

SHIRE OF LEONORA



**MINUTES OF ORDINARY COUNCIL MEETING
HELD IN COUNCIL CHAMBERS, LEONORA
ON FRIDAY 12TH DECEMBER, 2025
COMMENCING AT 10:10AM.**

SHIRE OF LEONORA
ORDER OF BUSINESS FOR MEETING HELD
FRIDAY 12TH DECEMBER, 2025.

COLOUR

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1.0 DECLARATION OF OPENING / ANNOUNCEMENT OF VISITORS

1.1 The Shire President, Cr PJ Craig declared the meeting open at 10:10am.

1.2 Visitors or members of the public in attendance
Nil

2.0 DISCLAIMER NOTICE

3.0 COUNCIL MEETING INFORMATION NOTES

4.0 PUBLIC QUESTION TIME

4.1 RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE
Nil

4.2 PUBLIC QUESTION TIME
Nil

5.0 ANNOUNCEMENT FROM THE PRESIDING MEMBER
Nil

6.0 RECORD OF ATTENDANCE / APOLOGIES / LEAVE OF ABSENCE

6.1 Attendance	
President (Chairperson)	PJ Craig
Deputy President	RA Norrie
Councillors	F Harris
	AE Taylor
	TM Nardone
	CA Cotterill
	NF Sprigg dos Santos
Chief Executive Officer	TD Matson
Manager Business Services	KJ Lord
Manager Community Services	AW Baxter
Executive Assistant (Minutes)	SC Watene
Visitors	Nil

6.2 Apologies
Nil

6.3 Applications for Leave of Absence
Nil

6.4 Approved Leave of Absence

7.0 DECLARATION OF INTEREST

7.1 Declaration of Financial Interest
Nil

7.2 Declaration of Proximity Interest
Nil

7.3 Declaration of Impartiality Interest
Nil

8.0 CONFIRMATION OF MINUTES FROM PREVIOUS MEETING

COUNCIL DECISION

Moved: Cr F Harris

Seconded: Cr CA Cotterill

That the minutes of the Ordinary Council Meeting held on 18 November, 2025 be confirmed.

CARRIED (7 VOTES TO 0)

*For; Cr PJ Craig, Cr RA Norrie, Cr F Harris, Cr AE Taylor,
Cr TM Nardone, Cr CA Cotterill, Cr NF Sprigg dos Santos*

9.0 PRESENTATIONS

9.1 Petitions
Nil

9.2 Presentations
Nil

9.3 Deputations
Nil

Signed: 17 FEBRUARY 2026
President: _____

9.4 Delegates Reports

Nil

10.0 REPORTS

10.1 REPORTS OF AUDIT, RISK AND IMPROVEMENT COMMITTEES

Nil

10.0 REPORTS

10.2 CHIEF EXECUTIVE OFFICER REPORTS

10.2.(A) REVIEW OF POLICY MANUAL

SUBMISSION TO: Ordinary Council Meeting
Meeting Date: 12th December 2025

AGENDA REFERENCE: 10.2.(A) DEC 25

SUBJECT: Review of Policy Manual

LOCATION/ADDRESS: Shire of Leonora

NAME OF APPLICANT: Not Applicable

FILE REFERENCE: 1.52 Corporate Management Policy

AUTHOR, DISCLOSURE OF ANY INTEREST AND DATE OF REPORT

NAME: Ty Matson

OFFICER: Chief Executive Officer

INTEREST DISCLOSURE: Nil

DATE: 13th November 2025

SUPPORTING DOCUMENTS:

1. Attachment 1 - Policy Manual Review - Index of Changes 2025
2. Attachment 2 - DRAFT Policy Manual Final Version

BACKGROUND

The *Local Government Act 1995* requires policies to be determined by Council, and for the Chief Executive Officer (CEO) to manage the day-to-day operations of the local government.

Policies should provide a written reference to clearly link the higher-level directions set by the Council and the operational considerations which the CEO will employ to cause council decisions to be implemented. Policies should also provide guidance to articulate the strategic direction of Council and set out the position of the local government to follow at an operational level (e.g. we shall, we shall not), particularly where legislation does not provide such guidance. How the different functions are to be executed should be included in an operational procedure, except where legislation requires detail within a policy.

The CEO and administration will interpret the policies and strategic direction set by Council to formulate operational processes and procedures. These processes and procedures should detail the tasks and requirements which must be accomplished, as well as specific actions to be performed by staff. They are essentially a set of business rules intended to communicate expected standards to staff from the CEO, to achieve the strategic direction of Council.

Administration have undertaken a minor review of the delegations and recommend that an additional delegation be provided.

The Shire of Leonora Policy Manual Review – Index of Changes - Attachment 1 to this report details the recommended policy review actions for Council consideration, including a brief statement of changes made, and the purpose for the change where required.

The Draft Policy Manual Final Version - Attachment 2 to this report is for council consideration and adoption.

STAKEHOLDER ENGAGEMENT

Stakeholder engagement has not been undertaken.

STATUTORY ENVIRONMENT

Section 2.7(2)(b) of the *Local Government Act 1995* sets out the role of Council includes determining Council policies.

Section 5.41 of the *Local Government Act 1995* provides for the CEO to manage the day-to-day operations of the local government, and to cause Council decisions to be implemented.

There is no formal obligation for the adoption and review of Council policies, except where legislation requires it. These instances are summarised below.

Acting Chief Executive Officer

Section 5.39C of the *Local Government Act 1995* and associated regulations:

- Require a policy to be prepared and adopted by absolute majority;
- Regulations may prescribe content to be included in policy;
- Policy should provide for the temporary employment of a person as Acting CEO for less than a year, and for the appointment of an employee in the position of CEO for less than a year.

Ongoing Professional Development for Council Members

Section 5.128 *Local Government Act 1995* and associated regulations:

- Requires a policy to be prepared and adopted by absolute majority for continuing professional development of council members;
- Regulations may prescribe form and content of the policy; and
- Policy must be reviewed after each election and may be reviewed at any other time.

Attendance at Events

Section 5.90A of the *Local Government Act 1995* which:

- Requires a policy to be prepared and adopted by absolute majority for matters relating to the attendance of council members and the CEO at events; and
- Regulations may prescribe form and content of the policy.

The above-mentioned policies are also required by legislation to have an absolute majority decision of Council to amend the policies, and for up-to-date copies of the policies to be published on the official local government website.

Payments to employees in addition to contract

Section 5.50 of the *Local Government Act 1995* and associated regulations:

- Requires a policy to be prepared and adopted setting out the circumstances in which the local government will pay any additional amount to the contract entitlement to an employee whose employment is finishing; and
- An up-to-date copy of the policy is to be published on the official local government website.

Purchasing

Local Government (Functions and General) Regulations 1996 require the following policies to be adopted by Council:

- Regulation 11A - Purchasing policies for local governments
 - Requires a purchasing policy to be prepared and adopted by Council in relation to contracts for other persons to provide goods and services where the consideration is to be \$250,000 or less; and
 - The policy must provide for the form, minimum number and record keeping requirements for quotes received and purchases made.
- Regulation 24AC - Requirements before establishing panels of pre-qualified suppliers (if applicable)
- Regulation 24E - Regional price preference policies for local government (if applicable)

The Leonora does not have a policy for pre-qualified suppliers though currently has the Regional Price Preference / Buy Local Policy.

Local Government (Administration) Regulations 1996 - Regulation 29C(2)(c) requires an up-to-date version of each policy of the local government to be published on the official website.

POLICY IMPLICATIONS

If the review recommendations are adopted, the updated Shire of Leonora Policy Manual will be the official policies for the Shire. Updated policies are intended to provide the Shire with clearer direction to guide the CEO and administration in the execution of decisions of Council, achieve the strategic direction of the Leonora and maintain legislative compliance.

FINANCIAL IMPLICATIONS

There are no known further financial implications for this matter.

STRATEGIC IMPLICATIONS

Leonora Council Plan 2025-2035

Strategic Objective 4:

Leadership – An innovative and proactive local government.

Outcome 4.1.2.4 Provide appropriate governance and leadership to the Shire.

RISK MANAGEMENT

This item has been evaluated against the Leonora Risk Management Strategy, Risk Assessment Matrix. The perceived level of risk is high prior to treatment; the adoption of reviewed policies will reduce the risk to low.

RECOMMENDATIONS

That Council adopt by absolute majority, Attachment 2 – Leonora Policy Manual which incorporates the changes to rescind, amend and adopt new policies as noted in Attachment 1 to this report.

VOTING REQUIREMENT

Absolute Majority

COUNCIL DECISION

Moved: Cr RA Norrie

Seconded: Cr TM Nardone

That Council adopt by absolute majority, Attachment 2 – Leonora Policy Manual which incorporates the changes to rescind, amend and adopt new policies as noted in Attachment 1 to this report.

CARRIED BY ABSOLUTE MAJORITY (7 VOTES TO 0)

*For; Cr PJ Craig, Cr RA Norrie, Cr F Harris, Cr AE Taylor,
Cr TM Nardone, Cr CA Cotterill, Cr NF Sprigg dos Santos*

Existing Policy Name	Existing Policy #	Suggested Action	Comment	New Policy Manual #
GENERAL ADMINISTRATION				
Chambers	A.1.1	No Action	No changes proposed	
Legal Representation	A.1.2	No Action	No changes proposed	
Meetings of Council - Guest Speakers	A.1.3	No Action	No changes proposed	
Execution of Documents	A.1.4	No Action	No changes proposed	
External Complaints Management	A.1.5	Amend	Amendments to clarify process and responsibilities. Operational steps in regards to Unresolved complaints removed and will be incorporated in internal processes.	
Citizenship Ceremony	A.1.6	No Action	No changes proposed	
Recordkeeping Policy	A.1.7	No Action	No changes proposed	
Legislative Compliance	A.1.8	No Action	No changes proposed	
Internal Controls	A.1.9	Rescind	Replicates legislation	
Approvals at Short Notice	A.1.10	No Action	No changes proposed	A.1.9
Christmas Closure Policy	A.1.11	No Action	No changes proposed	A.1.10
FINANCE				
Financial Governance	A.2.1	Delete	No changes proposed.	
Borrowing Management	A.2.2	No Action	No changes proposed	A.2.1
Rating	A.2.3	No Action	No changes proposed. A Policy for Rates and revenue will be required under the Local Government Amendment Act 2024 and may result in this policy being amended or replaced.	A.2.2
Rating Exemption	A.2.4	No Action	No changes proposed	A.2.3
Investments	A.2.5	No Action	No changes proposed	A.2.4
Corporate Transaction Cards	A.2.6	Amend	Words "Deputy CEO" replaced with "Manager Business Services"	A.2.5
Purchasing Policy	A.2.7	No Action	No changes proposed	A.2.6
Rates Recovery	A.2.8	No Action	No changes proposed	A.2.7
Asset Management Policy	A.2.9	No Action	No changes proposed	A.2.8
Risk Management Policy	A.2.10	No Action	No changes proposed	A.2.9
Regional Price Preference/Buy Local Policy	A.2.11	No Action	No changes proposed	A.2.10
Financial Hardship	A.2.12	No Action	No changes proposed	A.2.11
Community Grant Policy	A.2.13	No Action	No changes proposed	A.2.12
HUMAN RESOURCES				
Gratuity Payments	A.3.1	No Action	No changes proposed	
Information and Communication Technology Usage	A.3.2	Rescind	Operational in nature. CEO procedures are being developed to manage required controls. Australian Signals Directorate guidelines to be used for Cyber Security.	
Strategic Work Health and Safety (WHS)	A.3.3	No Action	No changes proposed	A.3.2
Temporary Employment or Appointment of a Chief Executive Officer	A.3.4	No Action	No changes proposed	A.3.3
Superannuation	A.3.5	Rescind	Operational in nature. Provisions for additional superannuation to be managed through budgetary process.	A.2.4
Public Interest Disclosure	A.3.6	No Action	No changes proposed	A.3.4
Standards for CEO Recruitment, Performance and Termination	A.3.7	No Action	No changes proposed	A.3.5
COMMUNITY SERVICES				
Museum Collections	C.4.1	No Action	No changes proposed	
Ageing in Place Village	C.4.2	No action	No changes proposed	
MEMBERS				
Events - Council Members' and Chief Executive Officer Attendance and Representation	M.5.1	No Action	No changes proposed	
Conferences - Members' Travel and Accommodation Expenses	M.5.2	No Action	No changes proposed	
Public Question Time	M.5.3	Rescind	Section 5.24 of the Local Government Act sets out the requirements for public question time. Section 6.3 of the Shire of Leonora Meeting Procedures Local Law 2022 also reference that the requirements are in the act. A policy that replicates legislation is not required.	
Elected Member Mandatory and Ongoing Professional Development	M.5.4	Amend	The existing policy requires that payments of over \$82.50 without receipts will not be reimbursed. This is not consistent with Councils purchasing policy and legislative requirements for receipts or a statutory declaration for all expenses. Policy amended to remove the words "Payments over \$82.50 without receipts will not be reimbursed"	M.5.3
TECHNICAL SERVICES				
Building Control - Relocated Dwellings	T.6.1	No Action	No changes proposed	
Conditions for Surface Clearing and Drilling Activities within the Leonora	T.6.2	No Action	No changes proposed	



Shire of Leonora POLICY MANUAL

Updated – Ordinary Council Meeting:
12 December, 2025

INTRODUCTION

POLICY MANUAL OBJECTIVE

To provide clearly defined roles and communication channels between the Council and the Administration.

PURPOSE OF POLICIES

Legislation provides for policies to be determined by Council, and for the CEO to manage the day to day operations of the local government. Policies should provide a written reference to clearly link the higher level directions set by the Council and the operational considerations which the CEO will employ to cause council decisions to be implemented. Policies should provide guidance to articulate the strategic direction of Council and set out the position of the local government to follow at an operational level (e.g. we shall, we shall not), particularly where legislation does not provide such guidance. They are not necessarily intended to provide direction on how different functions are to be executed, except where legislation requires it.

The CEO/administration will interpret the policies and strategic direction set by Council to formulate operational processes and procedures. These processes and procedures should detail the tasks and requirements which must be accomplished, as well as specific actions to be performed by staff. They are essentially a set of business rules intended to communicate expected standards to staff from the CEO, to achieve the strategic direction of Council.

AMENDMENTS TO POLICIES

Amendments to policies may require either a simple majority or an absolute majority decision of council. This requirement is recorded individually for each policy. Care should be taken when amending policies to ensure the required decision is correctly applied and recorded in the minutes of the council meeting where the amendment is made.

REVIEW OF POLICIES

Some policies require review in accordance with statutory provisions. Systems and processes are to be maintained for compliance. Where there is no mandated requirement for policy review, policies will aim to be reviewed on a biennial basis by Council.

REVIEW AND AMENDMENT RECORD:

The policy manual will include a version date to ensure the most current version being referred to, with a policy history being completed for each policy to track the date of all policy amendments, revisions etc.

Up to date / current policies of Council are also required by legislation to be published on the Shire's official website.

EXAMPLE POLICY HISTORY

Policy adopted XXX
Policy reviewed XXX
Policy amended XXXX

PREVIOUS POLICY:

Policy No. xxx

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(A) ADMINISTRATION

1. GENERAL ADMINISTRATION

A.1.1 CHAMBERS

OBJECTIVE

To ensure that the Council Chambers are used only for appropriate purposes.

POLICY STATEMENT

The Council Chambers are only to be used during working hours for meeting purposes when there is a Councillor or Shire Officer present and/or by the invitation of the Chief Executive Officer.

The Chief Executive Officer is empowered to approve the use of the Council Chambers for other functions and meetings where special circumstances exist, however, it is Council's Policy the Council Chambers are used only for Council functions and meetings, and community groups or other organisations should be directed to other facilities and not use the Council Chambers.

AMENDMENTS TO THIS POLICY

Amendments to this policy require a simple majority decision of council.

POLICY HISTORY

Policy adopted	15 July 1997
Policy reviewed	
Policy amended	16 December 2011
Policy amended	21 November 2023
Policy reviewed	18 November 2025

PREVIOUS POLICY:

Policy No. A.1.2 (to 21 November 2023)

A.1.2 LEGAL REPRESENTATION

OBJECTIVES

This policy is designed to protect the interests of Council members and employees (including as past members and former employees) where they become involved in civil legal proceedings because of their official functions. In most situations the Shire may assist the individual in meeting reasonable expenses and any liabilities incurred in relation to those proceedings.

In each case it will be necessary to determine whether assistance with legal costs and other liabilities is justified for the good governance of the district. This policy applies in that respect.

POLICY STATEMENT

The Shire is committed to ensuring elected members and staff are performing their duties in a fair and objective manner and are protected from civil legal proceedings.

To achieve the objectives of this policy the Shire:

- a) may provide financial assistance to elected members and employees in connection with the performance of their duties provided the member or employee has acted reasonably and has not acted illegally, dishonestly, against the interests of the local government or otherwise in bad faith.
- b) may provide such assistance in the following types of legal proceedings:
 - i) Proceedings brought by elected members and employees against third parties to enable them to carry out their local government functions, other than proceedings against the Shire or another elected members or employee (e.g. where a member or employee seeks a restraining order against a person using threatening behaviour);
 - ii) Proceedings brought against members or employees (this could be in relation to a decision of Council or an employee which aggrieves another person (e.g. refusing a development application) or where the conduct of a member or employee in carrying out his or her functions is considered detrimental to the person (e.g. defending defamation actions); and
 - iii) Statutory or other inquiries where representation of members or employees is justified.
- c) Will not support any defamation actions seeking the payment of damages for individual members or employees in regard to comments or criticisms levelled at their conduct in their respective roles. Members or employees are not precluded, however, from taking their own private action. Further, the local government may seek its own advice on any aspect relating to such comments and criticisms of relevance to it.
- d) Ensure the legal services the subject of assistance under this policy will usually be provided by the Shire's solicitors. Where this is not appropriate for practical reasons or because of a conflict of interest then the service may be provided by other solicitors approved by the Shire.

MANAGEMENT PROCEDURES

1. Applications for Financial Assistance

- a) Subject to item (d), decisions as to financial assistance under this policy are to be made by the Council.
- b) A member or employee requesting financial support for legal services under this policy is to make an application in writing, where possible in advance, to the Council providing full details of the circumstances of the matter and the legal services required.
- c) An application to the Council is to be accompanied by an assessment of the request and a recommendation prepared by, or on behalf of, the Chief Executive Officer (CEO).
- d) A member or employee requesting financial support for legal services, or any other person who might have a financial interest in the matter, should take care to ensure compliance with legislative interest disclosure requirements.
- e) Where there is a need for the provision of urgent legal services before an application can be considered by Council, the CEO has authorisation to the value of \$10,000 with that the power to make such an authorisation delegated to the CEO in writing. Council shall be advised immediately should the delegation be exercised.
- f) Where it is the CEO who is seeking urgent financial support for legal services the Council shall deal with the application. This may be conducted in accordance with the 'Approvals at Short Notice' Policy.

2. Repayment of Assistance

- a) Any amount recovered by a member or employee in proceedings, whether for costs or damages, will be off set against any moneys paid or payable by the Shire.
- b) Assistance will be withdrawn where the Council determines, upon legal advice, that a person has acted unreasonably, illegally, dishonestly, against the interests of the local government or otherwise in bad faith; or where information from the person is shown to have been false or misleading.

Where assistance is so withdrawn, the person who obtained financial support is to repay any moneys already provided. The Shire may take action to recover any such moneys in a court of competent jurisdiction.

AMENDMENTS TO THIS POLICY

Amendments to this policy require a simple majority decision of council.

POLICY HISTORY

Policy adopted	22 November 2000
Policy reviewed	N/A
Policy amended	21 November 2023
Policy reviewed	18 November 2025

PREVIOUS POLICY:

Policy No. A.1.3 (to 21 November 2023)

A.1.3 MEETINGS OF COUNCIL – GUEST SPEAKERS

OBJECTIVE

To define appropriate parameters for guest speakers at Council meetings.

