buyout	1.10
DE-7383	11/12/2025	Water Corporation	Water charges 1 Weld St Gingin Lot 66	2,087.50
DE-7391	11/12/2025	Water Corporation	Water charges Edwards St Guilderton Lot 424 RES 36048	243.19
DE-7384	11/12/2025	Water Corporation	Water charges 3 Horan St Gingin Lot 86	42.17
DE-7477	11/12/2025	Department of Transport	Department of Transport Licencing - 09/12/2025	5,189.20
DE-7356	11/12/2025	Synergy	Electricity charges Jones St Ledge Point	555.30
DE-7357	11/12/2025	Synergy	Electricity charges Lot 646 Robertson Rd Ledge Point	533.16
DE-7355	11/12/2025	Synergy	Electricity charges Lot 1 Cunliffe St Lancelin	212.97
DE-7493	11/12/2025	Telstra	334 8777 339 Telstra Group Plan up to 21/11/2025	1,026.35
DE-7396	12/12/2025	Water Corporation	Water charge 60 King Dr Woodridge Lot 267	165.66
DE-7397	12/12/2025	Water Corporation	Water charges 60 King Dr Woodridge Lot 267	96.38
DE-7380	12/12/2025	Water Corporation	Water charges 18-20 Brockman St Gingin Lot 125, 402	63.25
DE-7381	12/12/2025	Water Corporation	Water charges 11 Constable Street St Gingin Lot 134	6.02
DE-7379	12/12/2025	Water Corporation	Water charges 6 Constable St Gingin Lot 126	15.06
DE-7382	12/12/2025	Water Corporation	Water charges 7 Brockman St Gingin Lot 163 RES 2581	216.86
DE-7385	12/12/2025	Water Corporation	Water charges Jones Street Gingin Lot 500 RES 50843	9.04
DE-7386	12/12/2025	Water Corporation	Water charges Jones St Gingin Lot 500 RES 50843	6.02
DE-7388	12/12/2025	Water Corporation	Water charges Weld St Gingin Lot 99	531.64
DE-7371	12/12/2025	Water Corporation	Water charges Heffron Way Gabbadah Lot 244	355.42
DE-7358	12/12/2025	Synergy	Electricity charges Lot 390 U 54 Ledge Point Road, Ledge Point	2,477.92
DE-7398	12/12/2025	Synergy	Electricity charges U Cs 2 Atkinson Way Lancelin	105.49
DE-7489	12/12/2025	Department of Transport	Department of Transport - Licensing 10/12/2025	1,372.85
DE-7395	12/12/2025	Water Corporation	Water charges 13 King Dr Woodridge Lot 301	397.58
DE-7370	12/12/2025	Water Corporation	Water charges Brockman St Gingin Lot 600	708.04
DE-7387	12/12/2025	Water Corporation	Water charges Roe St Gingin Lot 7, 24-6 R7573, 41-2	228.91
DE-7377	12/12/2025	Water Corporation	Water charges 13 Robinson St Gingin Lot 148 RES32955	18.07
DE-7431	12/12/2025	Viva Energy Australia Pty Ltd	Shell Fuel Card Purchases	625.73
DE-7501	14/12/2025	Credit Card - EMCCS	Credit Card Purchases	813.02

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**APPENDIX
13.3.1**

**Payments made under Delegated Authority 2.1 Payment of
Creditors for the period 01/12/2025 - 31/12/2025**

TYPE	DATE PAID	NAME	Payment Category	
			L - Local, R - Reimbursement, F - Funded, S - Staff, PF - Partially Funded, C - Councillor	
DE-7521	14/12/2025	Credit Card - GG Aquatic Centre Manager	Credit Card Purchases	1,402.67
DE-7500	14/12/2025	Credit Card - Mechanic/Depot Controller	Credit Card Purchases	3,229.12
DE-7499	14/12/2025	Credit Card - EMO	Credit Card Purchases	29.00
DE-7498	14/12/2025	Credit Card - CEO	Credit Card Purchases	4,096.11
DE-7496	14/12/2025	Credit Card - CESM	Credit Card Purchases	140.00
DE-7495	14/12/2025	Credit Card - EMRDS	Credit Card Purchases	1,321.74
DE-7491	15/12/2025	Department of Transport	Department of Transport - Licensing 11/12/2025	1,903.75
DE-7492	15/12/2025	Bendigo Bank	Bendigo Bank Fee Bpoint	54.71
DE-7399	15/12/2025	Synergy	Electricity charges U A 3 De Burgh St Ledge Point	181.25
DE-7389	16/12/2025	Water Corporation	Water charges Moore River Dr Guilderton Lot RES 26561	15.06
DE-7394	16/12/2025	Water Corporation	Water charges Dewar St Guilderton Lot 1RES25007, 2RES 26048	5,021.00
DE-7390	16/12/2025	Water Corporation	Water charges Edwards St Guilderton Lot 425	664.03
DE-7392	16/12/2025	Water Corporation	Water charges 961 Edwards St Guilderton Lot 96 RES 25006	250.00
DE-7393	16/12/2025	Water Corporation	Water charges 232I Wedge St Guilderton Lot 232	55.74
DE-7503	16/12/2025	Department of Transport	Department of Transport - Licensing 12/12/2025	6,404.80
DE-7504	17/12/2025	Department of Transport	Department of Transport - Licensing 15/12/2025	836.50
DE-7433	17/12/2025	Business Service Brokers T/A TeleChoice	Mobile Phone Charges	207.00
DE-7378	17/12/2025	Water Corporation	Water charges 14 Barlee St Gingin Lot 149 RES32955	355.42
DE-7506	17/12/2025	Bendigo Bank	Bendigo Bank Fees	8.55
DE-7505	18/12/2025	Precision Administration Services Pty Ltd	Payroll deduction for PE: 18/12/2025	33,872.91
DE-7418	18/12/2025	Water Corporation	Water charges Unit 7 / 2 Atkinson Way Lancelin Way Lot 84	305.41
DE-7417	18/12/2025	Water Corporation	Water charges Unit 6 / 2 Atkinson Way Lancelin Lot 84	316.70
DE-7410	18/12/2025	Water Corporation	Water charges Unit 1/2 Atkinson Way Lancelin Lot 84	291.05
DE-7411	18/12/2025	Water Corporation	Water charges Unit 2 / 2 Atkinson Way Lancelin Lot 84	281.81
DE-7412	18/12/2025	Water Corporation	Water charges Unit 3 / 2 Atkinson Way Lancelin Lot 84	286.94
DE-7414	18/12/2025	Water Corporation	Water charges Unit 5 / 2 Atkinson Way Lancelin Lot 84	284.89
DE-7415	18/12/2025	Water Corporation	Water Connection Charge 2 Atkinson Way Lancelin Lot 84	49.62
DE-7416	18/12/2025	Water Corporation	Water charges Unit 6 - 11 / 2 Atkinson Way Lancelin Lot 84	233.93
DE-7368	18/12/2025	Water Corporation	Water charges Jones St Ledge Point Lot 744	147.59
DE-7366	18/12/2025	Water Corporation	Water charges De Burgh St Ledge Point Lot 459, 498 RES 31377	87.35
DE-7369	18/12/2025	Water Corporation	Water charges Res 646 De Burgh St Ledge Point Lot 646	84.34
DE-7372	18/12/2025	Water Corporation	Water charges De Burgh St Ledge Point Lot 498 & 459 RES 31377	39.16
DE-7420	18/12/2025	Water Corporation	Water charges Unit 9 / 2 Atkinson Way Lancelin Lot 84	286.94
DE-7367	18/12/2025	Water Corporation	Water charges Jones St Ledge Point Lot 744 RES 31684	795.17
DE-7419	18/12/2025	Water Corporation	Water charges Unit 8 / 2 Atkinson Way Lancelin Lot 84	283.86
DE-7421	18/12/2025	Water Corporation	Water charges Unit 10 / 2 Atkinson Way Lancelin Lot 84	293.10
DE-7413	18/12/2025	Water Corporation	Water charges Unit 4/2 Atkinson Way Lancelin Lot 84	306.43
DE-7507	18/12/2025	Department of Transport	Department of Transport Licensing 16/12/2025	734.50
DE-7510	18/12/2025	Bendigo Bank	Bendigo Bank Fees	15.30
DE-7422	18/12/2025	Water Corporation	Water charges Unit 11 / 2 Atkinson Way Lancelin Lot 84	286.94
DE-7408	19/12/2025	Water Corporation	Water charges 21 Edwards St Seabird Lot 261	27.11
DE-7407	19/12/2025	Water Corporation	Water charges 771 McCormick St Seabird Lot 77	439.75
DE-7513	19/12/2025	Department of Transport	Department of Transport Licensing 17/12/2025	3,179.15
DE-7508	20/12/2025	Western Australian Treasury Corporation (WATC)	LN-131-Altus Financials Suite Software Upgrade Repayment: 9	6,084.73
DE-7509	20/12/2025	Western Australian Treasury Corporation (WATC)	LN-132-Gingin Outdoor Activity Space (GOAS) Repayment: 9	9,530.27

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**APPENDIX
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**Payments made under Delegated Authority 2.1 Payment of
Creditors for the period 01/12/2025 - 31/12/2025**

TYPE	DATE PAID	NAME	Payment Category	AMOUNT
			L - Local, R - Reimbursement, F - Funded, S - Staff, PF - Partially Funded, C - Councillor	
DE-7515	21/12/2025	Western Australian Treasury Corporation (WATC)	LN-120-Regional Hardcourt Facility Repayment: 33	19,775.92
DE-7518	21/12/2025	Western Australian Treasury Corporation (WATC)	LN-133-Cunliffe Street Foreshore Redevelopment Repayment: 5	15,703.31
DE-7434	22/12/2025	Vocus Communications	GESC Internet 01/12/2025 - 22/11/2025	808.50
DE-7428	22/12/2025	Water Corporation	Water charges Seaview Dr Karakin Lot 269	198.79
DE-7429	22/12/2025	Water Corporation	Water charges 4 KW Rd Karakin Lot 161	84.34
DE-7516	22/12/2025	Department of Transport	Department of Transport Licensing 18/12/2025	2,079.85
DE-7517	22/12/2025	Windcave Pty Ltd	Windcave Transaction Fees WAU 3058410	2,657.99
DE-7423	23/12/2025	Water Corporation	Water charges Cunliffe St Lancelin Lot 112	5.95
DE-7409	23/12/2025	Water Corporation	Water charges Atkinson Way Lancelin Lot 323 RES 44490	527.87
DE-7406	23/12/2025	Water Corporation	Water charges 63 Gingin Rd Lancelin Lot 1037 RES 24019	159.50
DE-7405	23/12/2025	Water Corporation	Gingin Rd Lancelin Lot 102, 190 RES 24022	444.94
DE-7523	23/12/2025	Department of Transport	Department of Transport Licensing 19/12/2025	4,957.10
DE-7435	23/12/2025	Synergy	Electricity charges Lot 2 Brockman St, Gingin WA 6503	130.59
DE-7524	23/12/2025	Bendigo Bank	Bendigo Bank DE Fees	0.15
DE-7525	23/12/2025	Bendigo Bank	Bendigo Bank DE Fees	11.25
DE-7430	24/12/2025	Australia Post	Postage Charges Up to 30/11/2025	3,412.50
DE-7526	24/12/2025	Department of Transport	Department of Transport - Licensing 22/12/2025	2,890.85
DE-7437	29/12/2025	Synergy	Electricity charges 106 Paperbark Ave, Gabbadah	390.26
DE-7458	29/12/2025	Water Corporation	Water charges Ocean Farm Dr Nilgen Lot 4021 RES 35092	786.13
DE-7455	29/12/2025	Water Corporation	Water charges 4 Hopkins St Lancelin Lot 606 RES 32942	439.75
DE-7438	29/12/2025	Water Corporation	Water charges L500 Fisher Way Lancelin Lot 500	343.37
DE-7520	29/12/2025	Water Corporation	Water charges 6 Hopkins St Lancelin Lot 701 RES 53340	320.95
DE-7459	29/12/2025	Water Corporation	Water charges Ocean Farm Dr Nilgen Lot 4021RES 35092	256.02
DE-7456	29/12/2025	Water Corporation	Water charges 131 Gingin Rd Lancelin Lot 324 RES 41400	129.52
DE-7436	29/12/2025	Water Corporation	Water charges 9 King St Lancelin Lot 585 RES 32837	78.31
DE-7527	29/12/2025	Department of Transport	Department of Transport - Licensing 23/12/2025	8,088.25
DE-7537	29/12/2025	Viva Energy Australia Pty Ltd	Shell Fuel Card Purchases	728.51
DE-7536	29/12/2025	Westnet Internet Services	Internet Service: CEO Residence 27/11/2025-26/12/2025	67.41
DE-7522	30/12/2025	Precision Administration Services Pty Ltd	Payroll deduction for PE: 30/12/2025	34,564.19
DE-7454	30/12/2025	Synergy	Electricity charges Lot 23 Todman Road Coonababbee	218.32
DE-7528	30/12/2025	Department of Transport	Department of Transport - Licensing 24/12/2025	2,995.90
DE-7529	30/12/2025	Bendigo Bank	Bendigo Bank Fees	15.30
DE-7468	31/12/2025	Synergy	Electricity charges Lot 77 Edwards St Seabird	125.10
DE-7538	31/12/2025	Dell Financial Services Pty Ltd	Allocation of Lease Payment for December 2025	1,651.29
DE-7539	31/12/2025	LJ Hughes	Allocation of Lease Payment for December 2025	688.25
DE-7445	31/12/2025	HP Financial Services (Australia) Pty Ltd	Allocation of Lease Payment for December 2025	748.57
DIRECT DEBIT				313,203.82
TOTAL MUNICIPAL				1,543,942.65

CREDIT CARD BREAK-UP

NOVEMBER	CEO			
		Mailchimp	Monthly Subscription	114.99
		Mailchimp	International Transaction Fee	3.45
		BP Beldon	0GG Diesel 58.93L	113.08
		Kmart	Australia Day Merchandise	327.03
		Moore River Brewing Co	Early Rates Incentive Prize Night Refreshments	1,352.80
		Australia Day Council	Australia Day Merchandise	902.50
		Kmart	Australia Day Merchandise	112.50
		Dynamic Gifts International	Citizenship Gifts	1,165.76

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**APPENDIX
13.3.1**

**Payments made under Delegated Authority 2.1 Payment of
Creditors for the period 01/12/2025 - 31/12/2025**

TYPE	DATE PAID	NAME	Payment Category	
			DETAILS	AMOUNT
		Bendigo Bank	Card Fee	4.00
				4,096.11
EMRDS		Kmart Camera Warehouse Kinatico Australian Institute of Heath & Safety Kinatico Discovery Park Bunbury Bendigo Bank	Seniors Week Door Prizes Nikon Battery Police Clearance Stable Fly Officer Annual Membership Police Clearance Health Officer Stable Fly Training Accommodation Card Fee	157.00 57.86 69.91 283.00 69.91 680.06 4.00
				1321.74
EMCS		Gull Gingin Crowd Pleaser City of Perth Parking Perth City Apartment Hotel Australia Post Simply Headsets Bendigo Bank	2GG Diesel 55.29L Christmas Function Entertainment Deposit Parking fee ICT Seminar Councillor Accommodation DL Window Faced Envelopes Customer Service Replacement Headset Card Fee	103.34 78.00 19.18 335.50 59.00 214.00 4.00
				813.02
CESM		Officeworks Officeworks The 12 Volt Shop Bendigo Bank	Certificate Frame Phone Case GG005 Starlink Vehicle Mount Card Fee	19.00 29.00 88.00 4.00
				140.00
EMOA		Main Roads Bendigo Bank	Special Purpose Vehicle Permit Card Fee	25.00 4.00
				29.00
MECHANIC		Pressure Masters Fuchs Lubricants Shire of Gingin Dot Shire of Gingin Dot Pressure Masters Toolmart Howard Porter Midalia Steel Sydney Tools Bendigo Bank	Workshop Stock Repair Parts Workshop Stock Lubricant Plate Change Plate Remake Tipper Trailer Repair Parts Bearing Puller Trailer Slack Adjuster Slasher Decks Ultrasonic Cleaner Card Fee	1,261.38 955.81 32.00 137.30 152.24 55.95 117.23 164.21 349.00 4.00
				3,229.12
AQUATIC		Bindoon Pharmacy Collins Debden Mitre 10 Bindoon Bindoon IGA Bindoon IGA Campbells Wholesale Bindoon Pharmacy Bindoon IGA Bendigo Bank	Large Sunscreen Tub Financial Year Diary Replacement Interim BBQ Kiosk Milk & Bin Bags Council Size Bin Bags Kiosk Supplies Replacement First Aid Kit Items Kiosk Milk, Icecream & Bin Bags Card Fee	38.90 33.14 399.00 16.40 17.38 821.50 52.65 19.70 4.00
				1,402.67
	Total			11,031.66
CALTEX CARD BREAKUP				
NOVEMBER		WEX Australia Pty Ltd	GG033: 220.73L GG070: 74.10L GG09: 323.76L GG005: 97.70L GG08: 73.89L GG08: 2L (ULP) Transaction Fees	440.35 150.25 613.82 195.30 132.93 3.60 0.50

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20 JANUARY 2026**

**APPENDIX
13.3.1**

**Payments made under Delegated Authority 2.1 Payment of
Creditors for the period 01/12/2025 - 31/12/2025**

TYPE	DATE PAID	NAME	DETAILS	AMOUNT
		Total		<u>1,536.75</u>
SHELL CARD BREAKUP				
		Viva Energy Australia Pty Ltd	GG01: 178.27L	325.61
			GG069: 118.99L	219.08
			GG06: 48.10L	90.48
			GG072: 188.32L	345.34
			GG075: 1L	2.50
			GG083: 202.99L	371.23
		Total		<u>1,354.24</u>

13.4 MONTHLY FINANCIAL REPORT FOR THE PERIOD ENDING 31 DECEMBER 2025

File	FIN/25
Author	Alarna Richards – Coordinator Financial Planning and Reporting
Reporting Officer	Rachael Wright - Executive Manager Corporate Services
Refer	Nil
Appendices	1. Monthly Financial Report December 2025 FINAL [13.4.1 - 23 pages]

DISCLOSURES OF INTEREST

Nil

PURPOSE

To present for Council endorsement the Monthly Financial Report for the period ending 31 December 2025.

BACKGROUND

The Financial Report is presented to Council in accordance with the *Local Government Act 1995* and *Local Government (Financial Management) Regulations 1996*.

COMMENT

The Monthly Financial Report for the period ending 31 December 2025 presents the financial performance of the Shire for the 2025/2026 financial year and compares year-to-date expenditure and revenue against the current budget.

A break-up of the **\$3,413,797** variance in the Monthly Financial Report for the period ending 31 December 2025 is summarised across operations, investing and financing below, with a detailed explanation of variations within each area contained within the **Appendix**

Under Budget

Opening Funding Surplus/Deficit	\$763,103
Operating Expenditure	\$993,398
Investing Activities – Expenditure	\$992,683
Financing Activities – Revenue	(\$90,000)

Over Budget

Operating Revenue	\$528,113
Investing Activities – Revenue	\$228,035
Financing Activities – Expenditure	\$(1,534)

An explanation outlining a summary of the variances across each of the above areas is provided in Note 3, and those specific to capital works are provided within the supplementary information on page 12.

Investments

As required by Council Policy 3.2 Investments, details of Council's investments are provided within the supplementary information on page 10.

STATUTORY/LOCAL LAW IMPLICATIONS

Local Government Act 1995

Part 6 – Financial Management

Division 3 – Reporting on activities and finance

Section 6.4 – Financial Report

Local Government (Financial Management) Regulations 1996

Part 4 – Financial Reports

Reg 34 – Financial activity statement required each month.

Shire of Gingin Delegation Register – Delegation 1.1.10 Power to Invest and Manage Investments

RISK IMPLICATIONS

Not applicable

POLICY IMPLICATIONS

Policy 3.2 – Investments

BUDGET IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2024-2034

Aspiration	4. Excellence & Accountability - Deliver Quality Leadership and Business Expertise
Strategic Objective	4.2 Effective Governance - Apply systems of compliance which assists Council to make informed decisions within a transparent, accountable and principled environment

VOTING REQUIREMENTS – SIMPLE MAJORITY

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Vis SECONDED: Councillor Peczka

That Council endorse the Monthly Financial Report for the period ending 31 December 2025.

CARRIED UNANIMOUSLY
9 / 0

FOR: *Councillor Balcombe, Councillor Hyne, Councillor Kestel, Councillor Peczka, Councillor Stewart, Councillor Vis, Councillor Weeks, Councillor Wilkie and Councillor Woods*

AGAINST: *Nil*

SHIRE OF GINGIN

MONTHLY FINANCIAL REPORT

For the period ended 31 December 2025

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

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**MINUTES
ORDINARY COUNCIL MEETING
20 JANUARY 2026**

**APPENDIX
13.4.1**

**SHIRE OF GINGIN
STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 DECEMBER 2025**

Note	Amended Budget Estimates (a)	YTD Budget Estimates (b)	YTD Actual (c)	Variance* \$ (c) - (b)	Variance* % ((c) - (b))/(b)	Var.	
	\$	\$	\$	\$	%		
OPERATING ACTIVITIES							
Revenue from operating activities							
General rates	8,311,526	8,311,526	8,364,953	53,427	0.64%		
Rates excluding general rates	3,616,345	3,606,660	3,606,660	0	0.00%		
Grants, subsidies and contributions	3,012,036	1,425,891	1,437,615	11,724	0.82%		
Fees and charges	5,138,826	3,695,325	3,877,881	182,556	4.94%		
Interest revenue	402,637	57,645	165,290	107,645	186.74%	▲	
Other revenue	340,108	157,933	330,694	172,761	109.39%	▲	
Profit on asset disposals	45,025	0	0	0	0.00%		
	20,866,503	17,254,980	17,783,093	528,113	3.06%		
Expenditure from operating activities							
Employee costs	(8,077,400)	(4,038,978)	(3,615,961)	423,017	10.47%	▲	
Materials and contracts	(10,053,566)	(5,059,809)	(4,400,494)	659,315	13.03%	▲	
Utility charges	(566,166)	(283,092)	(232,640)	50,452	17.82%	▲	
Depreciation	(11,002,864)	(5,501,472)	(15,131)	5,486,341	99.72%	▲	
Finance costs	(195,291)	(51,980)	(53,223)	(1,243)	(2.39%)		
Insurance	(472,672)	(472,672)	(479,799)	(7,127)	(1.51%)		
Other expenditure	(821,284)	(155,570)	(286,585)	(131,015)	(84.22%)	▼	
Loss on asset disposals	(92,739)	0	(3,269)	(3,269)	0.00%		
	(31,281,982)	(15,563,573)	(9,087,102)	6,476,471	41.61%		
Non cash amounts excluded from operating activities							
Amount attributable to operating activities	2(c)	11,142,078	5,501,472	18,400	(5,483,072)	(99.67%)	
		726,599	7,192,879	8,714,391	1,521,512	21.15%	
INVESTING ACTIVITIES							
Inflows from investing activities							
Proceeds from capital grants, subsidies and contributions	9,685,062	0	223,694	223,694	0.00%		
Proceeds from disposal of assets	267,000	14,000	17,327	3,327	23.76%		
Proceeds from financial assets at amortised cost - self supporting loans	2,430	1,208	1,208	0	0.00%		
Proceeds on disposal of financial assets at fair value through profit and loss	2,036	0	1,013	1,013	0.00%		
	9,956,528	15,208	243,242	228,034	1499.43%		
Outflows from investing activities							
Right of use assets recognised	(15,234)	(15,234)	(15,830)	(596)	(3.91%)		
Acquisition of property, plant and equipment	(2,850,537)	(949,585)	(639,394)	310,191	32.67%	▲	
Acquisition of infrastructure	(11,730,702)	(1,022,744)	(340,252)	682,492	66.73%	▲	
	(14,596,473)	(1,987,563)	(995,476)	992,087	49.91%		
Non-cash amounts excluded from investing activities							
Amount attributable to investing activities	2(d)	15,234	15,234	15,830	596	3.91%	
		(4,624,711)	(1,957,121)	(736,404)	1,220,717	62.37%	
FINANCING ACTIVITIES							
Inflows from financing activities							
Leases liabilities recognised	15,234	15,234	15,830	596	3.91%		
Transfer from reserves	2,310,109	90,000	0	(90,000)	(100.00%)	▼	
	2,325,343	105,234	15,830	(89,404)	(84.96%)		
Outflows from financing activities							
Payments for principal portion of lease liabilities	(22,408)	(15,025)	(15,025)	0	0.00%		
Repayment of borrowings	(272,117)	(134,346)	(134,346)	0	0.00%		
Transfer to reserves	(1,412,452)	0	(1,534)	(1,534)	0.00%		
	(1,706,977)	(149,371)	(150,905)	(1,534)	(1.03%)		
Non-cash amounts excluded from financing activities							
Amount attributable to financing activities	2(e)	(15,234)	(15,234)	(15,830)	(596)	(3.91%)	
		603,132	(59,371)	(150,905)	(91,534)	(154.17%)	
MOVEMENT IN SURPLUS OR DEFICIT							
Surplus or deficit at the start of the financial year							
Amount attributable to operating activities	2(a)	3,264,978	3,264,978	4,028,081	763,103	23.37%	▲
Amount attributable to investing activities		726,599	7,192,879	8,714,391	1,521,512	21.15%	▲
Amount attributable to financing activities		(4,624,711)	(1,957,121)	(736,404)	1,220,717	62.37%	▲
Surplus or deficit after imposition of general rates		603,132	(59,371)	(150,905)	(91,534)	(154.17%)	▼
		(30,001)	8,441,365	11,855,163	3,413,797	40.44%	▲

KEY INFORMATION

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

▲ Indicates a variance with a positive impact on the financial position.

▼ Indicates a variance with a negative impact on the financial position.

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

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

**SHIRE OF GINGIN
STATEMENT OF FINANCIAL POSITION
FOR THE PERIOD ENDED 31 DECEMBER 2025**

	Actual 30 June 2025	Actual as at 31 December 2025
	\$	\$
CURRENT ASSETS		
Cash and cash equivalents	17,666,084	22,862,913
Trade and other receivables	1,193,642	3,636,235
Other financial assets	4,465	2,243
Inventories	30,210	34,575
Other assets	279,618	91,789
TOTAL CURRENT ASSETS	19,174,019	26,627,755
NON-CURRENT ASSETS		
Trade and other receivables	172,912	172,912
Other financial assets	89,302	89,302
Property, plant and equipment	68,826,885	69,466,279
Infrastructure	211,083,396	211,423,648
Right-of-use assets	25,142	25,841
TOTAL NON-CURRENT ASSETS	280,197,637	281,177,982
TOTAL ASSETS	299,371,656	307,805,737
CURRENT LIABILITIES		
Trade and other payables	2,369,572	1,256,105
Contract liabilities	698,684	728,591
Capital grant/contributions liabilities	2,663,376	3,374,278
Lease liabilities	14,987	7,716
Borrowings	272,116	137,770
Employee related provisions	981,248	981,248
Other provisions	98,105	98,105
TOTAL CURRENT LIABILITIES	7,098,088	6,583,813
NON-CURRENT LIABILITIES		
Lease liabilities	10,547	18,624
Borrowings	1,795,924	1,795,924
Employee related provisions	198,046	198,046
Other provisions	6,016,619	6,016,619
TOTAL NON-CURRENT LIABILITIES	8,021,136	8,029,213
TOTAL LIABILITIES	15,119,224	14,613,026
NET ASSETS	284,252,432	293,192,711
EQUITY		
Retained surplus	43,647,233	52,585,978
Reserve accounts	8,428,593	8,430,127
Revaluation surplus	232,176,606	232,176,606
TOTAL EQUITY	284,252,432	293,192,711

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

**SHIRE OF GINGIN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 DECEMBER 2025**

1 BASIS OF PREPARATION AND MATERIAL ACCOUNTING POLICIES

BASIS OF PREPARATION

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

***Local Government Act 1995* requirements**

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

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

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

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

PREPARATION TIMING AND REVIEW

Date prepared: All known transactions up to 31 December 2025

THE LOCAL GOVERNMENT REPORTING ENTITY

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

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

MATERIAL ACCOUNTING POLICIES

Material accounting policies utilised in the preparation of these statements are as described within the 2024-25 Annual Budget. Please refer to the adopted budget document for details of these policies.