POLICY STATEMENT

Council's Policy is to support the scheduling of guest speakers at Council meetings where the subject matter is one of general information for all Councillors and not requiring any Council decision.

Guest speakers will be limited to approximately twenty minutes duration with an allowance of approximately ten minutes for questions from Councillors.

This Policy is not to be construed so as to allow persons to make submission for or against items on the agenda, or canvas issues that may be addressed by Council in the near future.

Applications to present at Council meetings are to be submitted to the CEO who will assess and approve or disapprove the request to address at Council meeting/s.

Where an applicant is dissatisfied with the outcome of the initial application, they may make an application at a meeting of Council through public question time, where a decision of Council will consider/provide for the guest speaker to appear or not.

AMENDMENTS TO THIS POLICY

Amendments to this policy require a simple majority decision of council.

POLICY HISTORY

Policy adopted	15 July 1997
Policy reviewed	N/A
Policy amended	21 November 2023
Policy reviewed	18 November 2025

PREVIOUS POLICY:

Policy No. A.1.6 (to 21 November 2023)

A.1.4 EXECUTION OF DOCUMENTS

OBJECTIVE

To establish protocols for the affixing of the Shire's Common Seal in accordance with legislation.

POLICY STATEMENT

Documents requiring the Common Seal may include, but shall not be limited to:

- e) Sale of Shire owned land for which a Council resolution is required expressly stating that the final document is signed and sealed and the transaction finalised.
- f) Legal Agreements
- g) Contractual Agreement
- h) A Town Planning Scheme and any Town Planning Scheme Amendments;
- i) Documents relating to land matters including the lodgement of caveats, memorials, leases, transfers, deeds, licences, covenants, easements and withdrawal of instruments;
- j) Local Laws
- k) Service Agreements
- l) New Funding or Contracts of Agreement between the shire and State or Commonwealth Governments for programs to which the Shire has previously adopted, or additions to existing programs, which in the view of the Chief Executive Officer are in accordance with the original intent of the Shire endorsed program; and
- m) Any other documents stating that the Common Seal of the Shire is to be affixed.
- n) The following documentation unless otherwise specified or expressly stated by Council resolution that the final document be signed and sealed and the transaction finalised, generally do not require affixation of the common seal:
 - i) Withdrawal of caveats;
 - ii) Purchase of land by the Shire;
 - iii) Sale of Shire owned land;
 - iv) Subdivision of Shire owned land.

The Chief Executive Officer is to determine and interpret instances requiring the Common Seal to be affixed.

AUTHORISED SIGNATURES

The President and Chief Executive Officer are authorised to affix and sign all documents to be executed under the common seal; however, in the absence of the President and/or the Chief Executive Officer, as the case may be, the Deputy President and the Acting Chief Executive Officer are authorised to affix the common seal.

WITNESSING OF SIGNATURE

The common seal may only be affixed in the presence of both the President and the Chief Executive Officer (or the Deputy President and/or the Acting Chief Executive Officer, as the case may be), each of whom is to sign the document to attest that the common seal was so affixed.

REGISTER TO BE MAINTAINED

Details of all transactions where the common seal has been affixed shall be recorded in a register, with such register to record each date on which the common seal was affixed to a document, the nature of the said document, and the parties to any agreement to which the common seal was affixed.

The register is to record each transaction with an identifying number that is to be recorded against the common seal as it is affixed.

Other recording and reporting to be maintained with legislative requirements as required.

REPORTING TO COUNCIL

Council will receive a copy of details from the register of all Common Seals affixed for the previous month at the first Ordinary Council Meeting of each month.

AMENDMENTS TO THIS POLICY

Amendments to this policy require a simple majority decision of council.

POLICY HISTORY

Policy adopted	15 July 1997
Policy reviewed	N/A
Policy amended	21 November 2023
Policy reviewed	18 November 2025

PREVIOUS POLICY:

Policy No. A.1.8 (to 21 November 2023)

A.1.5 EXTERNAL COMPLAINTS MANAGEMENT

OBJECTIVE

Demonstration of the Shire's commitment to providing an efficient, effective, transparent and consistent approach to managing complaints.

POLICY STATEMENT

This policy applies to all staff, contractors and volunteers of the Shire who receive and manage customer complaints / feedback relating to services delivered by or on behalf of the Shire.

The Shire recognises an effective complaint management system is an essential part of providing quality customer service and encourages a proactive approach to complaints / customer feedback management. The Shire's management of customer feedback and complaints is set in line with the standards set in the Code of Conduct for Employees, and the Code of Conduct for Council Members, Committee Members and Candidates. All feedback will be attended to in an equitable, unbiased manner.

The Shire will collect and register data on customer complaints and/or feedback through its record management system, maintaining confidentiality of complainants. Where appropriate the decision or action taken regarding the customer complaint / feedback should be communicated to the customer as soon as the decision or action is taken.

COMPLAINTS REGARDING A SERVICE PROVIDED BY THE SHIRE

RECEIVING COMPLAINTS

- For a complaint to be actioned in accordance with this policy, it must be recorded in writing.
- All actioned complaints are to be recorded in a register of complaints.
- Acknowledgement of receipt of the complaint is to be provided within three working days.
- Chief Executive Officer (CEO) will manage complaints relating to Staff and the Shire President. The Shire President will manage complaints relating to Elected Members and the CEO.
- Resolution of the complaint does not necessarily require the complainant be satisfied with the action. If the matter is not resolved within the required timeframes, the responsible officer must ensure the customer is kept informed of the situation until the matter is resolved.

UNRESOLVED COMPLAINTS

- If the complaint is still dissatisfied, the customer will be informed the matter can be referred to an external body such as the Ombudsman and/or the Department of Local Government.

COMPLAINTS ABOUT COUNCIL MEMBERS, COMMITTEE MEMBERS AND CANDIDATES

Complaints made about Council Members and Committee Members can be made where breaches of the *Local Government Act 1995* (LG Act), the Code of Conduct for Council Members, Committee Members or Candidates, or other written law have occurred:

- Minor Breach: includes —
 - i. breach of a local law relating to conduct at meetings;
 - ii. improper disclosure of information;
 - iii. securing personal advantage or disadvantaging others;

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- iv. misuse of local government resources;
 - v. non-disclosure of interests adverse to impartiality;
 - vi. acceptance of gifts;
 - vii. prohibition against involvement in administration; and
 - viii. Contravention of a rule of conduct as per Code of Conduct for Council Members, Committee Members and Candidates –
 - a) including contraventions of a rule of conduct when the Council Member was a Candidate.
- Serious Breach: includes —
 - i. failure to disclose a direct or indirect financial interest or proximity interest at a meeting;
 - ii. failure to lodge a primary return when due;
 - iii. failure to disclose information in a return;
 - iv. member made improper use of information acquired in the performance of his or her functions under the LG Act or any other written law
 - a) to gain directly or indirectly a financial advantage for the member or any other person,
 - b) to cause financial detriment to the local government or any other person.
 - Code of Conduct Breach: includes breaches of the behaviours set out in Division 3 of the Code of Conduct for Council Members, Committee Members and Candidates.

MAKING A COMPLAINT

Any person or their representative may lodge a complaint. Complaints will be accepted:

- In writing to the Shire of Leonora PO Box 56, Leonora WA 6438
- In person at the Shire Administration
- By email to ceo@leonora.wa.gov.au
- By telephone 9037 604 4 (complaint will need to be in writing before being actioned)

ANONYMOUS COMPLAINTS

The Shire will not accept anonymous complaints.

COMPLAINT RESOLUTION

Where a complaint has been investigated and found to be justified, the designated officer will ensure that the remedy is carried out and will advise the complainant that the Shire has substantiated the complaint and the specific action that has/will be taken by the Shire to respond to the circumstances of the complaint.

Where a complaint has been investigated and the complaint has not been substantiated, the designated officer will provide a formal response to the complainant outlining the reasons why no further action will be taken.

COMPLAINT REVIEW

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When a complainant is dissatisfied with the way a complaint has been handled, or with the final determination made, the following will occur:

- The CEO will allocate the review of the complaint to a designated officer, not being the designated officer that undertook the initial investigation.
- The designated officer will review the outcomes or actions taken and prepare a report for the CEO with recommendations
- Following the report the CEO will determine the appropriate resolution of the outstanding complaint, and the review of the complaint handling process applied.
- A complainant may at any time contact the Ombudsman Western Australia, or other appropriate statutory external body, if they are dissatisfied with the handling of their complaint.

CONFIDENTIALITY

Complainants and the subject of the complaint have the right to privacy. When making or dealing with a complaint confidentiality is to be maintained.

AMENDMENTS TO THE POLICY

Amendments to this policy require a simple majority decision of Council.

POLICY HISTORY

Policy adopted	18 February 2020
Policy amended	16 February 2021
Policy amended	21 November 2023
Policy amended	18 November 2025

PREVIOUS POLICY:

Policy No. A.1.9 (to 21 November 2023)

Schedule 1, Division 3 of the *Local Government (Model Code of Conduct) Regulations 2021*

State the full details of the alleged breach. Attach any supporting evidence to your complaint form. (Please refer to the Code of Conduct for Council Members, Committee Members and Candidates clauses 8, 9 and 10 to appropriately reference the alleged breach) <i>Attach additional pages if required.</i>

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Date of alleged breach:
_____ / _____ / 20_____

SIGNED:
Complainant's signature:
Date of signing: _____ / _____ / 20_____

Received by Authorised Officer
Authorised Officer's Name:
Authorised Officer's Signature:
Date received: _____ / _____ / 20_____

NOTE TO PERSON MAKING THE COMPLAINT:

This form should be completed, dated and signed by the person making a complaint of an alleged breach of the Code of Conduct. The complaint is to be specific about the alleged breach and include the relevant section/subsection of the alleged breach.

The complaint must be made to the authorised officer within one month after the occurrence of the alleged breach.

Signed complaint form is to be forwarded to:

Shire of Leonora
Chief Executive Officer (Complaints Officer)
Email: ceo@leonora.wa.gov.au
Address:

16 Tower Street
LEONORA WA 6438

Or

PO Box 56
LEONORA WA 6438

A.1.6 CITIZENSHIP CEREMONY

OBJECTIVE

To meet the requirements of the Australian Citizenship Ceremonies Code, Council is to set a dress code for Australian Citizenship Ceremonies.

POLICY STATEMENT

As Citizenship Ceremonies are an important event, the attire worn by attendees is to reflect the significance of the occasion. Conferee/s and guests should be dressed in semi-formal / smart casual attire as appropriate for the local community and be well groomed to reflect the importance of this occasion. National or traditional dress is welcome.

The following attire is not considered semi-formal / smart casual:

- Beach wear
- Rubber thongs
- Bare feet
- Slippers
- Offensive shirts
- Sports training apparel.

AMENDMENTS TO THE POLICY

Amendments to this policy require a simple majority decision of Council.

POLICY HISTORY

Policy adopted	18 February 2020
Policy reviewed	N/A
Policy amended	21 November 2023
Policy reviewed	18 November 2025

PREVIOUS POLICY:

Policy No. A.1.10 (to 21 November 2023)

A.1.7 RECORDKEEPING POLICY

OBJECTIVE

To guide record keeping and records management responsibilities and systems in accordance with legislative requirements and the approved Recordkeeping Plan.

POLICY STATEMENT

The Shire is committed to creating and maintaining full and accurate records of its business transactions and official activities. In accordance with legislative requirements, the Shire is obliged to maintain evidential records. Records created and received by Shire personnel, elected members and contractors are to be managed in accordance with the Shire's approved Recordkeeping Plan, this Policy and associated procedures.

CREATION OF RECORDS

It is the responsibility of all staff and contractors to ensure the business, operational and corporate activities of the Shire are appropriately documented, and records are created and maintained in fulfilment of legislative requirements.

Elected Member records must be created and kept which properly and adequately record the performance of member functions arising from their participation in decision making processes of all meetings where they represent Council on Committees or external bodies. This requirement should be met through the creation and retention of records of meetings of local government and other communications and transactions of elected members which constitute evidence affecting the accountability of Council and the discharge of its business. Any correspondence received as part of their duties should be periodically returned to the Shire for registering into the appropriate record keeping system.

All staff including contractors, are to create, collect and retain records relating to business activities they perform. They are to identify significant records; ensure those records are registered into the record keeping system and that all records are handled in a manner commensurate with legislation and the Shire's policies and procedures for record keeping.

CAPTURE AND CONTROL OF RECORDS

Records created and received in the course of Shire business are to be captured at the point of creation, regardless of format, with required metadata, into the local government recordkeeping and business systems, managed in accordance with sound recordkeeping principles and approved record keeping plan.

SECURITY AND PROTECTION OF RECORDS

The Shire is responsible for the security and protection of all records created or captured as part of the Shire's Day to day operations. All Shire staff and contractors have a responsibility to apply appropriate security and protection measures to all records created or received when carrying out the Shire's business. Records are to be categorised as to their level of sensitivity and adequately secured and protected from violation, unauthorised access or destruction, and kept in accordance with the necessary retrieval, preservation and storage requirements.

ACCESS TO RECORDS

- 1) **Staff and Contractors:** will be in accordance with designated access and security classifications.

- 2) **General Public:** will be in accordance with the legislative provisions (including Freedom of Information).
- 3) **Council Members:** will be via the Chief Executive Officer in accordance with the *Local Government Act 1995* and Shire Policy.

APPRAISAL, RETENTION AND DISPOSAL OF RECORDS

Records will only be destroyed or otherwise disposed of in accordance with the General Disposal Authority (GDA) for Local Government Records issued by the State Records Office and following authorisation from the Chief Executive Officer.

AMENDMENTS TO THIS POLICY

Amendments to this policy require a simple majority decision of council.

POLICY HISTORY

Policy adopted	18 February 2020
Policy reviewed	N/A
Policy amended	21 November 2023
Policy reviewed	18 November 2025

PREVIOUS POLICY:

Policy No. A.1.11 (to 21 November 2023)

A.1.8 LEGISLATIVE COMPLIANCE

OBJECTIVE

To ensure that the Shire upholds its commitment to meet a high level of compliance with legislative requirements applying to local government and takes any necessary action to rectify any breach as soon as reasonably possible.

BACKGROUND

Many principles of good governance make reference to ensuring appropriate policies, procedures and processes are in place for local governments to comply with both the letter and the spirit of the law.

The community, elected members and employees of the Shire have an expectation the local government will comply with applicable legislation and the Council should take all appropriate measures to ensure this expectation is met.

POLICY STATEMENT

The Shire will have appropriate processes and structures in place to ensure that legislative requirements are achievable and are integrated into the operations of the local government.

These processes and structures will aim to: -

- o) Develop and maintain a system for identifying legislation applicable to the Shire's activities;
- p) Assign responsibilities for ensuring that regulatory obligations are fully considered and implemented;
- q) Provide relevant and appropriate training for staff, elected members, volunteers and other applicable people in the legislative and regulatory requirements affecting them;
- r) Provide necessary resources to identify and remain up to date with new legislation;
- s) Establish a mechanism for recording and reporting non-compliance;
- t) Review instances where there may have been non-compliance and report through risk management processes to mitigate against future occurrences;
- u) Review audit reports, incident reports, complaints and other information to assess how the systems of compliance can be improved;
- v) Ensure audits are performed to assess compliance;
- w) Requires necessary action to rectify any identified breach as soon as reasonably possible; and
- x) Establish an internal audit function to provide an independent and objective evaluation of the Shire's internal procedures and controls.

ROLES AND RESPONSIBILITIES

Elected Members and Committee Members

- Councillors and Committee members have a responsibility to be aware of and to abide by legislation applicable to their role.

Senior/Executive Management

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- Senior staff should ensure that directions relating to compliance are clear, unambiguous and applicable legal requirements for each activity they are responsible for administering are identified. All staff are to be given the opportunity to be regularly informed, briefed, updated and/or trained about key legal requirements relative to their position description, utilising available resources to accomplish this.

Employees

- Employees have a duty to seek information and guidance on legislative requirements applicable to their area of work and to comply with the legislation. Employees shall report through their supervisors to Senior Management any areas of non-compliance they become aware of.

IMPLEMENTATION OF LEGISLATION

The Shire will have procedures in place to ensure that when legislation changes, steps are taken to ensure future actions comply with the amended legislation and changes are appropriately communicated to all required personnel.

AMENDMENTS TO THIS POLICY

Amendments to this policy require a simple majority decision of council.

POLICY HISTORY

Policy adopted	21 November 2023 - NEW
Policy reviewed	18 November 2025
Policy amended	-

PREVIOUS POLICY:

Policy No. N/A

A. 1.9 APPROVALS AT SHORT NOTICE

OBJECTIVE

This policy provides the Shire the ability to act on matters requiring a simple majority council decision in between meetings, where it is not in the interest of the Shire to defer consideration of the decision.

POLICY STATEMENT

To provide the CEO the ability to seek council endorsement, out of session, on minor matters. The policy cannot be enacted for any matter or action requiring an absolute majority decision of Council.

MATTER ARISING – SHORT NOTICE

The CEO will prepare an agenda item for council to consider, relating to the matter to be considered, detailing the following information:

Details to support the timing / necessity for consideration in accordance with this policy;
Information pertinent to provide sufficient information to allow elected members to make an informed decision;
The benefit / disadvantage to the district if the matter was not considered at short notice;
Risk information; and
Financial implications.

APPROVALS – SHORT NOTICE

Where the timing of a matter being brought before the Shire requiring a decision does not provide an opportunity for council to consider the matter at a scheduled meeting (such as when received at short notice), the CEO shall:

- a) Prepare an agenda item in accordance with regular processes / procedures and circulate to the council via email;
- b) Email correspondence is to set a reasonable period of notice for elected members to respond (not less than 24 hours);
- c) If no objections are raised within the set notice period by an elected member to the CEO, it will be taken by the CEO the elected member agrees with the recommendation;
- d) Decisions on matters at short notice will be made once agreement has been received from a simple majority of all elected members; and
- e) Decision is to be presented for ratification at the next ordinary meeting of council with a copy of the agenda item included in the minutes.

EXCLUSIONS

Matters which may not be considered by this policy include:

- Any decision requiring an absolute majority decision of council; and
- Tenders.

AMENDMENTS TO THIS POLICY

Amendments to this policy require a simple majority decision of council.

POLICY HISTORY

Policy adopted	21 November 2023 - NEW
Policy reviewed	18 November 2025
Policy amended	-

PREVIOUS POLICY:

Policy No. N/A

A. 1.10 CHRISTMAS CLOSURE POLICY

OBJECTIVE

To provide direction to the Chief Executive Officer (CEO) in relation to the closure of Shire facilities over the Christmas and New Year period.

POLICY STATEMENT

Each year, the closure of Shire facilities and a reduction in services will commence at a suitable time as approved by the CEO. The CEO will determine what facilities and services are reduced or closed.

Dates will be adjusted in accordance with each year's public holidays, but closures will commence no later than the 23rd of December, and return to work will be no earlier than the 3rd of January.

ADVERTISING THE CLOSURE

Staff are to be advised of the closure period by 1st September of each year to allow sufficient notice for leave planning and travel arrangements.

A minimum of four weeks prior to commencement of the closure period, the CEO or their delegate will notify the community of the closure dates and details for that year and advertise the dates of the closure period on the Shire's:

- website,
- social media page (Facebook), and
- public noticeboards.

These advertisements are to include details of the emergency contact number(s) for customers to access essential operations during the closure period.

MAINTAINING ESSENTIAL SERVICES

The CEO will determine what essential operations are to be provided during the closure period each year and ensure that appropriate employees are available to resource the provision of these operations.

AMENDMENTS TO THIS POLICY

Amendments to this policy require a simple majority decision of council.

POLICY HISTORY

Policy adopted	20 August 2024
	NEW
Policy reviewed	18 November 2025
Policy amended	-

PREVIOUS POLICY:

Policy No. N/A

2. FINANCE

A.2.1 BORROWING MANAGEMENT

OBJECTIVE

To define the conditions under which to the Shire will consider the use of borrowings to fund its activities.

POLICY STATEMENT

A local government may borrow to perform the functions and exercise the powers conferred on it by legislation. It the general position of Council not to maintain borrowings to fund activities.

AMENDMENTS TO THIS POLICY

Amendments to this policy require a simple majority decision of council.

POLICY HISTORY

Policy adopted	21 November 2023 - NEW
Policy reviewed	18 November 2025
Policy amended	-

PREVIOUS POLICY:

Policy No. **N/A**

A.2.2 RATING

OBJECTIVE

In applying the rating principles set out within by legislation and in making the decisions on the purpose for which the land is held or used or identifying any other characteristics of the land, the following principles will be observed:

- Objectivity – the use of land should be reviewed and determined on the basis of an objective assessment of relevant criteria. External parties should be able to understand how and why a particular determination was made.
- Fairness and Equity – each property should make a fair contribution to rates based on a method of valuation that appropriately reflects its use.
- Consistency – Rating principles should be applied, and determinations should be made in a consistent manner. Like properties should be treated in a like manner.
- Transparency – Systems and procedures for determining the method of valuation should be clearly documented.
- Administrative Efficiency – rating principles and procedures should be applied and implemented in an efficient and cost-effective manner.

POLICY STATEMENT

In order for the Minister to ensure legislative rating principles are applied to any separately identifiable rateable portion of land within the district, the Shire is to have systems and procedures to:

- identify and record any changes in land use;
- review the predominant use of land affected by significant land use changes;
- consult with affected parties;
- obtain Council approval to apply to the Minister for a change in method of valuation;
- and
- ensure timely application to the Minister.

The purpose for which the land is zoned shall form the initial guide to the predominant use of any land within the district.

An initial guide to the predominant use of land within the district based on the zoning under the Local Planning Scheme. Where the current predominant use of the land is different to the zoning under the local planning scheme, the basis for this determination should be clearly documented, particularly if a different method of valuation appears appropriate. Non-conforming land use and land where the zoning does not provide an initial guide will require examination on a case by case basis.

Determination of the appropriate method of valuation requires examination of the extent to which the separately identifiable portion of land is being used for the alternative land use. This should be documented and considered using the principles detailed in this policy before making application to the Minister for a change in method of valuation.

A uniform general rate in the dollar is to be applied for all GRV and UV valued properties within the district. Council may in certain circumstances deem a differential general rate to be necessary. Imposition of a differential general rate represents a conscious decision by Council to redistribute the rate burden in the district by imposing a higher contribution on some ratepayers and a lower contribution on others.

Imposition of a differential general rate must follow the Benefit Principle – the concept that there should be some relationship between the rates paid and the benefits received. The Benefit Principle does not mean rates should equal benefits, but it is expected that those bearing the higher rate burden through the imposition of differential rating are receiving greater benefits from Shire activities. When imposing a differential general rate the characteristics of the land to which the rate is to be applied along with the objects and reasons for the differential rate should be clearly defined.

The purpose for which the land is zoned is considered the most appropriate basis for determining the characteristics of the land to which the differential general rate applies. Where the Benefit Principle is considered by Council not to apply within a particular land zoning, the purpose for which the land is held or used as determined by the local government and/or whether or not the land is vacant land shall be used as the basis for determining the characteristics of the land to which the differential general rate applies.

CONCESSIONS AND WAIVERS

Circumstances may arise where Council resolves by absolute majority to grant a waiver or concession as provided by legislation.

AMENDMENTS TO THIS POLICY

Amendments to this policy require a simple majority decision of council.

POLICY HISTORY

Policy adopted	21 November 2023 - NEW
Policy reviewed	18 November 2025
Policy amended	-

PREVIOUS POLICY:

Policy No. **N/A**

A.2.3 RATING EXEMPTION

OBJECTIVE

Establish a consistent approach to determine and review whether land is not rateable in accordance with legislation.

POLICY STATEMENT

The Shire is committed to adhering to the *Local Government Act 1995* (LG Act) and providing guidance to applicants who apply for an exemption of local government land rates charges for land used for charitable purposes. This policy relates to the rates exemption to charitable organisations with properties within the Shire and provide assistance to the broader community.

LAND USE

The land use for which the charitable organisation is applying for an exemption under section 6.26(2)(g) of the LG Act must be for the exclusive use for charitable purposes as defined in the *Charities Act 2013* and including:

- a) the purpose of advancing health;
- b) the purpose of advancing education;
- c) the purpose of advancing social or public welfare;
- d) the purpose of advancing religion;
- e) the purpose of advancing culture;
- f) the purpose of promoting reconciliation, mutual respect and tolerance between groups of individuals that are in Australia;
- g) the purpose of promoting or protecting human rights;
- h) the purpose of advancing the security or safety of Australia or the Australian public;
- i) the purpose of preventing or relieving the suffering of animals;
- j) the purpose of advancing the natural environment; or
- k) any other purpose beneficial to the general public that may reasonably be regarded as analogous to, or within the spirit of, any of the purposes mentioned in paragraphs (a) to (j); and must not be a disqualifying purpose under the meaning given by the Charities Act 2013 (Commonwealth).

LAND USED EXCLUSIVELY FOR CHARITABLE PURPOSES

Property must be used exclusively by the charitable organisation for charitable purposes defined by the *Charitable Uses Act 1601* as generally for the following purposes:

- a) the relief of poverty;
- b) the advancement of education;
- c) the advancement of religion; and
- d) other purposes beneficial to the community.

APPLICATION FOR RATE EXEMPTION

To be considered by the Shire for approval, each application for a charitable rate exemption under section 6.26(2)(g) of the LG Act must be made in writing.

DELEGATION

In accordance with this policy it is a requirement for organisations who have been approved for rates exemption, to reapply for a rate exemption every two financial years, or at the request

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of the CEO each year. This policy allows the Shire to delegate to the Chief Executive Officer and any of its powers under the LG Act to approve applications for Rates Exemptions.

REVIEW OF POLICY

All exemptions will be reviewed every two years and confirmation from the charitable organisation that the above purposes still apply will be required to continue receiving the exemption.

AMENDMENTS TO THIS POLICY

Amendments to this policy require a simple majority decision of council.

POLICY HISTORY

Policy adopted	21 November 2023 - NEW
Policy reviewed	18 November 2025
Policy amended	-

PREVIOUS POLICY:

Policy No. **N/A**

A.2.4 INVESTMENTS

OBJECTIVE

To invest the Shire surplus funds with consideration of risk and at the most favourable rate of interest available to it at the time, for that investment type, whilst ensuring that liquidity requirements are being met.

POLICY STATEMENT

Preservation of capital is to be the principal objective with consideration given to liquidity, cash flow requirements and return on investment.

Preservation of capital is the principal objective of the investment portfolio. Investments are to be performed in a manner that seeks to ensure security and safeguarding the investment portfolio. This includes managing credit and interest rate risk within identified thresholds and parameters.

The investment portfolio will ensure there is sufficient liquidity to meet all reasonably anticipated cash flow requirements, as and when they fall due, without incurring significant costs due to the unanticipated sale of an investment.

The investment is expected to achieve a predetermined market average rate of return that takes into account the Shire's risk tolerance. Any additional target set by the Shire will also consider the risk limitation and prudent investment principles.

SCOPE & LIMITATIONS

All investments are to comply with the following:

- *Local Government Act 1995* - Section 6.14
- The *Trustees Amendment Act 1962* – Part III Investments;
- *Local Government (Financial Management) Regulations 1996*; and
- Australian Accounting Standards.

PRUDENT PERSON STANDARD

Investments are to be managed with the care, diligence and skill that a "prudent person" (as derived by legislation, *Trustees Act 1962*, and case law) would exercise. Officers are to manage investments to safeguard the portfolio in accordance with the spirit of this Investment Policy, and not for speculative purposes.

ETHICS AND CONFLICTS OF INTEREST

Officers shall refrain from personal activities that could be perceived to conflict with the proper execution and management of Shire's investment portfolio. This policy requires officers to disclose any conflict of interest to the CEO and the CEO to the Council.

APPROVED INVESTMENTS

Where delegations from Council exist, the CEO and/or delegated officers may invest funds within authorised investment parameters of this policy and legislative requirements.

1. Cash / Bank Deposits may be invested with:
 - a) an authorised deposit-taking institution as defined in the *Banking Act 1959* (Commonwealth) section 5; or

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- b) the Western Australian Treasury Corporation established by the *Western Australian Treasury Corporation Act 1986*;
- 2. Restrictions on investments will require the Shire not to:
 - a) deposit with an institution except an authorised institution;
 - b) deposit for a fixed term of more than 12 months;
 - c) invest in bonds that are not guaranteed by the Commonwealth Government, or a State or Territory government;
 - d) invest in bonds with a term to maturity of more than 3 years;
 - e) invest in a foreign currency.

RISK PROFILE

The Shire will maintain a conservative investment approach aligned to its risk appetite and tolerance statement within the Shire's adopted Risk Management policy, and investment risks will therefore be kept to an acceptable minimum. This is intended to ensure short term funds are readily available when required through Council and delegated officers maintaining their fiduciary obligations required by legislation.

INTERNAL CONTROL

The Chief Executive Officer is to implement internal controls in accordance with *Local Government (Financial Management) Regulations 1996*.

AMENDMENTS TO THIS POLICY

Amendments to this policy require a simple majority decision of council.

POLICY HISTORY

Policy adopted	17 November 1998
Policy amended	16 December 2011
Policy amended	21 November 2023
Policy Reviewed	18 November 2025

PREVIOUS POLICY:

Policy No. A.2.1 (to 21 November 2023)

A.2.5 CORPORATE TRANSACTION CARDS

OBJECTIVE

Where the CEO has been delegated authority for making payments, this policy will provide a clear framework allowing the CEO and approved officers to utilise corporate transaction cards for the purchase of goods and services in carrying out the normal day to day business of the Shire.

POLICY STATEMENT

ISSUING OF CORPORATE TRANSACTION CARDS

The provision of a corporate transaction card is a facility for certain officers which must be authorised by the CEO. The CEO will determine and authorise appropriate monthly limits for each cardholder, with limits not to exceed \$15,000 for each cardholder.

The CEO may only be issued a corporate transaction card and may only approve the issue of corporate transaction cards, where delegated authority for making payments from the municipal fund exists.

CARDHOLDER RESPONSIBILITIES

The CEO is to develop and maintain a Corporate Transaction Card Holder Agreement form, which cardholders must sign prior to being issued card/s, acknowledging the conditions of use for their corporate transaction card.

Cardholders must adhere to the Shire's Purchasing Policy in the course of utilising the Corporate Transaction Card facility.

Corporate Transaction Cards must not be utilised for the following activities:

- Cash advances;
- Private or personal expenses;
- Establishment of ongoing direct debit transaction (unless authorised by the CEO);
- Use by officers or any individual, other than the approved transaction card holder (except where approved in accordance with control procedures);
- For the payment of 'tips' or gratuities associated with a service;
- To attain personal rewards such as reward points or any other rewards; and
- Instances where a creditor would normally accept a purchase order.

Compliant tax invoice/receipts which records an adequate description of goods / services must be obtained for all credit card transactions. Where compliant tax invoice/receipts are not available, a statement signed by the cardholder is required be presented to the CEO for approval, detailing information such as:

- Nature of the expense;
- Provider name;
- Provider ABN;
- Amount of the transaction (and where possible, breakdown of expenses);
- GST; and
- Reasons why compliant documentation is not available.

Cardholders are to provide for approval a detailed summary of all purchases reconciling to each monthly statement within seven days of receiving the monthly statement. Statements are to be reviewed and approved for corporate credit cardholders by the CEO.

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Corporate transaction cards must be maintained securely, where access is available only to the cardholder, and must not be stored with any PIN issued for the card. Any loss or theft of corporate transaction cards must be reported immediately to the Manager Business Services.

Where a cardholder ceases to be an employee of the Shire, the cardholder must ensure:

- The card is returned to the Manager Business Services for immediate cancellation and destruction;
- All outstanding transactions are acquitted and accounted for in accordance with this policy.

ACQUITTAL AND REPORTING

Statements are to be reviewed and approved for corporate transaction cardholders by the CEO, with a listing of payments made utilising the Shire's corporate transaction card facility/ies for the preceding month presented to Council for noting.

The listing must clearly identify payments made and authorised by the CEO.

AMENDMENTS TO THIS POLICY

Amendments to this policy require a simple majority decision of council.

POLICY HISTORY

Policy adopted	20 May 2008
Policy amended	19 February 2019
Policy amended	21 November 2023
Policy amended	18 November 2025

PREVIOUS POLICY:

Policy No. A.2.2 (to 21 November 2023)

A.2.6 PURCHASING POLICY

OBJECTIVE

To ensure all procurement activities undertaken by the Shire:

1. Are consistent and maintain high standards of transparency, probity and ethics;
2. Consider and apply value for money requirements, ensuring quality of goods, services and works;
3. Are compliant with relevant legislation;
4. Are aligned and underpinned with adopted risk management policy and procedures;
5. Support the Shire and its suppliers in maintaining a high reputational standard;
6. Are aligned to the strategic objectives of the Shire;
7. Provide for sustainable and socially responsible procurement solutions; and
8. Are appropriately documented and recorded in the Shire's record keeping system.

POLICY STATEMENT

The Shire is committed to undertaking procurement activities in accordance with the objectives of this policy. This policy provides guidance to officers procuring goods or services for the Shire and is to be complied with for all procurement activities. Compliance with legislation and risk management principles will underpin all procurement activities.

1. ETHICS & INTEGRITY

The Shire Codes of Conduct apply when undertaking procurement activities and decision making. Elected Members and employees must always observe the highest standards of ethics and integrity and act in an honest and professional manner.

To ensure the selection process is fair and objective for all procurement requests, the Shire shall observe good governance and ensure:

- Procurement activities comply with the relevant legislation, the requirements of Council Policy, the Codes of Conduct and any CEO operational guidelines;
- Processes, procedures and documentation are administratively efficient, transparent, demonstrate fairness, openness;
- Procurement activities are to be fully documented in accordance with relevant legislation, applicable policies and procedures;
- Actual or perceived conflicts of interest are identified, disclosed, and managed according to the principles of good governance;
- Recommendations are made and decision-making is undertaken in a transparent manner, free from bias and appropriately documented;
- 'Commercial-In-Confidence' information provided by suppliers is treated in confidence, unless authorised for publication by the respondent or relevant legislation; and
- A strong element of competition by seeking a sufficient number of competitive quotations wherever practicable and consistent with this Policy.

2. VALUE FOR MONEY

Value for money may be achieved through the evaluation of price, risk, timeliness, environmental, social, economic, governance and qualitative factors to determine the most advantageous supply outcome to contribute to the Shire achieving its strategic and operational objectives.

The Shire will apply value for money principles when assessing purchasing decisions and acknowledges the lowest price may not always be the most advantageous. Relevant factors including, but not limited to, qualitative and risk criteria will underpin all procurement decisions.

2.1 ASSESSING VALUE FOR MONEY

Assessment of value for money considerations may include:

- all relevant costs and benefits including transaction costs associated with acquisition, delivery, distribution, as well as other costs such as but not limited to holding costs, consumables, deployment, training, maintenance and disposal;
- the technical merits of the goods or services being offered in terms of compliance with specifications, contractual terms and conditions and any relevant methods of assuring quality. This includes but is not limited to an assessment of compliances, tenderers resources available, capacity and capability, value-adds offered, warranties, guarantees, repair and replacement policies, reference checks, ease of inspection, ease of after sales service, ease of communications etc;
- financial viability and capacity to supply without the risk of default (competency of the prospective suppliers in terms of managerial and technical capabilities and compliance history) where a high level of risk may exist;
- the safety requirements and standards associated with both the product design and the specification offered by suppliers, as well as the evaluation of risk arising from the supply, operation and maintenance;
- the environmental, economic and social benefits or impacts arising from the goods, services or works required, including consideration of these benefits or impacts in regard to the supplier's operations, in accordance with this Policy and any other relevant Shire Policy;
- providing opportunities for businesses within the Shire's boundaries to quote wherever possible; and
- Risks associated with the supplier or goods and services being purchased.

2.2 MANAGING RISK

Risk impacts will factor into decision making and / or where the procurement decisions may impact operations and continued service delivery.

A risk assessment may be directed by the CEO to be carried out prior to undertaking a procurement activity where a high level of risk may be assessed. Controls or treatments for identified risks are to be included within the scope if appropriate and integrated into the goods or service provision requirements. A more rigorous procurement and evaluation process may be required if the purchase is:

- highly contentious or complex;
- politically sensitive;
- probable to have conflict of interest;
- a transaction with significant investment / high value;

- leading to a further activity with significant investment or of high value; or
- a high profile project and is likely to be subject to scrutiny or media coverage.

2.3 SUSTAINABLE AND SOCIALLY RESPONSIBLE PROCUREMENT

The Shire is committed to supporting general environmental, social and governance (ESG) practices, including to:

- Work toward the implementation of sustainable procurement initiatives supporting suppliers actively demonstrating sustainable business practices (social advancement, environmental protection and local economic benefits).
- Consider any risks associated with climate change with purchasing activities and plan to mitigate where possible.
- Consider whole of life costs and any impact of other consequences resulting from the purchase.
- Recognise the interests of all people in the district and consult where appropriate.

Application of the value for money assessment incorporate supplier demonstration of outcomes which may contribute to improved environmental, social and local economic outcomes.

Requests for quotations and tenders will include an opportunity for suppliers to provide information regarding their sustainable practices and/or demonstrate how their product or service offers socially responsible benefits for the Shire or the wider community.

Procurement might be demonstrated as being internally focussed (i.e. operational environmental efficiencies or employment opportunities and benefits relating to special needs or Aboriginal people), or externally focussed (i.e. initiatives such as corporate philanthropy).

3. PURCHASING THRESHOLDS AND PRACTICES

3.1 PURCHASING VALUE THRESHOLDS AND REQUIRED PRACTICES

The Shire must comply with all regulatory requirements, purchasing thresholds and processes as prescribed by this Policy, and associated purchasing procedures in effect at the Shire.

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This table prescribes purchasing value and risk thresholds, and the applicable purchasing practices which apply to the Shire's purchasing activities:

Purchase Value Threshold (ex GST)	Purchasing Practice Required*
\$0 - \$4,999;	Request No quotation required for minor / incidental expenses. Evaluate N/A.
\$5,000 - \$49,999	Request At least two (2) written quotations are to be sought (record of request for and provision of written quotes to be maintained). Evaluate The purchasing decision is to be based upon assessment of the supplier's response to: • A brief outline of the specified requirement for the goods; services or works required; and • Value for money criteria, not necessarily the lowest price. The rationale for the procurement decision should be documented, recorded and attached to the purchase order.
\$50,000 - \$249,999	Plan The procurement plan is to be documented in accordance with management approved operational procedures. Request At least three (3) written quotations are to be sought by invitation under a formal Request for Quotation. Evaluate The purchasing decision is to be based upon assessment of the supplier's response to: • a detailed written specification for the goods, services or works required and • pre-determined evaluation criteria to assess all best and sustainable value considerations. The procurement decision is to be documented in accordance with management approved operational procedures. Contract Contracts entered into are to be managed in accordance with relevant management approved operational procedures.
\$250,000 or greater	Plan The procurement plan is to be documented in accordance with management approved operational procedures.