Critical accounting estimates and judgements

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

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

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

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

- Fair value measurement of assets carried at reportable value including:
 - Property, plant and equipment
 - Infrastructure
- Impairment losses of non-financial assets
- Expected credit losses on financial assets
- Measurement of employee benefits
- Measurement of provisions
- Estimation uncertainties and judgements made in relation to lease accounting

**MINUTES
ORDINARY COUNCIL MEETING
20 JANUARY 2026**

**APPENDIX
13.4.1**

**SHIRE OF GINGIN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 DECEMBER 2025**

2 NET CURRENT ASSETS INFORMATION

Note	Budget Opening 1 July 2025	Actual as at 30 June 2025	Actual as at 31 December 2025
	\$	\$	\$
(a) Net current assets used in the Statement of Financial Activity			
Current assets			
Cash and cash equivalents	10,997,067	17,666,084	22,862,913
Trade and other receivables	162,174.3	1,193,642	3,636,235
Other financial assets	4,554	4,465	2,243
Inventories	32,101	30,210	34,575
Other assets	276,783	279,618	91,789
	<u>12,932,248</u>	<u>19,174,019</u>	<u>26,627,755</u>
Less: current liabilities			
Trade and other payables	(2,137,340)	(2,369,572)	(1,256,105)
Other liabilities	(2,191,277)	(3,362,060)	(4,102,869)
Lease liabilities	(15,665)	(14,987)	(7,716)
Borrowings	(530,585)	(272,116)	(137,770)
Employee related provisions	(997,391)	(981,248)	(981,248)
Other provisions	0	(98,105)	(98,105)
	<u>(5,872,258)</u>	<u>(7,098,088)</u>	<u>(6,583,813)</u>
Net current assets	<u>7,059,990</u>	<u>12,075,931</u>	<u>20,043,942</u>
Less: Total adjustments to net current assets	2(b)	(7,059,990)	(8,188,779)
Closing funding surplus / (deficit)		<u>0</u>	<u>4,028,081</u>
			<u>11,855,163</u>
(b) Current assets and liabilities excluded from budgeted deficiency			
Adjustments to net current assets			
Less: Reserve accounts	(7,601,686)	(8,428,593)	(8,430,127)
Less: Financial assets at amortised cost - self supporting loans	(4,554)	(4,465)	(2,243)
Add: Current liabilities not expected to be cleared at the end of the year			
- Current portion of lease liabilities	15,665	14,987	7,716
- Current portion of borrowings	530,585	272,116	137,770
- Current portion of other provisions	0	98,105	98,105
Total adjustments to net current assets	2(a)	<u>(7,059,990)</u>	<u>(8,047,850)</u>
			<u>(8,188,779)</u>
(c) Non-cash amounts excluded from operating activities			
Adjustments to operating activities			
Less: Profit on asset disposals	(45,025)	0	0
Add: Loss on asset disposals	92,739	0	3,269
Add: Depreciation	11,002,864	5,501,472	15,131
Non-cash movements in non-current assets and liabilities:			
- Other provisions	91,500	0	0
Total non-cash amounts excluded from operating activities		<u>11,142,078</u>	<u>5,501,472</u>
			<u>18,400</u>
(d) Non-cash amounts excluded from investing activities			
Adjustments to investing activities			
Right of use assets received	15,234	15,234	15,830
Total non-cash amounts excluded from investing activities		<u>15,234</u>	<u>15,234</u>
			<u>15,830</u>
(e) Non-cash amounts excluded from financing activities			
Adjustments to financing activities			
Non cash proceeds from new leases	(15,234)	(15,234)	(15,830)
Total non-cash amounts excluded from financing activities		<u>(15,234)</u>	<u>(15,234)</u>
			<u>(15,830)</u>

CURRENT AND NON-CURRENT CLASSIFICATION

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

**SHIRE OF GINGIN
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 DECEMBER 2025**

3 EXPLANATION OF MATERIAL VARIANCES

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

The material variance adopted by Council for the 2025-26 year is \$30,000 and 10.00% whichever is the greater.

Description	Var. \$	Var. %	
	\$	%	
Revenue from operating activities			
Interest revenue	107,645	186.74%	▲
Timing of term deposit interest and interest on bank accounts - See Note 3			
Other revenue	172,761	109.39%	▲
Long service leave accruals reimbursed from other councils; timing of reimbursements of debt collection costs; successful insurance claims			
Expenditure from operating activities			
Employee costs	423,017	10.47%	▲
Vacant positions and timing of training and development			
Materials and contracts	659,315	13.03%	▲
Timing of maintenance works - various: roads, parks and gardens, ovals etc; timing of fire mitigation works; timing of engagement of consultants and contractors.			
Utility charges	50,452	17.82%	▲
Timing of utility costs			
Depreciation	5,486,341	99.72%	▲
Depreciation of fixed assets			
Other expenditure	(131,015)	(84.22%)	▼
Higher DAP planning fees; timing of environmental allocations to groups: Ellen Brockman Catchment and Moore Catchment Council; timing of community grants program payments;			
Non cash amounts excluded from operating activities	(5,483,072)	(99.67%)	▼
Depreciation of fixed assets			
Outflows from investing activities			
Acquisition of property, plant and equipment	310,191	32.67%	▲
Timing of Capital works - see note 5			
Acquisition of infrastructure	682,492	66.73%	▲
Timing of Capital works - see note 5			
Inflows from financing activities			
Transfer from reserves	(90,000)	(100.00%)	▼
Surplus or deficit at the start of the financial year	763,103	23.37%	▲
Gravel and materials supply and other contractor works unable to be carried out prior to year end. Lesser impact of new long services leave regulations, inflation and discount factors in leave provisions.			
Surplus or deficit after imposition of general rates	3,413,797	40.44%	▲

**SHIRE OF GINGIN
SUPPLEMENTARY INFORMATION**

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BASIS OF PREPARATION - SUPPLEMENTARY INFORMATION

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

**MINUTES
ORDINARY COUNCIL MEETING
20 JANUARY 2026**

**APPENDIX
13.4.1**

**SHIRE OF GINGIN
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 DECEMBER 2025**

1 KEY INFORMATION

Funding Surplus or Deficit Components

Funding surplus / (deficit)				
	Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
Opening	\$3.26 M	\$3.26 M	\$4.03 M	\$0.76 M
Closing	(\$0.03 M)	\$8.44 M	\$11.86 M	\$3.41 M
Refer to Statement of Financial Activity				

Cash and cash equivalents			Payables	Receivables
	\$22.86 M	% of total		
Unrestricted Cash	\$14.43 M	63.1%	Trade Payables	\$1.31 M % Collected
Restricted Cash	\$8.43 M	36.9%	0 to 30 Days	\$2.32 M 81.5%
Refer to 3 - Cash and Financial Assets				
Refer to 9 - Payables			Over 30 Days	Trade Receivable \$1.31 M % Outstanding
			Over 90 Days	Over 30 Days 63.5%
			Over 90 Days	Over 90 Days 61.2%
Refer to 7 - Receivables				

Key Operating Activities

Amount attributable to operating activities			
Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
\$0.73 M	\$7.19 M	\$8.71 M	\$1.52 M
Refer to Statement of Financial Activity			
Rates Revenue		Grants and Contributions	Fees and Charges
YTD Actual	\$8.36 M	% Variance	YTD Actual \$3.88 M % Variance
YTD Budget	\$8.31 M	0.6%	YTD Budget \$3.70 M 4.9%
Refer to 13 - Grants and Contributions		Refer to Statement of Financial Activity	

Key Investing Activities

Amount attributable to investing activities			
Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
(\$4.62 M)	(\$1.96 M)	(\$0.74 M)	\$1.22 M
Refer to Statement of Financial Activity			
Proceeds on sale		Asset Acquisition	Capital Grants
YTD Actual	\$0.02 M	%	YTD Actual \$0.22 M % Received
Amended Budget	\$0.27 M	(93.5%)	Amended Budget \$9.69 M (97.7%)
Refer to 6 - Disposal of Assets		Refer to 5 - Capital Acquisitions	

Key Financing Activities

Amount attributable to financing activities			
Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
\$0.60 M	(\$0.06 M)	(\$0.15 M)	(\$0.09 M)
Refer to Statement of Financial Activity			
Borrowings		Reserves	Lease Liability
Principal repayments	(\$0.13 M)	Reserves balance \$8.43 M	Principal repayments (\$0.02 M)
Interest expense	(\$0.05 M)	Net Movement \$0.00 M	Interest expense (\$0.00 M)
Principal due	\$1.93 M		Principal due \$0.03 M
Refer to 10 - Borrowings		Refer to 4 - Cash Reserves	
Refer to Note 11 - Lease Liabilities			

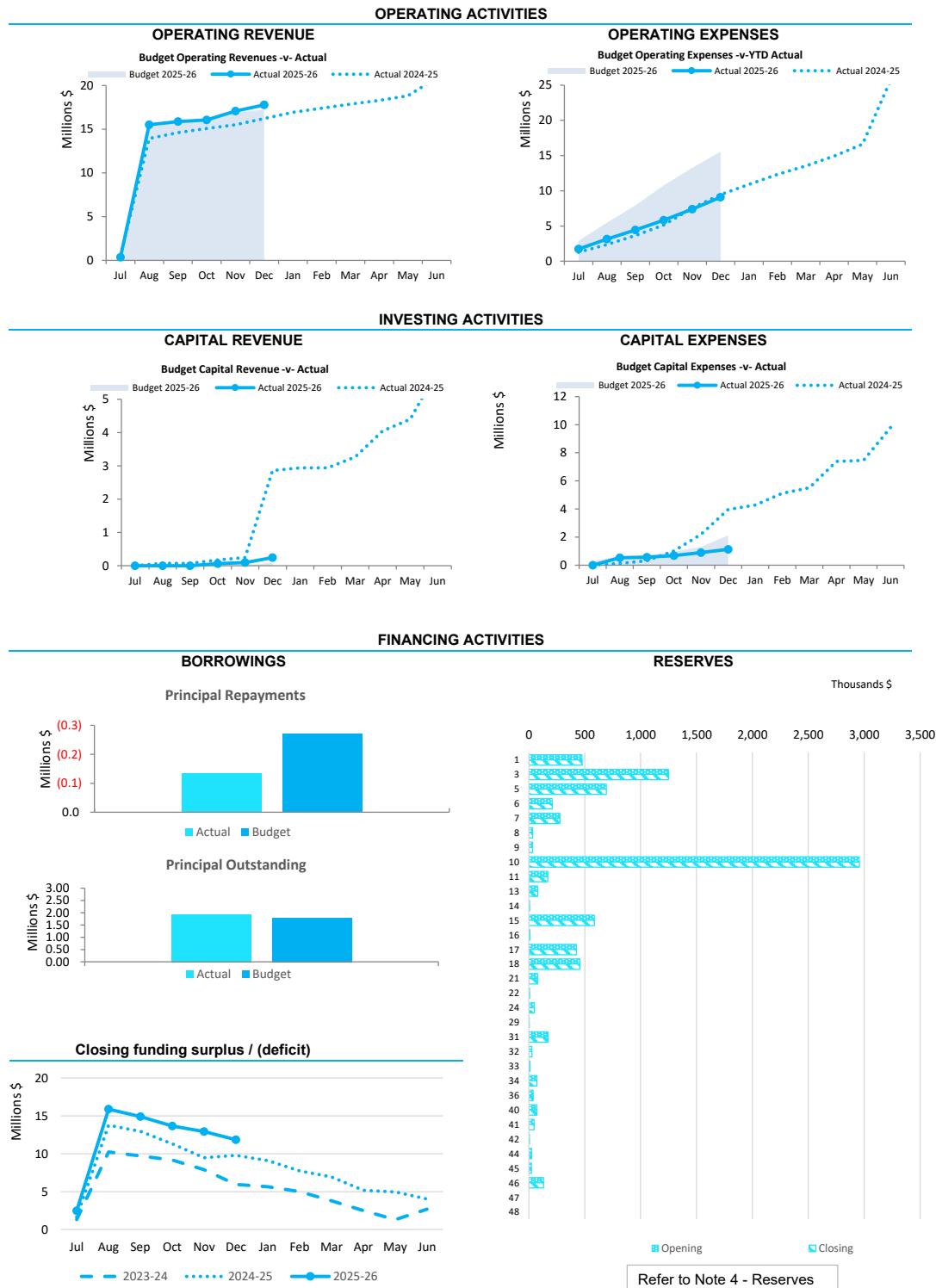
This information is to be read in conjunction with the accompanying Financial Statements and notes.

MINUTES ORDINARY COUNCIL MEETING 20 JANUARY 2026

APPENDIX 13.4.1

SHIRE OF GINGIN SUPPLEMENTARY INFORMATION FOR THE PERIOD ENDED 31 DECEMBER 2025

2 KEY INFORMATION - GRAPHICAL



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

**MINUTES
ORDINARY COUNCIL MEETING
20 JANUARY 2026**

**APPENDIX
13.4.1**

**SHIRE OF GINGIN
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 DECEMBER 2025**

3 CASH AND FINANCIAL ASSETS AT AMORTISED COST

Description	Classification	Unrestricted	Reserve Accounts	Total	Trust	Institution	Interest Rate	Maturity Date
Municipal Bank Account	Cash and cash equivalents	3,404,965	0	3,404,965	0	Bendigo Bank	2.60%	At Call
Reserve Bank Account	Cash and cash equivalents	0	230,127	230,127	0	Bendigo Bank	2.60%	At Call
Cash on hand	Cash and cash equivalents	1,900	0	1,900	0	Petty Cash/Till float	N/A	At Call
Term Deposit Municipal 5196473	Cash and cash equivalents	3,000,000	0	3,000,000	0	Bendigo Bank	4.15%	23/01/2026
Term Deposit Municipal 5246286	Cash and cash equivalents	2,000,000	0	2,000,000	0	Bendigo Bank	4.00%	18/02/2026
Term Deposit Reserve 5183044	Cash and cash equivalents	0	7,000,000	7,000,000	0	Bendigo Bank	4.20%	8/01/2026
Term Deposit Reserve 5221018	Cash and cash equivalents	0	1,200,000	1,200,000	0	Bendigo Bank	4.10%	19/02/2026
Term Deposit Municipal 5314577	Cash and cash equivalents	2,012,740	0	2,012,740	0	Bendigo Bank	4.10%	5/03/2026
Term Deposit Municipal 5273845	Cash and cash equivalents	3,000,000	0	3,000,000	0	Bendigo Bank	4.15%	21/04/2026
Term Deposit Municipal 5302011	Cash and cash equivalents	1,013,181	0	1,013,181	0	Bendigo Bank	3.75%	22/01/2026
Total		14,432,786	8,430,127	22,862,913	0			
Comprising								
Cash and cash equivalents		14,432,786	8,430,127	22,862,913	0			
		14,432,786	8,430,127	22,862,913	0			

KEY INFORMATION

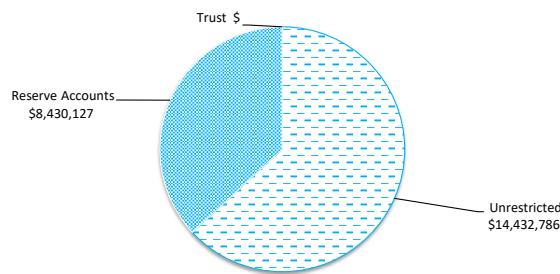
Cash and cash equivalents include cash on hand, cash at bank, deposits available on demand with banks and other short term highly liquid investments with original maturities of three months or less that are readily convertible to known amounts of cash and which are subject to an insignificant risk of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

Bank overdrafts are reported as short term borrowings in current liabilities in the statement of net current assets.

The local government classifies financial assets at amortised cost if both of the following criteria are met:

- the asset is held within a business model whose objective is to collect the contractual cashflows, and
- the contractual terms give rise to cash flows that are solely payments of principal and interest.

Financial assets at amortised cost held with registered financial institutions are listed in this note other financial assets at amortised cost are provided in Note 8 - Other assets.



**MINUTES
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**APPENDIX
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**SHIRE OF GINGIN
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 DECEMBER 2025**

4 RESERVE ACCOUNTS

Reserve account name	Budget				Actual			
	Opening Balance	Transfers In (+)	Transfers Out (-)	Closing Balance	Opening Balance	Transfers In (+)	Transfers Out (-)	Closing Balance
	\$	\$	\$	\$	\$	\$	\$	\$
Reserve accounts restricted by Council								
1 LSL Annual Sick Leave and Staff Contingency	476,067	8,492	0	484,559	476,066	87	0	476,153
3 Plant and Equipment Reserve	1,267,543	22,610	(658,000)	632,153	1,249,543	227	0	1,249,770
5 Land and Buildings Reserve	715,041	12,754	(307,950)	419,845	693,971	126	0	694,097
6 Guilderton Caravan Park Reserve	209,708	3,741	0	213,449	209,708	38	0	209,746
7 Shire Recreation Development Reserve	277,141	4,943	(185,000)	97,084	277,141	51	0	277,192
8 Redfield Park Reserve	34,867	622	0	35,489	34,867	6	0	34,873
9 Ocean Farm Recreation Reserve	34,525	616	0	35,141	34,525	6	0	34,531
10 Tip Rationalisation Reserve	2,912,246	351,947	(688,390)	2,575,803	2,955,789	538	0	2,956,327
11 Lancelin Community Sport and Recreation Reserve	158,961	31,093	0	190,054	169,870	31	0	169,901
13 Community Infrastructure	88,925	216,579	0	305,504	78,016	14	0	78,030
14 Staff Housing Reserve	6,362	113	0	6,475	6,362	1	0	6,363
15 Future Infrastructure Reserve	586,461	10,461	0	596,922	586,461	107	0	586,568
16 Guilderton Country Club Reserve	9,286	8,398	0	17,684	9,586	2	0	9,588
17 Coastal Management Reserve - Coastal Inundation	448,523	108,000	(228,734)	327,789	425,374	77	0	425,451
18 Guilderton Foreshore Reserve	452,867	370,889	(96,950)	726,806	457,063	83	0	457,146
21 Seniors Housing Reserve	78,053	33,492	(77,585)	33,960	78,053	14	0	78,067
22 Gingin Railway Station Reserve	6,367	114	0	6,481	6,368	1	0	6,369
24 Contributions to Roads Reserve - Cullalla Road Intersection	50,001	892	0	50,893	50,001	9	0	50,010
29 Contribution to Roads Reserve - Chitna Road	3,333	59	0	3,392	3,333	1	0	3,334
31 Contribution to Roads Reserve - Balance of Muni Funds	171,699	3,063	0	174,762	172,660	31	0	172,691
32 Community Infrastructure Reserve - Lower Coastal Fire Control	28,002	499	0	28,501	28,002	5	0	28,007
33 Community Infrastructure Reserve - Gingin Logo Plates	10,396	485	0	10,881	10,487	2	0	10,489
34 Community Infrastructure Reserve - Gingin Ambulance	72,075	7,286	0	79,361	72,075	13	0	72,088
36 Community Infrastructure - Lancelin Ambulance	38,513	18,687	0	57,200	38,514	7	0	38,521
40 Public Open Space	72,265	1,289	(55,000)	18,554	72,265	13	0	72,278
41 Guilderton Trailer Parking Reserve	47,126	5,758	0	52,884	47,502	9	0	47,511
42 Gingin Outdoor Activity Space (GOAS) Playground	5,857	104	0	5,961	5,857	2	0	5,859
44 Community Resilience Reserve	24,615	439	0	25,054	24,615	5	0	24,620
45 Contribution to Roads Reserve - Aurisch Road Maintenance	24,480	12,937	(12,500)	24,917	22,689	4	0	22,693
Community Infrastructure - Development Reserve Fund Lot 601								
46 Brockman Street (Brookview Estate)	98,038	98,133	0	196,171	131,830	24	0	131,854
47 Community Facilities Fund	0	66,848	0	66,848	0	0	0	0
48 Maritime Facilities Fund	0	11,109	0	11,109	0	0	0	0
	8,409,343	1,412,452	(2,310,109)	7,511,686	8,428,593	1,534	0	8,430,127

**SHIRE OF GINGIN
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 DECEMBER 2025**

INVESTING ACTIVITIES

5 CAPITAL ACQUISITIONS

Capital acquisitions	Amended			
	Budget	YTD Budget	YTD Actual	YTD Variance
	\$	\$	\$	\$
Buildings - non specialised	61,000	0	14,945	14,945
Buildings - specialised	692,937	114,585	96,335	(18,250)
Plant and equipment	1,621,600	765,000	464,474	(300,526)
PPE - Vehicles	475,000	70,000	63,640	(6,360)
Acquisition of property, plant and equipment	2,850,537	949,585	639,394	(310,191)
Infrastructure - roads	2,894,185	574,371	95,259	(479,112)
Infrastructure - Footpaths and cycleways	200,749	0	0	0
Infrastructure - Parks and ovals	624,375	68,375	69,988	1,613
Infrastructure - Other	52,000	40,000	32,879	(7,121)
Infrastructure - Bridges	7,369,393	0	0	0
Infrastructure - Landfill assets	590,000	339,998	142,126	(197,872)
Acquisition of infrastructure	11,730,702	1,022,744	340,252	(682,492)
Total capital acquisitions	14,581,239	1,972,329	979,646	(992,683)
Capital Acquisitions Funded By:				
Capital grants and contributions	9,685,062	0	223,694	223,694
Other (disposals & C/Fwd)	267,000	14,000	17,327	3,327
Reserve accounts				
Plant and Equipment Reserve	658,000	0	0	0
Land and Buildings Reserve	307,950	0	0	0
Shire Recreation Development Reserve	185,000	0	0	0
Tip Rationalisation Reserve	688,390	0	0	0
Coastal Management Reserve - Coastal Inundation	228,734	0	0	0
Guilderton Foreshore Reserve	96,950	0	0	0
Seniors Housing Reserve	77,585	0	0	0
Contribution - operations	2,386,568	1,958,329	738,625	(1,219,704)
Capital funding total	14,581,239	1,972,329	979,646	(992,683)

KEY INFORMATION

Initial recognition

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

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

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

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

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

Measurement after recognition

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

Reportable Value

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

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

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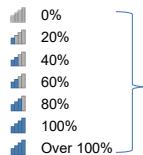
**SHIRE OF GINGIN
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 DECEMBER 2025**

INVESTING ACTIVITIES

5 CAPITAL ACQUISITIONS (CONTINUED) - DETAILED

Capital expenditure total

Level of completion indicators



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

Account Description	Amended			
	Budget	YTD Budget	YTD Actual	Variance (Under)/Over
BC11100-141101120 Granville Civic Centre - Building (Capital)	\$ 51,680	\$ 0	\$ 0	\$ 0
BC11190-141101120 Lancelin Hall - Building (Capital)	30,000	0	0	0
BC11200-141102120 Gingin Aquatic Centre Building Operations - Building	20,000	0	228	(228)
BC11261-141102120 Ablution Block - Guilderton Foreshore - Building (Capital)	10,000	10,000	7,670	2,330
BC11290-141102120 Ablution Block - Lancelin Back Beach - Building (Capital)	10,000	10,000	5,600	4,400
BC11318-141103120 Lancelin Sports Complex - Building (Capital)	30,000	0	0	0
BC1154-141103120 Ablution Facility Silver Creek - Building (Capital)	300,000	0	0	0
BC1181-141103120 Ablution Block - Ledge Point Oval - Building (Capital)	10,000	10,000	9,100	900
BC1191-141103120 Ablution Block - Lancelin Wangaree Park - Building	6,000	6,000	3,326	2,674
BC12100-141201120 Guilderton Shire Depot - Building (Capital)	6,000	6,000	0	6,000
BC12200-141201140 Gingin Depot - Building (Capital)	26,000	0	0	0
BC12290-141201140 Lancelin/Ledge Point Depot - Building (Capital)	35,000	0	0	0
BC13243-141302120 Sovereign Hill Entry Statement - Building (Capital)	20,000	0	0	0
BC5100-140501120 Gingin Colocation Fire Facility - Building (Capital)	39,569	0	0	0
BC5180-140501120 Ledge Point Fire Shed - Building (Capital)	25,000	25,000	12,941	12,059
BC8390-140803120 Lancelin Playgroup - Building (Capital)	40,000	0	0	0
BC9106-140901140 37A Lefroy Street - Building (Capital)	0	0	14,945	(14,945)
BC9490-140904120 Seniors Units - Lancelin - Building (Capital)	77,585	47,585	57,470	(9,885)
BSR001-140802120 Bus Shelter Replacement Program	17,103	0	0	0
P003-141203300 John Deere Grader GG003 - Plant Capital	400,000	0	0	0
P013-141203310 Isuzu Utility 4WD Space Cab - GG Maint Supervisor	75,000	0	0	0
P017-141203310 Isuzu Utility 4WD Space Cab (tipper) - Guilderton	70,000	0	0	0
P019-141203300 Purchase of Tractor GG019 - Capital Project	140,000	140,000	140,000	0
P020-141203300 Isuzu D-Max 4x4 3.0L Turbo Space Cab GG020 - Plant	60,000	0	0	0
P033-141203310 Isuzu Utility 4WD Space Cab (tipper) - LA Gardene	60,000	0	0	0
P048-141203300 Crew Cab Truck GG048 - Plant Capital	175,000	0	0	0
P050-141203310 Isuzu Utility 4WD Dual Cab - Construction Ute GG05	70,000	0	0	0
P056-141203300 Flatbed Crew Cab Truck GG056 - Plant Capital	350,000	350,000	318,474	31,526
P085-141203300 Forklift GG085 - Plant Capital	40,000	0	0	0
P09-140501310 4WD Utility Dual Cab BRMO	70,000	0	0	0
P095-141203300 Mower (Toro) Gingin - Capital Project	40,000	0	0	0
P2-141402330 Purchase of EMCS Vehicle 2GG - (Capital)	70,000	70,000	63,640	6,360
P6-141402300 Isuzu MU-X Pool Car 6GG - Capital Project	60,000	0	0	0
PE07700-140707300 Gingin Medical Centre - Plant Capital	70,000	70,000	0	70,000
PE11200-141102300 Gingin Aquatic Centre - Plant Capital	116,600	35,000	6,000	29,000
PNEW10-141203300 Purchase of secondhand loader	35,000	35,000	0	35,000
PNEW11-141203300 Purchase of secondhand loader for refuse site	35,000	35,000	0	35,000
PNEW12-141203300 Purchase of secondhand track loader	100,000	100,000	0	100,000
BR661-141201670 Weld St Bridge - Bridge (Capital)	7,369,393	0	0	0
DC000-141201650 Drainage Construction	31,519	0	0	0
DC097-141201660 Brockman Street - Gingin - Drainage Capital	161,126	161,126	22,233	138,894
DC178-141201650 Edward Street - Gingin - Drainage Capital	213,125	213,125	21,319	191,806
FC000-141201700 Footpath Construction	200,749	0	0	0
LF10100-141007650 Construction Costs Capital Gingin Landfill	166,667	83,333	9,715	73,618
LF10170-141007650 Construction Costs Capital Seabird Landfill	166,667	83,333	0	83,333
LF10190-141007650 Construction Costs Capital Lancelin Landfill	166,666	83,332	132,411	(49,079)
OC11200-141102900 Gingin Swimming Pool Infrastructure (Capital) MUN	20,000	20,000	10,985	9,015
OC1162-141103900 Gabbadah Park- Infrastructure Other	20,000	20,000	11,594	8,406
OC1190-141103900 Lancelin Pioneer Park- Infrastructure Other (Capital)	7,000	0	5,150	(5,150)
OC1191-141103900 Lancelin Wangaree Park- Infrastructure Other (Capital)	5,000	0	5,150	(5,150)
PC11330-141103700 Woodridge Recreation Grounds	25,000	0	0	0
PC11381-141103700 Ledge Point Country Club (Capital)	130,000	0	450	(450)
PC1162-141103700 Gabbadah Park	25,000	0	0	0
PC1189-141103700 Ledge Point Off-Road Vehicle Area - Capital works	48,375	48,375	45,978	2,397
PC1191-141103700 Lancelin Wangaree Park (Capital)	16,000	10,000	8,699	1,301
PC1192-141103700 Lancelin Harold Park - Infrastructure Parks & Gardens	10,000	10,000	14,861	(4,861)
PC1199-141103700 Lancelin Off-Road Vehicle Area (Capital)	200,000	0	0	0
R2R044-141201460 Sandringham Road (R2R)	401,393	0	0	0
R2R052-141201460 Bennies Road (R2R)	456,342	0	0	0
RC004-141201420 Beermullah Road West (Capital)	30,000	0	1,466	(1,466)
RC007-141201420 Sappers Road (Capital)	30,000	0	8,531	(8,531)
RC009-141201410 Guilderton Road - Rural (Capital)	30,000	30,000	13,990	16,010
RC039-141201420 Cullalla Road (Capital)	30,000	0	633	(633)
RC321-141201420 Ioppolo Road (Capital)	20,000	0	0	0
RRG001-141201490 Moolabeanee Road (RRG)	170,120	170,120	0	170,120
RRG003-141201490 Cowalla Road (RRG)	1,320,560	0	25,621	(25,621)
RRG009-141201490 Guilderton Road - Rural (RRG)	0	0	1,466	(1,466)
TD0001-141103700 Gingin Heritage Trail Upgrade	140,000	0	0	0
141007650 Landfill Operation Services	90,000	90,000	0	90,000
-141103700 Playground Renewals	30,000	0	0	0
		14,581,239	1,972,329	979,646
				992,683

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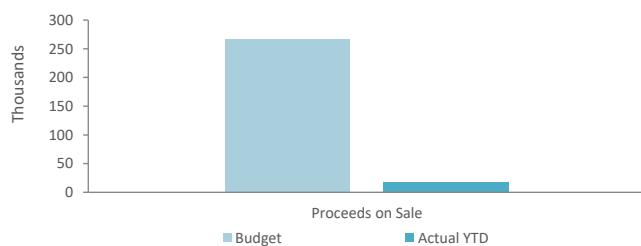
SHIRE OF GINGIN
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**APPENDIX
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6 DISPOSAL OF ASSETS

OPERATING ACTIVITIES

Asset Ref.	Asset description	Budget				YTD Actual			
		Net Book Value	Proceeds	Profit	(Loss)	Net Book Value	Proceeds	Profit	(Loss)
Buildings									
Silver Creek Ablutions		30,371	0	0	(30,371)	0	0	0	0
Sovereign Hill Entry Statement		11,643	0	0	(11,643)	0	0	0	0
Plant and equipment									
GG12533 Portable Traffic Light Trailer		2,411	0	0	(2,411)	0	0	0	0
GG12534 Portable Traffic Light Trailer		1,657	0	0	(1,657)	0	0	0	0
GG6015 Trailer		762	0	0	(762)	0	0	0	0
GG003 Grader		105,633	130,000	24,367	0	0	0	0	0
GG085 Forklift		3,357	5,000	1,643	0	0	0	0	0
GG6576 Trailer Custom Made		0	0	0	0	150	54	0	(96)
Vehicles									
GG09 Bushfire Risk Mitigation Vehicle		10,000	12,000	2,000	0	0	0	0	0
6GG Isuzu MU-X		15,000	10,000	0	(5,000)	0	0	0	0
3GG Isuzu MU-X		15,000	10,000	0	(5,000)	0	0	0	0
2GG Isuzu MU-X		20,446	14,000	0	(6,446)	20,446	17,273	0	(3,173)
GG013 Isuzu D-Max Space Cab Ute		15,000	8,000	0	(7,000)	0	0	0	0
GG017 Isuzu D-Max Space Cab Ute		10,533	12,000	1,467	0	0	0	0	0
GG020 Isuzu D-Max Space Cab Ute		13,440	12,000	0	(1,441)	0	0	0	0
GG033 Isuzu D-Max Space Cab Ute		10,533	12,000	1,467	0	0	0	0	0
GG050 Isuzu D-Max Utility Ute		10,490	12,000	1,510	0	0	0	0	0
GG048 Isuzu D-Max Crew Cab Ute		17,430	30,000	12,571	0	0	0	0	0
Weld Street Bridge		21,008	0	0	(21,008)	0	0	0	0
		314,714	267,000	45,025	(92,739)	20,596	17,327	0	(3,269)



**SHIRE OF GINGIN
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 DECEMBER 2025**

OPERATING ACTIVITIES

7 RECEIVABLES

Rates receivable	30 Jun 2025	31 Dec 2025
Opening arrears previous year	\$ 757,894	\$ 572,666
Levied this year	11,148,315	11,971,613
Less - collections to date	(11,333,542)	(10,221,218)
Net rates collectable	\$ 572,666	\$ 2,323,061
% Collected	95.2%	81.5%



Receivables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
Receivables - general	\$ (1,929)	\$ 454,247	\$ 4,567	\$ 23,875	\$ 757,894	\$ 1,238,654
Percentage	(0.2%)	36.7%	0.4%	1.9%	61.2%	
Balance per trial balance						
Trade receivables						1,238,654
GST receivable						112,127
Allowance for impairment of receivables from contracts with customers						(37,607)
Total receivables general outstanding						\$ 1,313,174

Amounts shown above include GST (where applicable)

KEY INFORMATION

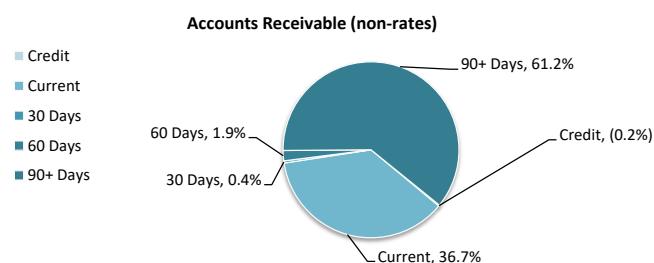
Trade and other receivables include amounts due from ratepayers for unpaid rates and service charges and other amounts due from third parties for goods sold and services performed in the ordinary course of business.