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	Request Seek at least three (3) written quotations from suppliers where a tender exemption exists; or Conduct a public Request for Tender process (including Expression of Interest where applicable) in accordance with the <i>Local Government Act 1995</i>, <i>Local Government (Functions and General) Regulations 1996</i> and relevant Shire Policy requirements. Evaluate The purchasing decision is to be based upon the supplier's response to: • a specification of the goods, services or works (for a tender exempt process including the WALGA Preferred Supplier Arrangement); or a detailed specification for the open tender process; and • pre-determined evaluation criteria to assess all best and sustainable value considerations. The procurement decision is to be documented in accordance with management approved operational procedures. Contract Contracts entered into are to be managed in accordance with relevant management approved operational procedures.
Emergency Purchases	Legislation provides guidance for emergency purchases and reporting requirements. Where the Shire has an established Panel of Pre-Qualified Suppliers relevant to the required purchasing category, the emergency supply is to be obtained from the Panel suppliers. If however, no member of the Panel of Pre-qualified Suppliers are available, then the supply may be obtained from any supplier capable of providing the emergency purchasing requirement, and to the extent considered reasonable in the context of the emergency requirements, with due regard to best and sustainable value considerations.
Quotations	Quotations are to be obtained from reputable persons or businesses who can demonstrate relevant experience and capacity to supply the goods or services being purchased. If a purchase is made and the Purchasing Practice requirements are not able to be met, or an anti avoidance exemption is applied in accordance with section 4 of this Policy, approval is required by the CEO to be recorded detailing the reasons and any other justification.
WALGA – Contracts of Insurance	In accordance with s.9.58(6)(b) of the <i>Local Government Act 1995</i>, WALGA may arrange contracts of insurance on behalf of all or any of its members for any purpose. Therefore, obtaining LGIS insurance services is available as a member-base service and is not defined as a purchasing activity subject to this Policy. Should Council resolve to seek quotations from alternative insurance suppliers, compliance with this Policy is required.

3.2 PURCHASING VALUE DEFINITION

Determining purchasing value is to be based on the following considerations:

- Exclusive of claimable GST; and
- The actual or expected value of a contract over the full contract period, including all options to extend.

The calculated estimated Purchasing Value will be used to determine the applicable threshold and purchasing practice to be undertaken.

3.3 PURCHASING FROM EXISTING CONTRACTS

The Shire will ensure any goods, services or works required where they are within the scope of an existing contract will be purchased under the existing contract.

3.4 INVITING TENDERS UNDER THE TENDER THRESHOLD

The Shire may determine to invite public tenders, despite the estimated Purchase Value being less than the \$250,000 threshold. This decision will be made after considering:

- any value for money benefits, timeliness, risks; and
- compliance requirements.

A decision to invite tenders, though not required to do so, may occur where an assessment has been undertaken and there is benefit from conducting a publicly accountable and more rigorous process. In such cases, relevant regulations contained within the *Local Government (Functions and General) Regulations 1996* and the Shire's tendering procedures must be followed in full.

4. PURCHASING EXEMPTIONS

Where an exemption is applied to any purchase, approval from the CEO is required prior to the procurement activity being undertaken, and a file note, including reference to the required purchasing requirements is to be completed and recorded detailing the exemption and reasons.

4.1 COMPETITIVE PURCHASING EXEMPTIONS UNDER \$250,000

The exemptions where the Shire is not required to undertake a competitive purchasing process (as detailed in section 3.1 of this Policy) and where the total value of the purchase does not exceed \$250,000 (exclusive of GST) include;

- Legal representation in accordance with policy A.1.2;
- Advertising – Newspaper (for example: Tenders in The West Australian, Kalgoorlie Miner);
- Advertising – State Government Gazette (for example: Local Laws, Planning Notices);
- Fees and payments that are statutory, this includes development contributions and bank fees;
- Annual Memberships / Subscriptions;
- Annual Service / Software Maintenance / Support Fees;
- Fuels and oils;
- Payments made through payroll;
- Insurances;
- Purchases or reimbursements which are approved through other processes, i.e. petty cash, procurement activities authorised by any other adopted Council policy, the Salaries and Allowances Tribunal, or legislation;

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- Software licence renewals;
- Payments to persons principally for their time where superannuation is payable;
- Provision of utility services (where only sole provider);
- Merchant (banking) service fees;
- Purchases for maintenance or servicing of equipment from Original Equipment Manufacturer (OEMs) and where warranty provisions may be void; and
- Services of WALGA and LGIS.

4.2 PUBLIC TENDER EXEMPTIONS

An exemption from the requirement to publicly invite tenders may only apply when the legislation permits an exemption. The requirements at section 3.1 of this Policy still prevail except for emergency purchases.

4.3 EMERGENCY PURCHASES

An emergency purchase is any purchase defined by legislation.

Time constraints are not a justification for an emergency purchase. Every effort must be made to anticipate purchases in advance and to allow sufficient time to obtain quotes and tenders, whichever may apply. Details of any procurement activity undertaken as an emergency purchase is to be reported to Council at the next Ordinary Council Meeting under Chief Executive Officer Reports.

5. EXPRESSIONS OF INTEREST

Expressions of Interest (EOI) are typically considered in situations where the project is of a significant value or contains complex deliverables that may solicit responses from a considerable range of industry providers.

In these cases, the Shire may consider conducting an EOI process, preliminary to any Request for Tender process, where the purchasing requirement is:

- Unable to be sufficiently scoped or specified;
- Open to multiple options for how the purchasing requirement may be obtained, specified, created or delivered;
- Subject to a creative element; or
- To establish a procurement methodology to allow for an assessment of a significant number of tenderers leading to a shortlisting process based on a non-price assessment.

All EOI processes are conducted as a public process in accordance with legislation. An EOI should not seek price information from respondents, only qualitative and other non-price information should be sought. All EOI processes should be subsequently followed by a Request for Tender through an invited process of those shortlisted under the EOI.

6. ANTI-AVOIDANCE

The Shire will not conduct multiple purchasing activities with the intent (inadvertent or otherwise) of splitting the purchase value or the contract value, avoiding a particular purchasing threshold or the need to call a public tender. This includes the creation of two or more contracts or creating multiple purchase order transactions of a similar nature, or any other activity to avoid policy requirements.

7. LOCAL ECONOMIC BENEFIT

The Shire encourages the development of competitive local businesses within its boundary first, and second within the goldfields region. Procurement is to be open and fair to ensure local businesses are provided with every opportunity to bid for work. It is recognised not every category of goods, services or works required by the Shire are able to be supplied by local businesses. As much as practicable, the Shire will:

- where appropriate, consider procurement practices, procedures and specifications do not unfairly disadvantage local businesses;
- consider indirect benefits with flow on benefits for local suppliers (i.e. servicing and support); and
- ensure procurement plans address local business capability and local content.
- explore the capability of local businesses to meet requirements including requests for tenders designed to accommodate the capabilities of local businesses;
- avoid bias in the design and specifications for tenders whereby all requests are structured to encourage local businesses to bid; and
- provide adequate and consistent information to local suppliers.

To this extent, a qualitative weighting may be included in the evaluation criteria of tenders where suppliers are located within the Goldfields Region, a regional price preference may be applied to businesses as detailed within the Shire's Regional Price Preference Policy.

8. PAYMENT METHODS

A purchase order must be raised and provided to the supplier, prior to goods and services being supplied. A commitment to buy without a purchase order may represent unauthorised expenditure. Departures from this requirement will be subject to section 10 of this Policy.

- Where the Shire holds an account with a supplier, a purchase order should be issued in the first instance and the suppliers invoice must state the purchase order number. If the supplier does not accept purchase orders the following payment methods may be used in limited circumstances once a purchase order has been authorised:
- corporate transaction card (the requirements of relevant Business Operating Procedure apply); or
- petty cash up to the value of \$100 (excluding GST); or
- request for payment (must provide detailed justification for why a purchase order was not completed prior to procurement of goods and services);
- reimbursements (N.B. these should be avoided as far as possible).

The use of blank purchase orders is prohibited.

9. CONTRACT VARIATIONS

9.1 PRE-CONTRACT VARIATIONS – ABOVE TENDER THRESHOLD

Pre-contract variations are permitted in accordance with legislative provisions.

A minor variation must be authorised by the Chief Executive Officer prior to the commencement of any negotiation in accordance with the relevant delegation.

9.2 PRE-CONTRACT VARIATIONS – NOT AWARDED BY TENDER

Pre-contract variations for procurement activities not awarded by tender are permitted only where the same legislative provisions are applied for awards made by tender.

A minor variation must be authorised by the Chief Executive Officer prior to the commencement of any negotiation in accordance with the relevant delegation.

9.3 POST-CONTRACT VARIATIONS – ABOVE \$250,000 / AWARDED BY TENDER

Post contract variations may only occur when in accordance with legislation and authorised by the Chief Executive Officer. Details of any authorised post contract variations are to be reported to Council at the next Ordinary Council Meeting under Chief Executive Officer Reports.

9.4 CONTRACT OR PURCHASE VARIATIONS – PURCHASES OTHER THAN TENDERS ABOVE \$250,000

Post contract variations may only occur when in accordance with the same legislative provisions as if the award had been made by tender and authorised by the Chief Executive Officer. Details of any authorised post contract variations are to be reported to Council at the next Ordinary Council Meeting under Chief Executive Officer Reports.

9.5 CONTRACT OR PURCHASE VARIATIONS – PURCHASES OTHER THAN TENDERS VALUED \$50,000 TO \$250,000

Where the Shire has issued a purchase order for the procurement of goods or services not awarded by tender, a minor variation which does not alter the nature of the goods or services, or materially alter the specification provided, may be considered. Where a variation to a purchase is proposed, the following considerations are to be documented, applied and approved by an officer with the appropriate level of purchasing authority:

- The result of the variation plus the original purchase/contract value does not exceed the original purchasing threshold as defined in section 3.1 of this Policy. If the value of the proposed variation and the original contract/purchase value does exceed the original purchasing threshold, the purchasing requirements and authorisation of the higher purchasing threshold must be complied with for the variation; or
- The variation is necessary for the goods or services to be supplied and only results in a minor change to the scope of the contract/purchase.

10. CONTRACT EXTENSIONS

Utilising rolling contract extensions at the end of a contract term, unless included within the original contract, without properly testing the market or using a tender exempt arrangement, will not be accepted as this would place the Shire in breach of the *Local Government (Functions and General) Regulations 1996* (Regulation 12). All contract extension provisions are to be for a defined term, and the value of the entire contract including extensions is to be utilised when calculating the total contract value for assessment against purchasing thresholds.

Contract extensions with a defined end date where provided for within the original contract are permitted. Contracts with extension provisions for an undefined period are not permitted. Contract extension options within a proposal are to be considered as part of the overall contract when assessing proposals.

Where a contract extension within an existing contract is to be exercised, the following considerations are to be documented, applied and approved by an officer with the appropriate level of purchasing authority for the contract as a whole:

- Performance from existing contract/s are to be assessed and documented in accordance with relevant approved operating procedures, prior to expiry of original contract; and
- Extensions are to be approved prior to the expiry of the original contract in accordance with relevant approved operating procedures and may not be granted after a contract has expired.

11. PURCHASING POLICY NON-COMPLIANCE

The Shire shall implement processes to facilitate this Policy and associated management procedures, and will implement processes to report departures, non-compliance and/or exceptions.

Purchasing activities are subject to financial and performance audits, which review compliance with legislative requirements and also compliance with the Shire's policies and procedures.

A failure to comply with the requirements of this policy will be subject to investigation. Findings will be considered in context of the Shire's applicable Code of Conduct and reasonable expectations for the officer's performance of their role. Where a breach is substantiated it may be treated as:

- an opportunity for additional training to be provided;
- a disciplinary matter, which may or may not be subject to reporting requirements under the *Public Sector Management Act 1994*;
- misconduct in accordance with the *Corruption, Crime and Misconduct Act 2003*.

12. RECORD KEEPING

All purchasing activity, record of request for and provision of written quotes, communications and transactions in respect of all purchases made must be evidenced and retained as local government records in accordance with the *State Records Act 2000* and the Shire's Record Keeping Plan.

AMENDMENTS TO THIS POLICY

Amendments to this policy require a simple majority decision of council.

POLICY HISTORY

Policy adopted	20 February 2007
Policy amended	16 December 2011
Policy amended	15 April 2014
Policy amended	17 February 2016
Policy amended	19 February 2019
Policy amended	18 August 2020
Policy amended	16 February 2021
Policy amended	28 September 2021
Policy amended	21 November 2023
Policy amended	18 November 2025

PREVIOUS POLICY:

Policy No. A.2.3 (to 21 November 2023)

A.2.7 RATES RECOVERY

OBJECTIVE

This policy outlines the Shires process in relation to the payment by instalment and the collection of outstanding rates.

POLICY STATEMENT

Rates payment arrangements may be considered and will be recovered in accordance with the following:

- Council's financial hardship policy will apply where ratepayers are experiencing financial hardship.
- Alternative payment arrangements to those provided by legislation may be considered through application to the CEO (see financial hardship policy xx).
- The CEO will have procedures for the approval and implementation of payment arrangements for rates and charges.
- Any agreements will ensure rates are paid in full prior to the end of the current financial year.
- The CEO will have procedures for the recovery of outstanding rates and charges including default of payment arrangements.

AMENDMENTS TO THIS POLICY

Amendments to this policy require a simple majority decision of council.

POLICY HISTORY

Policy adopted	16 December 2011
Policy amended	21 November 2023
Policy reviewed	18 November 2025

PREVIOUS POLICY:

Policy No. A.2.4 (to 21 November 2023)

A.2.8 ASSET MANAGEMENT POLICY

OBJECTIVE

To help ensure the Shire has sufficient systems, processes, resources and organisational commitment in place to manage non financial assets in a coordinated, effective and efficient manner to meet the desired non financial asset service levels demands of current and future community members.

The policy requires a planned risk based approach to delivery of non-financial asset services within the district aligned with the aspirations of the community as documented in the Shire's strategic planning documents.

POLICY STATEMENT

This policy applies to Councillors, staff, committees, contractors, volunteers and the community who are involved with the operation, use, maintenance, renewal, development and replacement of existing and new assets.

The policy, along with documented asset management and asset management improvement plans will assist with:

- Prioritised allocation of resources
- Improved alignment of assets with services and overall strategic objectives
- Integration of service planning and asset planning
- Improved maintenance and usage of existing assets
- Defined processes and accountability for works
- Options for alternative service delivery options
- Compliance with risk management, legislative compliance and internal control frameworks

To assist with implementation of asset management practices, the following objectives will be considered:

- Asset management plan will be maintained incorporating all major asset groups
- Levels of service within asset management plans with consideration to resource availability
- Resourcing considerations for asset management will be appropriately referenced in the long term financial plan to support service delivery of strategic objectives
- The long term financial plan will include in its base, the financial impacts of asset management planning activities
- Risk management will be central to asset management activities
- Asset management planning activities will integrate with all other strategic and operational plans
- Asset rationalisation will be routinely considered as part of asset management planning
- Continuous improvement, ongoing review, monitoring and evaluation of planning documents is required to ensure best available information is being considered.

Asset capitalisation will be in accordance with relevant statutory provisions including the Australian Accounting Standards. Depreciation, remaining useful life etc of assets is considered an operational function and the CEO will maintain controls to manage these considerations.

AMENDMENTS TO THIS POLICY

Amendments to this policy require a simple majority decision of council.

POLICY HISTORY

Policy adopted	21 August 2021
Policy amended	16 February 2021
Policy amended	21 November 2023
Policy reviewed	18 November 2025

PREVIOUS POLICY:

Policy No. A.2.10 (to 21 November 2023)

A.2.9 RISK MANAGEMENT POLICY

OBJECTIVE

To encourage an integrated, effective and organisation wide approach to risk management within the Shire of Leonora, facilitating value creation and protection.

POLICY STATEMENT

Council is committed to the use of risk management in the course of achieving its strategic objectives and delivery of services to the community. Management of risk is considered the responsibility of all Council Members, employees and contractors, and is to be integrated throughout the Shire.

A *Risk Management Strategy* is to be maintained and implemented utilising the Principles, Framework and Process as defined within *ISO 31000:2018 Risk Management - Guidelines*.

1 RISK TOLERANCE AND APPETITE:

Risk tolerance or risk appetite refers to the amount and type of risk that the Shire is willing to take in order to meet its strategic objectives. As a public body, there is an expectation the Shire will maintain an inherent low appetite for risk and as a consequence adopt policies and maintain systems and procedures to create value and protect the Shire, and its stakeholders.

Council's risk tolerance and appetite is articulated with the *Risk Management Strategy* and any change to the level of risk tolerance and appetite within the Strategy can only be made with Council approval.

2 RISK MANAGEMENT COMMITMENT:

Council will maintain a continual commitment to risk management through the appropriate allocation of resources to facilitate application of the principles, framework and process as defined within *ISO 31000:2018*, through the '*Risk Management Strategy*'. The *Risk Management Strategy* will assist the organisation to integrate risk management into decision making and operational activities, across the organisation. This commitment will work towards:

- Aligning the objectives, culture and strategy of the Shire with risk management;
- Addressing and recognising all obligations (including voluntary commitments) of the Shire;
- Communicating the risk appetite of the Shire to guide the establishment of risk criteria, to all employees, contractors and Council Members and stakeholders;
- Promoting and conveying the value of risk management across the Shire;
- Encouraging methodical monitoring of risks;
- Ensuring that the *Risk Management Strategy* remains relevant to and considers the context of the organisation.

AMENDMENTS TO THIS POLICY

This policy is to remain in force until otherwise determined by Council.

POLICY HISTORY

Policy adopted	20 May 2014
Policy amended	18 December 2018
Policy amended	21 November 2023
Policy reviewed	18 November 2025

PREVIOUS POLICY:

Policy No. A.2.13 (to 21 November 2023)

A.2.10 REGIONAL PRICE PREFERENCE/BUY LOCAL POLICY

OBJECTIVE

This policy establishes the guidelines to promote local business partnerships within the Shire of Leonora by giving preferential consideration to regional suppliers in the procurement of goods and/or services.

DEFINITIONS

Quotation: means a statement from a supplier setting out the cost for the supply of goods or services.

Local Business: in this Policy is a regional tenderer as defined in the *Local Government Act (Functions and General) Regulations 1996 Part 4a 24(b)*.

regional tenderer means a supplier of goods or services who satisfies the criteria in subregulation (2).

(2) A supplier of goods or services who submits a tender is regarded as being a regional tenderer for the purposes of this Part if —

- (a) that supplier has been operating a business continuously out of premises in the appropriate region for at least 6 months before the time after which further tenders cannot be submitted; or
- (b) some or all of the goods or services are to be supplied from regional sources.

Region: is specified as the geographical area which comprises the Northern Goldfields; Shire of Leonora, Shire of Menzies, Shire of Laverton, Shire of Wiluna, as well as the City of Kalgoorlie Boulder.

Regional Price Preference: when applied in relation to a quotation or tender submitted by an Eligible Local Business, involves assessing the price component of the tender or quotation as if the tendered/quoted price were discounted in accordance with the Regional Price Preference Policy.

Tender: means a Tender required under Regulation 11 of the *Local Government (Function and General) Regulations 1996* or other Tender Procedure as determined by Council.

POLICY STATEMENT

The Shire of Leonora will encourage local industry to do business with Council through the adoption of a regional price preference advantage in conjunction with standard tender and quotation considerations. This policy will apply to all Shire of Leonora tenders and quotations where prices are being sought from both local and non-local businesses.

PRICE PREFERENCE LEVELS

A price preference may be given to a local business by assessing the tender from that local business as if the price bids were reduced by the values set out in the *Local Government (Functions and General) Regulations 1996 Part 4a 24(D).1*

- (1) A preference may be given to a regional tenderer by assessing the tender from that regional tenderer as if the price bids were reduced by —
 - (a) up to 10% — where the contract is for goods or services, up to a maximum price reduction of \$50 000; or
 - (b) up to 5% — where the contract is for construction (building) services, up to a maximum price reduction of \$50 000; or

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- (c) up to 10% — where the contract is for goods or services (including construction (building) services), up to a maximum price reduction of \$500 000, if the local government is seeking tenders for the provision of those goods or services for the first time, due to those goods or services having been, until then, undertaken by the local government.

PROOF OF ELIGIBILITY

Businesses who claim the regional price preference should indicate on their tender or quotation submission that they wish to claim the regional price preference and on which criteria they wish to claim it. Suitable proof of eligibility should be provided.

Where a price preference is being claimed by non-local business on the basis of goods or services being supplied from regional sources only those goods or services identified in the tender or quotation as being from regional sources may be included in the discounted calculations that form a part of the assessments of a tender or quotation when a regional price preference policy is in operation.

If, in the opinion of the Shire of Leonora, a supplier has deliberately provided false or misleading information so as to benefit from this policy, their quotation or Tender may be considered non-conforming and, as such, may be disqualified.

COMPETITIVE PURCHASING

Price is only one factor that the Shire of Leonora considers when evaluating a quotation or Tender. There is nothing contained within this policy that compels acceptance of the lowest price.

The Tender or quotation that is determined to be both cost effective and advantageous to the Shire of Leonora will be the most likely to be accepted.

CONSEQUENCES

This policy represents the formal policy and expected standards of the Shire of Leonora. Council Members and Employees are reminded of their obligations under the Council's Codes of Conduct to give full effect to the lawful policies, decisions and practices of the Shire.

ROLES AND RESPONSIBILITIES

Employees will use the local market for their procurement requirements to encourage economic growth and local business partnerships where it is practical and reasonable to do so.

Employees are to ensure that the application of a regional price preference is clearly identified within the Tender and quotation documents to which the preference is to be applied and that this policy is made available to businesses as part of the quotation or Tender.

RELEVANT DOCUMENTS

External:

- Local Government Act 1995;
- Local Government (Functions and General) Regulations 1996;

Internal:

- Code of Conduct;
- Tendering Procedure;

AMENDMENTS TO THIS POLICY

Amendments to this policy require a simple majority decision of council.

POLICY HISTORY

Policy adopted	17 May 2017
Policy amended	21 May 2019
Policy amended	21 November 2023
Policy reviewed	18 November 2025

PREVIOUS POLICY:

Policy No. A.2.14 (to 21 November 2023)

A.2.11 FINANCIAL HARDSHIP

OBJECTIVE

To guide the CEO / administration in considering applications to support ratepayers experiencing genuine financial hardship.

POLICY STATEMENT

The Shire acknowledges exceptional circumstances will exist at varying times which may lead to ratepayers encountering difficulty in paying rates and service charges by their due date.

Where ratepayers are experiencing genuine financial hardship, the Shire will endeavour to minimise additional hardship potentially resulting from debt recovery processes by:

- Suspending debt recovery processes whilst considering applications made under this policy;
- Giving consideration to acceptable payment arrangements to clear (wherever possible) rates debts prior to the end of the current financial year; and/or
- Where any interest charges on rates and service charges are imposed which may cause further financial hardship, consider applications to write off interest up to \$1,000.

Applications are required to meet the criteria and evidence requirements noted by this policy and are to be submitted in writing to the CEO.

The CEO will assess each application as required against relevant delegations, Council policies and legislation to finalise applications or escalate for consideration by Council as required.

CRITERIA

For consideration of alternate payment arrangements for outstanding rates and charges, the ratepayer is to submit their request in writing to the CEO to consider a payment arrangement to clear their debt (where possible) prior to the end of the current financial year.

For consideration of a write off of any interest on outstanding rates, the following conditions are all required to be met:

- The ratepayer is experiencing extreme and genuine financial hardship;
- The ratepayer had either no outstanding rates from a previous financial year or the ratepayer has an approved payment arrangement and continues to adhere to the terms of that agreement;
- The ratepayer's circumstances are supported by an original hardship letter from a qualified financial body (e.g. a fully accredited member of Financial Counsellors Association of Western Australia, CPA/ICA accounting firm or bank);
- The ratepayer is not a corporation or trustee;
- where the ratepayer is an individual that:
 - they are not bankrupt or subject to a bankruptcy petition; and
 - no revenue is being derived from the property the subject of the application;
- The maximum amount of interest to be written off is \$1,000;
- Write offs are applicable to interest on the ratepayer's principal place of residence or business only; and

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- The applicant must be the owner / occupier of the property and liable for payment of rates and charges.

EVIDENCE

Applications for financial hardship assistance must be made in writing to the CEO to substantiate the criteria noted in this policy, and supported by the following:

- Sufficient detail to identify the ratepayer and property which are the subject of the application;
- Original copy of extreme hardship letter from a qualified financial body (e.g. a fully accredited member of Financial Counsellors Association of Western Australia, CPA/ICA accounting firm or bank); and
- Where the applicant is not the owner of the property, evidence (such as executed lease agreement) to support liability for payment of rates and charges.

The CEO has authority to assess and determine an application, and provide exemption from provision of any part of the evidence required, where appropriate services are unavailable in Leonora, or are inaccessible to the applicant.

OUTCOMES OF DECISIONS

The Shire will notify ratepayers of the outcome of their application in writing at the earliest available opportunity. Where a ratepayer is aggrieved by the decision, they may request Council to consider the application. The decision of Council will be final.

AMENDMENTS TO THIS POLICY

Amendments to this policy require a simple majority decision of council.

POLICY HISTORY

Policy adopted	19 May 2020	Note: Formerly COVID-19 Financial Hardship Policy
Policy amended	21 November 2023	
Policy amended	18 November 2025	

PREVIOUS POLICY:

Policy No. A.2.17 (to 21 November 2023)

A.2.12 COMMUNITY GRANT POLICY

OBJECTIVE

The objective of this Policy is to provide a framework for the Community Grants scheme, through which the Shire provides direct financial assistance to individuals, organisations, and community groups for initiatives relevant to the Shire of Leonora community.

POLICY STATEMENT

Community Grants provide financial assistance to facilitate programs, activities, and events, as well as supporting individual pursuits in education and recreation. The funding is designed to assist individuals, groups, and organisations to directly benefit the wider Leonora community.

GRANT CATEGORIES

CEO SUPPORT GRANTS

A discretionary support fund for individual pursuits or small community-based events i.e. financial assistance for travel to compete in sporting events outside of Leonora, or to provide food for a one-off event facilitated by a community group not already funded through the grants scheme.

Frequency:

- Once per person/group, per annum

Amount:

- Up to \$1,000.00 per application
- Maximum of \$20,000.00 per annum for all applications

Eligibility:

- Current resident of the Shire of Leonora
- At least six months continuous residence

COMMUNITY GRANTS ROUND

A competitive grant round supporting community and sporting organisations in the Shire of Leonora.

Frequency:

- Once per annum

Amount:

- Between \$500.00 and \$10,000.00 per application
- Maximum of \$60,000.00 per annum for all applications

Eligibility:

- Organisation or group must be based in, or provide direct benefit to, the Shire of Leonora community, by providing support, services, events, and/or activities directly to the Leonora community.

Dedicated funding for locally delivered programs and events that provide significant benefit to the community, and/or contribute to achieving Shire of Leonora objectives. The recipients and value of contributions thereto will be determined and approved by Council annually as part of the budget review process.

Frequency:

- Annual

Amount:

- As determined by Council during the annual budget adoption

Eligibility:

- Program/initiatives identified by Council as providing significant benefit to the community, and/or contributing to achieving Shire of Leonora objectives.

APPLICATION PROCESS

Annual Programs & Events are determined by Council.

All other applications are to be made by completing the Community Grant Application form, either online at or in hard copy.

Applications can be lodged via:

- Online
www.leonora.wa.gov.au
- Email
cdo@leonora.wa.gov.au
Subject: Community Grant Application
- Post
Shire of Leonora
Community Grant Applications
PO Box 56
LEONORA WA 6438
- In Person
Shire of Leonora
Lot 16 Tower
LEONORA WA 6438

AMENDMENTS TO THIS POLICY

Amendments to this policy require an absolute majority decision of council.

POLICY HISTORY

Policy adopted	19 May 2020	Note: Formerly COVID-19 Financial Hardship Policy
Policy amended	17 September 2024	
Policy reviewed	18 November 2025	

PREVIOUS POLICY:

Policy No. A.2.17 (to 21 November 2023)

3. Human Resources

A.3.1 GRATUITY PAYMENTS

OBJECTIVE

To set out circumstances when an employee who is ceasing employment with the Shire may be paid an amount in addition to their entitlements under an award, workplace agreement or contract of employment, in accordance with the requirements of Section 5.50 of the *Local Government Act 1995*.

POLICY STATEMENT

It is the policy of Council not to make a payment or to give a good or service to an employee at the completion of their service with the Shire, irrespective of the employee's length of service with the Shire.

AMENDMENTS TO THIS POLICY

Amendments to this policy require a simple majority decision of council.

POLICY HISTORY

Policy adopted	17 February 1998
Policy amended	21 November 2023
Policy reviewed	18 November 2025

PREVIOUS POLICY:

Policy No. A.3.1 (to 21 November 2023)

A.3.2 STRATEGIC WORK, HEALTH AND SAFETY (WHS)

OBJECTIVE

This policy documents Council's commitment to Work, Health and Safety (WHS), to ensure that adequate training, resources and risk mitigation strategies are made available to comply with the Council's legal WHS obligations and provide a safe working environment for all Shire Workers (workers as defined by legislation).

The Council recognises to achieve these goals, we need the positive involvement and commitment of all levels of management and employees alike to support a positive safety culture.

The Council strives for safety excellence in all that we do and recognises to achieve these goals there shall be positive commitment at all levels from management to employees.

POLICY STATEMENT

This policy applies to all workers as defined in the *Work Health Safety Act (WA) 2020* (WHS Act). Workers means all employees, contractors, volunteers and visitors at all Shire sites and locations.

The Shire of Leonora is committed to:

- Maintaining a positive safety culture, that strives toward zero harm in preventable injuries, illness and incidents to employees as defined by the WHS Act through the implementation of procedures that articulate key measurable objectives and targets;
- Demonstrating safety leadership behaviours at all levels of the Council, emphasising the drive for continuous improvement and fostering a no blame reporting culture;
- Ensuring management will actively consult with employees on WHS matters by engaging in discussions regarding proposed WHS policies and procedures, gather feedback from employees, incorporate valid suggestions, and provide clear explanations to workers about the outcomes of their input;
- Provide and maintain a working environment, plant and systems of work, to minimise exposure to hazards by workers;
- Ensuring risk management in accordance with adopted Council policy that underpins WHS activities in the workplace;
- Provide transparent and accessible access to all required WHS information to all Workers;
- Provide the required competency-based training aligned to the workers role;
- Providing an annual Shire WHS Induction to all employees;
- Ensure all appropriate supervision will be provided by competent workers;
- Actively support workers psychosocial health and a positive work culture;
- Recognise and celebrate contributions to excellence in WHS performance;
- Encourage and support workers to promote positive safety outcomes;
- Establish a recognised WHS Committee of Management and workers to manage WHS and report to the Council on progress via the Audit and Risk Committee; and
- Ensure the WHS Committee gather and consider changes to this policy, which will be recommended to Council.

AMENDMENTS TO THIS POLICY

Amendments to this policy require a simple majority decision of Council.

POLICY HISTORY

Policy adopted	16 December 2011
Policy amended	21 November 2023
Policy reviewed	18 November 2025

Note: Formerly Occupational Health and Safety

PREVIOUS POLICY:

Policy No. A.3.5 (to 21 November 2023)

A.3.3 TEMPORARY EMPLOYMENT OR APPOINTMENT OF A CHIEF EXECUTIVE OFFICER

OBJECTIVE

To provide for the employment of a Chief Executive Officer (CEO) for periods of less than one year, and to provide for the appointment of a suitably qualified Acting CEO during limited absences of the CEO, in accordance with the provisions of the *Local Government Act 1995* (LG Act).

This policy has been prepared to comply with the legislative requirements regarding the appointment of an Acting CEO or Temporary CEO.

POLICY STATEMENT

When the CEO is on planned or unplanned leave, for a period of five (5) days or more, or the CEO's employment with the Shire has ended, an Acting CEO or Temporary CEO is to be appointed in accordance with this policy to fulfil the functions and perform the duties of CEO under the LG Act or any other written law.

Council is to:

- Make appointments under which a suitable qualified employee is to act in the position of CEO for a term not exceeding one year; or
- Employ and other suitably qualified person to act in the position of CEO for a term not exceeding one year.

In these circumstances any higher duties increase/provision in the salary of an employee, or remuneration to be paid to a person, as Acting CEO, will be determined giving consideration to limitations imposed through determination issued by the Salaries and Allowances Tribunal.

Appointment of an Acting CEO is to consider the principles and merits provided by legislation as well as determining if the person is 'suitable qualified' to act as CEO for the Shire.

Council may terminate, by resolution, appointment of an Acting CEO following consideration of relevant advice.

In accordance with Section 5.36(2)(a) of the LG Act, the Council has determined the person appointed as the permanent Deputy CEO is considered suitably qualified to act in the role of CEO as included within this policy.

AMENDMENTS TO THIS POLICY

Amendments to this policy require an absolute majority decision of council.

RELEVANT DOCUMENTATION

- *Local Government Act 1995*
- *Local Government Administration Regulations 1996*
- Shire of Leonora Policy A.3.7 CEO Standards for Recruitment, Performance and Termination

POLICY HISTORY

Policy adopted	16 December 2011
Policy amended	18 February 2020
Policy amended	18 May 2021
Policy amended	18 October 2022
Policy amended	21 November 2023
Policy amended	13 December 2024
Policy reviewed	18 November 2025

PREVIOUS POLICY:

Policy No. A.3.6 (to 21 November 2023)

A.3.4 PUBLIC INTEREST DISCLOSURE

OBJECTIVE

To facilitate the reporting of public interest information and provide protection for those who report this information under the *Public Disclosure Act 2003*.

POLICY STATEMENT

The Shire of Leonora:

- a) does not tolerate corrupt or other improper conduct, including mismanagement of public resources, in the exercise of the public functions of the Shire of Leonora, by its members, employees or contractors;
- b) is committed to the aims and objectives of the *Public Interest Disclosure Act 2003*.
- c) strongly supports disclosures being made by Council Members, Committee Members or employees as to corrupt or other improper conduct.
- d) will take all reasonable steps to provide protection to Council Members, Committee Members and employees who make disclosures from any detrimental action in reprisal for the making of a public interest disclosure.
- e) does not tolerate any of its Council Members, Committee Members, employees or contractors engaging in acts of victimisation or reprisal against those who make public interest disclosures.

Council Members, Committee Members and employees are encouraged to contact the Shire of Leonora's nominated Public Interest Disclosure Officer(s) to be assisted on their disclosure and to lodge completed Public Interest Disclosure forms.

A person who makes an appropriate disclosure of public interest information to the Shire of Leonora's nominated Public Interest Disclosure Officer in accordance with section 5 of the *Public Interest Disclosure Act 2003* is ensured protection under section 13 as outlined below:

- a) incurs no civil or criminal liability for doing so.
- b) is not, for doing so, liable:
 - i) to any disciplinary action under a written law;
 - ii) to be dismissed;
 - iii) to have his or her services dispensed with or otherwise terminated; or
 - iv) for any breach of duty of secrecy or confidentiality or any other restriction on disclosure (whether or not imposed by a written law) applicable to the person.

AMENDMENTS TO THIS POLICY

Amendments to this policy require a simple majority decision of council.

POLICY HISTORY

Policy adopted	19 February 2019
Policy amended	21 November 2023
Policy reviewed	18 November 2025

PREVIOUS POLICY:

Policy No. A.3.19 (to 21 November 2023)

A.3.5 STANDARDS FOR CEO RECRUITMENT, PERFORMANCE AND TERMINATION

OBJECTIVE

To provide for the employment of a Chief Executive Officer for a term exceeding one year in accordance with legislation and the model standards for CEO Recruitment, performance and termination specified in section 5.39A of the *Local Government Act 1995*.

This Policy is adopted in accordance with section 5.39B of the *Local Government Act 1995*

POLICY STATEMENT

Where recruitment, performance reviews and/or termination of a Chief Executive Officer is to occur, the Shire of Leonora will be bound by the Standards for CEO Recruitment, Performance (The Standards), and Termination as detailed below, as well as any conditions noted in other adopted policy and procedure documents.

STANDARDS FOR CEO RECRUITMENT, PERFORMANCE AND TERMINATION

DIVISION 1 — PRELIMINARY PROVISIONS

1. **Citation**
These are the *Shire of Leonora* Standards for CEO Recruitment, Performance and Termination.
2. **Terms used**
 - (1) In these standards —
Act means the Local Government Act 1995;
additional performance criteria means performance criteria agreed by the local government and the CEO under clause 16(1)(b);
applicant means a person who submits an application to the local government for the position of CEO;
contract of employment means the written contract, as referred to in section 5.39 of the Act, that governs the employment of the CEO;
contractual performance criteria means the performance criteria specified in the CEO's contract of employment as referred to in section 5.39(3)(b) of the Act;
job description form means the job description form for the position of CEO approved by the local government under clause 5(2);
local government means the *Shire of Leonora*;
selection criteria means the selection criteria for the position of CEO determined by the local government under clause 5(1) and set out in the job description form;
selection panel means the selection panel established by the local government under clause 8 for the employment of a person in the position of CEO.
 - (2) Other terms used in these standards that are also used in the Act have the same meaning as they have in the Act, unless the contrary intention appears.

DIVISION 2 – STANDARDS FOR RECRUITMENT OF CEOs

3. Overview of Division

This Division sets out standards to be observed by the local government in relation to the recruitment of CEOs.

4. Application of Division

- (1) Except as provided in subclause (2), this Division applies to any recruitment and selection process carried out by the local government for the employment of a person in the position of CEO.
- (2) This Division does not apply —
 - (a) if it is proposed that the position of CEO be filled by a person in a class prescribed for the purposes of section 5.36(5A) of the Act; or
 - (b) in relation to a renewal of the CEO's contract of employment, except in the circumstances referred to in clause 13(2).

5. Determination of selection criteria and approval of job description form

- (1) The local government must determine the selection criteria for the position of CEO, based on the local government's consideration of the knowledge, experience, qualifications and skills necessary to effectively perform the duties and responsibilities of the position of CEO of the local government.
- (2) The local government must, by resolution of an absolute majority of the council, approve a job description form for the position of CEO which sets out —
 - (a) the duties and responsibilities of the position; and
 - (b) the selection criteria for the position determined in accordance with subclause (1).

6. Advertising requirements

- (1) If the position of CEO is vacant, the local government must ensure it complies with section 5.36(4) of the Act and the *Local Government (Administration) Regulations 1996* regulation 18A.
- (2) If clause 13 applies, the local government must advertise the position of CEO in the manner referred to in the *Local Government (Administration) Regulations 1996* regulation 18A as if the position was vacant.

7. Job description form to be made available by local government

If a person requests the local government to provide to the person a copy of the job description form, the local government must —

- (a) inform the person of the website address referred to in the Local Government (Administration) Regulations 1996 regulation 18A(2)(da); or
- (b) if the person advises the local government that the person is unable to access that website address —
 - (i) email a copy of the job description form to an email address provided by the person; or
 - (ii) mail a copy of the job description form to a postal address provided by the person.

8. Establishment of selection panel for employment of CEO

- (1) In this clause —

independent person means a person other than any of the following —

 - (a) a council member;
 - (b) an employee of the local government;
 - (c) a human resources consultant engaged by the local government.

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- (2) The local government must establish a selection panel to conduct the recruitment and selection process for the employment of a person in the position of CEO.
- (3) The selection panel must comprise —
 - (a) council members (the number of which must be determined by the local government); and
 - (b) at least 1 independent person.

9. Recommendation by selection panel

- (1) Each applicant's knowledge, experience, qualifications and skills must be assessed against the selection criteria by or on behalf of the selection panel.
- (2) Following the assessment referred to in subclause (1), the selection panel must provide to the local government —
 - (a) a summary of the selection panel's assessment of each applicant; and
 - (b) unless subclause (3) applies, the selection panel's recommendation as to which applicant or applicants are suitable to be employed in the position of CEO.
- (3) If the selection panel considers that none of the applicants are suitable to be employed in the position of CEO, the selection panel must recommend to the local government —
 - (a) that a new recruitment and selection process for the position be carried out in accordance with these standards; and
 - (b) the changes (if any) that the selection panel considers should be made to the duties and responsibilities of the position or the selection criteria.
- (4) The selection panel must act under subclauses (1), (2) and (3) —
 - (a) in an impartial and transparent manner; and
 - (b) in accordance with the principles set out in section 5.40 of the Act.
- (5) The selection panel must not recommend an applicant to the local government under subclause (2)(b) unless the selection panel has —
 - (a) assessed the applicant as having demonstrated that the applicant's knowledge, experience, qualifications and skills meet the selection criteria; and
 - (b) verified any academic, or other tertiary level, qualifications the applicant claims to hold; and
 - (c) whether by contacting referees provided by the applicant or making any other inquiries the selection panel considers appropriate, verified the applicant's character, work history, skills, performance and any other claims made by the applicant.
- (6) The local government must have regard to, but is not bound to accept, a recommendation made by the selection panel under this clause.