Trade receivables are recognised at original invoice amount less any allowances for uncollectable amounts (i.e. impairment). The carrying amount of net trade receivables is equivalent to fair value as it is due for settlement within 30 days.

Classification and subsequent measurement

Receivables which are generally due for settlement within 30 days except rates receivables which are expected to be collected within 12 months are classified as current assets. All other receivables such as, deferred pensioner rates receivable after the end of the reporting period are classified as non-current assets.

Trade and other receivables are held with the objective to collect the contractual cashflows and therefore the Shire measures them subsequently at amortised cost using the effective interest rate method.



**SHIRE OF GINGIN
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OPERATING ACTIVITIES

8 OTHER CURRENT ASSETS

	Opening Balance 1 July 2025	Asset Increase	Asset Reduction	Closing Balance 31 December 2025
Other current assets	\$	\$	\$	\$
Other financial assets at amortised cost				
Financial assets at amortised cost- advances	2,035	0	(1,013)	1,022
Financial assets at amortised cost - self supporting loans	2,430	0	(1,208)	1,222
Inventory				
Fuel	16,390	166,491	(162,127)	20,754
History Books	13,820	0	0	13,820
Other assets				
Prepayments	204,836	0	(204,836)	0
Contract assets	74,782	0	17,007	91,789
Total other current assets	314,293	166,491	(352,177)	128,607

Amounts shown above include GST (where applicable)

KEY INFORMATION

Other financial assets at amortised cost

The Shire classifies financial assets at amortised cost if both of the following criteria are met:

- the asset is held within a business model whose objective is to collect the contractual cashflows, and
- the contractual terms give rise to cash flows that are solely payments of principal and interest.

Inventory

Inventories are measured at the lower of cost and net realisable value.

Net realisable value is the estimated selling price in the ordinary course of business less the estimated costs of completion and the estimated costs necessary to make the sale.

**SHIRE OF GINGIN
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OPERATING ACTIVITIES

9 PAYABLES

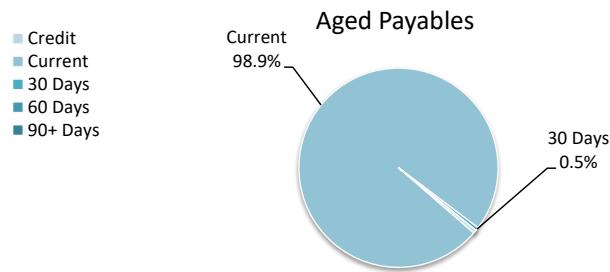
Payables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$	\$
Payables - general	(1,265)	228,943	1,265	0	0	228,943
Percentage	(0.6%)	100.0%	0.6%	0.0%	0.0%	
Balance per trial balance						228,943
Sundry creditors						73,294
ATO liabilities						808,412
Bonds & deposits						129,114
Prepaid rates (excess rates)						16,342
Accrued interest on loans						
Total payables general outstanding						1,256,105
Amounts shown above include GST (where applicable)						

KEY INFORMATION

Trade and other payables represent liabilities for goods and services provided to the Shire prior to the end of the period that are unpaid and arise when the Shire becomes obliged to make future payments in respect of the purchase of these goods and services.

The amounts are unsecured, are recognised as a current liability and are normally paid within 30 days of recognition.

The carrying amounts of trade and other payables are considered to be the same as their fair values, due to their short-term nature.



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**SHIRE OF GINGIN
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FINANCING ACTIVITIES

10 BORROWINGS

Repayments - borrowings

Information on borrowings Particulars	Loan No.	New Loans			Principal Repayments		Principal Outstanding		Interest Repayments	
		1 July 2025	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget
Tip Rationalisation Site	111	327,742	0	0	(12,745)	(25,903)	314,997	301,839	(10,635)	(20,857)
Seabird Sea Wall	127	35,582	0	0	(11,713)	(23,573)	23,869	12,009	(447)	(746)
Guilderton Country Club Hall Exten	114	163,579	0	0	(24,929)	(50,749)	138,649	112,830	(5,840)	(10,790)
Regional Hardcourt Facility	120	136,850	0	0	(15,205)	(30,918)	121,645	105,932	(4,571)	(8,634)
Regional Hardcourt Facility	124A	140,192	0	0	(12,765)	(25,794)	127,427	114,398	(2,895)	(5,526)
Gingin Swimming Pool Tiling	126	17,160	0	0	(8,514)	(17,160)	8,646	0	(266)	(400)
Gingin Outdoor Activity Space	132	109,215	0	0	(8,748)	(17,559)	100,467	91,656	(782)	(1,501)
Lancelin Cunliffe Street Carpark	133	208,583	0	0	(10,951)	(22,151)	197,633	186,432	(4,753)	(9,256)
Altus Financials Suite	131	120,035	0	0	(4,921)	(9,891)	115,114	110,144	(1,163)	(2,279)
Lot 44 Weld Street, Gingin	123	74,674	0	0	(11,406)	(23,209)	63,268	51,465	(2,599)	(4,800)
Land for Future Gingin Sporting Pr	134	724,388	0	0	(11,240)	(22,780)	713,148	701,608	(19,320)	(38,340)
		2,058,001	0	0	(133,138)	(269,687)	1,924,863	1,788,314	(53,270)	(103,129)
Self supporting loans										
Ledge Point Country Club Cool Room		10,039	0	0	(1,208)	(2,430)	8,831	7,609	0	(204)
		10,039	0	0	(1,208)	(2,430)	8,831	7,609	0	(204)
Total		2,068,040	0	0	(134,346)	(272,117)	1,933,694	1,795,923	(53,270)	(103,333)
Current borrowings		272,116					137,770			
Non-current borrowings		1,795,924					1,795,924			
		2,068,040					1,933,694			

All debenture repayments were financed by general purpose revenue.

Self supporting loans are financed by repayments from third parties.

KEY INFORMATION

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

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

**SHIRE OF GINGIN
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FINANCING ACTIVITIES

11 LEASE LIABILITIES

Movement in carrying amounts

Information on leases Particulars	Lease No. 1 July 2025	New Leases		Principal Repayments		Principal Outstanding		Interest Repayments		
		\$	\$	Actual	Budget	Actual	Budget	Actual	Budget	
				\$	\$	\$	\$	\$	\$	
Lancelin administration office	1B	0	15,830	15,234	(3,835)	(7,421)	11,995	7,813	(238)	(229)
Photocopier	2A	18,054	0	0	(3,708)	(7,506)	14,346	10,548	0	0
IT Server	4	7,481	0	0	(7,481)	(7,481)	-1	0	(11)	(229)
Total		25,535	15,830	15,234	(15,025)	(22,408)	26,340	18,361	(249)	(458)
Current lease liabilities		14,987					7,716			
Non-current lease liabilities		10,547					18,624			
		25,534					26,340			

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.

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OPERATING ACTIVITIES

12 OTHER CURRENT LIABILITIES

Other current liabilities	Note	Opening	Liability	Liability	Closing
		Balance 1 July 2025	transferred from/(to) non current	Increase	
Other liabilities					
Contract liabilities		698,684	0	176,398	(146,491)
Capital grant/contributions liabilities		2,663,376	0	782,501	(71,599)
Total other liabilities		3,362,060	0	958,899	(218,090)
Employee Related Provisions					
Provision for annual leave		568,167	0	0	0
Provision for long service leave		413,081	0	0	0
Total Provisions		981,248	0	0	0
Other Provisions					
Provision for Landfill rehabilitation		98,105	0	0	0
Total Other Provisions		98,105	0	0	0
Total other current liabilities		4,441,413	0	958,899	(218,090)
Amounts shown above include GST (where applicable)					

A breakdown of contract liabilities and associated movements is provided on the following pages at Note 13 and 14

KEY INFORMATION

Provisions

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

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

Employee Related Provisions

Short-term employee benefits

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

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

Other long-term employee benefits

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

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

Contract liabilities

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

Capital grant/contribution liabilities

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

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OPERATING ACTIVITIES

13 GRANTS, SUBSIDIES AND CONTRIBUTIONS

Provider	Unspent grant, subsidies and contributions liability					Grants, subsidies and contributions revenue					
	1 July 2025 Liability	Increase in Liability	Decrease in (As revenue)	31 Dec 2025 Liability	Current Liability	Amended Budget Revenue	YTD Budget	Annual Budget	Budget Variations	Expected	YTD Revenue Actual
Grants and subsidies											
Financial Assistance Grant - General purpose	0	0	0	0	0	729,411	364,705	729,411	0	729,411	335,955
Financial Assistance Grant - Roads	0	0	0	0	0	631,879	315,940	631,879	0	631,879	282,495
Governance											
Seniors Week Grant	0	0	0	0	0	3,000	3,000	3,000	0	3,000	3,000
Carers WA Grant	0	0	0	0	0	0	0	0	0	0	2,273
Australia Day Grant	0	0	0	0	0	10,000	10,000	10,000	0	10,000	8,000
Law, order, public safety											
DFES Operating Grant	0	0	0	0	0	264,970	132,484	264,970	0	264,970	65,405
Education and Welfare											
Youth Week Grant	0	0	0	0	0	3,000	0	3,000	0	3,000	0
Development Disability WA Grant	0	0	0	0	0	0	0	0	0	0	1,000
International Volunteer Appreciation Day Grant	0	0	0	0	0	0	0	0	0	0	1,000
NRM Community Stewardship Grant - Conservation Project - Amazon Frogbit control	14,308	0	0	14,308	14,308	0	0	0	0	0	0
Community Amenities											
CAP Grant Funding - Sand Renourishment - Grace Darling Park to Edward Island Point \$50,000	0	0	0	0	0	50,000	0	50,000	0	50,000	0
CAP Grant Funding - Northern Beach Alliance	0	0	0	0	0	0	0	17,588	(17,588)	0	0
2025-26 Coast WA Grant Program - Lancelin Coastal	0	0	0	0	0	150,000	150,000	150,000	0	150,000	150,000
CHRMAP Funding	0	0	0	0	0	20,000	0	20,000	0	20,000	0
Coastal Mgmt Plan/Strategy Grant CMPAP	0	0	0	0	0	10,580	0	10,580	0	10,580	0
Recreation and culture											
SLWA Encouraging Promising Practice Grant LA	0	0	0	0	0	10,534	0	10,534	0	10,534	2,382
Direct Road Grant MRWA	0	0	0	0	0	333,909	333,909	333,909	0	333,909	315,929
TOTALS	14,308	0	0	14,308	14,308	2,217,283	1,310,038	2,234,871	(17,588)	2,217,283	1,167,438
Contributions											
General purpose funding											
Rates Incentive Prize Night	0	0	0	0	0	12,000	12,000	12,000	0.00	12,000	10,227
Law, order, public safety											
CESM Grant - DFES	0	0	0	0	0	102,909	62,754	102,909	0.00	102,909	17,982
BRMO Grant - DFES	95,048	50,780	(22,558)	123,270	123,270	72,994	0	72,994	0	72,994	22,558
MAF Mitigation - DFES	0	125,618	(99,596)	26,022	26,022	379,926	0	379,926	0	379,926	99,596
Gingin Resilience Project - Mindaroo Foundation	135,072	0	(21,955)	113,117	113,117	101,032	0	101,032	0	101,032	21,955
DFES Overtime Claims at Fires	0	0	0	0	0	5,000	0	5,000	0	5,000	10,547
DFES Overtime Claims - Training	0	0	0	0	0	0	0	0	0	0	3,822
Education and Welfare											
Youth Week Contributions	0	0	0	0	0	3,000	0	3,000	0	3,000	0
Community Amenities											
Claymont Estate Planning Contributions	0	0	0	0	0	27,200	13,599	27,200	0	27,200	32,000
Brookview Estate Planning Contributions	0	0	0	0	0	36,192	0	36,192	0	36,192	48,672
Lancelin South Planning Contributions	0	0	0	0	0	25,000	0	25,000	0	25,000	0
Recreation and culture											
Naming Sponsorship Gingin Aquatic Centre	0	0	0	0	0	10,000	10,000	10,000	0	10,000	0
Contribution income for Palettes and Plates	0	0	0	0	0	5,000	5,000	5,000	0	5,000	2,273
Library Contributions - SLWA	2,382	0	(2,382)	0	0	0	0	0	0	0	182
Transport											
Contribution income for Aurisch Road Maintenance	0	0	0	0	0	12,500	12,500	12,500	0	12,500	0
Economic Services											
Guilderton Caravan Park Deposit Liability	451,874	0	0	451,874	451,874	0	0	0	0	0	0
Market Public Liability Insurance	0	0	0	0	0	2,000	0	2,000	0	2,000	364
TOTALS	684,376	176,398	(146,491)	714,283	714,283	794,753	115,853	794,753	0	794,753	270,177
TOTALS	698,684	176,398	(146,491)	728,591	728,591	3,012,036	1,425,891	3,029,624	(17,588)	3,012,036	1,437,615

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INVESTING ACTIVITIES

14 CAPITAL GRANTS, SUBSIDIES AND CONTRIBUTIONS

Provider	Capital grant/contribution liabilities					Capital grants, subsidies and contributions revenue				
	Liability 1 July 2025	Increase in Liability	Decrease in (As revenue)	Liability 31 Dec 2025	Current Liability 31 Dec 2025	Amended Budget Revenue	YTD Budget	Annual Budget	Budget Variations	YTD Revenue Actual
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Capital grants and subsidies										
Law, order, public safety										0
DFES - Capital Grant - Buildings	27,021	0	0	27,021	27,021	39,569	0	39,569	0	39,569
Ledge Point Off-road Vehicle Area	58,905	0	(45,978)	12,927	12,927	48,375	0	48,375	0	45,978
Recreation					0					0
Heritage Trails Project	0	75,000	0	75,000	75,000	0	0	0	0	0
Transport										
Roads to Recovery	266,053	189,998	0	456,051	456,051	5,964,046	0	5,964,046	0	5,964,046
Financial Assistance Grants - Special Projects	2,311,397	0	(25,621)	2,285,776	2,285,776	2,311,398	0	2,311,398	0	2,311,398
Regional Roads Group	0	395,812	0	395,812	395,812	991,674	0	991,674	0	991,674
State Government Funding Master Trails Plan	0	0	0	0	0	130,000	0	130,000	0	130,000
Lancelin Off Road Vehicle Area Upgrades	0	0	0	0	0	200,000	0	200,000	0	200,000
LRCP - Phase 4	0	0	0	0	0	0	0	0	0	17,007
Commodity Route Funding - Shoval Ready Project Bennie Road	0	121,691	0	121,691	121,691	0	0	0	0	0
	2,663,376	782,501	(71,599)	3,374,278	3,374,278	9,685,062	0	9,685,062	0	9,685,062
										223,694

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15 BUDGET AMENDMENTS

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

Description	Council Resolution	Classification	Non Cash Adjustment	Increase in Available Cash	Decrease in Available Cash	Amended Budget Running Balance
			\$	\$	\$	\$
Budget adoption						
OCM 19/08/2025 Item 16.1 Emergency Dune Mitigation - Lancelin Sands Hotel and Hinchcliffe Lookout - CAP Grant Funding - Northern Beach Alliance GI10503	AUG 2025/2026	Operating revenue	0	0	(17,588)	(17,588)
OCM 19/08/2025 Item 16.1 Emergency Dune Mitigation - Lancelin Sands Hotel and Hinchcliffe Lookout - CAP Grant Funding - Northern Beach Alliance EP10501	AUG 2025/2026	Operating expenses	0	0	(12,413)	(30,001)
CCM 18/11/2025 Item 20.1 Variation to Turf Maintenance Contract - W10116	NOV 2025/2026	Operating expenses	0	15,950	0	(14,051)
CCM 18/11/2025 Item 20.1 Variation to Turf Maintenance Contract - W11300	NOV 2025/2026	Operating expenses	0	0	(15,950)	(30,001)
OCM 16/12/2025 Item 19.4 Landfill Operations Services	DEC 2025/2026	Operating expenses			(100,000)	(130,001)
OCM 16/12/2025 Item 19.4 Landfill Operations Services	DEC 2025/2026	Capital expenses		100,000		(30,001)
OCM 16/12/2025 Item 19.4 Landfill Operations Services	DEC 2025/2026	Capital expenses			(90,000)	(120,001)
OCM 16/12/2025 Item 19.4 Landfill Operations Services	DEC 2025/2026	Capital revenue		90,000		(30,001)
			205,950	(235,951)		(30,001)

14 REPORTS - REGULATORY AND DEVELOPMENT SERVICES

14.1 APPLICATION FOR DEVELOPMENT APPROVAL - PROPOSED STORAGE SHED - LOT 744 TURNER STREET, LEDGE POINT

File	BLD/6919
Applicant	Castlerock Developments Pty Ltd
Location	Lot 744 Turner Street, Ledge Point
Owner	Shire of Gingin
Zoning	Parks and Recreation
WAPC No	N/A
Author	Riaan Stassen - Planning Officer
Reporting Officer	James Bayliss - Executive Manager Regulatory and Development Services
Refer	Nil
Appendices	<ol style="list-style-type: none">1. Location Plan - Ledge Point Golf Club [14.1.1 - 1 page]2. Aerial Image - Ledge Point Golf Club [14.1.2 - 1 page]3. Proposed Shed Location [14.1.3 - 1 page]4. Applicant's Proposal [14.1.4 - 6 pages]5. Concept Enquiry [14.1.5 - 23 pages]

DISCLOSURES OF INTEREST

Nil

PURPOSE

To consider an Application for Development Approval for a Storage Shed on Lot 744 Turner Street, Ledge Point.

BACKGROUND

The subject property is approximately 52.53ha in extent and contains the Ledge Point Country Club (Lessee). The Ledge Point Country Club Committee, at its meeting on 24 August 2025, resolved to support its affiliate, the Ledge Point Golf Club, in its proposal to replace the existing sporting equipment storage shed and subsequently submitted a Concept Enquiry to the Shire of Gingin on 29 August 2025. The Shire's Executive Management Team has reviewed the Concept Enquiry and given in-principle support subject to the following conditions:

- Ledge Point Country Club to apply to the Shire for Development Approval prior to project commencement;
- Ledge Point Country Club to submit to the Shire a certified building application with architectural and signed engineered drawings prior to project commencement; and
- Ledge Point Country Club to accept all costs, including project costs/installation, maintenance, replacement, future costs and insurances for the project.

The new shed has the following dimensions:

Floor Area:	160m ²
Length:	16.00m
Width:	10.00m
Wall Height:	3.00m
Overall Height:	3.882m

The existing shed is 108m² in size and is currently being used for the storage of sports equipment, golf carts and a small pro shop and meeting area. The applicant justifies the need for a new larger shed as follows:

- The ongoing growth of the golf club and its membership base has created the need for expanded facilities.
- Some golf carts are currently stored offsite, creating accessibility challenges. Onsite storage will provide ease of access for patrons and reduce the workload for the club's volunteer workforce.
- An expanded pro shop will provide services and benefits to both members and visitors.
- Increased storage capacity is essential to support the club's expansion and future growth.
- The cost of maintenance to the existing shed is unsustainable.

It should be noted that some of the golf carts proposed to be stored in the new shed are privately owned by Golf Club members.

The Concept Enquiry indicates that the Ledge Point Country Club will take responsibility for all costs associated with the development proposal.

A location plan, aerial image and proposed shed location plan are provided (**see appendices**).

The applicant's proposal is provided (**see appendices**).

A copy of the Concept Enquiry is provided (**see appendices**).

COMMENT

Stakeholder Consultation

No consultation with the broader community was undertaken as the officer did not identify any potentially impacted stakeholders.

PLANNING FRAMEWORK

Local Planning Scheme No. 9 (LPS 9) Planning Assessment

The subject property is zoned Local Reserve – Parks and Recreation under LPS 9.

2.5 Use and Development of Local Reserves

2.5.1 A person must not –

- a) use a Local Reserve; or*
- b) commence or carry out development on a Local Reserve, without first having obtained development approval under Part 7 of the deemed provisions.*

2.5.2 In determining an application for development approval the local government is to have due regard to

- a) the matters set out in clause 67 of the deemed provisions; and*
- b) the ultimate purpose intended for the Reserve.*

In considering the development, due regard is to be given to clause 67 of the Deemed Provisions and the intention of the Reserve as per clause 2.5.2 of LPS 9 as listed above.

LPS 9 does not prescribe any objectives for the Parks and Recreation reserve, and therefore it is appropriate to consider the objectives prescribed to the reserve type in the

Model Provisions (*Planning and Development (Local Planning Schemes) Regulations 2015*). The objective of a Parks and Recreation reserve is as follows:

- *Public Purposes which specifically provide for a range of public recreational facilities.*

The development proposal aligns with the intent of providing recreational facilities, as it affords sporting equipment storage space and associated usage specific to this sports and recreation club.

Planning and Development (Local Planning Schemes) Regulations 2015 (Deemed Provisions)

LPS 9 does not contain a convenient land use to assign to the development, as it encompasses both storage of equipment, pro shop and payment/bookings. The structure and use is ancillary to the golf course, which would be assigned the use class 'Recreation – Public' which is defined as follows:

Recreation – Public means premises used for sporting or recreational activities that are generally accessible to the public and may be conducted for commercial purposes, and includes—

- (a) a golf course;
- (b) a sports ground;
- (c) a showground;
- (d) a racecourse;
- (e) a skating rink; and
- (f) a gymnasium.

The structure will remain ancillary unless the pro shop operates independently from the golf course or retail sales become the dominant use, both of which are an unlikely scenario. The structure has been referred to as a Storage Shed for the purpose of the development process.

In accordance with Schedule 2, Part 9, Clause 67 of the Deemed Provisions, the local government is to have due regard to a range of matters to the extent that, in the opinion of the local government, those matters are relevant to the development the subject of the application. In this instance, the following matters are relevant:

- (j) *In the case of land reserved under this Scheme, the objectives for the reserve and the additional and permitted uses identified in this Scheme for the reserve.*

Officer Comment

As noted above, the objective of the reserve is not listed in LPS 9, however under the interpretation of the Model Provisions the development provides a public recreational purpose and is therefore considered to be consistent with the objectives of the zone.

- (m) *the compatibility of the development with its setting, including –*
 - (i) *the compatibility of the development with the desired future character of its setting: and*
- (n) *the amenity of the locality including the following –*
 - (i) *environmental impacts of the development;*
 - (ii) *the character of the locality;*
 - (iii) *social impacts of the development.*

Officer Comment

The new shed is proposed to be constructed directly adjacent to the existing sporting equipment storage shed, which will be removed. Although the new shed is larger than the existing shed, it is expected that its proposed construction in the same location will ensure a similar visual impact and is unlikely to adversely affect the amenity of the surrounding area. It will be conditioned to be constructed of new materials and a consistent colour scheme.

Summary

In view of the above assessment, the officer supports the development subject to conditions.

RISK IMPLICATIONS

Nil

BUDGET IMPLICATIONS

Nil

STATUTORY/LOCAL LAW IMPLICATIONS

Planning and Development (Local Planning Scheme) Regulations 2015

Local Planning Scheme No. 9

POLICY IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2024-2034

Aspiration	3. Planning & Sustainability - Plan for Future Generations
Strategic Objective	3.3 Planning and Land Use - Plan the use of the land to meet future requirements, incorporating economic development objectives and community amenity.

VOTING REQUIREMENTS - SIMPLE MAJORITY

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Wilkie SECONDED: Councillor Hyne

That Council grant Development Approval for a Storage Shed on Lot 744 Turner Street, Ledge Point subject to the following conditions:

1. The land use and development shall be undertaken in accordance with the approved plans and specifications, including the directions written in red ink by the Shire, unless otherwise conditioned in this Approval.
2. Prior to lodgment of a building permit, a revised floor plan is to be submitted to and approved by the Shire of Gingin, that indicates the proportional use of the storage shed for equipment storage, a pro shop and meeting room.
3. The approved Storage Shed is to be constructed using new materials and be of a consistent colour scheme.

Advice Notes:

Note 1: If you are aggrieved by the conditions of this approval, you have the right to request that the State Administrative Tribunal (SAT) review the decision under Part 14 of the *Planning and Development Act 2005*.

Note 2: Further to this approval, the applicant is required to submit working drawings and specifications to comply with the requirements of the *Building Act 2011* and *Health Act 2016*, which are to be approved by the Shire of Gingin.

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Note 3: This development approval should not be construed as satisfying any other obligations as set out under 'Alterations' within the lease of the premises with the Shire of Gingin.