10. Application of cl. 5 where new process carried out

- (1) This clause applies if the local government accepts a recommendation by the selection panel under clause 9(3)(a) that a new recruitment and selection process for the position of CEO be carried out in accordance with these standards.
- (2) Unless the local government considers that changes should be made to the duties and responsibilities of the position or the selection criteria —
 - (a) clause 5 does not apply to the new recruitment and selection process; and
 - (b) the job description form previously approved by the local government under clause 5(2) is the job description form for the purposes of the new recruitment and selection process.

11. Offer of employment in position of CEO

Before making an applicant an offer of employment in the position of CEO, the local government must, by resolution of an absolute majority of the council, approve —

- (a) the making of the offer of employment to the applicant; and
- (b) the proposed terms of the contract of employment to be entered into by the local government and the applicant.

12. Variations to proposed terms of contract of employment

- (1) This clause applies if an applicant who is made an offer of employment in the position of CEO under clause 11 negotiates with the local government a contract of employment (the negotiated contract) containing terms different to the proposed terms approved by the local government under clause 11(b).
- (2) Before entering into the negotiated contract with the applicant, the local government must, by resolution of an absolute majority of the council, approve the terms of the negotiated contract.

13. Recruitment to be undertaken on expiry of certain CEO contracts

- (1) In this clause —

commencement day means the day on which the *Local Government (Administration) Amendment Regulations 2021* regulation 6 comes into operation.

- (2) This clause applies if —

- (a) upon the expiry of the contract of employment of the person (the incumbent CEO) who holds the position of CEO —
 - (i) the incumbent CEO will have held the position for a period of 10 or more consecutive years, whether that period commenced before, on or after commencement day; and
 - (ii) a period of 10 or more consecutive years has elapsed since a recruitment and selection process for the position was carried out, whether that process was carried out before, on or after commencement day;

and

- (b) the incumbent CEO has notified the local government that they wish to have their contract of employment renewed upon its expiry.

- (3) Before the expiry of the incumbent CEO's contract of employment, the local government must carry out a recruitment and selection process in accordance with these standards to select a person to be employed in the position of CEO after the expiry of the incumbent CEO's contract of employment.
- (4) This clause does not prevent the incumbent CEO's contract of employment from being renewed upon its expiry if the incumbent CEO is selected in the recruitment and selection process referred to in subclause (3) to be employed in the position of CEO.

14. Confidentiality of information

The local government must ensure that information provided to, or obtained by, the local government in the course of a recruitment and selection process for the position of CEO is not disclosed, or made use of, except for the purpose of, or in connection with, that recruitment and selection process.

DIVISION 3 — STANDARDS FOR REVIEW OF PERFORMANCE OF CEOs

15. Overview of Division

This Division sets out standards to be observed by the local government in relation to the review of the performance of CEOs.

16. Performance review process to be agreed between local government and CEO

- (1) The local government and the CEO must agree on —
 - (a) the process by which the CEO's performance will be reviewed; and
 - (b) any performance criteria to be met by the CEO that are in addition to the contractual performance criteria.
- (2) Without limiting subclause (1), the process agreed under subclause (1)(a) must be consistent with clauses 17, 18 and 19.
- (3) The matters referred to in subclause (1) must be set out in a written document.

17. Carrying out a performance review

- (1) A review of the performance of the CEO by the local government must be carried out in an impartial and transparent manner.
- (2) The local government must —
 - (a) collect evidence regarding the CEO's performance in respect of the contractual performance criteria and any additional performance criteria in a thorough and comprehensive manner; and
 - (b) review the CEO's performance against the contractual performance criteria and any additional performance criteria, based on that evidence.

18. Endorsement of performance review by local government

Following a review of the performance of the CEO, the local government must, by resolution of an absolute majority of the council, endorse the review.

19. CEO to be notified of results of performance review

After the local government has endorsed a review of the performance of the CEO under clause 18, the local government must inform the CEO in writing of —

- (a) the results of the review; and
- (b) if the review identifies any issues about the performance of the CEO — how the local government proposes to address and manage those issues.

DIVISION 4 — STANDARDS FOR TERMINATION OF EMPLOYMENT OF CEOs

20. Overview of Division

This Division sets out standards to be observed by the local government in relation to the termination of the employment of CEOs.

21. General principles applying to any termination

- (1) The local government must make decisions relating to the termination of the employment of a CEO in an impartial and transparent manner.
- (2) The local government must accord a CEO procedural fairness in relation to the process for the termination of the CEO's employment, including —
 - (a) informing the CEO of the CEO's rights, entitlements and responsibilities in relation to the termination process; and
 - (b) notifying the CEO of any allegations against the CEO; and

- (c) giving the CEO a reasonable opportunity to respond to the allegations;
and
- (d) genuinely considering any response given by the CEO in response to the allegations.

22. Additional principles applying to termination for performance related reasons

- (1) This clause applies if the local government proposes to terminate the employment of a CEO for reasons related to the CEO's performance.
- (2) The local government must not terminate the CEO's employment unless the local government has —
 - (a) in the course of carrying out the review of the CEO's performance referred to in subclause (3) or any other review of the CEO's performance, identified any issues (the performance issues) related to the performance of the CEO; and
 - (b) informed the CEO of the performance issues; and
 - (c) given the CEO a reasonable opportunity to address, and implement a plan to remedy, the performance issues; and
 - (d) determined that the CEO has not remedied the performance issues to the satisfaction of the local government.
- (3) The local government must not terminate the CEO's employment unless the local government has, within the preceding 12 month period, reviewed the performance of the CEO under section 5.38(1) of the Act.

23. Decision to terminate

Any decision by the local government to terminate the employment of a CEO must be made by resolution of an absolute majority of the council.

24. Notice of termination of employment

- (1) If the local government terminates the employment of a CEO, the local government must give the CEO notice in writing of the termination.
- (2) The notice must set out the local government's reasons for terminating the employment of the CEO.

AMENDMENTS TO THIS POLICY

Amendments to this policy require an absolute majority decision of council.

RELEVANT DOCUMENTATION

- *Local Government Act 1995*
- *Local Government (Administration) Regulations 2021 (CEO Standards)*
- *Local Government (Model Code of Conduct) Regulations 2021*
- *Local Government Regulations Amendment (Employee Code of Conduct) Regulations 2021*
- Shire of Leonora CEO Standards for Recruitment, Performance and Termination

POLICY HISTORY

Policy adopted	18 October 2022
Policy amended	21 November 2023
Policy reviewed	18 November 2025

PREVIOUS POLICY:

Policy No. A.3.23 (to 21 November 2023)

(C) COMMUNITY SERVICES

C.4.1 MUSEUM COLLECTIONS POLICY

OBJECTIVE

To guide the management and development of heritage collections for Gwalia and the Shire of Leonora Museum collections in working toward best practice initiatives to conserve, explore and share the cultural heritage of Gwalia and the Shire of Leonora.

POLICY STATEMENT

To assist with achieving policy objectives, the CEO will implement and maintain procedures and controls to:

- Preserve key themes and storylines to provide a focussed structure for collections;
- Integrate and manage cultural heritage collections to industry standards;
- Interpret Gwalia to engage and inform visitors about life and mining in Gwalia in the context of Western Australian and Australian history, and particularly the history of the immediate region;
- Interpret Leonora to engage and inform visitors about life in Leonora in the context of Western Australian and Australian history, and particularly the history of the immediate region;
- Be a repository for items directly relating to Indigenous people's lives and their stories, pastoral activities and management, towns and settlements including domestic life and commercial enterprises at Leonora since 1896, together with recognition of the people and stories behind the collection;
- Be a repository for items directly relating to mining activities (exploration, extraction, processing, rehabilitation and management), domestic life and commercial enterprises at Gwalia since 1896, together with recognition of the people and stories behind the collection;
- Provide a research and educational resource for the public;
- Be a repository for items relating to the wider Leonora area, including the town of Leonora, until such time as it is determined they should be transferred elsewhere. This collection will be called the Regional Leonora Collection to distinguish it from the Gwalia Collection; and
- Manage acquisitions, loans, access, conservation, disposal and de-accessioning and disaster preparedness relating to collections.

AMENDMENTS TO THIS POLICY

Amendments to this policy require an absolute majority decision of council.

POLICY HISTORY

Policy adopted	17 December 2012
Policy amended	28 September 2021
Policy amended	21 November 2023
Policy amended	18 November 2025

PREVIOUS POLICY:

Policy No. C.4.5 and C.4.6 (to 21 November 2023)

C.4.2 AGEING IN PLACE VILLAGE

OBJECTIVE

The Ageing in Place accommodation units provide fit-for-purpose rental accommodation options for older members of the community to support the ongoing independence and health of residents as part of an age-friendly community. This document outlines the procedures for providing, assessing, and managing tenancy applications.

The Shire aims to ensure the process is fair, equitable, and transparent.

POLICY STATEMENT

The Shire of Leonora will provide housing to residents based on the following criteria:

- 1) Be an Australian citizen or permanent resident and able to prove your identity.
- 2) Live in Western Australia and have a connection with the broader Leonora community.
- 3) Not earn in excess of the income set out under the National Rental Affordability Scheme (as per the *Community Housing Income and Asset Limits (CHIAL) Policy 2020*).
- 4) Not hold assets in excess of the amounts set out in the National Rental Affordability Scheme (as per the CHIAL).
- 5) Not be the owner or part-owner of property in Leonora that constitutes another viable housing option.
- 6) At least one applicant must be over the age of 65 or over the age of 55 for people who identify as Aboriginal or Torres Strait Islander.

The Shire of Leonora shall allocate units within the ageing in place village in alignment to the Community Housing Income and Asset Limits (CHIAL) Policy 2020.

The units are offered on the following basis:

- In accordance with the terms and conditions as outlined in the Residential Tenancies Act.
- All written tenancy agreements must be done using the Residential Tenancy Agreement.
- The units are on a weekly rental basis with a bond of 4 weeks' rent being applicable.
- The rent is reviewed annually and is set by the Council as part of the Annual Fees and Charges.
- Tenants are liable for power and water usage and are sub-metered.
- All telecommunications are between the tenant and the supplier of their choice.
- All building maintenance is to be performed by the Shire.
- The gardens are to be maintained by the tenant.
- If applicable, tenants shall agree to abide by a community code of conduct.

Vacant units shall be advertised in accordance with Shire of Leonora procedures for Public Notices.

A completed application and proof of identity shall be provided by the application cut-off period. Applications will be assessed against the following assessment process:

1. Social and Affordable Housing Eligibility
 - Are you eligible for Social (Band A) or Affordable (Band B) Housing Income Eligibility Limits?
 -
2. Residential Status/Community Involvement
 - How long have you resided in the Shire of Leonora?
 - Are you currently or have you in the past actively participated in community groups, events and/or enabled others to get involved within your community?
3. Health and Care Requirements
 - Do you qualify for government-funded aged care services?
 - Are you in poor health and require more complex care/been admitted to hospital in the last 6 months?

The intention of the assessment is to ensure the special-purpose housing is provided to community members in greatest need. This includes low-income, locally based, and health/care requirements.

Additional information shall also be assessed on a case-by-case basis, such as the absence of similar accommodation options in Menzies, Kookynie, and Laverton, the real estate market in remote locations, and a recommendation of the Director of Nursing/GP/Community Health Clinic (within privacy parameters).

The CEO has authority to appoint a caretaker for the Ageing in Place accommodation units.

AMENDMENTS TO THIS POLICY

Amendments to this policy require a simple majority decision of council.

POLICY HISTORY

Policy amended	16 May 2023
Policy amended	21 November 2023
Policy amended	18 November 2025

PREVIOUS POLICY:

Policy No. C.4.7 (to 21 November 2023)

(M) MEMBERS

M.5.1 EVENTS – COUNCIL MEMBERS’ AND CHIEF EXECUTIVE OFFICER ATTENDANCE AND REPRESENTATION

OBJECTIVE

This policy addresses attendance at events, including concerts, conferences, functions or sporting events, whether free of charge, part of a sponsorship agreement, or paid by the local government. The purpose of the policy is to provide transparency about the attendance at events of Council Members and Chief Executive Officers. This policy should be read in conjunction with *Section 5.90A of the Local Government Act 1995* (LG Act), and any associated prescribed requirements.

Attendance at an event in accordance with this policy will exclude the event attendee from the requirement to disclose an interest if the event ticket is above the prescribed amount and the donor has a matter before council.

POLICY STATEMENT

To enable council to actively consider the purpose of and benefits to the community from attendance at events by elected members and the chief executive officer (CEO) of the Shire. Invitations / tickets to an event provided to an individual (rather than the Shire) are to be treated as a gift and disclosed as required.

1. ENTERTAINMENT EVENTS

Where there is an event of a commercial nature (i.e. ticketed events where a member of the public is required to pay to attend) such as concerts or sporting events, this policy provides for how invitations to events are to be managed.

If attendance by the Chief Executive Officer or elected member/s at an entertainment event is considered in the best interest of the Shire, the Chief Executive Officer will prepare details for council to consider and make a decision on attendance at that event as detailed within the ‘Approval of Attendance’ sections of this policy.

2. NON-ENTERTAINMENT EVENTS

Where there is an event of a commercial nature (i.e. ticketed events where a member of the public is required to pay to attend) such as conferences or seminars, this policy provides for how invitations to events are to be managed.

If attendance by the Chief Executive Officer or elected member/s at a commercial non-entertainment event is considered in the best interest of the Shire, the Chief Executive Officer will prepare details for council to consider and make a decision on attendance at that event as detailed within the ‘Approval of Attendance’ sections of this policy.

3. COMMUNITY / LOCAL EVENTS

A community / local event is defined as an event held within the district, is open to all members of the general public and where members of the public are not required to pay to attend the event, Invitations received by Council Members and / or the Chief Executive Officer to

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community/local events (including where to attend in an official capacity to perform civic functions) are included as a 'Preauthorised Event' within this policy.

4. PROVISION OF TICKETS TO EVENTS

- All invitations for an Elected Member or Chief Executive Officer to attend an event shall be in writing and addressed to the Shire of Leonora.
- Any invitation not provided to the Shire of Leonora is not captured by this policy and must be disclosed in accordance with the gift and interest provisions in the LG Act.
- A list of preauthorised events and attendees is included under the heading 'Preauthorised Events'.

5. APPROVAL OF ATTENDANCE – GENERAL

The Chief Executive Officer will prepare an agenda item for council to consider, relating to attendance at events, detailing the following information:

- Who is providing the ticket to the event (the organiser of the event or a third party);
- The location of the event in relation to the local government (within the district or out of the district);
- The role of the Elected Member and Chief Executive Officer when attending the event (participant, observer, presenter);
- Whether the event is sponsored by the local government;
- The benefit to the district of council representation at the event;
- Which elected member and / or officer should be authorised to attend event; and
- The cost to attend the event and availability of funding within adopted annual budget.

Decisions to attend events in accordance with this policy will be made by simple majority.

6. APPROVAL OF ATTENDANCE – SHORT NOTICE

Where the timing of receipt of an invitation and the event itself does not provide an opportunity for council to consider attendance at an event (such as when received at short notice), the Chief Executive Officer shall:

- Prepare an agenda item in accordance with 'Approval of Attendance – General' and circulate to the council via email;
- Email correspondence is to set a reasonable period of notice for Council Members to respond (not less than 24 hours);
- If no objections are raised within the set notice period by an elected member to the Chief Executive Officer, it will be taken by the Chief Executive Officer the elected member agrees with the recommendation;
- Decision to attend events at short notice will be made once agreement has been received from a simple majority of all Council Members; and
- Decision is to be presented for noting at the next ordinary meeting of council.

The council may also approve attendance to an event to another Elected Member or the Chief Executive Officer or another officer after a decision has been made, by a circular email from the Chief Executive Officer explaining the proposed change. The subsequent process shall be as described at (b), (c) and (d) above.

7. PAYMENTS IN RESPECT OF ATTENDANCE

For an invitation to attend an event where a ticket is provided with no charge, the local government may contribute to appropriate expenses for attendance, such as travel and accommodation, for events outside the district.

For any events where a member of the public is required to pay, unless listed under heading 'Preauthorised Events', the council will determine whether it is in the best interests of the local government for an Elected Member or the Chief Executive Officer to attend on behalf of the council.

If the council determine that an Elected Member and the Chief Executive Officer should attend a paid event, the local government will pay the cost of the ticket and appropriate expenses, such as travel and accommodation for events outside the district, and the cost of the ticket for events within the district.

Any ticket purchased or additional travel / accommodation costs for the partner or family member of the local government representative will not be paid for by the local government.

8. PREAUTHORISED EVENTS

- Australian and Western Australian Local Government events
- Official invitations to events hosted by Clubs and Not for Profit Organisations within Shire of Leonora
- Meetings of Clubs or organisations within the Shire of Leonora
- Shire hosted ceremonies and functions
- Shire hosted events with employees
- Shire hosted tournaments
- Events run by schools within Shire of Leonora
- Cultural events/festival/art exhibitions
- Major professional bodies associated with local government at a local, state and federal level
- Opening or launch of an event or facility with the Shire of Leonora
- Recognition of Service events
- Where President or Chief Executive Officer representation has been formally requested
- Events run by Local, State or Federal Government

AMENDMENTS TO THIS POLICY

Amendments to this policy require an absolute majority decision of council, and the amended policy is to be published on the Shire's official website.

POLICY HISTORY

Policy amended	16 December 2011
Policy amended	18 February 2020
Policy amended	21 November 2023
Policy reviewed	18 November 2025

PREVIOUS POLICY:

Policy No. M.5.1 (to 21 November 2023)

M.5.2 CONFERENCES – MEMBERS’ TRAVEL AND ACCOMMODATION EXPENSES

OBJECTIVES

To determine the travel and accommodation expenses payable in respect of members of the Council travelling on official Shire business (e.g. conferences, seminars, study tours, conventions).

POLICY STATEMENT

Members of the Council travelling on official Shire business are to be reimbursed allowances and expenses in accordance with the provisions of determinations issued by the Salaries and Allowances Tribunal. All expenses relating to travel and accommodation must be deemed reasonable if subjected to scrutiny.

AMENDMENTS TO THIS POLICY

Amendments to this policy require a simple majority decision of council.

POLICY HISTORY

Policy amended	15 July 1997
Policy amended	16 December 2011
Policy amended	19 February 2019
Policy amended	17 November 2020
Policy amended	21 November 2023
Policy reviewed	18 November 2025

PREVIOUS POLICY:

Policy No. M.5.2 (to 21 November 2023)

M.5.3 ELECTED MEMBER MANDATORY AND ONGOING PROFESSIONAL DEVELOPMENT

OBJECTIVE

To ensure equitable access to mandatory and ongoing professional development and training opportunities to enable Council Members to fulfil their function and perform the duties required of them under the *Local Government Act 1995*.

POLICY STATEMENT

In recognition of the complexity and demands on elected member in undertaking their role, the Shire is committed to resourcing elected member to support them in performing their duties of office and to undertake mandatory training as required by legislation, other professional development training and to enable attendance at conferences relevant to their role.

This Policy should be read in conjunction with *Shire of Leonora Policy M.5.1 Events – ‘Council Members’ and Chief Executive Officer Attendance and Representation.*

To ensure each elected member is provided reasonable opportunity to participate in mandatory, as well as ongoing, professional development, a budget provision will be included annually for each elected member for planning purposes to meet the costs of registration, travel and accommodation for elected member professional development.

Professional development includes (but is not limited to):

- Mandatory Elected Member training as specified by legislation;
- Study tours
- West Australian Local Government Association and Australian Local Government Association conferences;
- Special ‘one off’ conferences called for or sponsored by the West Australian Local Government Association and/or Australian Local Government Association on important issues;
- Annual conferences of the major professions in local government and other institutions of relevance to local government activities;
- Municipal Training Service’s Councillor Induction Program;
- West Australian Local Government Association Elected Member Training and Development;
- Training relating to the role of elected member; and
- Other local government-specific training courses, workshops and forums, relating to such things as understanding the roles/responsibilities of Council Members, meeting procedures, etc.

1 APPROVAL OF ATTENDANCE

If attendance by elected member/s for professional development is considered in the best interest of the Shire, and where appropriate budget provision remains to facilitate attendance, the CEO will prepare details for council to consider for the relevant members attendance at the event as detailed within the ‘Approval of Attendance’ sections of this policy.

2 APPROVAL OF ATTENDANCE - GENERAL

The Chief Executive Officer will prepare an agenda item for council to consider, relating to attendance at professional development, detailing the following information:

- Who is providing the ticket to the professional development (the Shire, the organiser of the event or a third party);
- The location of the professional development in relation to the local government (within the district or out of the district);
- The role of the elected member, Chief Executive Officer when attending professional development (participant, observer, presenter);
- Whether the professional development is sponsored by the local government;
- The benefit to the district of council representation at the professional development;
- Which elected member and / or officer should be authorised to attend the professional development; and
- The cost to attend the professional development and availability of funding within adopted annual budget.

Decisions to attend events in accordance with this policy will be made by simple majority.

3 APPROVAL OF ATTENDANCE – SHORT NOTICE

Where the timing of receipt of an invitation and the professional development itself does not provide an opportunity for council to consider attendance at professional development (such as when received at short notice), the Chief Executive Officer shall:

- a) Prepare an agenda item in accordance with 'Approval of Attendance – General' and circulate to the council via email;
- b) Email correspondence is to set a reasonable period of notice for elected member to respond (not less than 24 hours);
- c) If no objections are raised within the set notice period by an Elected Member to the Chief Executive Officer, it will be taken by the Chief Executive Officer the elected member agrees with the recommendation;
- d) Decision to attend professional development at short notice will be made once agreement has been received from a simple majority of all Council Members; and
- e) Decision is to be presented for noting at the next ordinary meeting of council.

The council may also approve attendance to professional development to another elected member or the Chief Executive Officer or another officer after a decision has been made, by a circular email from the Chief Executive Officer explaining the proposed change. The subsequent process shall be as described at (b), (c) and (d) above.

4 PAYMENTS IN RESPECT OF ATTENDANCE

For an invitation to attend professional development where a ticket is provided with no charge, the local government may contribute to appropriate expenses for attendance, such as travel and accommodation, for events outside the district.

For any professional development where a member of the public is required to pay, the council will determine whether it is in the best interests of the local government for an elected member or the Chief Executive Officer to attend on behalf of the council.

If the council determine that an elected member and/or the Chief Executive Officer should attend a paid professional development event, the local government will pay the cost of the

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ticket and appropriate expenses, such as travel and accommodation for events outside the district, and the cost of the ticket for events within the district.

Any ticket purchased or additional travel / accommodation costs for the partner or family member of the local government representative is not paid for by the local government.

5 STUDY TOUR

A study tour is designed to enable elected member, (and staff) to travel intrastate, interstate and/or overseas to research and study specific issues fronting Council.

Details of study tours are to be arranged in advance so that suitable provision can be included in each year's budget. When no details of study tours have been arranged, or arrangements are incomplete, an appropriate amount may be included in the budget to cover the cost of an annual study tour.

Study tours will be considered with the following guidelines:

- The maximum attendance at any study tour is to be two elected members (and two staff);
- Attendance at a study tour shall only take place where there are appropriate funds provided in the annual budget; and
- A detailed report including recommendations on each study tour is to be submitted to Council for noting.

6 SPECIAL PROVISION

To provide an opportunity to network with Federal Ministers, Members of Parliament and/or Senior Departmental Officers on issues affecting the Shire, the Shire President (and the Chief Executive Officer), with the prior approval of Council, are to attend an appropriate interstate conference incorporating a visit to Canberra where possible on an annual basis.

7 BOOKING ARRANGEMENTS

Registration, travel and accommodation for elected members will be arranged through the Shire of Leonora administration office. In general, all costs including airfares, registration fees, and accommodation will be paid direct by the Shire.

8 EXTENT OF EXPENSES TO BE REIMBURSED

Expenses incurred with approved professional development in addition to booking arrangements paid by the Shire, may be reimbursed to elected member as set by the Salaries and Allowance Tribunal through a determination published in the Government Gazette from time to time and in accordance with statutory requirements.

Elected members will generally not be reimbursed for the cost of meals or refreshments for other people.

Expenses will generally be reimbursed from the time an elected member leaves home to attend an event to the time the elected member returns home. Should an elected member extend a visit by leaving prior to the time necessary to arrive for the event or return after the time at which the elected member could have returned following the event, reimbursements will be paid:

- For the days of the professional development event only; and

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- For the cost of travel to and from the airport to the accommodation to be used for the professional development event.

Where a visit is extended, as discussed above, an elected member may stay for the period of the extension in different accommodation to that used for the attendance at the professional development event. In such situations, the reimbursement of taxi fares will be to the estimated cost of travel between the professional development event's accommodation and the airport. The elected member will be required to pay any greater amount.

Where an elected member attends two professional development events and there is a gap of no more than two days between the conclusion of the first event and the start of the second event, the elected member shall be entitled to reasonable accommodation expenses and other allowable expenses during that 'gap' period. If the gap is greater than two days, only two days reimbursement can be claimed.

9 PAYMENT OF EXPENSES TO BE REIMBURSED

The extent to which an elected member can be reimbursed for intrastate and interstate travel and accommodation costs incurred in any of the circumstances referred to in regulation 32(1) of the *Local Government (Administration) Regulations 1996* is set by the *Salaries and Allowances Tribunal* through a determination published in the Government Gazette from time to time.

Nothing prevents an elected member from being reimbursed for any reasonable expense incurred whilst attending professional development events where an elected member produces receipts or other sufficient information for the total cost to support their claim.

Reasonable expenses may include but are not limited to:

- Meals and non-alcoholic beverages for the elected member only;
- Transport travel – taxi, Uber or public transport; and
- Entry fees.

10 CASH ADVANCES

The Shire will not pay cash advances to Council Members.

11 ELECTED MEMBER/DELEGATE ACCOMPANYING PERSON

Where an elected member is accompanied at a professional development event, all costs for or incurred by the accompanying person, including, but not limited to, travel, breakfast, meals, registration and/or participation in any event programs, are to be borne by the elected member / accompanying person and not by the Shire.

An accompanying person's registration, or accompanying person's program fee, is to be paid to the conference organiser, at time of registration. The Shire will administer the registration and payment process for the accompanying person if the relevant forms and payment are made to the Shire in advance for the accompanying person.

Where the Shire meets an account containing any expenditure or cost incurred on behalf of an accompanying person attending, such expenditure must be repaid to the Shire by the

elected member /accompanying person within 30 days of being invoiced for such expenditure following the conclusion of the professional development event.

12 GUIDELINES FOR CONFEREES AND TRAINING ATTENDANCE

Generally, no more than two Council Members may attend a particular Conference or Training event outside Western Australia at the same time. The Chief Executive Officer or Council may, however, approve attendance by more than two elected member if a particular purpose of need arises.

13 ATTENDANCE AT OVERSEAS CONFERENCES

An elected member may, with prior council approval, attend an overseas conference. The Council approval must include a specific council resolution indicating how the conference attendance will be of benefit to the Shire and the elected member and detailing any conditions applied.

14 REPORTING

Upon return from any professional development event as detailed within this policy, where registration and other associated costs are met by the Shire, the attending elected member is required to provide a written report on their attendance and the benefits to them and the Shire, to the Chief Executive Officer.

The Chief Executive Officer is to record these reports in a register to support required annual reporting required by legislation.

AMENDMENTS TO THE POLICY

Amendments to this policy require an absolute majority decision of Council. When preparing the policy or an amendment to the policy, the local government must comply with any prescribed requirements relating to the form or content of a policy under *Section 5.128 Local Government Act 1995*. A local government must review the policy after each ordinary election; and may review the policy at any other time.

POLICY HISTORY

Policy amended	18 February 2020
Policy amended	21 November 2023
Policy amended	18 November 2025

PREVIOUS POLICY:

Policy No. M.5.4 (to 21 November 2023)

(T) TECHNICAL SERVICES

T.6.1 BUILDING CONTROL - RELOCATED DWELLINGS

OBJECTIVE

To ensure that second hand dwellings are of a quality standard and do not impose negatively on the amenity of the area.

POLICY STATEMENT

This policy is to apply for any dwellings proposed for relocation into any part of the Shire.

All relocated dwellings are to comply with relevant provisions of the *Building Code of Australia*, *Public Health Act 2016* and *Town Planning Scheme*.

The dwellings are to be inspected by a Council Building Surveyor at the expense of the applicant (to be paid in advance) and a list of required work will be made. Alternatively, Council will consider a written report from the appropriate Local Authority Building Services Department or a Structural Engineer.

For the assessment of the proposed relocation, the Council requires the submission of a Building Licence Application, together with plans, site plans and photographs of the dwelling. The council may seek comment from adjoining and affected landowners.

If any approval is granted, the following additional requirements may be imposed, and applicants are to be advised accordingly:

1. The formal submission of an application for both a building licence and septic tank (where applicable).
2. The building is to be completely restumped.
3. The underside of the building is to be enclosed.
4. The exterior claddings, walls and roof are to be brought up to as new standard (this may entail brick veneering).
5. Council will consider the effect on surrounding properties and may require alterations to the design and site location so as to complement the surrounding properties.
6. The applicant will be required to complete all specified required works within 12 weeks of the relocated building being placed on site.
7. A bank guarantee to the value of \$5,000 will be required to be lodged with Council, which will be released when the work is either completed or on a pro rata basis and refunded at the discretion of the Building Surveyor
8. Asbestos to be removed prior to transporting the dwelling to the Shire.

AMENDMENTS TO THIS POLICY

Amendments to this policy require a simple majority decision of council.

POLICY HISTORY

Policy Adopted	15 July 1997
Policy amended	21 November 2023
Policy reviewed	18 November 2025

PREVIOUS POLICY:

Policy No. T.6.9 (to 21 November 2023)

T.6.2 CONDITIONS FOR SURFACE CLEARING AND DRILLING ACTIVITIES WITHIN THE LEONORA TOWNSITE

OBJECTIVE

To ensure minimal disruption occurs when clearing and drilling activities within the Leonora townsite are carried out.

POLICY STATEMENT

1. Drilling is to be conducted during daylight hours between the hours of 7.00am and 5.00pm excluding Sundays and Public Holidays.
2. The residents living within 500 metres of any drill site to be consulted prior to the commencement of any drilling.
3. The Department of Water and Environmental Regulations in regard to noise and dust are complied with.
4. Implementation of appropriate compliance audit to ensure compliance with *Department of Mines, Industry Regulation and Safety guidelines*, and other legislative requirements.
5. All drill holes on land to be developed are to be backfilled with sand.
6. Clearing lines of vegetation for access should be done after reasonable alternatives accesses have been considered. Where clearing is necessary, equipment blades are to be above ground level so as to minimise soil displacement and erosion potential.
7. Grid lines and crossings that have been cleared are to be closed off at the completion of the programme to prevent them being used as thoroughfare by vehicles. Cleared vegetative material can be used as a barrier for this purpose.
8. Damage to the environment is to be kept to a minimum.
9. Should groundwater be incepted whilst drilling, appropriate measure must be taken to contain the material being ejected/discharged (i.e., sumps, or tanks). Drilling must cease immediately upon the discharge of water until appropriate and approved containment facilities have been implemented.
10. Prevention of hydrocarbon discharge and removal with suitable remediation of all contaminated soils.
11. At the completion of any drilling, all drill holes are to be securely capped immediately and plugged below ground level (preferably with conical concrete plugs) within three months of completion of the approved drilling programme.
12. Within three months of completion of the approved drilling programme, all plastic bags, grid pegs and other artificial debris and waste are to be removed from the site and compacted areas ripped on the contour and seeded with locally occurring native flora species.

AMENDMENTS TO THIS POLICY

Amendments to this policy require a simple majority decision of council.

POLICY HISTORY

Policy Adopted	21 July 1997
Policy amended	21 November 2023
Policy reviewed	18 November 2025

PREVIOUS POLICY:

Policy No. T.6.11 (to 21 November 2023)

Version	Meeting Approval	Title / Item No.	Date
1	Historical Version	Various	Pre July 2023
2	OCM	New Policy Manual 2023	21 November 2023
3	OCM	New Policy A.2.11 – Christmas Closure Policy	20 August 2024
3	OCM	New Policy A.2.13 - Community Grants	17 September 2024
4	OCM	Review Policy A.3.4 – Temporary Employment of Appointment of a CEO	13 December 2024
5	OCM	Biennial Policy Manual Review	12 December 2025

[illegible]

10.0 REPORTS

10.2 CHIEF EXECUTIVE OFFICER REPORTS

10.2.(B) DELEGATION REGISTER REVIEW

SUBMISSION TO: Ordinary Council Meeting
Meeting Date: 12th December 2025

AGENDA REFERENCE: 10.2.(B) DEC 25

SUBJECT: Delegation Register Review

LOCATION/ADDRESS: Leonora

NAME OF APPLICANT: Not applicable

FILE REFERENCE: 1.40 Delegations and Council Policies

AUTHOR, DISCLOSURE OF ANY INTEREST AND DATE OF REPORT

NAME: Ty Matson

OFFICER: Chief Executive Officer

INTEREST DISCLOSURE: Nil

DATE: 13th November 2025

SUPPORTING DOCUMENTS:

1. Delegations Summary Worksheet 2025 - Attachment 1
2. DRAFT Register of Delegated Authority

BACKGROUND

The delegations included in the attached register allow officers to undertake day to day operational activities in the Shire without continual referral to Council. These delegations are often made subject to the confines of policy for direction in the decision-making process and alignment to the strategic objectives of Council.

A review of the Register of Delegations has been undertaken. Attached for information is a summary of the proposed changes (Attachment 1) to delegations, and the Register of Delegations as amended (Attachment 2) for consideration.

It is recommended that 6 new delegations are created. Five delegations are common and allow the CEO to give effect to functions in the Local Government Act. These are all enforcement type delegations considering matters such as seizure of goods and powers of entry.

A sixth new delegation proposes to allow the CEO to enter into minor leases, such as leasing office space at the CRC or a unit at the Bob Mastrovich Villas (Aging in Place).

Updates to the approval dates, version control and numbering will be carried out by the Shire administration following Council's endorsement, as required. Included in the Register of Delegations are sub delegations from the Chief Executive Officer to other officers. As these sub delegations are the responsibility of the delegated officer (i.e. the CEO) these will be further reviewed as required by the Chief Executive Officer to align with operational requirements.

STAKEHOLDER ENGAGEMENT

Not required

STATUTORY ENVIRONMENT

Local Government Act 1995 In considering delegations the following sections of the *Local Government Act 1995* are applicable: ·

Section 5.16 Delegation of some powers to certain committees ·

Section 5.17 Limits on delegation of powers and duties to certain committees · Section 5.18 Register of delegations to committees ·

Section 5.42 Limits on delegations to the CEO ·

Section 5.44 CEO may delegate powers and duties to other employees ·

Section 5.45 Other matters relevant to delegations under this division ·

Section 5.46 Register of, and records relevant to, delegations to the CEO and employees. There are also other pieces of legislation which allow for delegation in Western Australia in addition to the *Local Government Act 1995* including the *Public Health Act 2016*, *Health Act 1911*, *Planning and Development Act 2005* and *Building Act 2011* etc

POLICY IMPLICATIONS

There are no policy implications resulting from the recommendations of this report. The linkage between delegation and policy is documented where relevant.

FINANCIAL IMPLICATIONS

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

STRATEGIC IMPLICATIONS

Council Plan 2025 – 2035

Strategic Objective 4: Leadership – Provide strategic leadership and governance.

RISK MANAGEMENT

This item has been evaluated against the Shire of Leonora's Risk Management Strategy, Risk Assessment Matrix. The perceived level of risk is high prior to treatment, the progression of risk management activities aligned with the Risk Management Strategy will reduce the risk to low.

RECOMMENDATIONS

That Council adopt the delegations from Council to the CEO and other officers as included under 'Delegated to:' within the attached Register of Delegations (Attachment 2);

VOTING REQUIREMENT

Absolute Majority

COUNCIL DECISION

Moved: Cr NF Sprigg dos Santos

Seconded: Cr CA Cotterill

That Council adopt the delegations from Council to the CEO and other officers as included under 'Delegated to:' within the attached Register of Delegations (Attachment 2);

CARRIED BY ABSOLUTE MAJORITY (7 VOTES TO 0)

*For; Cr PJ Craig, Cr RA Norrie, Cr F Harris, Cr AE Taylor,
Cr TM Nardone, Cr CA Cotterill, Cr NF Sprigg dos Santos*