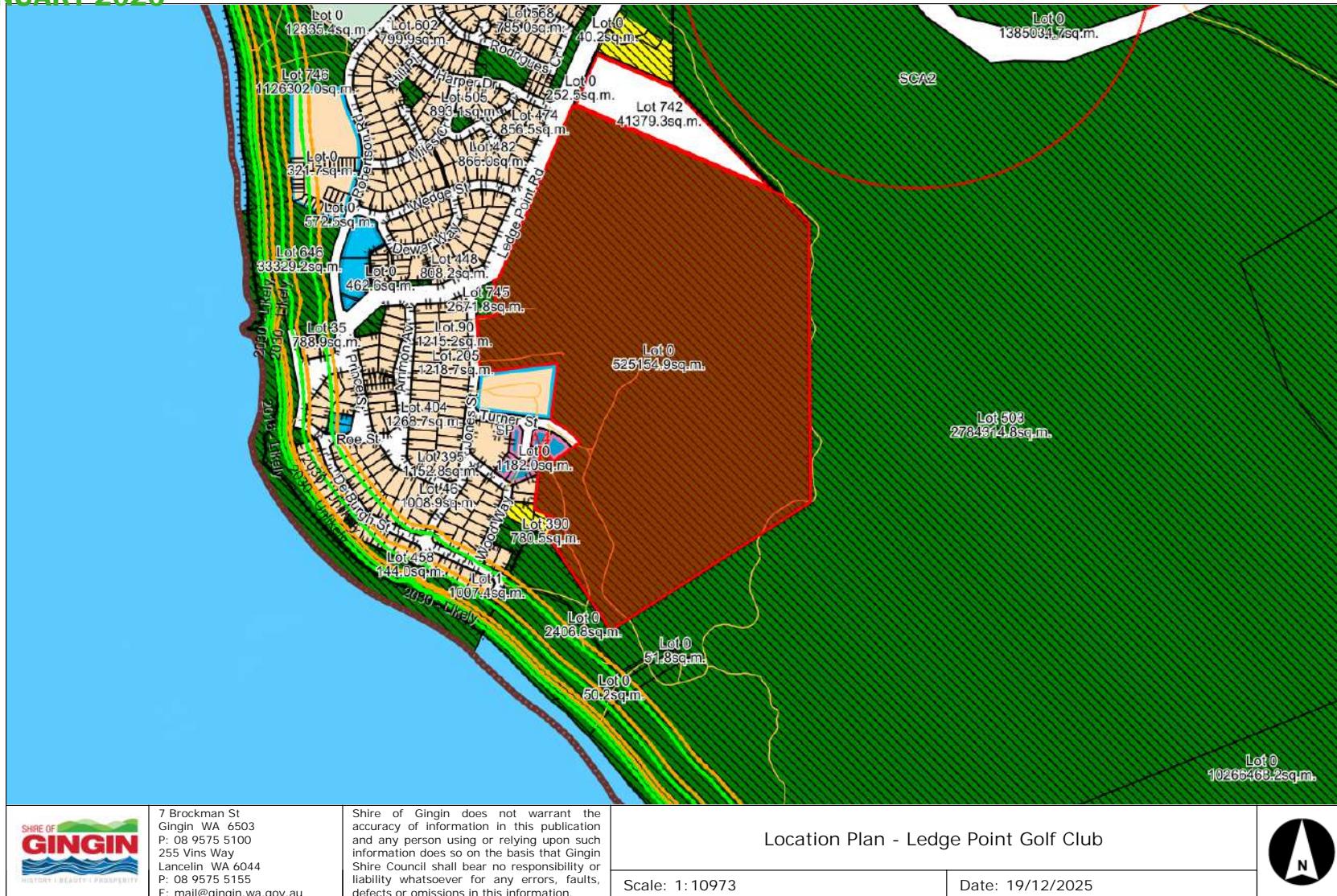
**CARRIED UNANIMOUSLY
9 / 0**

FOR: *Councillor Balcombe, Councillor Hyne, Councillor Kestel, Councillor Peczka, Councillor Stewart, Councillor Vis, Councillor Weeks, Councillor Wilkie and Councillor Woods*

AGAINST: *Nil*

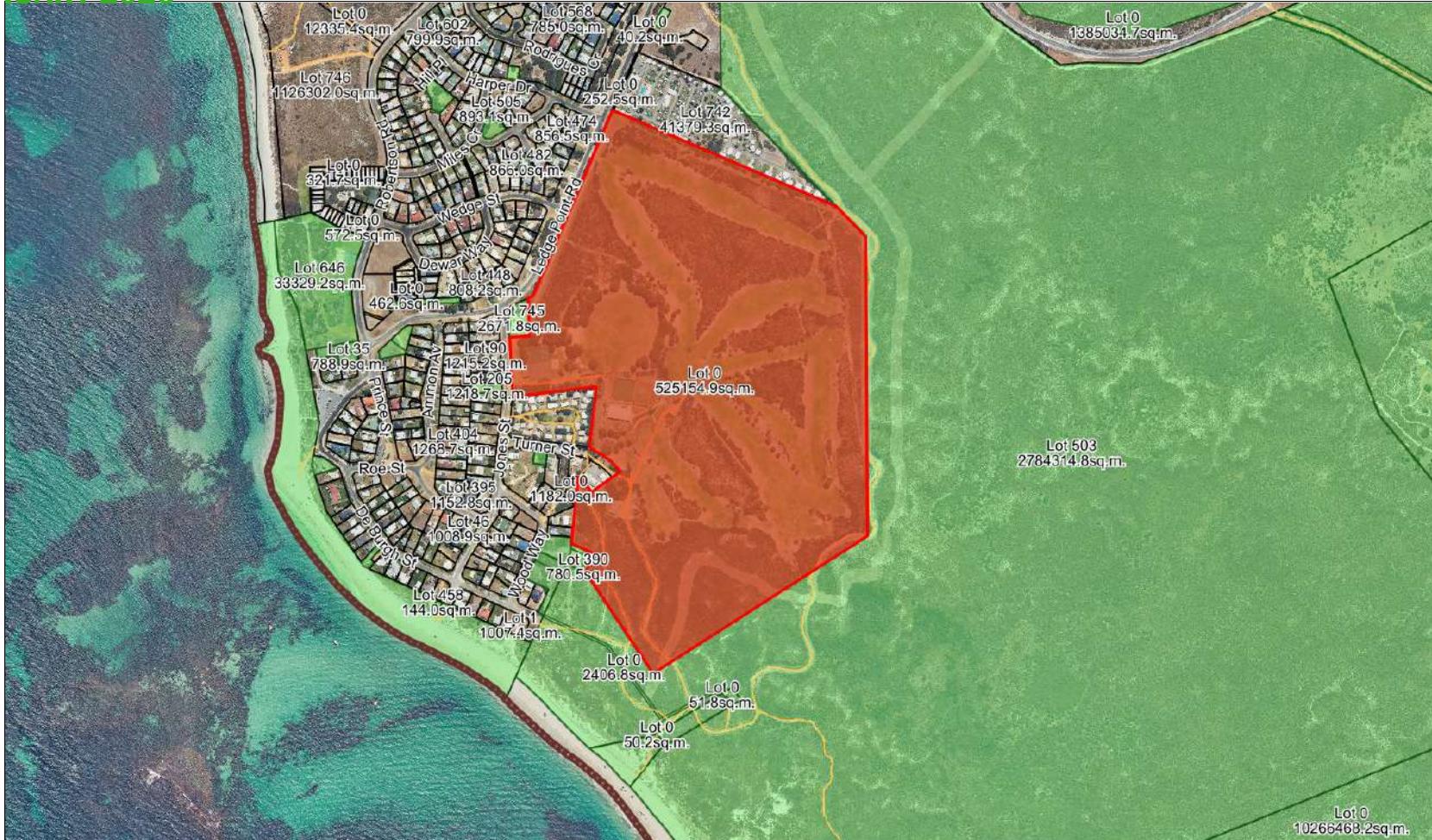
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APPENDIX 14.1.1



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APPENDIX 14.1.2



7 Brockman St
Gingin WA 6503
P: 08 9575 5100
255 Vins Way
Lancelin WA 6044
P: 08 9575 5155
E: mail@gingin.wa.gov.au

Shire of Gingin does not warrant the accuracy of information in this publication and any person using or relying upon such information does so on the basis that Gingin Shire Council shall bear no responsibility or liability whatsoever for any errors, faults, defects or omissions in this information.

Aerial Image - Ledge Point Golf Club

Scale: 1:10973

Date: 19/12/2025

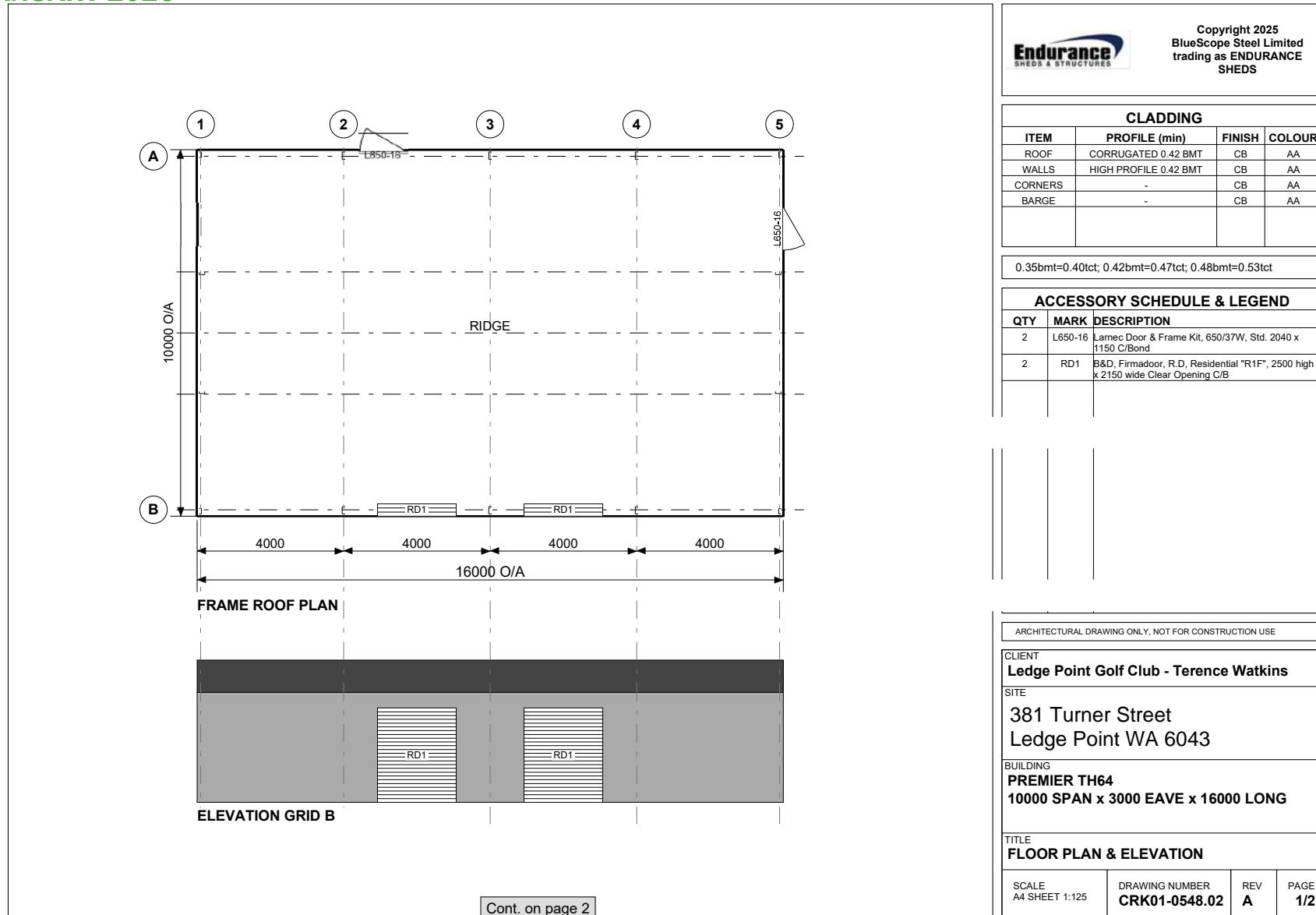




 <p>7 Brockman St Gingin WA 6503 P: 08 9575 5100 255 Vins Way Lancelin WA 6044 P: 08 9575 5155 E: mail@gingin.wa.gov.au</p>	<p>Shire of Gingin does not warrant the accuracy of information in this publication and any person using or relying upon such information does so on the basis that Gingin Shire Council shall bear no responsibility or liability whatsoever for any errors, faults, defects or omissions in this information.</p>	<p>Proposed Shed Location</p>	
		Scale: 1:2743	Date: 19/12/2025

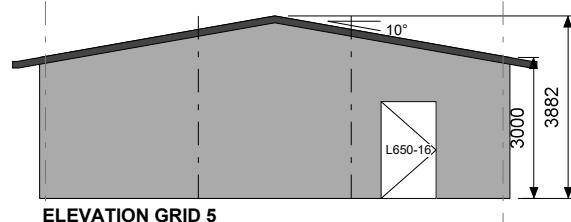
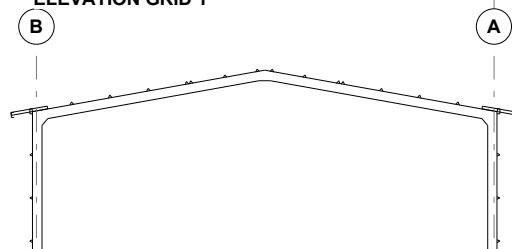
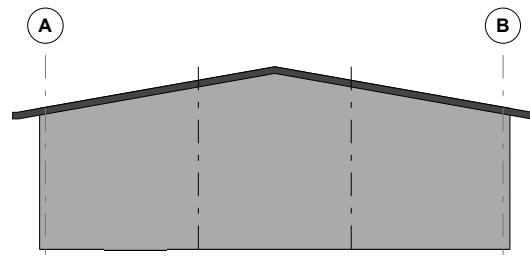
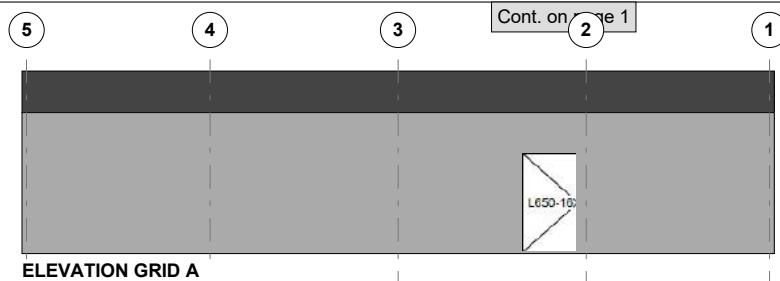
MINUTES ORDINARY COUNCIL MEETING 20 JANUARY 2026

APPENDIX 14.1.4



MINUTES
ORDINARY COUNCIL MEETING
20 JANUARY 2026

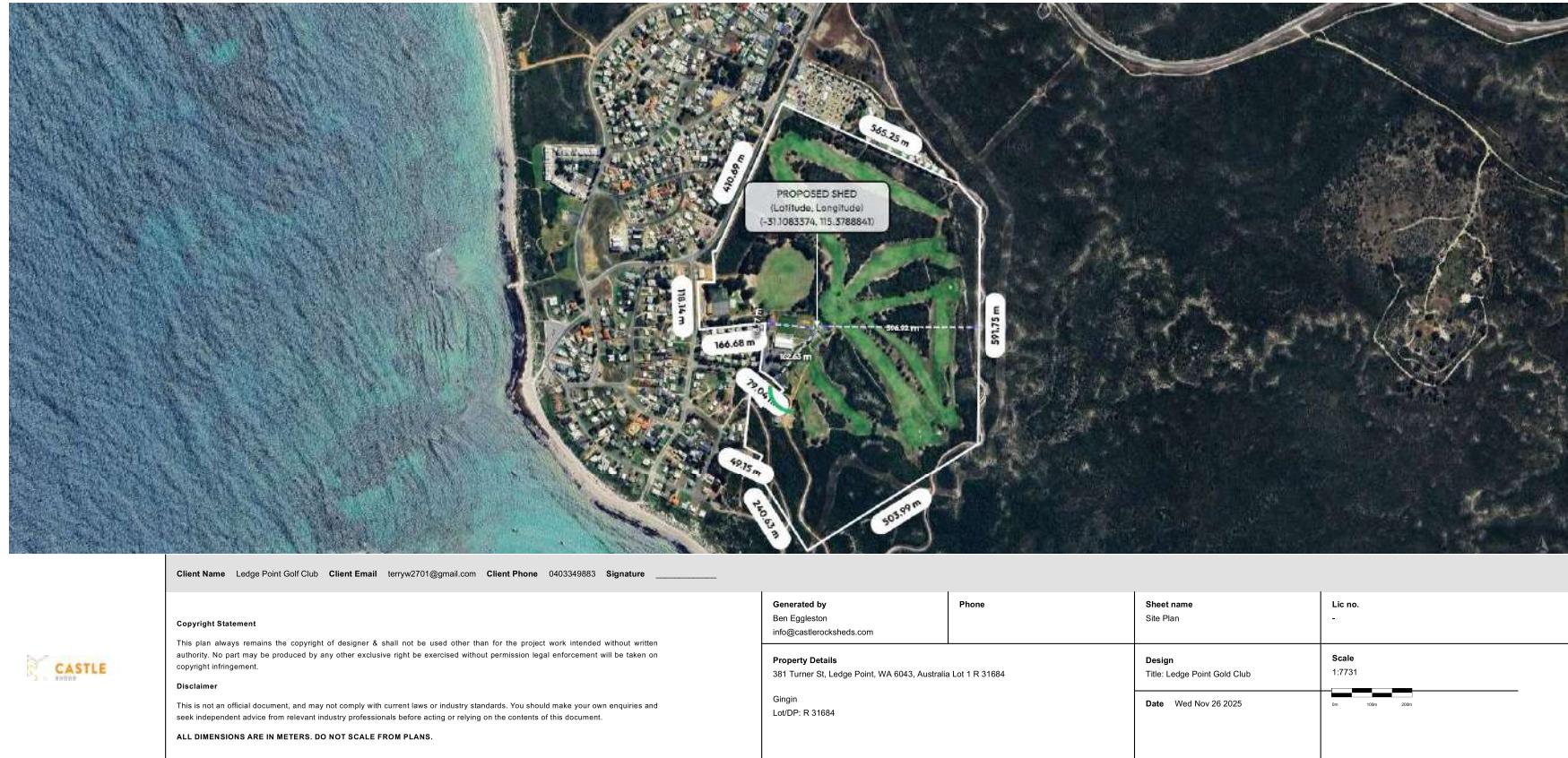
APPENDIX 14.1.4



SCALE A4 SHEET 1:125	REV A
DRAWING NUMBER CRK01-0548.02	PAGE 2/2

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Additional Notes

1 BE 26/11/2025, 11:43 am

Proposed non-reflective Colorbond (Surfmist and Dune) 10x16m shed at 3m high. Proposed shed to replace existing shed.

Stormwater by others, clear of building.

Earthworks Notes: Minor cut and fill may be required. Ground level altered to a maximum of 300mm.

Earthworks will be prepared with clean fill and free from rubble, tree roots and other debris. Fill will be suitably placed and compacted in accordance with the engineering plans, extending a minimum of 2m on all sides of the shed.



Client Name	Ledge Point Golf Club	Client Email	terryw2701@gmail.com	Client Phone	0403349883	Signature
Copyright Statement This plan always remains the copyright of designer & shall not be used other than for the project work intended without written authority. No part may be produced by any other exclusive right be exercised without permission legal enforcement will be taken on copyright infringement.						
Disclaimer This is not an official document, and may not comply with current laws or industry standards. You should make your own enquiries and seek independent advice from relevant industry professionals before acting or relying on the contents of this document.						
ALL DIMENSIONS ARE IN METERS. DO NOT SCALE FROM PLANS.						

Generated by Ben Eggleston info@castlerocksheds.com	Phone	Sheet name Site Plan	Lic no.
Property Details 381 Turner St, Ledge Point, WA 6043, Australia Lot 1 R 31684 Gingin Lot/DP: R 31684	Design Title: Ledge Point Gold Club	Scale 1:7731	
	Date Wed Nov 26 2025		0m 10m 20m

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Ledge Point Country Club

ABN 75 557 285 670

PO Box 420, Ledge Point 6043

Telephone: (08) 9655 1008 Facsimile (08) 9655 2001

Email: ledgeclub@gmail.com

Mr Scott Wildgoose
Chief Executive Officer
Shire of Gingin
PO Box 150
GINGIN WA 6043

29th August, 2025

Dear Mr Wildgoose,

RE: Concept Enquiry – Ledge Point Golf Club Shed

At its meeting held on Sunday, 24 August, the Ledge Point Country Club Committee resolved unanimously to support its affiliate, the Ledge Point Golf Club in its proposal to construct a new shed for the housing of golf buggies and the establishment of a pro shop.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'K Wigg'.

Kevin Wigg
President
Ledge Point Country Club

MINUTES ORDINARY COUNCIL MEETING 20 JANUARY 2026

Concept Enquiry

COMMUNITY PROJECTS FOR SHIRE LANDS & ASSETS



Prior to completing this form:

It is essential to have read the 'Frequently Asked Questions' for 'Community Projects for Shire Lands & Assets' prior to completing and submitting a 'Concept Enquiry'. In completing and submitting this form to the Shire of Gingin you are acknowledging that you have read and understood the purpose, process and associated information for a 'Concept Enquiry'. If further explanation is required, please contact the Shire via mail@gingin.wa.gov.au or (08) 9575 5100.

Concept Enquiry

Project Title:	Ledge Point Golf Club Shed – Ledge Point Country Club
Contact Person (Applicant):	Monique Smith
Committee Role: (if applicable) Applicant must be Chair/President; Vice; Secretary or Treasurer	Secretary – Ledge Point Country Club
Committee Organisation: (if applicable)	Ledge Point Country Club in conjunction with its affiliate, Ledge Point Golf Club
Postal Address:	PO Box 420 Ledge Point WA 6043
Contact Number:	Monique Smith – 0467 249 841
Email:	Monique_smith@yahoo.com.au ledgeclub@gmail.com

Please provide as much information as possible about the project as this will assist with the Shire's review of the 'Concept Enquiry'. The Shire may seek additional information from the contact person listed above if required.

What is the proposed project?

What is the proposed project? (provide specific detail)	<p>The Country Club would like to seek approval to replace the existing <i>donga</i> currently being used as a pro shop and meeting room by the golf club.</p> <p>We propose to repurpose the existing 108m² footprint and expand it to incorporate a new shed with a total floor area of 160m². The new facility will be designed to house golf buggies, provide a modern pro shop, and create a dedicated meeting space. Additionally, the existing <i>donga</i> will be removed.</p> <p>Key details of the proposed facility:</p> <ul style="list-style-type: none">Dimensions: 16m x 10m (160m²)Construction: Colourbond structure, designed in colours and finishes that are reflective of the local fauna and surrounding environmentFunctionality: Purpose-built spaces for buggy storage, pro shop operations, and meetingsSustainability: Installation of an off-grid power system to ensure environmentally responsible and self-sufficient energy use,
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This upgrade will allow the Club to better meet the needs of members, visitors, and the community by providing a modern, fit-for-purpose facility while remaining sensitive to the local character and environment.

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<p>What is the current issue or need that has initiated this project/concept:</p>	<ul style="list-style-type: none"> The ongoing growth of the Golf Club and its membership base has created the need for expanded facilities. Golf buggies are currently stored offsite, creating accessibility challenges. Onsite storage will provide ease of access for patrons and reduce the workload for the Club's volunteer workforce. An expanded pro shop will provide improved services and benefits to both members and visitors. Increased storage capacity is essential to support the Club's expansion and future growth. <p>This development will enhance the Country Club's capacity to deliver sporting and social benefits to its members and the wider community, while remaining environmentally sensitive and aligned with the character of the local area.</p>
<p>What difference will the project make: (e.g. what would occur if the project didn't happen?)</p>	<p>If this project does not go ahead, the Golf Club will continue to face significant operational challenges, including:</p> <ul style="list-style-type: none"> Limited Storage Capacity: Golf buggies will continue to be stored offsite, creating accessibility issues for patrons and placing an increased burden on the Club's volunteer workforce. Inadequate Facilities: The existing <i>donga</i> does not provide a fit-for-purpose space for a pro shop, storage, or meetings, limiting the Club's ability to service its members and visitors. Restricted Growth: Without adequate infrastructure, the Country Club's ability to expand membership, attract visitors, and host community events will be constrained. Missed Community Benefits: The opportunity to enhance visitor experiences, create a welcoming meeting space, and provide improved recreational facilities for the broader community will be lost. Ongoing Maintenance Issues: The current temporary structure requires more upkeep and offers limited long-term viability, leading to higher costs and inefficiencies over time. . The <i>donga</i> is nearing End Of Life status. <p>To not proceed with this project will restrict the Country Club's ability to grow and to deliver on its mission of providing quality sporting and social facilities for members, guests, and the wider community.</p>

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<p>What are the expected costs for the proposed project? (Provide quotes and project budget where possible)</p>	<p>Concrete - 5,700 Concrete Mesh & Fitting 1,500 Concrete Pump 2,500 Shed 43,034 Offgrid Solar 31,000 Electrical Fitout 3,000 Office/Shop Fitout 13,266 TOTAL \$100,000 To be met and paid for by Ledge Point Country Club Quotes Attached</p>
<p>How do you/the community organisation foresee that the project will be funded? (e.g. Who is contributing to the project? Funding partners, cash and in-kind contributions, etc.)</p>	<p>The total cost of the construction and outlay will be met by the Ledge Point Country Club. Suppliers and Tradespeople will be certified and may include WCS Concrete – Gingin Concreter – Peter Philpott Shed Construction – Shed Castlerock – Bullsbrook Solar Offgrid WA Wangara Although, alternative quotes are still being sought.</p>

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How will the ongoing costs be funded: (e.g. Maintenance, replacement, operation costs, etc.)	The Ledge Point Country Club's affiliate, the Ledge Point Golf Club is a successful Club. It has a strong member and patronage following and will take full responsibility for all ongoing costs associated with maintaining and, when required, replacing the facilities. By doing so, the Club ensures that the project will remain sustainable, well-kept, and beneficial for members, visitors, and the wider community, without placing any financial burden on external organisations.
Is there any other information that may be valuable to provide with regards to the proposed project: (e.g. Photos, maps, diagrams, etc. Attach as applicable)	Letter of support from the Ledge Point Country Club Quotes and drawings have been attached

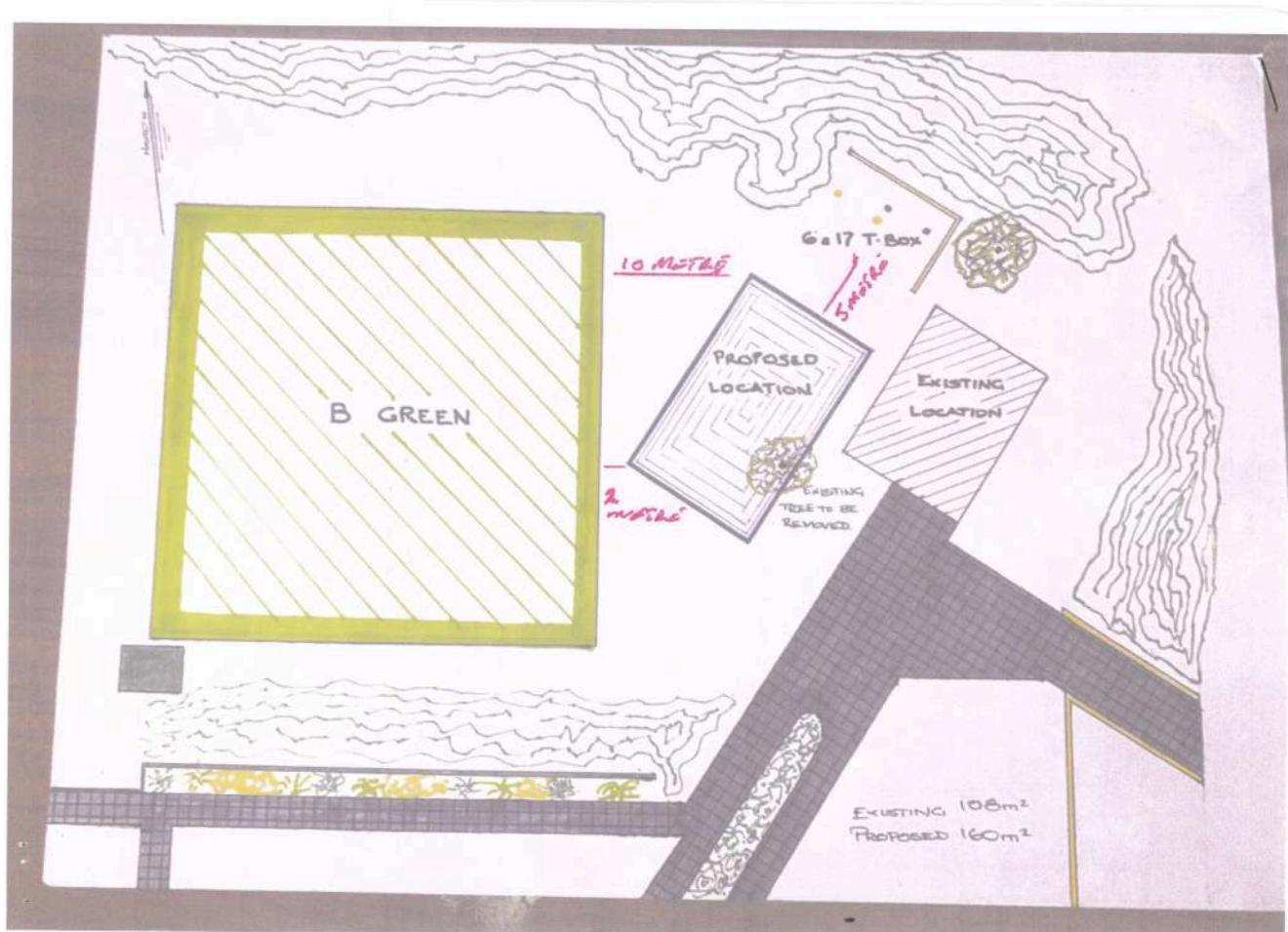
Please send this completed form to:

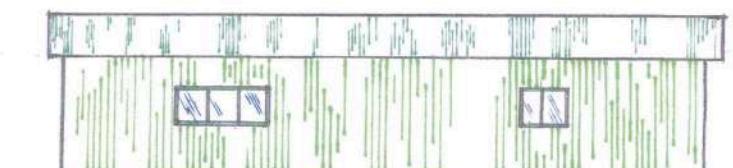
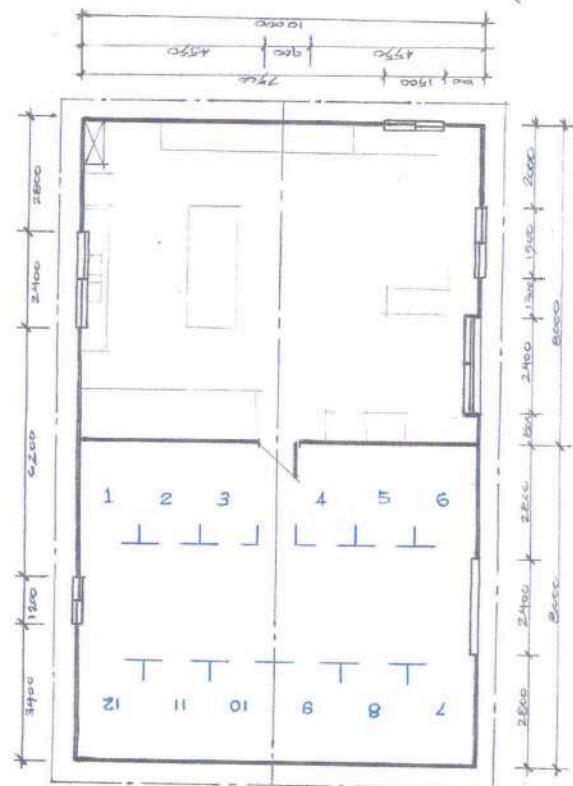
Post:

Mr Scott Wildgoose – Chief Executive Officer
Shire of Gingin
PO Box 510
GINGIN WA 6503
Ref: 'Concept Enquiry' for Project

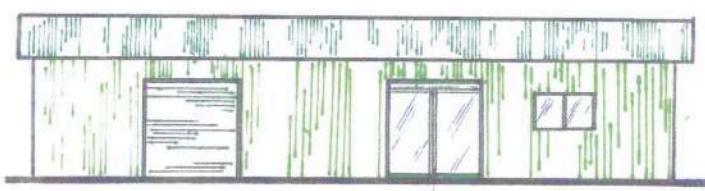
Email:

mail@gingin.wa.gov.au
Subject Line: 'Concept Enquiry' for Project

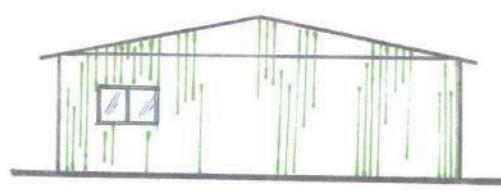




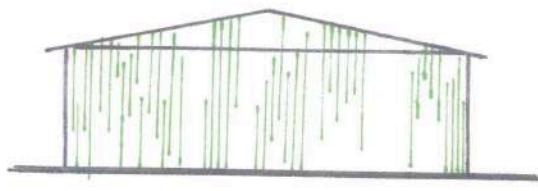
WESTERN ELEVATION



EASTERN ELEVATION



NORTHERN ELEVATION



8/22/25, 2:51 AM

PlanView3D 2025-08-21 05 37 43.jpg



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OPTION ITEMS LIST:

- 1 x PA Door
 - 1 x Light Reg A & B (650/37) K/K Lock 1100 Wide
- 2 x Roller Doors
 - 2 x H2500xW2200 - A Curtain

(F1) 1 x each x PA Door – SS4060 Lockset Knob/Lever (lock only)
(E1) 1 x Eng - Certificate (WA) - Enduro

Company: CASTLEROCK BUILDING CONTRACTORS
Address: PO Box 503
Phone: 0402 125 611

Endurance

CLIENT NAME: Ledge Point Golf Club - Terence Watkins
SITE ADDRESS: 43 Turner St

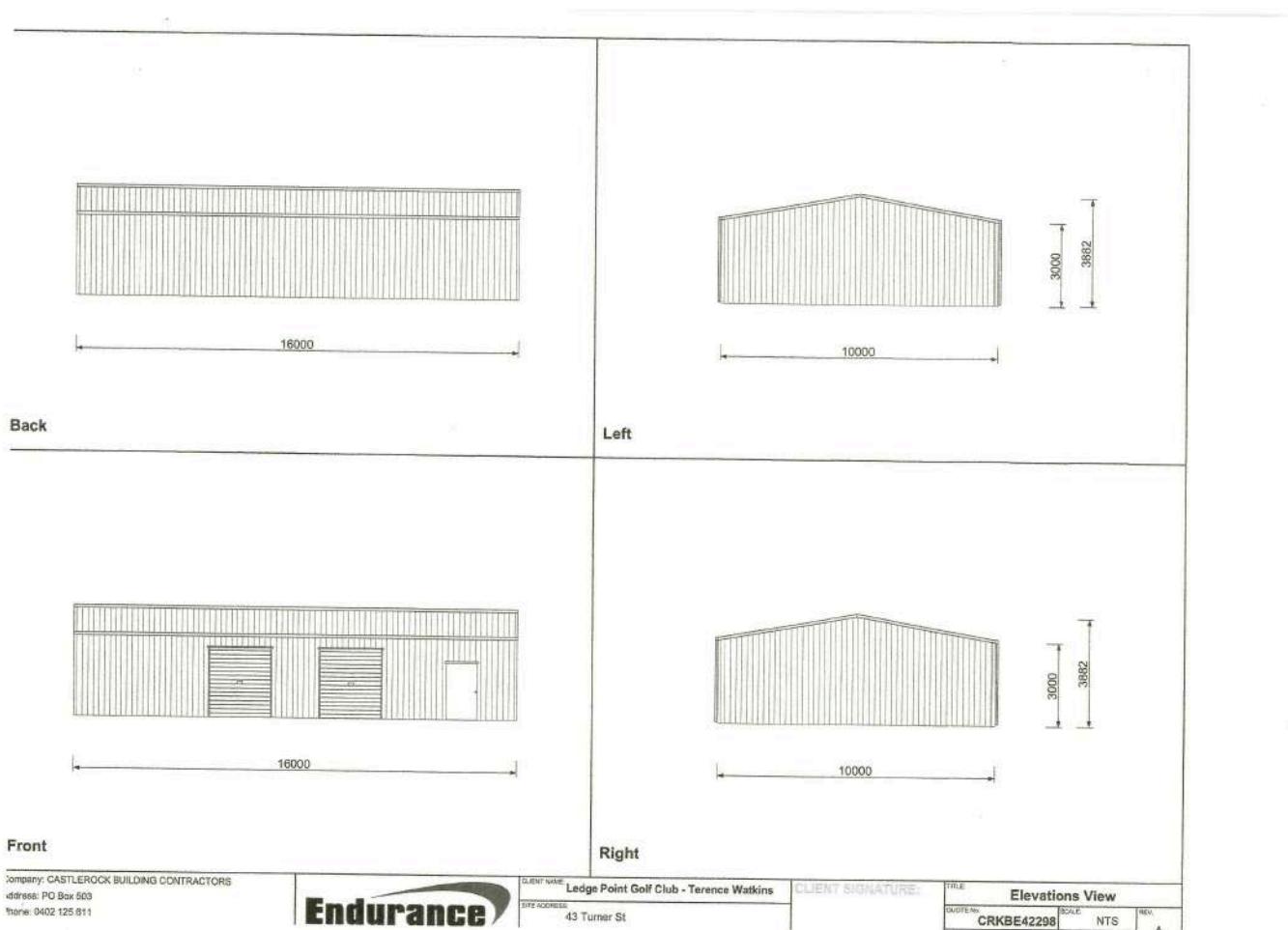
CLIENT SIGNATURE:

QUOTE #: CRKBE42298
SCALE: NTS
REV: A

Plan View

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TERENCE WATKINS <terryw2701@gmail.com>

OffGrid WA - Quote for Ledge Point Golf Shed

1 message

Christy Argent <christy@offgridwa.com.au>
To: terryw2701@gmail.com
Cc: Jason Sayers <jason@offgridwa.com.au>

Wed, Aug 13, 2025 at 3:02 PM

Hi Terry,

I hope this email finds you well!

Following your conversations with Jason, please find the attached quotation for an off-grid solar system for the Ledge Point Golf Shed.

Sigenergy 24kWh System = 100Ard 1C

- Sigenergy 12kW 1ph Inverter/Controller
- 3x Sigenergy 8.08kWh Battery Modules (24.18kWh Total / 23.45kWh Usable Capacity)
- Sigenergy 1ph Gateway for off-grid application
- 50x Longi LR7-54HTH-475M solar panels (23.75 kW Total)

Total out of pocket cost = \$31,066.00

Let us know your thoughts! We are happy to help wherever we can.

Kind regards,
Christy

OFFGRID

Important: The content of this email is confidential and intended for the recipient specified in the message only. It is strictly forbidden to share any part of this message with any third party, without written consent of the sender. If you received this message by mistake, please reply to this message and follow with its deletion, so that we can ensure such a mistake does not occur in the future.

OffGrid WA - Quote 657 - Ledge Point Golf Shed.pdf
7797K

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Date: 13/08/2025
Quotation Number: CR08042288
Quoted By: Ben Eggleton - 0402 123 811
Date Quoted: 13/08/2025

Address: PO Box 583
Bullbrook, WA, PC: 6084
Phone: 0402 123 811
Email: info@easternrocksheds.com

QUOTATION

CUSTOMER'S DETAILS																																				
Name: Ledge Point Golf Club - Terence Wetkins Address: 43 Turner St Suburb: Ledge Point Phone (P): 0402349883 Email: terryw2701@gmail.com																																				
SITE ADDRESS																																				
Address: 43 Turner St Suburb: Ledge Point State: WA Postcode: 6043																																				
YOUR ENDURANCE SERIES DETAILS																																				
Structure Type: Premier Garage Wind Rating: A1-A5 Open Design: No Terrian Category: 2 Wind: 41 m/s Importance Level: 2 Hs: 1.00 Hs: 1.00																																				
<table border="1"> <thead> <tr> <th>SPECIFICATIONS</th> <th>Min. Span</th> <th>Max. Span</th> <th>Max. Wind</th> </tr> </thead> <tbody> <tr> <td>Span (Width):</td> <td>10000 mm</td> <td>#N/A</td> <td>#N/A</td> </tr> <tr> <td>Height:</td> <td>3000 mm</td> <td>#N/A</td> <td>#N/A</td> </tr> <tr> <td>Roof Pitch:</td> <td>10 deg</td> <td>#N/A</td> <td>#N/A</td> </tr> <tr> <td>Normal Rev Sloping:</td> <td>4000 mm</td> <td>#N/A</td> <td>#N/A</td> </tr> <tr> <td>No. of Bays:</td> <td>4</td> <td>#N/A</td> <td>#N/A</td> </tr> <tr> <td>Length:</td> <td>18000 mm</td> <td></td> <td></td> </tr> </tbody> </table>		SPECIFICATIONS	Min. Span	Max. Span	Max. Wind	Span (Width):	10000 mm	#N/A	#N/A	Height:	3000 mm	#N/A	#N/A	Roof Pitch:	10 deg	#N/A	#N/A	Normal Rev Sloping:	4000 mm	#N/A	#N/A	No. of Bays:	4	#N/A	#N/A	Length:	18000 mm									
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<p>Our quote excludes project management - you deal direct with us, not with the state, our suppliers or subcontractors (unless otherwise stated)</p>																																				
<p>General Notes - Supply & Install Fibrous Reinforced Merit roof insulation - \$1594.00 inc GST</p> <p>SC - Roof Support and wall bracing upgrade - 50% extra pounds using approved mounting system</p> <p>UNEVEN FLOORING - This costing is for levelling only. Engineering considerations will be required to accommodate proposed under piers. Floor levelling costs will be subject to provision of specifications of existing bracing, quantity and placement of all piers.</p>																																				
<table border="1"> <tr> <td colspan="2">THIS QUOTATION INCLUDES:</td> </tr> <tr> <td>Crated (Yes: Yes)</td> <td>DEPOSIT:</td> <td>\$2,797.00</td> <td>(incl GST)</td> <td rowspan="6" style="background-color: orange; text-align: center;">TOTAL PRICE: (\$10,000)</td> </tr> <tr> <td>Engineering Costs: Yes</td> <td>SEAL & FOOTING(S):</td> <td>\$0.00</td> <td>(incl GST)</td> </tr> <tr> <td>Battened Internal: Yes</td> <td>MATERIALS ORDERED:</td> <td>\$14,644.00</td> <td>(incl GST)</td> </tr> <tr> <td>Delivery: Yes</td> <td>MATERIALS ON SITE:</td> <td>\$14,644.00</td> <td>(incl GST)</td> </tr> <tr> <td>Decommission: No</td> <td>FINAL:</td> <td>\$10,949.00</td> <td>(incl GST)</td> </tr> <tr> <td>Stormwater and Earthworks: No</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Labour: Yes</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Accommodation: No</td> <td></td> <td></td> <td></td> </tr> </table>		THIS QUOTATION INCLUDES:		Crated (Yes: Yes)	DEPOSIT:	\$2,797.00	(incl GST)	TOTAL PRICE: (\$10,000)	Engineering Costs: Yes	SEAL & FOOTING(S):	\$0.00	(incl GST)	Battened Internal: Yes	MATERIALS ORDERED:	\$14,644.00	(incl GST)	Delivery: Yes	MATERIALS ON SITE:	\$14,644.00	(incl GST)	Decommission: No	FINAL:	\$10,949.00	(incl GST)	Stormwater and Earthworks: No				Labour: Yes				Accommodation: No			
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Previously Estimated Inclusions v16.19

**MINUTES
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APPENDIX 14.1.5

LEDGE POINT GOLF SHED

CONCRETE	\$5700.00
CONCRETE MESH & FITTINGS	\$1500.00
CONCRETE PUMP	\$2500.00
SHED	\$43034.00
OFFGRID SOLAR	\$31000.00
ELECTRICAL FITOUT	\$3000.00
OFFICE /SHOP FITOUT	\$13266.00
TOTAL	\$100,000.00

GINGIN CONCRETE CLIVE & KERRY BETTY

CONCRETE WORK PETER PHILPOTT

SHED CASTLEROCK BULLSBROOK

SOLAR OFFGRID W.A WANGARA



YOUR OFF-GRID SOLAR PROPOSAL

Quotation no. 657

Prepared for Ledge Point Golf Shed

Address: 43 Turner St, Ledge Point WA 6043, Australia

Getting on the right track with off-grid power

An off-grid power system is essential infrastructure and must be designed and installed to work reliably and withstand the rigours of time. We pride ourselves on delivering systems that deliver the energy you need, when you need it, year after year.



Cost Saving



Reliability



CO₂ Reduction

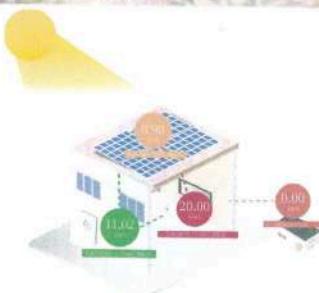
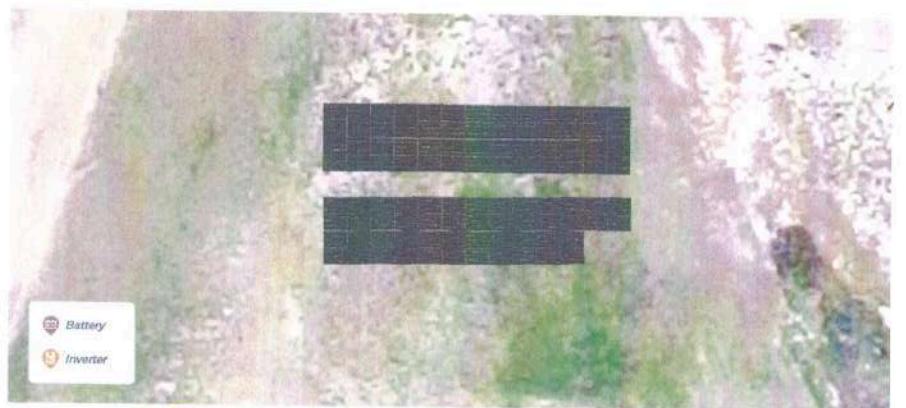


System Recommendation



Based on an average daily consumption of 20 kWh and expected peak power requirements, we propose a 23.75 kW solar array with 24.2 kWh battery. We have considered the solar resource and suitable mounting locations. The generator is sized to provide back-up power for loads and recharging of batteries as required.

Solar Panel Location



100 % powered by renewables

Our aim is to match your consumption with sufficient solar and storage capacity to meet everyday needs.

The solar and battery consumed figures show the clean energy supplies to meet as much as possible of your daily energy consumption, with the back-up genset supplying power in the worst weather.

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0892065000 sales@offgridwa.com.au
SOLAR ASSESSMENT



To evaluate the performance and energy yield of this system, we take solar data from within 10 km of your location and simulate a typical year of operation. In this way we can evaluate the energy available to meet your energy needs and charge your battery.

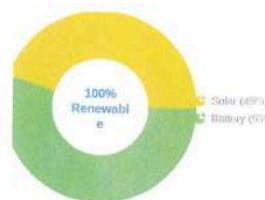
Solar Components

This system includes power conversion equipment: Sigenergy Sigen EC 12.0 SP, Sigenergy Sigenergystor-125-24; and solar panels: 50 x Longi LR7-54HTH-475M

Solar PV Array

Array Potential Power Output	23.75 kW
Annual Generation Potential	35,718 kWh
Estimated Solar Used	20 %
Estimated Shading	0.0 %

Consumption by Source



Solar Array Location

Orientation	Tilt angle	Solar array power	Number of panels
NI – 359°	23°	12.4	26
SI – 179°	23°	11.4	24

Estimated daily consumption

20 kWh

Estimated solar potential

97.9 kWh



Our simulation of your expected consumption and solar production allows us to model the charge and discharge of the battery. This in turn allows us to estimate the energy supplied by the generator.

Storage Components

This battery storage system has a usable storage capacity of 23.5 kWh in a Sigenergy Sigenergystor-125-24 battery.

The battery is managed by the Sigenergy Sigenergystor-125-24 inverter with a rated output power of 12.00 kW.

Storage System

Recommended Battery Depth of Discharge	97 %
Usable battery capacity at 97% DoD	23.5 kWh
Battery Charge-discharge Cycles in Year 1	166

Generator size

0

kVA

Genset runtime

0

hours per year

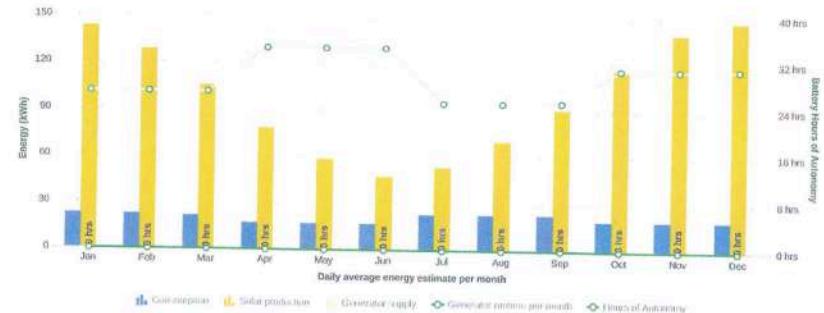
Battery/Charge cycles

166

for the first year

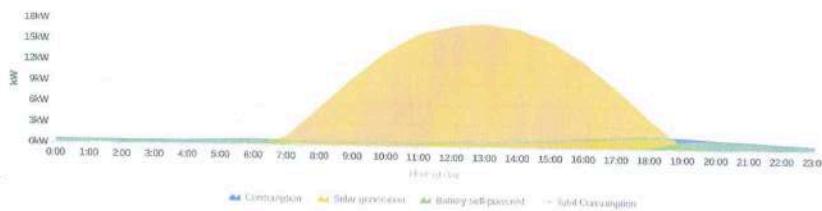


Daily Solar Production per Month

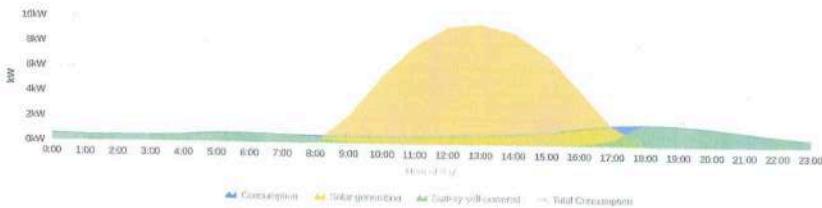


Summer Average Daily Energy Profile

In this chart we assess how your consumption will be met by solar and by battery overnight, and how this varies between summer and winter.



Winter Average Daily Energy Profile





Sigen Energy Controller

5.0 - 30.0 kW Three Phase

- EMS inside for precise control
- Up to 4 MPP. trackers
- Multi-source black start
- On & off-grid compatibility
- DC/AC ratio up to 1.6
- IP66 system protection rating

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Sigen Energy Controller 5.0-30.0 kW Three Phase¹

SigenStor EC	5.0 TP	6.0 TP	8.0 TP	10.0 TP	12.0 TP	15.0 TP	17.0 TP	20.0 TP	25.0 TP	30.0 TP	Units
DC Input (from PV)											
Max PV power	8000	9600	12800	16000	19200	24000	27200	32000	40000	48000	W
Max DC input voltage						1100					V
Nominal DC input voltage						600					V
Start-up voltage						100					V
MPPT voltage range						150 - 1000					V
Number of MPP trackers	2			3			4				
Number of PV strings per MPPT				1							
Max input current per MPPT				16							A
Max short-circuit current per MPPT				20							A
AC Output (on-grid)											
Nominal output power	5000	6000	8000	10000	12000	15000	17000	20000	25000	30000	W
Max output apparent power	5500	6600	8800	11000	13200	16500	18700	22000	27500	33000	VA
Nominal output current	7.8	9.1	12.2	15.2	18.2	22.8	26.8	30.4	38.0	45.5	A
Max output current	8.4	10.0	13.4	16.7	20.1	25.1	28.4	33.4	41.8	50.0	A
Nominal output voltage				380 / 400							V
Nominal grid frequency				50 / 60							Hz
Power factor				0.8 leading - 0.8 lagging							
Total current harmonic distortion				THDi < 2%							
Efficiency											
Max efficiency	98.1%	98.2%	98.3%	98.3%	98.3%	98.3%	98.3%	98.3%	98.3%	98.4%	
European efficiency	96.1%	96.6%	97.1%	97.5%	97.7%	97.9%	97.9%	97.9%	98.0%	98.0%	
AC Output (backup)											
Peak output power (10 seconds)	7500	9000	12000	15000	18000	22500	25500	30000	30000	36000	W
Nominal output voltage				380 / 400							V
Nominal output frequency				50 / 60							Hz
Power factor				0.8 leading - 0.8 lagging							
Total voltage harmonic distortion				THDv < 2%							
Disruption time of backup switch ²				0							ms
Battery Connection											
Battery module models	SigenStor BAT 5.0 / 8.0										
Number of modules per controller	1 - 8										pcs
Battery module voltage range	600 - 900										V
Protection											
Safety protection feature	DC reverse polarity protection, Insulation monitoring, Residual current monitoring, Arc fault circuit interrupter ³ , AC overcurrent/overvoltage/short-circuit protection, Type II DC/AC surge protection, Anti-islanding protection										
General Data											
Dimensions (W / H / D)	700	300	260								mm
Weight				38							kg
Storage temperature range	-40	-70									°C
Operating temperature range	-30	-60									°C
Relative humidity range	0%	95%									
Max. operating altitude				4000							m
Cooling	Smart air cooling										
System ingress protection rating	IP65										
Communication	WLAN / Fast Ethernet / RS485 / Sigen CommMod (4G/3G/2G)										
Standard Compliance											
Standard ⁴	IEC/EN 62109-1, IEC/EN 62109-2, IEC/EN 61000-6-1, IEC/EN 61000-6-2										

1. Sigen Energy Controller 30.0 kW Three Phase is only available in specific regions. Please contact SigenEnergy or local distributor for details.

2. This refers to the load-side disruption time, to achieve this functionality Sigen Energy Gateway needs to be used together with Sigen Energy Controller and Sigen Battery. Test conditions in the open-circuit state of the power grid, the nominal power of the Sigen Energy Controller is higher than the total power of the home loads.

3. This is an optional feature only supported in certain models, please contact SigenEnergy for more information.

4. For all standards refer to the certificates category on the SigenEnergy website.

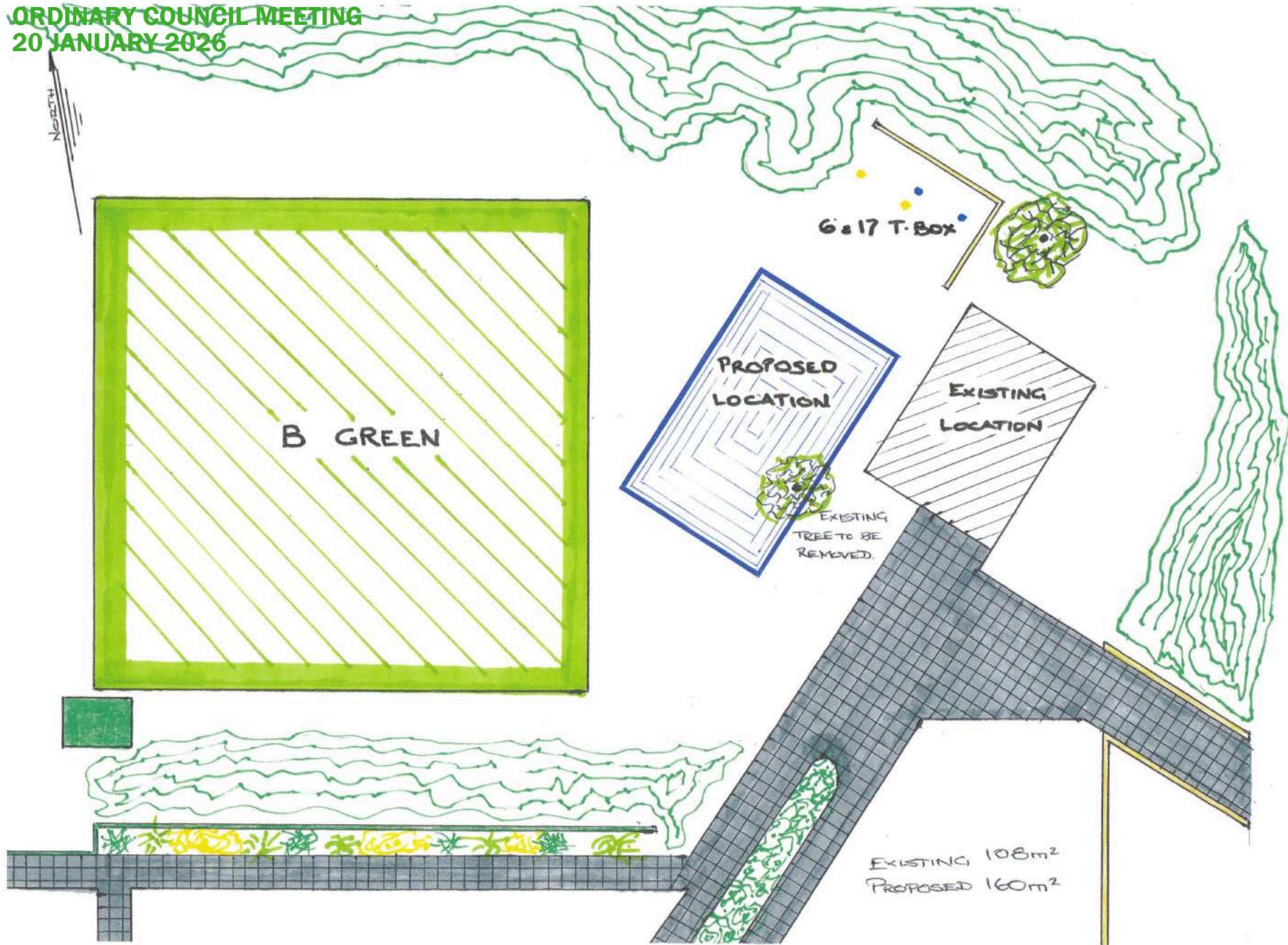
Disclaimer: The information in this file is provided on an "as is" basis. To the fullest extent permitted by law, SigenEnergy Technology Co., Ltd. excludes all representations and warranties relating to this file and its contents or which is or may be provided by any affiliates or any other third party, including in relation to any inaccuracies or omissions in this file.

Sigen Battery 5.0 / 8.0 kWh

SigenStor BAT	5.0	8.0	Units
Performance Specification			
Battery type	LiFePO ₄		
Total energy capacity	5.38	8.08	kWh
Usable energy capacity ¹	5.2	7.8	kWh
Battery modules voltage range (single phase system)	300 - 600		V
Battery modules voltage range (three phase system)	600 - 900		V
Max. charge / discharge power	2500	4000	W
Peak charge / discharge power (10 seconds)	3750	6000	W
General Data			
Weight	55	70	kg
Dimensions (W / H / D)	767 / 270 / 280		mm
Storage temperature range	-25 - 60		°C
Operating temperature range	-20 - 55		°C
Relative humidity range	5% - 95%		%
Max. operating altitude	4000		m
Cooling	Natural convection		
System ingress protection rating	IP65		
Installation method	Floor standing / Wall-mounted		
Standard Compliance			
Standard	IEC/EN 60730-1, UN 38.3, IEC/EN 62619, IEC/EN 63056, IEC/EN 62040		

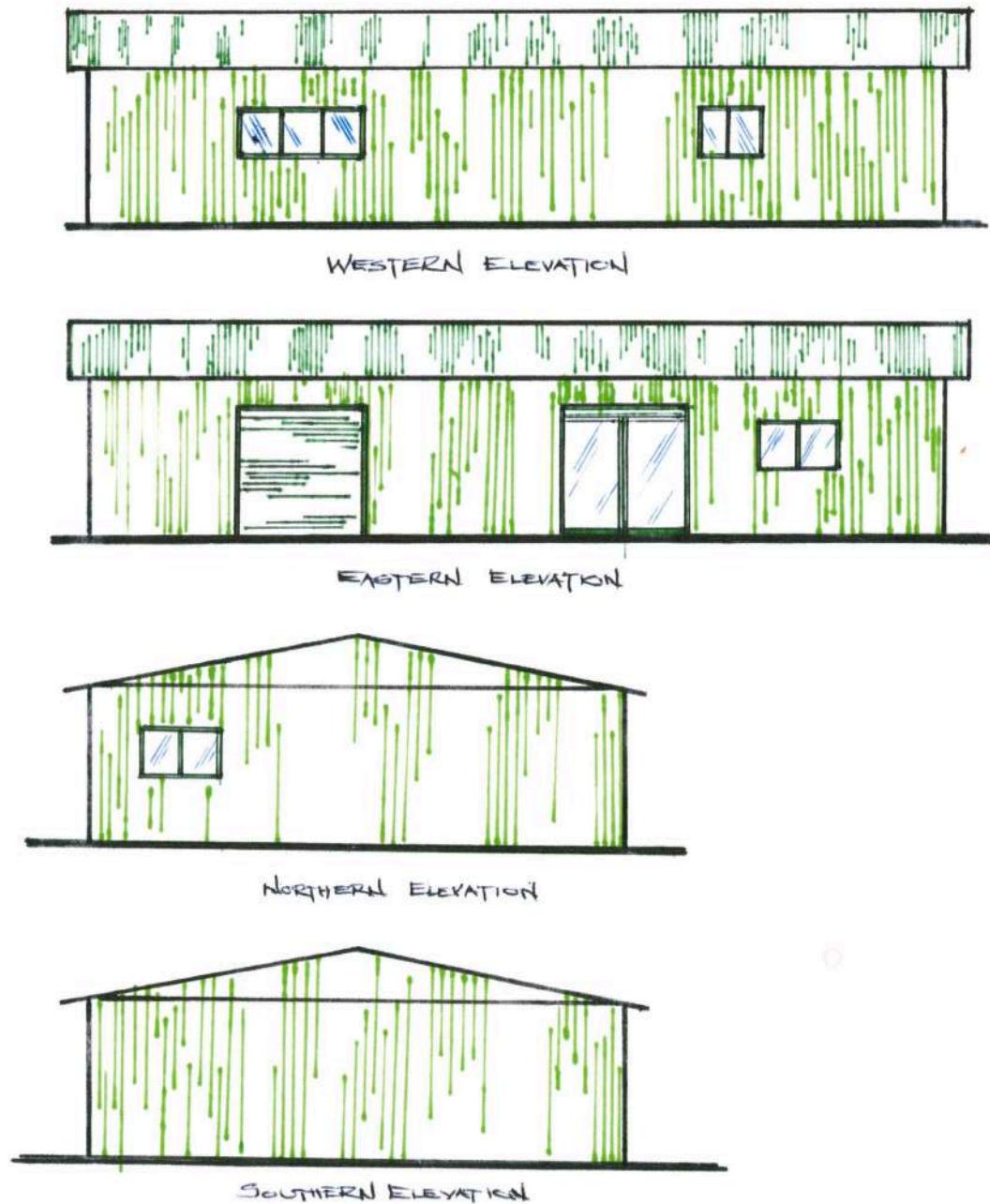
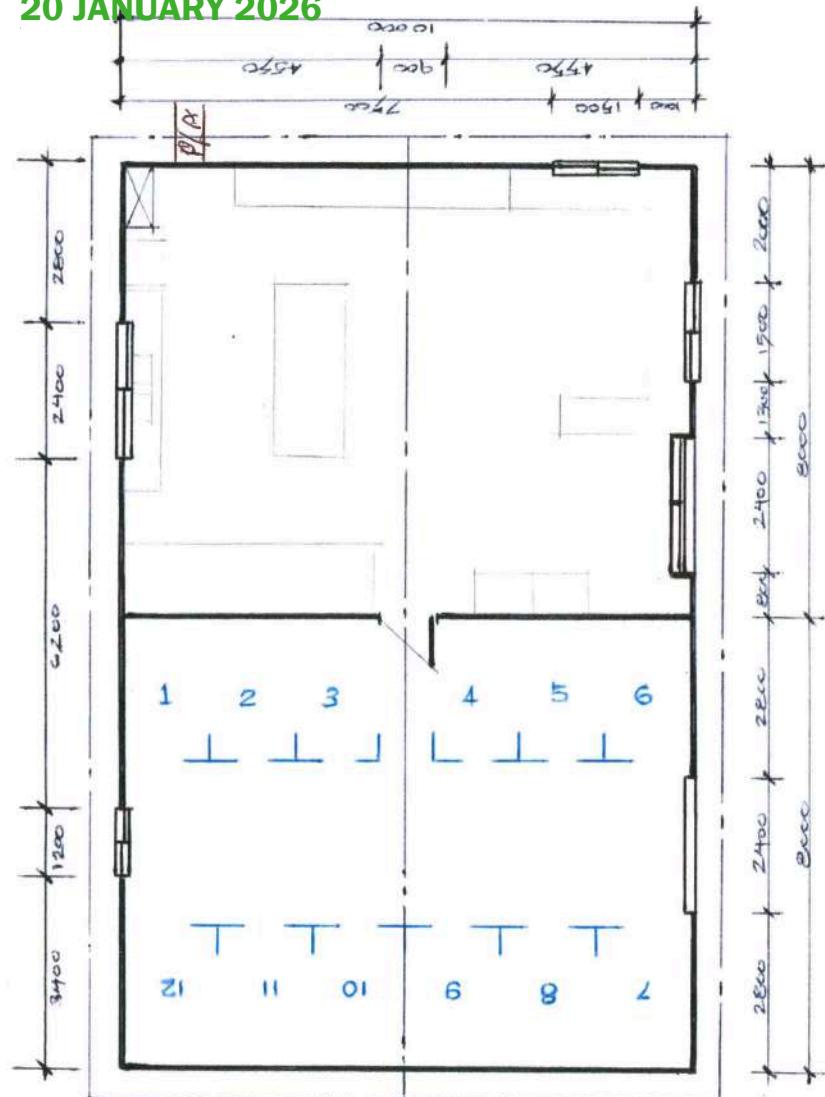
1. Test conditions: 100% depth of discharge, 0.2C rate charge & discharge, average cell at 25 °C.
2. The combination of SigenStor BAT 5.0 and SigenStor LC single phase as example.

Siger
ENJOY GREEN



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APPENDIX 14.1.5



**14.2 ADVOCACY POSITION - WATER MANAGEMENT IN WESTERN AUSTRALIA - WALGA
DISCUSSION PAPER**

File	LND/7
Author	James Bayliss - Executive Manager Regulatory and Development Services
Reporting Officer	James Bayliss - Executive Manager Regulatory and Development Services
Refer	Nil
Appendices	1. Water Management in Western Australia Discussion Paper [14.2.1 - 23 pages]

DISCLOSURES OF INTEREST

Nil

PURPOSE

To consider providing comments to the WA Local Government Association (WALGA) in relation to a discussion paper titled 'Water Management in Western Australia'.

BACKGROUND

Water management in Western Australian is governed by a legislative framework at the State and Federal Government levels which govern how water is accessed, used and regulated. At the State level, governance is shared between the Department of Water and Environmental Regulation (DWER) and the Water Corporation.

WALGA is seeking sector feedback on the Discussion Paper to assist WALGA's understanding of current water management issues facing the sector and inform the development of a new, consolidated Water Management Advocacy Position.

The discussion paper is relevant to many key issues facing the Shire of Gingin, and on that basis the officer suggests supporting the document.

A copy of the discussion paper is provided ([see appendices](#)).

COMMENT

The discussion paper is self-explanatory, and the officer does not intend to duplicate its content as part of this report.

Section 7.1 - Infill Sewer is of particular relevance. The Infill Sewerage Program was a long running State Government initiative (starting in the mid-1990s) aimed at progressively extending reticulated sewerage (deep sewer) to properties that previously relied on septic tanks which improved public health, environmental protection and land development outcomes. Over time, the program has been repeatedly deferred, reprioritised or scaled back as State budget and infrastructure priorities have shifted. This is a major constraint facing all areas of the Shire.

The officer is also aware of headwork constraints for potable water supply throughout the Shire, and the Water Corporation and DWER have no immediate plans to address those issues.

Advocacy and support from WALGA is encouraged and the Shire of Gingin should provide support for the underlying intent of the discussion paper.

RISK IMPLICATIONS

Nil

STATUTORY/LOCAL LAW IMPLICATIONS

Nil

POLICY IMPLICATIONS

Nil

BUDGET IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2024-2034

Aspiration	3. Planning & Sustainability - Plan for Future Generations
Strategic Objective	3.3 Planning & Land Use - Plan the use of the land to meet future requirements, incorporating economic development objectives and community amenity.

VOTING REQUIREMENTS - SIMPLE MAJORITY

OFFICER RECOMMENDATION

MOVED: Councillor Weeks SECONDED: Councillor Hyne

That Council advise the WA Local Government Association that it supports the positions put forward in the Water Management in Western Australia discussion paper and encourages prioritisation of an Infill Sewerage Program in regional Western Australia.

AMENDMENT MOTION

MOVED: Councillor Wilkie SECONDED: Councillor Stewart

That Council amend the motion by adding a Part 2 as follows:

2. Advocates for WALGA to take a stronger position specifically in relation to managing commercial water usage, fracking and contaminant run offs into water sources.

CARRIED
6 / 3

FOR: *Councillor Peczka, Councillor Stewart, Councillor Vis, Councillor Weeks, Councillor Wilkie and Councillor Woods*

AGAINST: *Councillor Balcombe, Councillor Hyne and Councillor Kestel*

Reason for Amendment

That the Shire takes an advocacy position when managing any commercial business application to monitor how much water is being used commercially. Also for the Shire to look at fracking implications and contaminant run offs into water sources within the Shire.

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COUNCIL RESOLUTION

MOVED: Councillor Weeks SECONDED: Councillor Hyne

That Council:

1. Advise the WA Local Government Association that it supports the positions put forward in the Water Management in Western Australia discussion paper and encourages prioritisation of an Infill Sewerage Program in regional Western Australia.
2. Advocates for WALGA to take a stronger position specifically in relation to managing commercial water usage, fracking and contaminant run offs into water sources.

**CARRIED
7 / 2**

FOR: *Councillor Balcombe, Councillor Peczka, Councillor Stewart, Councillor Vis, Councillor Weeks, Councillor Wilkie and Councillor Woods*
AGAINST: *Councillor Hyne and Councillor Kestel*



Water Management in Western Australia

Discussion Paper

November 2025



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Acknowledgement of Country

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

About WALGA

The Western Australian Local Government Association (WALGA) is an independent, member-based, not for profit organisation representing and supporting the WA Local Government sector. Our membership includes all 139 Local Governments in the State.

WALGA uses its influence, support and expertise to deliver better outcomes for WA Local Governments and their communities. We advocate to all levels of Government on behalf of our members and provide expert advice, services and support to Local Governments.

WALGA's vision is for agile and inclusive Local Governments enhancing community wellbeing and enabling economic prosperity.



1. Executive Summary

Water is an essential resource, including for Local Government operations, community health and wellbeing, environmental sustainability and economic activity. Local Governments contribute to the management of water through strategic planning, land management, development approvals, amenity, community behaviour change and, in some cases, direct water service provision. Local Governments' role in water service provision includes drainage, water use and re-use and aspects of wastewater and sewerage services. The challenges for future water management are escalating across Western Australia due to population growth, climate change and increased competition for limited water resources.

Water management in Western Australian is governed by a legislative framework at the State and Australian Government level which govern how water is accessed, used and regulated. Nationally, the [Water Act 2007](#) and the [Environment Protection and Biodiversity Conservation Act 1999 \(EPBC Act\)](#) establish controls over water use, especially in sensitive ecosystems and within the Murray-Darling Basin, while also ensuring national water data collection and reporting under the [National Water Initiative](#) (NWI). A 2024 review of the NWI in the [National Water Reform Inquiry Report](#) identified significant limitations in Western Australia's legislation, including the absence of statutory water entitlements and reliance on outdated legislation.

At the State level, governance is shared between the Department of Water and Environmental Regulation (DWER) and the Water Corporation, with DWER operating under six primary Acts the [Water Agencies \(Powers\) Act 1984](#), the [Rights in Water and Irrigation Act 1914](#), the [Country Areas Water Supply Act 1947](#), the [Metropolitan Water Supply, Sewage and Drainage Act 1909](#), the [Water Conservation Act 1976](#) and [Metropolitan Arterial Drainage Act 1982](#). Although a Water Reform Bill was announced in 2006 to consolidate these laws, progress toward a consolidated Act was discontinued in [December 2023](#), with the State Government opting for other measures such as streamlining licence approvals and infrastructure delivery. Water Corporation is the main supplier of water, wastewater, drainage and bulk irrigation services in WA.

WALGA's consultation to date has highlighted **water security** and **water efficiency** as the key priorities for the Local Government sector. Water security relates to the reliable availability of water at a rate and quality to meet the needs of communities now and into the future. Key factors impacting water security include aging infrastructure, climate change, limited access to alternative or non-traditional water sources, regulatory and licensing barriers and inequitable water distribution, particularly in regional and remote communities. Addressing water security requires more strategic and integrated water use planning. Water efficiency focuses on improving community water literacy, promoting waterwise infrastructure and water sensitive urban design principles through encouraging the adoption of efficient technologies and design standards.

Local Governments across Western Australia are addressing water security and efficiency through various actions across strategic infrastructure planning, innovative water management practices and community awareness. Faced with increasing challenges such as aging infrastructure, declining water availability and the impacts of climate change, Local Governments are investing in adaptive upgrades, exploring alternative water sources and adopting water sensitive urban design principles.

This Paper outlines key water challenges for Local Government, the legislative and policy settings governing water and includes options to provide solutions in an increasingly water constrained environment. Questions for Local Government have been included to inform the development of an updated WALGA Water Management Advocacy Position. This Paper has been informed by consultation through Zone submissions, workshops and interviews with Local Governments across the state, in addition to key State Government stakeholders.



2. Purpose of this Paper

WALGA is seeking sector feedback on this Discussion Paper to assist WALGA's understanding of current water management issues facing the sector and inform the development of a new, consolidated Water Management Advocacy Position.

Local Governments are requested to provide comments on this Discussion Paper by COB Friday, 30 January 2026 to environment@walga.asn.au. WALGA welcomes all forms of feedback; Council endorsed, CEO or officer level feedback.

Feedback received will inform a draft Water Advocacy Position provided to WALGA Zones and State Council for consideration.

3. Introduction

Water is an essential resource, including for Local Government operations, community health and wellbeing, environmental sustainability and economic activity. Local Governments contribute to the management of water through strategic planning, land management, development approvals, amenity, community behaviour change and, in some cases, direct water service provision. While the direct management of wastewater and sewerage infrastructure is generally the responsibility of state or regional utilities, Local Governments have an indirect but significant interest in these systems, as effective wastewater treatment and disposal are essential for environmental health and community wellbeing.

Climate change is significantly reshaping Western Australia's water resources, with impacts varying across different regions. According to the 2024 [State of the Climate Report](#) by CSIRO and Bureau of Meteorology (BOM), there is increasing seasonal variability, changing rainfall patterns, intensifying of extreme heat events which is leading to disruption of water supply and quality.

Australia's climate is highly variable, both geographically and year to year¹. In Western Australia, the north is becoming hotter and wetter, though rainfall remains inconsistent². The rangelands are seeing more intense, short duration rainfall events alongside rising temperatures. Meanwhile, the southwest is becoming significantly drier, with reductions in rainfall, streamflow and groundwater, making it the most climate impacted region in the country³.

Since the mid-1970s, Perth's average rainfall has declined by 15%, resulting in an 80% reduction in streamflow⁴. More frequent short, intense rainfall events are placing pressure of ageing drainage infrastructure and increasing the risk of urban stormwater flooding. The [Integrated Water Supply Scheme \(IWSS\)](#), the potable water distribution network which covers Perth, the Goldfields and Agricultural Region and parts of the South West, supports residential, commercial and industrial water needs and sources water primarily from groundwater and desalination, supplemented by surface water (dams) and groundwater replenishment. In 2023-24 potable water sources consisted of 34% groundwater, 32% desalination, 28% surface water (dams) and 6% groundwater replenishment. Most parks, ovals and public gardens are the responsibility of Local Government and are irrigated using self-supplied groundwater⁵. Overall, 70% of all scheme and non-potable water for irrigation and farming in the south-west comes from groundwater reserves⁶. Increased groundwater extraction in some areas is placing severe stress on aquifer systems,

¹ [State of the Climate Report 2024](#)

² [CSIRO - Australia's changing climate](#)

³ [WA Government - Future climate projections for water management in Western Australia](#)

⁴ [WA Government - rebalancing our groundwater](#)

⁵ [WA Government - Water for Growth - WA's water supply and demand outlook to 2050](#)

⁶ [CSIRO - Groundwater yields in south-west Western Australia](#)



contributing to the drying of wetlands, banksia woodlands and the inland movement of saline water⁷. These challenges are compounded by population growth and rising demand for water resources, making water management increasingly complex. These changes are placing growing pressure on Local Governments to adapt their water management practises and infrastructure.

From consultation and research WALGA has undertaken with Local Government, two key themes consistently emerged - **water security** and **water efficiency**. In discussions with Local Government, climate change was identified as a significant driver and amplifying factor across all aspects of water management, including across planning, policy and infrastructure.

Water security is a critical challenge across the State but particularly in regional WA, where Local Governments contend with the water use needs of heavy industry, inconsistent water availability and quality, higher costs compared to metropolitan areas and significant expenses associated with headworks and infrastructure upgrades. Local Governments also manage standpipes for agricultural and emergency management uses and saline groundwater for use on public open space. In response to these challenges, Local Governments are adopting water saving measures, collaborating with State agencies and exploring alternative technologies and water sources.

Water efficiency is an increasing priority for Local Governments across Western Australia, as they work to maximise limited water resources and reduce wastage. Local Governments are implementing waterwise technologies and water sensitive design principles such as smart irrigation, hydro and eco zoning, stormwater harvesting and participating in programs such as the Waterwise Council Program. However, feedback from Local Governments highlights a gap in water literacy within their organisations and amongst the broader community, with limited understanding of water sources, management practices and climate impacts, creating a disconnect between technical realities and public expectations.

To inform this Paper WALGA reviewed its existing Water Advocacy Positions and motions and feedback from WALGA Zones and undertook extensive direct consultation with the sector. Consultation included workshops with both metropolitan and non-metropolitan Local Governments, an online session with 40 officers focused on water security and efficiency and a regionally focused session with 30 Local Government representatives exploring the barriers to being waterwise in a regional setting. In addition, WALGA conducted 14 one-on-one interviews with officers from 22 metropolitan, regional and remote Local Governments to better understand key issues. Further insights were gained through meetings with officers from the Department of Water and Environmental Regulation and the Water Corporation, as well as internal discussions with WALGA policy teams.

This Paper provides the current WALGA Advocacy Positions (Section 4) an overview of relevant legislation, policy and programs (Section 5) and outlines the key water issues identified by Local Governments (Section 6) as well as potential options for resolution.

4. Current Advocacy Positions

The current WALGA [Advocacy Positions](#) related to water include:

3.1.1 Service Delivery to Aboriginal Communities

This Advocacy Position highlights the commitment of Local Governments in Western Australia with Aboriginal communities to improving living standards and governance. It focuses on ensuring that essential services, such as power and water, are delivered at a standard consistent with other towns and cities across Australia. WALGA and the Local Government sector have advocated to

⁷ [WA Rebalancing our groundwater | Western Australian Government](#)



the State Government for improvements in water quality to ensure consistency across all communities.

4.3 Clearing Permits and Water Licenses and Permits

This Advocacy Position addresses the sectors opposition to increased cost recovery for clearing permits and water licenses by the Department of Water and Environmental Regulation. Local Governments use water primarily for public open space (POS), benefiting the broader community without private gain. WALGA asserts that these costs should be borne by the public through taxation, not by Local Governments. This position notes the need for regulatory reforms to support contemporary water legislation.

6.10 Public Open Space (POS)

This Advocacy Position addresses the importance of POS recognising that as population densities increase, communities increasingly rely on functional POS for diverse purposes, including the integration of drainage, services and utilities. This position addresses the current requirement for 10% of developable residential land to be allocated for POS and highlights the need to review this requirement to ensure its modern relevance.

This position also emphasises the need for POS to be adaptable to varying water availability and climate conditions.

6.14 Planning for Water

This Advocacy Position underscores the need for formal support from relevant Local Governments for Water Management Reports related to water infrastructure projects. This support is crucial when a Local Government is expected to manage the infrastructure asset or when the proposed location of water infrastructure assets will affect Local Government assets or facilities.

5. Legislative and Policy settings

Water provision and licensing in Australia is governed by State and Australian Government legislation. The Australian Government, through the Department of Climate Change, Energy, the Environment and Water (DCCEEW), leads National policy and legislative reform. State and Territory Governments are responsible for legislating and managing water assets within their jurisdictions.

5.1 Australian Government

Water Act 2007

The [Water Act 2007](#), administered by DCCEEW, governs water management across the Murray Darling Basin and provides for other matters of national interest in relation to water policy and water information. This includes the establishment of a National framework to ensure future provision of water through comprehensive data collection across all jurisdictions. It provides a mechanism for regular assessment of each state against the [National Water Initiative](#). The Act authorises the Bureau of Meteorology to collect and publish water information, including a [National Water Account](#) and periodic reports on water resource use and availability. The Act is scheduled for review in 2027.

Environment Protection and Biodiversity Conservation Act 1999

The [Environment Protection and Biodiversity Conservation Act 1999](#) (EPBC Act) regulates impacts on matters of National environmental significance, including significant impacts on water



resources. This includes the "water trigger", which initially applied to coal seam gas and large coal mining developments.

On 15 December 2023, the EPBC Act Water Trigger was amended to include likely significant impacts on water resources from all types of unconventional gas developments, such as shale and tight gas. As a result, any proposed actions that are likely to significantly affect water resources from these developments must now be referred for assessment under the EPBC Act.

National Water Initiative

Established in 2004, the [National Water Initiative](#) (NWI) promotes sustainable water management through market, regulatory and planning based approaches. The NWI requires each State and Territory to develop water plans, manage over-allocated systems, maintaining water rights registers, improve water pricing and enhancing urban water management and demand. The NWI builds on from the [1994 Council of Australian Governments \(COAG\) Water Reform Framework](#).

The [2020 National Water Reform Inquiry](#) by the Productivity Commission highlighted the need to update the NWI to address climate change and water demand. A 2024 review, resulting in the [National Water Reform 2024](#) recommended focusing on developing a shared understanding of water security and considering all extreme climate events in water planning. It also recommended integrating water demand changes into net zero strategies to ensure sufficient water for Australia's net zero transition. The Australian, State and Territory Governments are currently collaborating to renew the NWI by developing a more adaptable [National Water Agreement](#) (NWA). WALGA, through the Australian Local Government Association (ALGA) and directly, has provided input into this review.

National Drought Agreement

[The National Drought Agreement \(NDA\)](#) is intended to support the agricultural sector and regional communities by fostering collaboration, providing support and resources, guiding policy development, building capacity and promoting community engagement to enhance drought resilience. The Agreement establishes a National framework for addressing drought related challenges, ensuring collaboration across all levels of government to support the agricultural sector and rural communities. From 2024 until 2029, the NDA builds on the [First National Drought Agreement](#) focusing on long term preparedness to help businesses and communities manage and recover from the impacts of drought. This intergovernmental agreement outlines the roles and responsibilities of the National, State and Territory Governments in preparing for, managing through and recovering from drought. The NDA emphasises a consistent, collaborative approach to drought management across Australia.

Future Drought Fund

The [Future Drought Fund](#) (FDF), established by the Australian Government in 2019, under the [Future Drought Fund Act 2019](#) aims to enhance drought and climate resilience across the country. The FDF provides \$100 million annually for grants and programs to support initiatives, including local solutions for drought resilience, building knowledge and skills and innovative projects for transformational change.

Drought Resilience Adoption and Innovation Hubs

[Drought Resilience Adoption and Innovation Hubs](#), part of the Australian Government's Future Drought Fund, are designed to enhance drought resilience by fostering collaboration between researchers, farmers and communities.



The hubs serve as regional centres for innovation, focusing on developing [Regional Drought Resilience Plans](#). The Hubs also implement practical solutions, focusing on adaptive farming practices, community support networks and financial mechanisms to improve drought preparedness and response.

Example Plans include the [Mid-West Regional Drought Resilience Plan](#), which was developed through significant collaboration between the Mid-West Development Commission, Northern Agricultural Catchments Council (NACC NRM) and the Department of Primary Industries and Regional Development.

National Water Quality Management Strategy

The [National Water Quality Management Strategy](#) is the nationally agreed framework for water quality management, this strategy provides non-mandatory guidelines to support consistent water quality planning and management across jurisdictions.

5.2 State Government

In Western Australia, the [Department of Water and Environmental Regulation](#) (DWER) regulates and manages water resources under six acts:

- [Water Agencies \(Powers\) Act 1984](#)
- [Rights in Water and Irrigation Act 1914](#)
- [Country Areas Water Supply Act 1947](#)
- [Metropolitan Water Supply, Sewage and Drainage Act 1909](#)
- [Waterways Conservation Act 1976](#)
- [Metropolitan Arterial Drainage Act 1982](#)

The Water Corporation supplies water, wastewater and drainage services statewide. It also provides bulk irrigation supply for farming and agriculture, while also planning future resources to meet population growth.

Water Services Act 2012

The [Water Services Act 2012](#) regulates the provision of water services in Western Australia. It establishes a framework for licensing, regulating and overseeing water service providers to ensure the delivery of water services is efficient, safe and sustainable. The Act covers potable drinking water, sewerage, drainage, irrigation and wastewater services. It applies to both State-owned providers, such as the Water Corporation, Aqwest and Busselton Water, and private suppliers operating independently. Private suppliers typically service regional areas where connecting to State infrastructure is either not feasible or prohibitively expensive due to headworks and upgrade costs.

Under a Class Exemption from section 5(1) of the *Water Services Act 2012*, 21 small Local Governments can provide water services (sewage/non-potable water) in their communities. These include the Shires of Northam, West Arthur, Gnowangerup, Kent, Wickepin, Victoria Plains, Dumbleyung, Jerramungup, Brookton, Goomalling, Dowerin, Koorda, Denmark, Ravensthorpe, Dalwallinu, Morawa, Lake Grace, Yilgarn, Coolgardie, Moora, East Pilbara and City of Kalgoorlie Boulder. Without these exemptions, licensing would impose a substantial financial and resource burden on the sector. WALGA has consistently supported the Class Exemption.



Rights in Water and Irrigation Act 1914

The [Rights in Water and Irrigation Act 1914](#) (RiWI Act) provides the regulation, management, use and protection of water assets across the State. Local Governments operate under licences and permits in accordance with the RiWI Act. Under the RiWI Act, Local Governments can extract water using licences and permits:

- 5C Groundwater or Surface Water Licence: Required for extracting water from groundwater or surface water sources.
- 26D Licence: Required for the construction or alteration of wells, bores and soaks.
- Section 11, 17, or 21A Surface Water Permit: Required for works involving surface water, depending on whether the area is proclaimed and if access is via road or Crown land.

These licences are administered by DWER and are reported against in line with the licence agreement.

The other three Acts which Local Government have interactions with are the *Country Areas Water Supply Act 1974*, which protects public drinking water sources in non-metro areas and controls land use and vegetation clearing in catchment areas. The *Metropolitan Water Supply, Sewerage, and Drainage Act 1909*, which regulates water supply and drainage infrastructure in metro areas. And the *Waterways Conservation Act 1976* which provides for the conservation and management of significant waterways so relevant for Local Governments managing foreshore reserves and waterway rehabilitation.

Water Reform Bill

The *Water Reform Bill*, first announced in 2006, aimed to consolidate and update the six acts governing Western Australia's water resources. However, in December 2023, the State Government [announced](#) that following feedback from water users and stakeholders, the Reform Bill would not proceed. Instead, the State Government would focus on prioritising license applications and delivering new water infrastructure across WA.

Feedback from the [National Water Reform 2024 Inquiry Report](#) highlighted various issues in Western Australia's current legislation. The report found that Western Australia lacks statutory water entitlements and plans, relying on outdated, 110-year-old legislation. The Inquiry Report noted the need for legislative reform, recommending that Western Australia adopt laws aligned with the NWI to enhance transparency around irrigation pricing, costs and subsidies and strengthen independent economic regulation to ensure water service pricing reflects cost recovery.

Gnangara Groundwater Allocation Plan

The [Gnangara Groundwater Allocation Plan](#) was developed to manage Perth's largest water resource, the Gnangara groundwater system in response to climate change. Since 1980, groundwater levels in the system have dropped by up to 10 metres, due to increased groundwater use and [declining rainfall across WA](#). This significant reduction has adversely affected Local Government assets, including lakes and wetlands, bushland and other ecological areas.

Under the Plan, Local Governments in the [affected area](#) must reduce groundwater extraction by 10% from July 2028. To support this transition, in 2023 the State Government allocated \$4 million through the [Gnangara Waterwise Councils Grants Program](#). The funding was for Local Governments within the Gnangara plan area to implement waterwise actions, to meet the 10% reduction. Funded projects included irrigation system upgrades, park retrofits to increase non-irrigated areas of waterwise vegetation, installation of weather stations and smart irrigation control systems and exploring alternative water sources such as stormwater harvesting and wastewater reuse.



Kep Katitjin – Gabi Kaadadjan Waterwise Action Plan 3

The [Kep Katitjin – Gabi Kaadadjan Waterwise Action Plan 3](#) (2024-2027) is the third Plan for Boorloo (Perth) and Bindjareb (Peel). Kep Katitjin is delivered in collaboration with 11 State Government agencies and includes 43 actions aimed at strengthening collaboration and conservation efforts, with the goal of creating climate resilient and waterwise communities by 2030.

Action four of the Plan is to research, scope and engage on expansion of the Waterwise program into regional urban centres. It prioritises research, scoping and stakeholder engagement to guide the expansion, with the findings intended to shape the fourth and final Waterwise Action Plan (2027-2030).

Waterwise Council Program

The [Waterwise Council Program](#), delivered in partnership by the Water Corporation and DWER, supports Local Governments in delivering water efficiency and sustainability measures in their communities. Initially focused on improving water use in community assets, such as facilities and public open spaces, the program now also promotes good governance, ecological health and promotes quality urban space. Currently, 47 Local Governments have Waterwise Council status. The Program largely focuses on the metropolitan areas and WALGA has consistently advocated for this Program to be adapted and expanded statewide.

Drainage for Liveability Program

The [Drainage for Liveability Program](#) is a collaborative initiative led by DWER and Water Corporation aimed at transforming traditional stormwater infrastructure into multifunctional assets that enhance community amenity and environmental outcomes. For Local Governments, Councils are encouraged to partner with State Government and Community groups to develop innovative projects, such as converting drains into living streams or integrating stormwater systems into parks, that deliver co-benefits like improved water quality, habitat creation, and enhanced amenity.

6. Water management themes

This section of the Paper provides detail on the two key themes of water security and water efficiency that were identified through the consultation process. The role and activities of Local Government are outlined and recommended solutions identified.

Water Security

Water security relates to the reliable availability, adequate quantity and acceptable quality of water needed to support human health, economic development and environmental amenity. Issues identified include:

- **Infrastructure:** The need for funding to repair and upgrade aging Local Government water infrastructure including irrigation, drainage and stormwater systems and to improve reliability of State-managed assets.
- **Alternative Sources:** The need to diversify water supply through non-traditional sources such as recycled water, stormwater harvesting, or desalination to support community assets.
- **Licensing:** Addresses challenges with the current water licensing system, including equity, access and regulatory enforcement.
- **Access:** Examines barriers to equitable water access, particularly for regional and remote communities.



- **Use:** Focuses on water planning for allocation and consumption across sectors.

Water Efficiency

Water efficiency is focused on reducing unnecessary loss through better practices, technologies and infrastructure. Issues identified include:

- **Technology:** This include adopting waterwise technologies to enhance water efficiency and adapt to the changing climate.
- **Water Literacy and behaviour change:** Addressing the need to for increased water literacy internally and at a community scale to support internal capacity and to support the adaptive capacity of communities.
- **Water Sensitive Urban Design (WSUD):** Encourages the adoption of efficient technologies and design standards to reduce water consumption across public and private infrastructure, while incorporating blue and green infrastructure.

7. Water security

An adequate and reliable supply of water is essential for healthy, resilient communities and for the sustained growth of WA's economy and population. This section explores infrastructure (headworks, infill sewer and expansion of the sewer system, dams and groundwater), alternative water sources, licensing, water access and use.

7.1 Infrastructure

Aging water infrastructure is an escalating concern for many Local Governments, who directly manage a significant portion of existing irrigation and drainage systems. These assets are increasingly prone to failures such as burst pipes, leaks and irrigation breakdowns, placing substantial financial and operational strain on Local Governments. In addition to managing their own extensive drainage and irrigation networks, Local Governments and their communities also rely heavily on State-managed infrastructure, some of which dates back to the 1800s. This includes regional bulk water supply systems, major irrigation schemes and arterial drainage networks overseen primarily by the Water Corporation and DWER. The combined aging of both Local and State infrastructure presents a growing challenge to water security, service reliability and long-term planning across Western Australia.

Local Governments rely on state managed infrastructure particularly in areas experiencing residential and commercial growth. Insufficient potable water infrastructure can limit new development and contribute to current housing supply challenges. Perth's water supply is currently sourced from a mix of desalination, groundwater, surface water (dams) and groundwater replenishment. Recognising the need for long-term water security, the State Government has invested heavily in desalination infrastructure, including two existing plants and a \$2.8 billion commitment to the Alkimos Seawater Desalination Plant, scheduled for completion in 2028. Whilst these investments reflect the shift away from traditional surface water systems, which are increasingly unreliable due to reduced rainfall and higher evaporation rates, desalination plants are energy intensive and should be considered within net zero plans for state owned assets.

Local Governments across Western Australia are increasingly prioritising infrastructure upgrades to ensure long-term water security in the face of the growing unreliability of traditional water sources. In response, Local Governments are undertaking upgrades to stormwater and water infrastructure to improve reliability, while also enhancing community resilience and emergency preparedness through improved water access and storage. Energy efficiency improvements are also being incorporated into water related infrastructure to reduce operational costs and energy consumption. In regional areas, Local Governments are exploring conservation technologies and



practices, particularly for dams and natural water bodies, to extend water availability. However, the high costs associated with these initiatives often exceed the financial capacity of individual Local Governments, highlighting the need for coordinated funding and support to ensure critical infrastructure upgrades can be delivered.

Headworks

Headworks refer to the planning and construction of essential water infrastructure, such as potable water supply and sewage connections, required for new subdivisions and developments. These projects are typically funded through Water Corporation's five year capital works program or by developers with the cost and assets later recouped at the conclusion of the development by Water Corporation.

Local Governments have raised that the current approach to headworks has negative impacts on the availability of residential development. Infrastructure expansion often favours high yield developments over smaller and regional projects, impacting economic and residential growth in those areas.

In Western Australia, number of dwellings delivered per million dollars spent is a key driver of development feasibility, with higher costs and lower yields inhibiting greyfield and brownfield developments. Importantly, service providers are not engaged until a developer initiates local structure planning (LSP), which can limit opportunities to coordinate infrastructure across broader catchments, especially where multiple servicing options exist. This fragmented approach can hinder strategic water planning and infrastructure delivery.

Infill Sewer

In infill areas, fragmented land ownership complicates the coordination of sewer upgrades, which further constrains housing supply. The State Government infill sewerage program was intended to provide both environmental and social benefits, to enable upgrades of existing areas with on site disposal. However, funding cuts and delays have left many areas unconnected. Local Governments have advocated for renewed funding to complete infill sewerage upgrades and improve connections in existing urban areas.

Dams

Dams and water bodies are essential for irrigation, emergency management and community amenity, with many regional Local Governments responsible for managing their own infrastructure. However, drought and changing rainfall patterns are significantly reducing dam levels, prompting Local Governments to implement water restrictions and prioritisation of water use for essential services. Consultation with Local Governments show that many are forced to turn off irrigation for sporting ovals or reduce watering times when dam levels become critical. Maintaining and upgrading dams places a substantial financial burden on Local Governments, with limited support available from the State Government. In addition to high management costs, many dams experience significant water loss due to evaporation. While innovative solutions such as covers and dam balls are being explored by Local Governments to reduce evaporation rates, these options come with considerable cost barriers. Although inheriting State-owned dam infrastructure has provided benefits in terms of water storage and drought resilience, it also brings the financial responsibility of maintaining ageing systems that do not meet modern efficiency standards.

Waterways

Health of waterways is a key part of the States integrated water system. Local Government are responsible for maintaining drainage infrastructure that prevents nutrient-rich runoff from entering natural systems, a key contributor to algal blooms, as well as from severe weather events that



trigger significant stormwater run-off. The economic impacts associated with sediment control alone can be significant for Local Governments, with substantial portions of drainage budgets allocated to remediation when development pollution occurs. Through land use planning and development approvals and active enforcement, Local Government have mechanisms to enforce erosion and sediment control measures that safeguard waterways and wetlands. WALGA has developed [guidance](#) for the sector on this issue.

Options

To assist Local Government with managing water infrastructure, key initiatives could include:

- State Government funding programs for:
 - Local Government water infrastructure upgrades, including irrigation, drainage and sewerage systems.
 - Local Government management and maintenance of water assets (e.g. dams and water catchments).
 - Regional Local Government to support small-scale sewerage infrastructure headworks costs.
 - Infill sewerage program to be sufficiently funded
 - Technical support and training, particularly in regional areas, to enable infrastructure upgrades.
- For the State Government to identify areas of critical non-potable water supply and assess any disused water assets that could be transferred to Local Governments to enhance water security.

Questions for Local Government

1. Are there any additional water infrastructure challenges impacting your Local Government?
2. What solutions or support would assist your Local Government in addressing water security and infrastructure needs? (*These could be as outlined or additional suggestions*).

7.2 Alternative water sources

In response to increased demand and declining water supply, both State and Local Governments are turning to alternative water sources to supplement and, in some cases, replace traditional water sources for irrigation and potable water supply. These alternatives include groundwater replenishment, managed aquifer recharge (MAR), stormwater harvesting, desalination and the treatment and reuse of wastewater.

Local Governments are investing in a range of initiatives including desalination, stormwater harvesting, wastewater reuse and feasibility studies for alternative water supply options. For example, the [City of Mandurah](#) responded to rapid population growth by developing a new irrigated public open space using treated wastewater from the Caddadup Wastewater Treatment Plant and managed aquifer recharge (MAR). The [City of Kalgoorlie-Boulder](#) has invested heavily in alternative water supply by recycling treated wastewater and harvesting stormwater to irrigate its public open spaces and provide non-potable water to local schools and industries. To bolster drought resilience, the City has invested in upgraded pipelines and storage dams and is planning a



pilot brackish water desalination plant to further improve its water supply reliability. The [City of Kalamunda](#) utilises drainage water through managed aquifer for parks during summer months, the [Shire of Katanning's](#) brackish desalination plant supplies 30KL per day, supporting three local parks. The City of Swan is working with the Department of Communities to use stormwater and recycled water at a [new greenfield development](#). Regional Local Governments have been supported through the [Community Water Supplies Partnership](#) with funding for increased capture and storage of rainwater, groundwater, stormwater and recycled water.

In regional areas, salinity in groundwater is a concern, particularly across the Wheatbelt, where elevated salt concentrations make groundwater unsuitable for irrigation, road construction and bushfire control. As a result, many Local Governments rely on costly potable water supplies or are seeking alternative sources, such as water from State Government trials of brackish water desalination to sustain water needs.

Regional Local Governments have expressed interest in the expansion of brackish desalination (with infrastructure currently being trialled in the Shires of Dumbleyung, Merredin and Katanning) and exploring alternative water sources such as recycled wastewater and stormwater harvesting. Local Governments have emphasised the need for tailored solutions that reflect both metropolitan and regional contexts, noting that under resourced Local Governments often lack the technical expertise and internal capacity to initiate or manage these systems.

Concerns have also been raised about land released by the State Government for development when sites lack access to traditional groundwater sources for irrigating public open spaces. This forces reliance on costly and energy-intensive alternatives and raises equity concerns, especially for peri urban and regional Local Governments that are paying more for their water than their metropolitan counterparts. The absence of strategic, long-term planning prior to land release exacerbates these challenges and highlights the need for improved and integrated water management strategies.

While alternative water can contribute to water security, use should be assessed on a case-by-case basis. A multi-criteria analysis considering cost, greenhouse gas emissions, safety and long-term sustainability may, in some instances, identify scheme water as the most suitable option after groundwater. To ensure responsible and efficient water use, alternative water sources should only be considered after water efficiency and trading have been ruled out. Scheme water or potable water is used for irrigation in areas where groundwater and other alternative water sources are unsustainable or cost prohibitive.

Alternative water sources in WA include:

- Groundwater replenishment: Treats wastewater before recharging into deep aquifers for drinking water. Example: [Beenyup facility in Cragie](#), recharges 28GL annually.
- Managed aquifer recharge (MAR): Recharges water from aquifers or alternative sources (stormwater, treated wastewater) into underground aquifers. Example: bores, ponds, basins and trenches.
- Stormwater harvesting: Captures rainfall runoff for non-potable use like irrigation.
- Wastewater treatment and reuse: Treats sewage or industrial water for reuse, such as irrigation.

Options

To assist Local Government with alternative water sources, key initiatives could include:

State Government funding Programs for:

- Alternative water infrastructure, including dedicated funding for pilot projects, ongoing maintenance, monitoring and system upgrades.



- Provision of technical expertise and support to assist Local Governments in planning, assessing feasibility and implementing alternative water infrastructure.
- The development of integrated regional water management plans
- Community and developer incentives for the use of alternative water sources, such as rainwater and recycled wastewater, greywater and stormwater.
- Further support from Department of Health (State) to assist Local Governments in understanding the process of utilising wastewater.

Questions for Local Government

1. Is your Local Government exploring any additional alternative water sources? If so, what challenges have limited the expansion of these efforts?
2. What further solutions or support mechanisms would be necessary to enhance your Local Government's water security through alternative water sources?

7.3 Licensing

Water Licensing is governed primarily by the [Rights in Water and Irrigation Act 1914](#) (RIWI Act) with DWER regulating over 12,000 active licenses across a range of sectors, authorising the extraction of over four trillion litres annually. Under this legislation, Local Governments are required to obtain a Section 5C license to lawfully extract water from either groundwater or surface water sources. In addition, a Section 26D license is necessary for the construction, modification, or replacement of well, bores or soaks. A Surface Water Permit is also required when activities interfere with or obstruct a watercourse. These apply in proclaimed areas and are designed to ensure water use is sustainable, equitable and aligned with environmental protection objectives.

These licenses are designed to ensure water is protected now and into the future. This is particularly important in WA, where 70% of all water used across the State comes from Groundwater⁸.

A recent [Office of the Auditor General audit of DWER's regulation of water licences](#) found significant deficiencies in DWER's compliance and enforcement practices. The audit found that DWER relied heavily on self-reporting by licence holders with minimal verification for compliance. Alarmingly, 87% of potential incidents over the last three years were not assigned to staff for investigation. In response to these findings, the State Government [announced](#) a \$16.9 million dollar boost to strengthen DWER's capacity to assess and monitor compliance.

A key concern for high growth, peri-urban and regional Local Governments is DWER's First-In-First-Served approach for groundwater licenses⁹. Applications are generally assessed in the order they are received which can disadvantage Local Governments with limited resources or slower administrative capacity. Based on this, and the need for sustainable water allocation, a shift from the traditional First-In-First-Served licensing system to an approach that prioritises highest value use could provide greater long-term benefits for communities and their aspirations as identified in Local Government Strategic Community Plans.

⁸ [Office of the Auditor General - Regulation of Water Licences](#)

⁹ [DWER - Policy - Timely submission of required further information](#) and [Water Licensing – First In, First Served Policy Review](#).



Under the *Rights in Water and Irrigation (RIWI) Act*, the decision to grant or refuse a license is at the department's discretion. Clause 7(2) states that when assessing an application, DWER must consider all relevant factors, including the ecological sustainability and environmental acceptability of the proposed water use. The withdrawal of the Water Reform Bill, which aimed to modernise water management legislation, has further complicated these challenges. The reform may have offered solutions to protect environmental water reserves and regulated wastewater and stormwater management, providing additional water supply to supplement traditional water.

Options

To assist Local Government in navigating licensing, key initiatives could include:

- For the State Government to undertake a review of the framework that governs water services and supply, including dealing with issues relating to the First-In-First-Served approach for groundwater licences.
- For the State Government to ensure that approved water licences do not compromise the availability of water for high priority uses, particularly in ecologically sensitive areas, by applying rigorous assessment criteria during the licence approval process

Questions for Local Government

1. Are there any additional challenges your Local Government faces regarding your water licenses, and if so, what solutions would assist in solving them?
2. What solutions or support would assist your Local Government in addressing water licensing issues?

7.4 Access

Ensuring access to water and consistent water quality is still a key issue across Western Australia.

Aboriginal Communities

In July 2023, responsibility for water and wastewater services in 141 Aboriginal communities across Western Australia was transferred from the Department of Communities to Water Corporation and Horizon Power. This transition marked the beginning of the [Aboriginal Communities Water Services \(ACWS\) program](#), which aimed to deliver safe and more reliable water services.

While service levels vary depending on community size and remoteness, more than 95% of the Aboriginal population in these communities receives water quality testing in accordance with regulatory standards. In extremely remote communities with fewer than 10 residents, water quality testing may be less frequent due to logistical challenges. In these cases, risk assessments are undertaken in collaboration with health regulators to determine the most appropriate testing regime.

The Remote Essential and Municipal Services (REMS) Program supports remote communities by improving infrastructure and management practices to ensure access to safe drinking water, complementing the efforts of the ACWS program.



Inconsistent Quality

Local Governments across Western Australia have reported challenges related to water service delivery in certain areas, particularly where infrastructure is ageing or where services are classified as Non-Standard Water Services. These challenges can include fluctuations in water volume, pressure and quality, which may affect the reliability of supply. In response, alternative on-site treatment solutions, such as water tanks and filtration systems are often deployed by the State Government to maintain access to potable water.

Provision of water by the Water Corporation is highly regulated and operates under a Water Services Licence and complies with a Memorandum of Understanding with the Department of Health, adhering to the [Australian Drinking Water Guidelines](#).

Case Study – Shire of Dumbleyung

The Water Corporation contacted the Shire of Dumbleyung informing them of their intention to change the classification of the Moulyinning water supply to a Non Standard Water Service. Water Corp further advised that the reason for this change was that Moulyinning should have never been classified to receive a standard water service, although it has been connected to scheme water for over 40 years. The reason given for the Non-Standard Water Service was the distance that the water is moved from its source into each townsite residence. A chlorination system would be required closer to the townsite entry to treat the water prior to consumption use. Water Corp advise that this chlorination system installation is not financially justified.

As a consequence, Water Corp has contacted each townsite resident to offer once off funding assistance to install water filtration treatment systems to each household. To qualify for this funding and installation, Water Corp requires each resident to sign a legally enforceable deed which mitigates quality of water supply risk and responsibility issues in favour of Water Corp. Moulyinning is also the location of civic buildings including a Town Hall and Bush Fire Shed.

This change to the classification of the water supply has negative impacts on the Shire's ability to develop this area and retain residents with potable water being a basic essential service. The Shire continues to advocate for WaterCorp to provide the chlorination system to ensure that residents, and essential public infrastructure, are provided with standard drinking water services as is the case in other areas of the Shire and State.

Drought

Drought relates to the prolonged period of insufficient rainfall or groundwater recharge, leading to water shortages that can severely impact agriculture, ecosystems and communities. In Western Australia, [under the Future Drought Fund](#), seven regional drought resilience plans have been developed to map the vulnerabilities of communities to future drought impacts in the face of low and variable rainfall, high temperatures and reliance on agricultural production.

Water Deficiency Declaration

A [Water Deficiency Declaration](#) supports areas that experience prolonged dry conditions that impact the availability of stock water for commercial farmers. A water deficiency declaration



involves an eligible Local Government making a formal request to the Department of Water and Environmental Regulation (DWER) which, after consulting with the Department of Primary Industries and Regional Development (DPIRD), makes a recommendation to the Minister for Water. A water deficiency declaration is authorised when farmers are unable to access on-farm water and are required to travel long distances to access off-farm water due to prolonged dry conditions. In response, the State Government coordinates central watering points where water is carted to for farmers to access for their stock.

Fixed Standpipes

Fixed standpipes in regional areas provide bulk water supply directly from a water supply main and are typically owned and managed by Local Governments, DWER and the Water Corporation. These standpipes are critical in supplying water to communities with limited or no access to water, particularly when areas are declared as water deficient. They also support Local Government operations by providing potable and non-potable water to maintain street trees, undertake minor construction works and service businesses that rely on carted water. Community standpipes, usually with a low flow rate, are owned by Local Governments and available to the community. Commercial standpipes, which have a high flow rate, are often privately owned or provided by Local Governments and cater to commercial operators.

Case Study – Shire of Esperance

Water Deficiency Declarations have previously been in place for Salmon Gums, Grass Patch and Cascades in the Shire of Esperance. As a result in 2024, the Water Corporation had been carting stock water on behalf of DWER to support emergency stock watering. The declaration in Salmon Gums was issued after an application from the Shire of Esperance on behalf of 13 farmers in Salmon Gums. A declaration of this kind is a last resort in a period of ongoing dry conditions which have impacted and depleted water availability on both the farm and within the community.

Local Governments are also participating in pilot programs and using drought vulnerability data to identify at-risk areas and prioritise interventions. By addressing these challenges, Local Governments aim to protect public and environmental assets, support sustainable water use and enhance community resilience to drought and other water-related challenges.

Options

To assist Local Government in improving water access and resilience, key initiatives could include:

- Ensure consistent and reliable water services to both metropolitan and regional areas. This includes providing water at a quantity and quality that supports the health and economic growth of regional communities.
- Incorporate learnings from regional drought hubs into future regional water planning.

Questions for Local Government

1. Are there any additional challenges your Local Government is facing in receiving consistent and reliable water services?
2. Are there any solutions not included which would support your Local Government?



7.5 Use

Local Governments face challenges maintaining public green spaces under strict water restrictions, especially where groundwater is scarce or in high-density areas where public open space (POS) is critical for community wellbeing and liveability.

Local Governments reported challenges in consistently providing sufficient water to all POS, often having to prioritise sporting ovals within their communities. An additional concern relates to new developments, where developers initially secure establishment licences to access groundwater for irrigating POS. During this phase, plantings receive generous water allocations to support growth and aesthetics. However, upon handover to the Local Government, water access reverts back to standard licence restrictions, resulting in reduced irrigation capacity. This often leads to a visible decline in the quality and appearance of parks and reserves, causing resident dissatisfaction and highlighting the limitations of Local Government-managed water allocations.

Options

To assist Local Governments in managing public open space equitably and sustainably, key initiatives could include:

- Support for the consistent application of water sensitive urban design (WSUD) principles to capture water where it falls, helping sustain vegetation and enhance urban resilience.
- Development of consistent communication assets to better educate the community on water efficiency measures, such as browning off, to ensure increased community awareness of water allocations.

Questions for Local Government

1. Are there any additional challenges your Local Government is facing in maintaining consistent and high quality POS?
2. Are there any additional solutions which would support your Local Government?

8. Water efficiency

Water efficiency prioritises water resources in a way that maximises their utility while minimising water loss. In essence, it is doing more with less. For many Local Governments, this includes implementing measures with a combination of technologies that reduce water consumption, enhance water reuse and improves the overall management of water resources. It also includes ensuring efficient use of water, through ensuring effective community behaviour change programs and interventions, water sensitive urban design principles, as well as efficiency in Local Governments' own operations.

8.1 Technology

Local Governments across Western Australia are increasingly adopting waterwise technologies to enhance water efficiency and adapt to the changing climate and associated impacts. These efforts include the use of smart irrigation systems that optimise watering schedules based on weather conditions and soil moisture, as well as hydro-zoning (grouping plants with similar water needs together to reduce water consumption) and eco-zoning (converting existing under-utilised irrigated turfed areas into waterwise, native gardens) in public parks.



Stormwater harvesting projects, such as those implemented by the [City of Perth](#), are being used to capture and reuse water from sources like the Claisebrook main drain, a system that intercepts a mix of stormwater and groundwater. In addition, many Local Governments are interested in exploring wastewater reuse for irrigation and investigating opportunities to recharge shallow aquifers with recycled water to support urban tree stock and waterwise landscaping. Complementary initiatives such as leak detection technologies, water loggers, drought-tolerant plantings and community education programs further promote water efficiency practices.

Despite growing interest, the implementation of these practices is often hindered by high upfront costs (compared to costs of water saved), limited funding and a lack of technical expertise and capacity, particularly in regional areas. Where these efforts are successful, they are often backed by initiatives like the Waterwise Council Program and the Gnangara Waterwise Councils Grants Program, which provide funding and resources to help Local Governments. Noting both programs of these are based in the Perth and Peel and do not provide direct support to regional areas.

Local Governments have also noted issues in accessing bulk billing water consumption data from the Water Corporation for inputting into reporting platforms. This data supports Local Government action improving water efficiency. Water Corporation is working with Local Governments and companies that provide data analysis services for the sector to streamline the provision of water data.

8.2 Water literacy and behaviour change

Feedback from Local Governments highlighted that community water literacy needs to be improved, including understanding of the water cycle, water sources, management practises and impacts of climate change on ecological areas dependant on groundwater resources. This gap has created a disconnect between the technical knowledge and operational realities faced by Local Governments and the public's expectations around water use. For example, despite declining rainfall and reduced water allocations, community expectations for green spaces, especially grassed areas remain unchanged. This lack of awareness makes it challenging for Local Government to gain community support for necessary measures such as water restrictions or reduced watering during drought conditions.

Improving water literacy within Local Governments is also essential to ensure that water efficiency measures are appropriately planned and budgeted for. Many Local Governments, particularly in regional areas, have reported having limited staff capacity and identified the need for further training for staff and elected members to support informed decision making.

Local Governments play an active role in promoting water literacy through a variety of initiatives. These include delivering community programs, hosting educational events and leveraging both social and print media channels to inform and engage residents. Under the [Waterwise Council Program](#), endorsed Local Governments can participate in a Water Sensitive Cities Index Benchmarking Workshop, funded by the Water Corporation, to asses current water management performances and identify actions to accelerate the transition to waterwise communities.

The 47 participating Waterwise Councils in Western Australia can access up to \$10,000 of in-kind funding to support greening initiatives such as native plant sales, educational workshops, the establishment of waterwise and native verges and the purchase of verge trees managed by Local Governments. While these initiatives are welcomed, Local Governments are also investing heavily in infrastructure upgrades to improve water asset management. This includes retrofitting outdated fixtures and appliances, upgrading irrigation systems, implementing hydro zoning and maximising the use of recycled water.

The Water Corporation offers a range of targeted education programs, such as the Waterwise Schools, Councils, Business and Aquatic Centres. However, Local Governments have expressed a



need for expansion of the Council Program to include additional funding and educational support, enabling Local Governments to continually build on outcomes of the reporting process.

8.3 Water Sensitive Urban Design

Water sensitive urban design is a contemporary approach to managing the urban water cycle through integration into the natural and built landscape¹⁰. It uses planning and design principles that incorporates stormwater, groundwater, wastewater and water supply into our built form to achieve best practice water efficiency.

Local Governments are applying water-sensitive urban design principles to demonstrate best practices and educate residents on efficient water use. Collectively these efforts aim to improve water efficiency, reduce long-term costs and foster a culture of water literacy within the community. While the State government has embedded sustainable water resource management and water sensitive design in land and water planning policies, support is required by all decision-makers to ensure these policy objectives are implemented on-ground.

By recognising and incentivising Local Government that implement innovative water-saving initiatives—such as smart irrigation systems, stormwater reuse, and community education programs—the State can amplify grassroots efforts and align them with broader strategic goals. A coordinated approach that values both top-down policy and bottom-up innovation would not only improve water efficiency but also strengthen partnerships across jurisdictions, ensuring that water use is managed sustainably in the face of climate variability and population growth.

Drainage infrastructure not only underpins urban water management but also has significant environmental implications, including the potential for contamination if not managed effectively. WA Local Governments operate an extensive drainage network, including over 13,000 kilometres of longitudinal drains associated with roads in built-up areas. In addition, they manage more than 2,600 kilometres of stormwater drains and 2,400 kilometres of open drains not associated with roads. These figures do not include table drains and other drainage structures associated with rural roads, indicating the true scale of drainage infrastructure may be even greater.

Given these vast networks, the need for sophisticated drainage management is clear, not only to maintain infrastructure but to mitigate risks to the environment. Initiatives such as Drainage for Liveability and water sensitive urban design (WSUD) are being incorporated to support ecological health, improve water quality and manage flash flood events, while also contributing to urban amenity and reduced energy costs. The integration of WSUD with drainage infrastructure is particularly significant, as it links water management with broader sustainability and liveability objectives throughout communities.

Options

To assist Local Governments in mainstreaming water efficiency practices, key initiatives could include:

For the Department of Water and Environmental Regulation and Water Corporation to:

- Expand, and sufficiently resource, the Waterwise Council program applicable across the whole State and develop tiers within the program to enable whole-of-sector participation.
- Improve networks for Local Governments to share knowledge, resources and best practice relating to water efficiency.
-

¹⁰ [NewWAtterWays website](#)



- Provide water efficiency training opportunities for Local Government staff, executives and elected members.
- Develop a range of consistent communication assets for community education for use by Local Government.
- Partner with Local Government to invest in water efficiency pilots, such as stormwater harvesting, browning off of ovals and waterwise verges to increase community awareness and mainstream these applications
- Adopt a holistic framework that incorporates comprehensive water use data and actively incentivising Local Governments striving for water efficiency. This would involve enhancing data-sharing mechanisms between State and Local Governments, enabling evidence-based decision-making and targeted interventions.

Questions for Local Governments

1. Are there any additional challenges your Local Government is experiencing relating to water efficiency?
2. Are there any solutions not included which would support your Local Government?

9. Conclusion

Water is an essential resource to the health, wellbeing and sustainability of communities, the environment and the economy. However, climate change, combined with a growing population and increased groundwater extraction, is placing Western Australia's water systems under significant pressure.

Local Governments across Western Australia are working to reduce water consumption, upgrade infrastructure and explore alternative water sources. However, the scale and urgency of projected changes in water availability requires a more coordinated response. Strengthening partnerships between Local and State Governments is essential to secure long-term water resilience for communities, including through shared investment, strategic planning and expanding research into alternative water sources, alongside efforts to ensure existing infrastructure is fit for purpose. A more collaborative approach will better position the State to meet future water challenges.

Local Governments through land use planning, asset management and community education, play a central role in conserving water, implementing efficiency measures and supporting public health and environmental outcomes. Ensuring water security at the local level is critical for maintaining liveable, climate-adaptive communities now and in the future.

15 REPORTS - OPERATIONS AND ASSETS

Nil

16 MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN

Nil

17 COUNCILLORS' OFFICIAL REPORTS

17.2 Councillor Vis

17 January - I attended a bush fire preparedness seminar at Seaview Park that they had on Saturday. It had a really good turnout, about 20 to 30 people. It was really good to see. Lots of new residents that are finding out about our fire danger warnings and what to do to keep their properties safe.

17.3 Councillor Balcombe

Report mentioned in 9. Announcements by the Presiding Member.

17.4 Councillor Peczka

10 December attended a BFAC (Bush Fire Advisory Committee) meeting, which I chaired on behalf of the President who sent her apologies.

17.5 Councillor Woods

17 December 2025 – I attended the Gingin District High School Award Ceremony.

18 NEW BUSINESS OF AN URGENT NATURE

Nil

19 MATTERS FOR WHICH MEETING IS TO BE CLOSED TO THE PUBLIC

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Woods SECONDED: Councillor Weeks

That Council move into a Confidential Session to discuss Items 19.1, 19.2 and 19.3.

**CARRIED UNANIMOUSLY
9 / 0**

**MINUTES
ORDINARY COUNCIL MEETING
20 JANUARY 2026**



FOR: *Councillor Balcombe, Councillor Hyne, Councillor Kestel, Councillor Peczka, Councillor Stewart, Councillor Vis, Councillor Weeks, Councillor Wilkie and Councillor Woods*
AGAINST: *Nil*

The meeting was closed to the public at 7:18 pm and all members of the public left the meeting.

The Executive Manager Corporate Services left the meeting at 7:18pm and returned 7:19pm

19.1 RECONSIDERATION OF APPLICATION FOR DEVELOPMENT APPROVAL - PROPOSED METEOROLOGICAL MASTS ON LOTS 3915 NILGEN ROAD, NILGEN AND LOT 3917 (733) MIMEGARRA ROAD, NILGEN

File	BLD/5796
Applicant	Mint Renewables Pty Ltd
Location	Lot 3915 Nilgen Road, Nilgen Lot 3917 Mimegarra Road, Nilgen
Owner	Normac Pty Ltd StamCo Beef Pty Ltd
Zoning	General Rural
WAPC No	NA
Author	James Bayliss - Executive Manager Regulatory and Development Services
Reporting Officer	James Bayliss - Executive Manager Regulatory and Development Services
Refer	21 October 2025 - Item 16.2
Appendices	<ol style="list-style-type: none">McLeods Correspondence [19.1.1 - 7 pages]Altus Planning Correspondence [19.1.2 - 3 pages]Minute Extract OCM 21 October 2025 Item 16_2 [19.1.3 - 63 pages]

Reasons for Confidentiality

This report is confidential in accordance with Section 5.23(4) of the *Local Government Act 1995* which permits the meeting to be closed to the public for business relating to the following:

(4)(a) legal advice obtained, or other information, over which the local government holds legal professional privilege;

DISCLOSURES OF INTEREST

Nil

OFFICER RECOMMENDATION

MOVED: Councillor Kestel SECONDED: Councillor Hyne

1. That Council grant Development Approval for a Use Not Listed (Meteorological Mast) on Lot 3915 Nilgen Road, Nilgen subject to the following conditions:
 - a. The land use and development shall be undertaken in accordance with the approved plans (including any amendments marked in red) and accompanying documentation unless otherwise conditioned by this approval.
 - b. This Approval is for a Meteorological Mast only as indicated on the approved plans.
 - c. This development approval is granted for a limited period of 5 years and shall expire on 21 October 2030.
 - d. Upon the expiration of the development approval, the owner shall, at the owner's cost:
 - i. Remove the development (including footings); and
 - ii. Rehabilitate the affected land to its pre-development condition, to the specifications and satisfaction of the Shire of Gingin.
 - e. Prior to the commencement of siteworks, a Construction and Decommissioning Management Plan is to be submitted to and approved by the Shire of Gingin, and on advice from relevant stage agencies (if required), that at a minimum includes the following:
 - i. Outline the number and type of vehicles associated with the construction and decommissioning phases of the development;
 - ii. Outline the transport route vehicles are proposed to traverse;
 - iii. Outline the construction and decommissioning operating hours;
 - iv. Outline remedial works committed to be undertaken to property crossovers post construction and decommissioning phases in the event of damage;
 - v. Outline topsoil and weed management practices; and
 - vi. Outline a rehabilitation plan.

The approved Construction and Decommissioning Management Plan is to be implemented and adhered to thereafter for the life of the development, to the satisfaction of the Shire Gingin.

- f. Prior to operation of the development, the applicant shall demonstrate to the Shire of Gingin that as constructed details have been provided to Air Services Australia, Department of Defence and the Civil Aviation Safety Authority and that the development adheres to their respective conventions.
- g. Prior to the commencement of siteworks, a Signage Plan is to be submitted to and approved by the Shire of Gingin, that at a minimum includes the following:
 - i. Size and location of sign(s) to be installed in a prominent location at the property entrance, viewable to the public; and
 - ii. Contact name and number of the operator to which public complaints/concerns may be directed.

The approved Signage Plan is to be implemented and thereafter updated to reflect accurate contact details for the life of the development.

- h. The approved Meteorological Mast is to contain aviation safety features such as marker balls and visibility sleeves on guy wires, to the satisfaction of the Shire of Gingin (on advice from the DBCA if required).
- i. The landowner is to report any bird mortality or injury to the DBCA and keep an auditable record of any such incidents. The auditable record is to be made available to the Shire of Gingin within 14 days of a written request.

Advice Notes

Note 1: If you are aggrieved by the conditions of this approval, you have the right to request that the State Administrative Tribunal (SAT) review the decision under Part 14 of the *Planning and Development Act 2005*.

Note 2: If the development subject to this approval is not substantially commenced within a period of two years, the approval shall lapse and have no further effect.

Note 3: Where an approval has so lapsed, no development may be carried out without further approval of the local government having first been sought and obtained.

**MINUTES
ORDINARY COUNCIL MEETING
20 JANUARY 2026**



Note 4: Further to this approval, the applicant is required to submit working drawings and specifications to comply with the requirements of the *Building Act 2011* which are to be approved by the Shire of Gingin.

Note 5: The proposed tower will need to comply with Civil Air Services Australia/Department of Defence regulations in relation to tall structure requirements.

Note 6: In relation to removal of the development and rehabilitation of the development site, “pre-development condition” means a bare earth area, free of any structure or footings related to the development and returned to pasture cover.

Note 7: The applicant is responsible for ensuring compliance with the *Biodiversity Conservation Act 2016* and *Environmental Protection Act 1986* as related to potential avifauna impacts. The Department of Water and Environmental Regulation and the Department of Biodiversity, Conservation and Attractions can be consulted for advice as required.

Note 8: Any bird injuries and/or mortalities are to be reported to DBCA via the Fauna Report Form found on the DBCA website at: *Threatened and priority fauna resources*.

2. That Council grant Development Approval for a Use Not Listed (Meteorological Mast) on Lot 3917 Nilgen Road, Nilgen subject to the following conditions:

- The land use and development shall be undertaken in accordance with the approved plans (including any amendments marked in red) and accompanying documentation unless otherwise conditioned by this approval.
- This Approval is for a Meteorological Mast only as indicated on the approved plans.
- This development approval is granted for a limited period of 5 years and shall expire on 21 October 2030.
- Upon the expiration of the development approval, the owner shall, at the owner's cost:
 - Remove the development (including footings); and
 - Rehabilitate the affected land to its pre-development condition, to the specifications and satisfaction of the Shire of Gingin.

- e. Prior to the commencement of siteworks, a Construction and Decommissioning Management Plan is to be submitted to and approved by the Shire of Gingin, and on advice from relevant stage agencies (if required), that at a minimum includes the following:
 - i. Outline the number and type of vehicles associated with the construction and decommissioning phases of the development;
 - ii. Outline the transport route vehicles are proposed to traverse;
 - iii. Outline the construction and decommissioning operating hours;
 - iv. Outline remedial works committed to be undertaken to property crossovers post construction and decommissioning phases in the event of damage;
 - v. Outline topsoil and weed management practices; and
 - vi. Outline a rehabilitation plan.

The approved Construction and Decommissioning Management Plan is to be implemented and adhered to thereafter for the life of the development, to the satisfaction of the Shire Gingin.

- f. Prior to operation of the development, the applicant shall demonstrate to the Shire of Gingin that as constructed details have been provided to Air Services Australia, Department of Defence and the Civil Aviation Safety Authority and that the development adheres to their respective conventions.
- g. Prior to the commencement of siteworks, a Signage Plan is to be submitted to and approved by the Shire of Gingin, that at a minimum includes the following:
 - i. Size and location of sign(s) to be installed in a prominent location at the property entrance, viewable to the public; and
 - ii. Contact name and number of the operator to which public complaints/concerns may be directed.

The approved Signage Plan is to be implemented and thereafter updated to reflect accurate contact details for the life of the development.

- h) The approved Meteorological Mast is to contain aviation safety features such as marker balls and visibility sleeves on guy wires, to the satisfaction of the Shire of Gingin (on advice from the DBCA if required).
- i) The landowner is to report any bird mortality or injury to the DBCA and keep an auditable record of any such incidents. The auditable record is to be made available to the Shire of Gingin within 14 days of a written request.

Advice Notes

Note 1: If you are aggrieved by the conditions of this approval, you have the right to request that the State Administrative Tribunal (SAT) review the decision under Part 14 of the *Planning and Development Act 2005*.

Note 2: If the development subject to this approval is not substantially commenced within a period of two years, the approval shall lapse and have no further effect.

Note 3: Where an approval has so lapsed, no development may be carried out without further approval of the local government having first been sought and obtained.

Note 4: Further to this approval, the applicant is required to submit working drawings and specifications to comply with the requirements of the *Building Act 2011* which are to be approved by the Shire of Gingin.

Note 5: The proposed tower will need to comply with Civil Air Services Australia/Department of Defence regulations in relation to tall structure requirements.

Note 6: In relation to removal of the development and rehabilitation of the development site, “pre-development condition” means a bare earth area, free of any structure or footings related to the development and returned to pasture cover.

Note 7: The applicant is responsible for ensuring compliance with the *Biodiversity Conservation Act 2016* and *Environmental Protection Act 1986* as related to potential avifauna impacts. The Department of Water and Environmental Regulation and the Department of Biodiversity, Conservation and Attractions can be consulted for advice as required.

Note 8: Any bird injuries and/or mortalities are to be reported to DBCA via the Fauna Report Form found on the DBCA website at: *Threatened and priority fauna resources*.

AMENDMENT MOTION

MOVED: Councillor Stewart SECONDED: Councillor Kestel

That Council amend the substantive motion by including the following additional conditions, applying to both Lot 3915 and Lot 3917:

1. In Part 1. by:

AA. Substituting Condition h with the following:

The approved Meteorological Mast and guy wires are to contain avian (bird and bat) collision deterrent devices such as reflective marker balls, high visibility sleeves and diverters. A plan showing the proposed collision deterrent devices must be lodged with the Shire for approval prior to the commencement of site works.

BB. Adding the following conditions of approval:

- j. Prior to commencement of site works, the proponent must submit a site-specific Bird and Bat Collision Risk Assessment prepared by a suitably qualified ecologist, with particular consideration of protected species including Carnaby's Cockatoos, Wedgetail Eagles, raptors and microbat populations. (Risk Assessment) for approval by the Shire on advice from the DBCA. The Risk Assessment is to identify flight paths, seasonal movement, foraging corridors and risk mitigation measures including, but not limited to, the location of the mast and anti-collision mitigation.
- k. All aviation lighting must comply with CASA, Defence, and Air services Australia requirements, while also being designed to minimise wildlife attraction, disorientation and collision risk, including the use of wildlife-sensitive spectra, shielding and minimum necessary intensity where permissible.
- l. A publicly accessible wildlife incident reporting system must be established, with signage on site providing contact and reporting details. Details of the proposed reporting system must be provided to the Shire for approval prior to the commencement of site works.

CC. Adding the following Advice Notes:

- 9. The proponent must fund independent quarterly fauna mortality surveys by a suitably qualified avion ecologist for the first 24 months of operation, with reports provided to the Shire, Birdlife WA and DBCA.

10. If fauna mortality exceeds thresholds advised by DBCA, the Shire may require additional mitigation measures, operational modification or temporary shutdown until risks are adequately addressed.

2. In Part 2. by:

AA. Substituting Condition h with the following:

The approved Meteorological Mast and guy wires are to contain avian (bird and bat) collision deterrent devices such as reflective marker balls, high visibility sleeves and diverters. A plan showing the proposed collision deterrent devices must be lodged with the Shire for approval prior to the commencement of site works.

BB. Adding the following conditions of approval:

- j. Prior to commencement of site works, the proponent must submit a site-specific Bird and Bat Collision Risk Assessment prepared by a suitably qualified ecologist, with particular consideration of protected species including Carnaby's Cockatoos, Wedgetail Eagles, raptors and microbat populations (Risk Assessment) for approval by the Shire on advice from DBCA. The Risk Assessment is to identify flight paths, seasonal movement, foraging corridors and risk mitigation measures including, but not limited to, the location of the mast and anti-collision mitigation.
- k. All aviation lighting must comply with CASA, Defence, and Airservices Australia requirements, while also being designed to minimise wildlife attraction, disorientation and collision risk, including the use of wildlife-sensitive spectra, shielding and minimum necessary intensity where permissible. A plan showing the proposed aviation lighting must be lodged with the Shire for approval prior to the commencement of site works
- l. A publicly accessible wildlife incident reporting system must be established, with signage on site providing contact and reporting details. Details of the proposed reporting system must be provided to the Shire for approval prior to the commencement of site works.

CC. Adding the following Advice Notes:

9. The proponent must fund independent quarterly fauna mortality surveys by a suitably qualified avion ecologist for the first 24 months of operation, with reports provided to the Shire, Birdlife WA and DBCA.
10. If fauna mortality exceeds thresholds advised by DBCA, the Shire may require additional mitigation measures, operational modification or temporary shutdown until risks are adequately addressed.

CARRIED UNANIMOUSLY
9 / 0

FOR: *Councillor Balcombe, Councillor Hyne, Councillor Kestel, Councillor Peczka, Councillor Stewart, Councillor Vis, Councillor Weeks, Councillor Wilkie and Councillor Woods*
AGAINST: *Nil*

Reason for Amendment

To recognise the need for renewable energy data collection, and acknowledge that, due to the proximity of defence and aviation infrastructure, CASA-compliant night lighting is mandatory.

However, that does not remove our legal and planning obligations to protect threatened species and sensitive environments.

This area supports protected wildlife, including Carnaby's Cockatoos, raptors, and microbats. These species are protected under the *Biodiversity Conservation Act 2016 (WA)* and the Commonwealth EPBC Act. As a local government, we have a duty under planning law to consider environmental impact and impose reasonable mitigation where risks are known.

These amendments do not prohibit the development. They simply introduce best-practice safeguards that are standard in sensitive areas:

- A targeted bird and bat risk assessment
- Mandatory anti-collision devices
- CASA-compliant but wildlife-sensitive lighting
- Independent mortality monitoring
- And a rehabilitation bond to protect ratepayers

These conditions are reasonable, proportionate, and enforceable. They reduce long-term risk to the Shire, protect threatened species, and provide confidence to the community that this is being done properly.

This strengthens the approval. It does not weaken it.

COUNCIL RESOLUTION

MOVED: Councillor Kestel

SECONDED: Councillor Hyne

1. That Council grant Development Approval for a Use Not Listed (Meteorological Mast) on Lot 3915 Nilgen Road, Nilgen subject to the following conditions:
 - a. The land use and development shall be undertaken in accordance with the approved plans (including any amendments marked in red) and accompanying documentation unless otherwise conditioned by this approval.
 - b. This Approval is for a Meteorological Mast only as indicated on the approved plans.
 - c. This development approval is granted for a limited period of 5 years and shall expire on 21 October 2030.
 - d. Upon the expiration of the development approval, the owner shall, at the owner's cost:
 - i. Remove the development (including footings); and
 - ii. Rehabilitate the affected land to its pre-development condition, to the specifications and satisfaction of the Shire of Gingin.
 - e. Prior to the commencement of siteworks, a Construction and Decommissioning Management Plan is to be submitted to and approved by the Shire of Gingin, and on advice from relevant stage agencies (if required), that at a minimum includes the following:
 - i. Outline the number and type of vehicles associated with the construction and decommissioning phases of the development;
 - ii. Outline the transport route vehicles are proposed to traverse;
 - iii. Outline the construction and decommissioning operating hours;
 - iv. Outline remedial works committed to be undertaken to property crossovers post construction and decommissioning phases in the event of damage;
 - v. Outline topsoil and weed management practices; and
 - vi. Outline a rehabilitation plan.

The approved Construction and Decommissioning Management Plan is to be implemented and adhered to thereafter for the life of the development, to the satisfaction of the Shire Gingin.

- f. Prior to operation of the development, the applicant shall demonstrate to the Shire of Gingin that as constructed details have been provided to Air Services Australia, Department of Defence and the Civil Aviation Safety Authority and that the development adheres to their respective conventions.
- g. Prior to the commencement of siteworks, a Signage Plan is to be submitted to and approved by the Shire of Gingin, that at a minimum includes the following:
 - i. Size and location of sign(s) to be installed in a prominent location at the property entrance, viewable to the public; and
 - ii. Contact name and number of the operator to which public complaints/concerns may be directed.
- The approved Signage Plan is to be implemented and thereafter updated to reflect accurate contact details for the life of the development.
- h. The approved Meteorological Mast and guy wires are to contain avian (bird and bat) collision deterrent devices such as reflective marker balls, high visibility sleeves and diverters. A plan showing the proposed collision deterrent devices must be lodged with the Shire for approval prior to the commencement of site works.
- i. The landowner is to report any bird mortality or injury to the DBCA and keep an auditable record of any such incidents. The auditable record is to be made available to the Shire of Gingin within 14 days of a written request.
- j. Prior to commencement of site works, the proponent must submit a site-specific Bird and Bat Collision Risk Assessment prepared by a suitably qualified ecologist, with particular consideration of protected species including Carnaby's Cockatoos, Wedgetail Eagles, raptors and microbat populations (Risk Assessment) for approval by the Shire on advice from DBCA. The Risk Assessment is to identify flight paths, seasonal movement, foraging corridors and risk mitigation measures including, but not limited to, the location of the mast and anti-collision mitigation.
- k. All aviation lighting must comply with CASA, Defence, and Airservices Australia requirements, while also being designed to minimise wildlife attraction, disorientation and collision risk, including the use of wildlife-sensitive spectra, shielding and minimum necessary intensity where

permissible. A plan showing the proposed aviation lighting must be lodged with the Shire for approval prior to the commencement of site works.

- l. A publicly accessible wildlife incident reporting system must be established, with signage on site providing contact and reporting details. Details of the proposed reporting system must be provided to the Shire for approval prior to the commencement of site works.

Advice Notes

Note 1: If you are aggrieved by the conditions of this approval, you have the right to request that the State Administrative Tribunal (SAT) review the decision under Part 14 of the *Planning and Development Act 2005*.

Note 2: If the development subject to this approval is not substantially commenced within a period of two years, the approval shall lapse and have no further effect.

Note 3: Where an approval has so lapsed, no development may be carried out without further approval of the local government having first been sought and obtained.

Note 4: Further to this approval, the applicant is required to submit working drawings and specifications to comply with the requirements of the *Building Act 2011* which are to be approved by the Shire of Gingin.

Note 5: The proposed tower will need to comply with Civil Air Services Australia/Department of Defence regulations in relation to tall structure requirements.

Note 6: In relation to removal of the development and rehabilitation of the development site, “pre-development condition” means a bare earth area, free of any structure or footings related to the development and returned to pasture cover.

Note 7: The applicant is responsible for ensuring compliance with the *Biodiversity Conservation Act 2016* and *Environmental Protection Act 1986* as related to potential avifauna impacts. The Department of Water and Environmental Regulation and the Department of Biodiversity, Conservation and Attractions can be consulted for advice as required.

Note 8: Any bird injuries and/or mortalities are to be reported to DBCA via the Fauna Report Form found on the DBCA website at: *Threatened and priority fauna resources*.

Note 9. The proponent must fund independent quarterly fauna mortality surveys by a suitably qualified avion ecologist for the first 24 months of operation, with reports provided to the Shire, Birdlife WA and DBCA.

Note 10. If fauna mortality exceeds thresholds advised by DBCA, the Shire may require additional mitigation measures, operational modification or temporary shutdown until risks are adequately addressed.

2. That Council grant Development Approval for a Use Not Listed (Meteorological Mast) on Lot 3917 Nilgen Road, Nilgen subject to the following conditions:
 - a. The land use and development shall be undertaken in accordance with the approved plans (including any amendments marked in red) and accompanying documentation unless otherwise conditioned by this approval.
 - b. This Approval is for a Meteorological Mast only as indicated on the approved plans.
 - c. This development approval is granted for a limited period of 5 years and shall expire on 21 October 2030.
 - d. Upon the expiration of the development approval, the owner shall, at the owner's cost:
 - i. Remove the development (including footings); and
 - ii. Rehabilitate the affected land to its pre-development condition, to the specifications and satisfaction of the Shire of Gingin.
 - e. Prior to the commencement of siteworks, a Construction and Decommissioning Management Plan is to be submitted to and approved by the Shire of Gingin, and on advice from relevant stage agencies (if required), that at a minimum includes the following:
 - i. Outline the number and type of vehicles associated with the construction and decommissioning phases of the development;
 - ii. Outline the transport route vehicles are proposed to traverse;
 - iii. Outline the construction and decommissioning operating hours;
 - iv. Outline remedial works committed to be undertaken to property crossovers post construction and decommissioning phases in the event of damage;

- v. Outline topsoil and weed management practices; and
- vi. Outline a rehabilitation plan.

The approved Construction and Decommissioning Management Plan is to be implemented and adhered to thereafter for the life of the development, to the satisfaction of the Shire Gingin.

- f. Prior to operation of the development, the applicant shall demonstrate to the Shire of Gingin that as constructed details have been provided to Air Services Australia, Department of Defence and the Civil Aviation Safety Authority and that the development adheres to their respective conventions.
- g. Prior to the commencement of siteworks, a Signage Plan is to be submitted to and approved by the Shire of Gingin, that at a minimum includes the following:
 - i. Size and location of sign(s) to be installed in a prominent location at the property entrance, viewable to the public; and
 - ii. Contact name and number of the operator to which public complaints/concerns may be directed.

The approved Signage Plan is to be implemented and thereafter updated to reflect accurate contact details for the life of the development.

- h. The approved Meteorological Mast and guy wires are to contain avian (bird and bat) collision deterrent devices such as reflective marker balls, high visibility sleeves and diverters. A plan showing the proposed collision deterrent devices must be lodged with the Shire for approval prior to the commencement of site works.
- i. The landowner is to report any bird mortality or injury to the DBCA and keep an auditable record of any such incidents. The auditable record is to be made available to the Shire of Gingin within 14 days of a written request.
- j. Prior to commencement of site works, the proponent must submit a site-specific Bird and Bat Collision Risk Assessment prepared by a suitably qualified ecologist, with particular consideration of protected species including Carnaby's Cockatoos, Wedgetail Eagles, raptors and microbat populations (Risk Assessment) for approval by the Shire on advice from DBCA. The Risk Assessment is to identify flight paths, seasonal movement, foraging corridors and risk mitigation measures

including, but not limited to, the location of the mast and anti-collision mitigation.

- k. All aviation lighting must comply with CASA, Defence, and Airservices Australia requirements, while also being designed to minimise wildlife attraction, disorientation and collision risk, including the use of wildlife-sensitive spectra, shielding and minimum necessary intensity where permissible. A plan showing the proposed aviation lighting must be lodged with the Shire for approval prior to the commencement of site works.
- l. A publicly accessible wildlife incident reporting system must be established, with signage on site providing contact and reporting details. Details of the proposed reporting system must be provided to the Shire for approval prior to the commencement of site works.

Advice Notes

Note 1: If you are aggrieved by the conditions of this approval, you have the right to request that the State Administrative Tribunal (SAT) review the decision under Part 14 of the *Planning and Development Act 2005*.

Note 2: If the development subject to this approval is not substantially commenced within a period of two years, the approval shall lapse and have no further effect.

Note 3: Where an approval has so lapsed, no development may be carried out without further approval of the local government having first been sought and obtained.

Note 4: Further to this approval, the applicant is required to submit working drawings and specifications to comply with the requirements of the *Building Act 2011* which are to be approved by the Shire of Gingin.

Note 5: The proposed tower will need to comply with Civil Air Services Australia/Department of Defence regulations in relation to tall structure requirements.

Note 6: In relation to removal of the development and rehabilitation of the development site, “pre-development condition” means a bare earth area, free of any structure or footings related to the development and returned to pasture cover.

Note 7: The applicant is responsible for ensuring compliance with the *Biodiversity Conservation Act 2016* and *Environmental Protection Act 1986* as related

to potential avifauna impacts. The Department of Water and Environmental Regulation and the Department of Biodiversity, Conservation and Attractions can be consulted for advice as required.

Note 8: Any bird injuries and/or mortalities are to be reported to DBCA via the Fauna Report Form found on the DBCA website at: *Threatened and priority fauna resources*.

Note 9: The proponent must fund independent quarterly fauna mortality surveys by a suitably qualified avion ecologist for the first 24 months of operation, with reports provided to the Shire, Birdlife WA and DBCA.

Note 10: If fauna mortality exceeds thresholds advised by DBCA, the Shire may require additional mitigation measures, operational modification or temporary shutdown until risks are adequately addressed.

CARRIED UNANIMOUSLY
9 / 0

FOR: *Councillor Balcombe, Councillor Hyne, Councillor Kestel, Councillor Peczka, Councillor Stewart, Councillor Vis, Councillor Weeks, Councillor Wilkie and Councillor Woods*

AGAINST: *Nil*

19.2 CODE OF CONDUCT BEHAVIOUR COMPLAINT

File	GOV/10-1; GOV/6-3
Author	Scott Wildgoose - Chief Executive Officer
Reporting Officer	Scott Wildgoose - Chief Executive Officer
Refer	Nil
Appendices	<ol style="list-style-type: none">1. Behaviour Complaint [19.2.1 - 17 pages]2. Response to Complaint [19.2.2 - 1 page]3. Complaint Assessment [19.2.3 - 6 pages]

Reasons for Confidentiality

This report is confidential in accordance with Section 5.23(2) of the *Local Government Act 1995* and reg. 4A of the *Local Government (Administration) Regulations 1996* which permits the meeting to be closed to the public for business relating to the following:

r4A(b) a complaint that alleges a behavioural breach under the local government's adopted code of conduct (as defined in section 8A.2(1)) and any information relating to the complaint;

DISCLOSURES OF INTEREST

Nil

In accordance with the requirements of Local Government Act 1995 S.5.105(4), the Complainant and the Respondent left the meeting at 7:27 pm.

Cr. Peczka (Deputy President) assumed the Chair at 7:27 pm.

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Vis SECONDED: Councillor Woods

That Council resolve that:

1. The alleged breach by the Respondent in respect of clause 8(1)(b) of the Code of Conduct did not occur; and
2. The alleged breach by the Respondent in respect of clause 9(d) of the Code of Conduct did not occur.

CARRIED
6 / 1

FOR: *Councillor Hyne, Councillor Kestel, Councillor Peczka, Councillor Vis, Councillor Weeks and Councillor Woods*
AGAINST: *Councillor Wilkie*

Complainant and the Respondent returned to the meeting at 7:50 pm and were advised of Council's finding.

Cr Balcombe resumed the Chair at 7:50 pm.

19.3 LANCELIN SOUTH DEVELOPMENT DEED

File	LND/137
Author	Scott Wildgoose – Chief Executive Officer
Reporting Officer	Scott Wildgoose - Chief Executive Officer
Refer	Nil
Appendices	<ol style="list-style-type: none">1. Development Deed - June 2013 [19.3.1 - 40 pages]2. McLeods Settlement Deed [19.3.2 - 37 pages]

Reasons for Confidentiality

This report is confidential in accordance with Section 5.23(4) of the *Local Government Act 1995* which permits the meeting to be closed to the public for business relating to the following:

(4)(a) legal advice, or other information, over which the local government holds legal professional privilege;

DISCLOSURES OF INTEREST

Councillor Hyne disclosed a financial interest to 19.3 as he is a director of Country Values, which has a non-exclusive agreement with VIMG to sell vacant residential lots in the Lancelin South development.

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Kestel SECONDED: Councillor Woods

That Council agree to settle the legal dispute with VIMG in accordance with the Settlement Agreement and authorise all the necessary documents to be executed (including affixing of the Common Seal where required) to allow this to occur.

CARRIED UNANIMOUSLY
8 / 0

**MINUTES
ORDINARY COUNCIL MEETING
20 JANUARY 2026**



FOR: *Councillor Balcombe, Councillor Kestel, Councillor Peczka, Councillor Stewart, Councillor Vis, Councillor Weeks, Councillor Wilkie and Councillor Woods*
AGAINST: *Nil*

COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Vis **SECONDED:** Councillor Peczka

That the meeting be re-opened to the public.

CARRIED UNANIMOUSLY
8 / 0

FOR: *Councillor Balcombe, Councillor Hyne, Councillor Kestel, Councillor Peczka, Councillor Stewart, Councillor Vis, Councillor Weeks, Councillor Wilkie and Councillor Woods*
AGAINST *Nil*

The meeting re-opened to the public at 8:21 pm. Councillor Hyne and 11 members of the public returned to the Gallery and were advised of Council's decisions in relation to Items 19.1, 19.2 and 19.3.

**MINUTES
ORDINARY COUNCIL MEETING
20 JANUARY 2026**



20 CLOSURE

There being no further business, the President declared the meeting closed at 8:25pm.

The next Ordinary Council Meeting will be held in Council Chambers at the Shire of Gingin Administration Centre, 7 Brockman Street, Gingin on 17 February 2026, commencing at 6:00pm.