Shire of Leonora - Delegations Review - Summary of Changes November 2025			New Delegation No.
Delegation No - Name of Delegation	Suggested Action	Comment	
ADMINISTRATION			
A02 Contract Variations	Amend	Simple update to numbering & Record Keeping	A01
A03 Legal Advice - Representation	Amend	Simple update to numbering	A02
A04 Enforcements and Legal Proceedings	Amend	Simple update to numbering	A03
A05 Tenders	Amend	Simple update to numbering	A04
A06 Trade/Vendor Licences	Amend	Simple update to numbering	A05
A07 Appointment of Complaints Officer(S)	Amend	Simple update to numbering	A06
A08 Appointment of Caretaker - Ageing in Place Village	Amend	Simple update to numbering	A07
A08 Powers of entry	New	A new delegation to the CEO to allow execution of powers of entry under the Local Government Act.	
A09 Declaring a vehicle to be an abandoned vehicle wreck	New	A new delegation to the CEO to allow abandoned vehicles that have limited vehicles to be disposed of as abandoned vehicle wrecks.	
A10 Confiscated or uncollected goods	New	A new delegation to the CEO to exercise powers relating to the confiscation, collection and disposal of goods.	
A11 Disposal of sick or injured impounded animals	New	A new delegation to the CEO to allow for the disposal of sick and injured animals through veterinary care or destruction.	
A12 Authorised persons to perform specified functions under the Local Government Act	New	A new delegation to the CEO to appoint and revoke employees as Authorised Officers	
BUILDING			
B01 Dwellings Unfit for Habitation	No action	No action as a result of the policy review	
B02 Dwellings to be Repaired	No action	No action as a result of the policy review	
B03 Park Homes	No action	No action as a result of the policy review	
B04 Building / Demolition Permits	Amend	Section 127(6) of the Building Act allows the CEO to delegate functions delegated by Council. Delegation should be to CEO with other officers subdelegated as required. Recommend removing Manager Business Services as a delegate and make that position a sub-delegate.	
B05 Building / Demolition, Extension of Time to Complete	Amend	Section 127(6) of the Building Act allows the CEO to delegate functions delegated by Council. Delegation should be to CEO with other officers subdelegated as required. Recommend removing Manager Business Services as a delegate and make that position a sub-delegate.	
B06 Building Orders	Amend	Section 127(6) of the Building Act allows the CEO to delegate functions delegated by Council. Delegation should be to CEO with other officers subdelegated as required. Recommend removing Manager Business Services as a delegate and make that position a sub-delegate.	
B07 Grant of Occupancy Permit, Building Approval Certificate	Amend	Section 127(6) of the Building Act allows the CEO to delegate functions delegated by Council. Delegation should be to CEO with other officers subdelegated as required. Recommend removing Manager Business Services as a delegate and make that position a sub-delegate.	
B08 Extension of Period of Duration of Occupancy Permit or Building Approval Certificate	Amend	Section 127(6) of the Building Act allows the CEO to delegate functions delegated by Council. Delegation should be to CEO with other officers subdelegated as required. Recommend removing Manager Business Services as a delegate and make that position a sub-delegate.	
B09 Authorised Persons – Building Act 2011	Amend	Section 127(6) of the Building Act allows the CEO to delegate functions delegated by Council. Delegation should be to CEO with other officers subdelegated as required. Add Manager Business Services as a sub-delegate.	
B10 Certificate of Design Compliance	Amend	Section 127(6) of the Building Act allows the CEO to delegate functions delegated by Council. Delegation should be to CEO with other officers subdelegated as required. Recommend removing Manager Business Services as a delegate and make that position a sub-delegate.	
B11 Disposing of property (Land) by lease or licence	New	A new delegation to the CEO to allow to enter into leasing, licensing and tenancy agreements.	
ENGINEERING			
E01 Temporary Rural Road Closures	Amend	The existing delegation does not provide for events such as the Golden Gift, when side roads may need to be closed. Recommend removing the word " Rural" from the title and adding the words "community events" in the function section.	
E02 Road Trains and Extra Mass Permits	No change	No action as a result of the policy review	
E03 Traffic Control Signals and Road Regulatory Devices	No change	No action as a result of the policy review	
FINANCE			
F01 Payments of Accounts	No change	No action as a result of the policy review	
F02 Investments	No change	No action as a result of the policy review	
F03 Hire Fees & Charges – Recreation Centre	Amend	Remove words "recreation centre" in title to reflect that delegation is for recreation centre, halls and oval hire fees.	
F04 Rate Records and Recovery of Rates and Service Charges	No change	No action as a result of the policy review	
F05 Rating Exemptions	No change	No action as a result of the policy review	
F06 Surplus Equipment, Materials and Tools	No change	No action as a result of the policy review	
F07 Purchase Order Authorisation	No change	No action as a result of the policy review	
HEALTH			
H01 Environmental Health	No change	No action as a result of the policy review	
H02 Local Government Septic Tank Approvals	No change	No action as a result of the policy review	
H03 Dealing with Nuisances	No action	No action as a result of the policy review	
H04 Camping other than at a Park or a Camping Ground	No action	No action as a result of the policy review	
H05 Food Act 2008 – Enforcement Action (Section 122)	No action	No action as a result of the policy review	
H06 Appointment of Authorised Officers – Public Health Act 2016	No action	No action as a result of the policy review	
H07 Authorised Officers for Certificates of Authority	No action	No action as a result of the policy review	
P01 Development Applications	No action	No action as a result of the policy review	
P02 Subdivision Applications	No action	No action as a result of the policy review	

Shire of Leonora Register of Delegated Authority

REVIEW

There are no reviews to display

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INTRODUCTION

Introduction

Section 5.42 of the *Local Government Act 1995* (the Act) allows for a local government to delegate to the Chief Executive Officer the exercise of any of its powers or the discharge of any of its duties under the Act (other than those under s5.43). The local government may also delegate the exercise of any of its powers to Committees pursuant to section 5.16, other than those under Section 5.17(1).

Section 5.44 of the Act provides for the Chief Executive Officer to delegate any of his or her powers to another employee, this must be done in writing. The Act also allows for the Chief Executive Officer to place conditions on any delegations that he or she has delegated. These powers or duties cannot, however, be further sub-delegated. These powers or duties are delegated to assist with improving the time taken to make decisions and are made within the constraints allowed by the relevant legislation. This is consistent with our commitment to a strong customer service focus.

The Department of Local Government & Communities *Guideline No.17 – Delegations*, establishes the principal issue in determining whether a statutory function or duty is suitable for 'acting through' that being - where the statute provides no discretion in carrying out a function or duty, then the function or duty may be undertaken through the 'acting through' concept.

Conversely, where the statute allows for discretion on the part of the decision maker, then the function must either be delegated or a person authorised, or a policy implemented, that provides sufficient control for another person to have that authority and fulfil the function or duty.

The *Local Government Act 1995* does not specifically define the meaning of the term "acting through", however section 5.45(2) states;

"Nothing in this Division is to read as preventing –

- (a) A local government from performing any of its functions by acting through a person other than the CEO"; or
- (b) A CEO from performing any of his or her functions by acting through another person."

The purpose of this register is to ensure a record is kept of those powers or duties that have been delegated to ensure accountability and to meet the requirements of Section 5.46 of the Act. This register is a public document that contains 'Instruments of Delegation' that detail the function being delegated and the relevant statutory reference which is the source of power for the exercise of that function. Without limiting the effect of sections 58 and 59 of the *Interpretation Act 1984*, these delegations, made under the Act have effect for the period of time specified in the delegation or where no period has been specified, indefinitely. Any decision to amend or revoke these delegations by a local government is to be by an absolute majority.

This register of delegated authority will be reviewed in accordance with the Act on an annual basis.

Delegations and authorisations under other Legislation

Where legislation provides for the direct delegation to authorise a person or a member of a class of persons by other agencies or decision makers. For example: the *Environmental Protection Act* allows for the CEO of the Department of Environment Regulation to grant delegated authority direct to a local government.

The authorisation is dealt with in the relevant legislation and, where required, the Instrument of Delegation or Notice of the Appointment is advertised in the Government Gazette.

Those Delegations or authorisations that may occur under legislation other than the *Local Government Act 1995*, its regulations and the local government's local laws include:

Planning and Development Act 2005 and associated regulations
Dog Act 1976 and regulations;
Cat Act 2011 and regulations
Bush Fires Act 1954, regulations and local law created under that Act;
Litter Act 1979 and regulations
Local Government (Miscellaneous Provisions) 1960 as amended;
Caravan Parks and Camping Grounds Act 1995;
Control of Vehicles (Off-Road Areas) Act 1978 and regulations;
Environmental Protection Act 1986
Environmental Protection (Noise) Regulations 1997
Building Act 2011

N.B. – This is not an exhaustive list.

DRAFT

DELEGATIONS

Delegation	A02 A01 Contract Variations [DRAFT]
Head of power	2. Administration
Delegator	Local Government
Function	To approve minor variations to contracts which have been entered into by the Council, subject to the funds required to meet the cost of the variations being contained within the amount set aside in the budget adopted by the Council.
Delegates	CEO
Conditions	N/A
Statutory framework	<i>Local Government Act, 1995 and Local Government (Functions and General) Regulations 1996</i>
Policy	N/A
Record keeping	Contract Register <u>Records to be kept under the provisions of General Disposal Authority for Local Government Records Legislation.</u> <u>Update Contract Register</u>

Amendments			
Date	Type	Amendment	References
16 May 2023	Amended delegation	Reviewed	---
21 Nov 2023	Amended delegation	Reviewed & Amended	---
12 Dec 2025	Amended delegation	Reviewed - numbering amended and update to record keeping	---

Delegation	A03 A02 Legal Advice – Representation [DRAFT]
Head of power	2. Administration
Delegator	Local Government
Function	To determine applications for funding assistance for legal representation for Council Members and employees.
Delegates	CEO
Conditions	The authority to approve applications for legal advice and representation for Council Members and employees for costs associated with legal proceedings because of their official duties. This is subject to existing budgetary provisions for that purpose, and up to a value of \$10,000.
Statutory framework	<i>Local Government Act, 1995</i>
Policy	A.1.2. Legal Representation
Record keeping	Information on File and advice provided to Council. Records to be kept under the provisions of General Disposal Authority for Local Government Records Legislation.

Amendments			
Date	Type	Amendment	References
16 May 2023	Amended delegation	Reviewed	---
21 Nov 2023	Amended delegation	Reviewed & Amended	---
12 Dec 2025	Amended delegation	Reviewed and numbering amended	---

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Delegation	A04 A03 Enforcements and Legal Proceedings [DRAFT]
Head of power	2. Administration
Delegator	Local Government
Function	1. To appoint persons or classes of person to be authorised for the purposes of performing particular functions in regard to the enforcement of local laws. 2. To issue to each person authorised to enforce local laws a certificate stating that the person is so authorised and the person is to produce the certificate whenever required to do so by a person who has been or is about to be affected by any exercise of authority by the authorised person. 3. To appoint persons to initiate prosecutions on behalf of Council under the Local Government Act 1995 and Council's Local Laws.
Delegates	CEO
Conditions	Subject to compliance with the following: • <i>Local Government Act 1995</i> • <i>Dog Act 1976</i> • <i>Bush Fire Act 1954</i> • <i>Health Act (Miscellaneous Provisions) 1911</i> • <i>Local Government (Miscellaneous Provisions) Act 1960</i> • Local Laws, Parking and Dogs • Council Policy
Subdelegates	Manager Business Services
Statutory framework	S5.42/S5.44, S9.10, S9.19, S9.20 and S9.23 <i>Local Government Act, 1995</i> (As Amended) Section 44.9 <i>Local Government (Miscellaneous Provisions) Act 1960</i> .
Policy	N/A
Record keeping	Retention of File copy of relevant correspondence

Amendments			
Date	Type	Amendment	References
21 Nov 2023	Amended delegation	Reviewed	---
28 Dec 2023	Amended delegation	Additional sub-delegation to Manager Business Services.	
12 Dec 2025	Amended delegation	Reviewed and numbering amended	---

Delegation	A05 A04 Tenders [DRAFT]
Head of power	2. Administration
Delegator	Local Government
Function	1. To make determinations about the following matters contemplated by the Local Government (Functions and General) Regulations 1996 in relation to the supply of goods and services by tender, unless Council has already done so in any instance: a. to determine whether or not tenders should be publicly invited having regard to the circumstances contemplated by a clause 11 subclause (2) paragraphs (ba) (iii) (II) and (f) of the regulations; b. before publicly inviting tenders, to determine appropriate criteria for deciding which tender should be accepted as contemplated by clause 14 subclause (2a) of the regulations; c. to ensure that there is an adequate specification upon which to invite tenders for goods or services and to decide upon the extent of detailed information to be made available to interested tenderers to satisfy clause 14 subclauses 3 (b) and (4) (a) of regulations, and to vary that information where required whilst having regard to the provisions of subclause (5); d. to make a determination as to whether or not the local government will submit a tender, and advise other interested tenders accordingly as required by clause 14 subclause (4) (d) of the regulations; e. to assess tenders by written evaluation against the assessment criteria as provided for by clause 18 (4) of the regulations; f. where the circumstances contemplated by clause 18 (6) and (7) of the regulations prevail and the tender has been awarded by the CEO pursuant to Part (B)(a) of this delegation, to deal with the matter according to that clause and applicable subclause; g. where the circumstances contemplated by clause 20 (1) of the regulations prevail, upon becoming aware of the need for any minor variation/s, to deal with the matter according to that clause/subclause, including being satisfied that the extent of the variation constitute a minor variation under clause 20 (3); h. where the circumstances contemplated by clause 20 of the regulations prevail and the tender has been awarded by the CEO pursuant to Part (B) (a) of this delegation, to deal with the matter according to that clause/subclause; i. to make determination about seeking expressions of interest in lieu of public tenders as contemplated by clause 21 (1) of the regulations; and j. evaluating expressions of interest as to determining which would be capable of satisfactorily supplying the goods or services. 2. Unless otherwise specified by the Council for a particular case, where the consideration involved does not exceed \$249,999.00 and is acceptable or advantageous to the local government. a. to accept a tender provided that the appropriate provision has been made in Council's Budget; and b. to decline to accept a tender where none is deemed acceptable or advantageous to the Local Government.
Delegates	CEO
Conditions	1. Provision must be included in budget for CEO to call tenders without referring to Council. 2. On receipt of the tenders, the CEO shall report on tenders received to the next Council meeting.
Statutory framework	<i>Local Government (Functions and General) Regulations 1996, and Local Government Act 1995</i>

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Policy	N/A
Record keeping	Report to Council and file of correspondence and actions. Records to be kept under the provisions of General Disposal Authority for Local Government Records Legislation.

Amendments			
Date	Type	Amendment	References
15 Feb 2011	Amended delegation	Reviewed & Amended	---
21 Nov 2023	Amended delegation	Reviewed	---
15 Oct 2024	Amended delegation	2) Amend amount to \$249,999 from \$30,000	---
12 Dec 2025	Amended delegation	Reviewed and numbering amended	---

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Delegation	A06 A05 Trade/Vendor Licences [DRAFT]
Head of power	2. Administration
Delegator	Local Government
Function	To negotiate with traders/vendors to operate within the townsite, and if trader/vendor is unable to obtain suitable premises from which to operate within the central business area, the Chief Executive Officer is delegated authority to approve a suitable location within the townsite boundary provided no nuisance is created by the nature of that business.
Delegates	CEO Manager Business Services
Conditions	1. The nature of the business and the type of goods sold 2. The effect the business has on local traders. 3. The duration of the stay 4. The CEO must consider any nuisance created by the nature of the business.
Statutory framework	<i>Local Government Miscellaneous Provisions Act 1996</i> <i>Public Places and Local Government Property Local Law 2022</i>
Policy	T.6.5. Vendor / Trading Licence
Record keeping	Record to be kept on appropriate file.

Amendments			
Date	Type	Amendment	References
15 Feb 2011	Amended delegation	Reviewed & Amended	---
21 Nov 2023	Amended delegation	Reviewed	---
28 Dec 2023	Amended delegation	Additional sub-delegation to Manager Business Services.	
15 Oct 2024	Amended delegation	Amend 4) "The CEO must consider any nuisance created by the nature of the business".	---
12 Dec 2025	Amended delegation	Reviewed and numbering amended	---

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Delegation	A07 A06 Appointment of Complaints Officer(s) [DRAFT]
Head of power	2. Administration
Delegator	Local Government
Function	To authorise one or more persons to the role of Complaints Officer for the purposes of Division 3, Section 11(3) of the Code of Conduct for Council Members, Committee Members, and Candidates.
Delegates	CEO
Conditions	Subject to the express provisions contained in the <i>Local Government Act 1995</i> and <i>Local Government (Model Code of Conduct) Regulations 2021</i> .
Statutory framework	<i>Local Government Act 1995</i> – S5.42 & S5.104
Policy	A.1.5. External Complaints Management
Record keeping	Retention of file copy of relevant correspondence. Records to be kept under the provision of General Disposal Authority for Local Government Records Legislation.

Amendments			
Date	Type	Amendment	References
21 Nov 2023	Amended delegation	Reviewed	---
12 Dec 2025	Amended delegation	Reviewed and numbering amended	---

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Delegation	A08 A07 Appointment of Caretaker – Ageing in Place Village [DRAFT]
Head of power	2. Administration
Delegator	Local Government
Function	To approve for the appointment on a caretaker for the Ageing in Place Village, as required.
Delegates	CEO
Conditions	Subject to the express provisions contained in the <i>Local Government Act 1995</i> , and other applicable legislation.
Statutory framework	<i>Local Government Act, 1995</i>
Policy	C.4.2 Ageing in Place Village
Record keeping	Retention of file copy of relevant correspondence. Records to be kept under the provision of General Disposal Authority for Local Government Records Legislation.

Amendments			
Date	Type	Amendment	References
12 Dec 2025	Amended delegation	Reviewed and numbering amended	---

Delegation	A08 Powers of Entry [DRAFT]
Head of power	2. Administration
Delegator	Local Government
Function	1. Authority to exercise powers of entry to enter onto land to perform any of the Local Government functions under this Act, other than entry under a Local Law [s.3.28]. 2. Authority to give notice of entry [s.3.32]. 3. Authority to seek and execute an entry under warrant [s.3.33]. 4. Authority to execute entry in an emergency, using such force as is reasonable [s.3.34(1) and (3)]. 5. Authority to give notice and effect of entry by opening a fence
Delegates	CEO
Conditions	Where resistance is encountered, entry shall not proceed without a warrant obtained from a magistrate or JP (per s. 3.33). This delegation does not authorise entry to dwellings without consent or warrant, except in genuine emergencies threatening public safety or health. No delegation limits the Council's ability to exercise the power directly.
Express power to subdelegate	Local Government Act 1995 s.5.44 CEO may delegate powers and duties to other employees
Subdelegates	Authorised Officer EHO/Building Surveyor Manager Business Services Manager Community Services Manager Works and Services Ranger
Subdelegate conditions	NIL
Statutory framework	Local Government Act 1995 s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Record keeping	Records to be kept under the provisions of General Disposal Authority for Local Government Records Legislation.

Amendments			
Date	Type	Amendment	References
12 Dec 2025	New delegation	New	---

Delegation	A09 Declaring a Vehicle to be an Abandoned Vehicle Wreck [DRAFT]
Head of power	2. Administration
Delegator	Local Government
Function	To declare that a vehicle (including a trailer, caravan, boat trailer, or part thereof) located on a road, public place, Shire-managed land, or private land (with owner consent) is an abandoned vehicle wreck and to exercise all associated powers, including: Issuing a notice under s. 3.40 requiring removal within the prescribed period Removing, impounding, storing, and disposing of the vehicle (including by sale, destruction, or retention) if the notice is not complied with Recovering costs of removal, storage, and disposal Determining that a vehicle is of negligible value and disposing of it without prior notice (where permitted under s. 3.40A)
Delegates	CEO
Express power to subdelegate	Local Government Act 1995 s.5.44 CEO may delegate powers and duties to other employees
Subdelegates	Manager Business Services Manager Works and Services
Subdelegate conditions	▪ A vehicle may only be declared an “abandoned vehicle wreck” if it meets the criteria in s. 3.39(3) of the Local Government Act 1995 (e.g., apparently deserted, in a severely damaged or dismantled condition, and not validly registered or licensed). ▪ Photographic evidence and a written inspection report must be completed and retained on file before any declaration is made. ▪ All notices must be in the approved form and served in accordance with the Act. ▪ Where ownership is known, reasonable attempts must be made to contact the last registered owner before disposal. ▪ Disposal by destruction must only occur when the vehicle has no marketable value or is unsafe to sell. ▪ All actions must be recorded in the Shire’s Abandoned Vehicle Register and reported quarterly to the CEO. ▪ Delegates must be appointed in writing as “authorised persons” under s. 3.39 and s. 9.10 of the Local Government Act 1995.
Statutory framework	Local Government Act 1995 (WA) – Section 3.39, 3.40, 3.40A, 3.42, and Schedule 3.2
Record keeping	The declaration is to be recorded in the appropriate record to meet legislative requirements.

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Amendments			
Date	Type	Amendment	References
12 Dec 2025	New delegation	New	---

DRAFT

Delegation	A10 Confiscated or uncollected goods [DRAFT]
Head of power	2. Administration
Delegator	Local Government
Function	To exercise all powers relating to the disposal of confiscated, seized, impounded, surrendered, or uncollected goods (including vehicles, trailers, bicycles, animals, shopping trolleys, and any other property) that have not been collected within the statutory periods, including: ▪ Determining that goods are uncollected or abandoned ▪ Selling, destroying, donating, or otherwise disposing of the goods ▪ Recovering costs of impounding, storage, care, transport, and disposal
Delegates	CEO
Conditions	1. Disposal of confiscated or uncollected goods, including abandoned vehicles, with a market value less than \$20,000 may, in accordance with the Local Government (Functions and General) Regulations 1996 (Reg. 30), be disposed of by any means considered to provide best value, provided the process is transparent and accountable. NOTE – declared abandoned vehicle wreck may only be removed and impounded by a person duly authorised under s.3.40A(1). Authority to appoint authorised person for this purpose may be delegated - refer Delegated Authority 1.1.35 Authorised persons to perform specified functions under the Local Government Act 1995.
Subdelegates	Manager Business Services Manager Community Services Manager Works and Services
Subdelegate conditions	Conditions Applying to All Delegates
Statutory framework	Local Government (Functions and General) Regulations 1996 r.30 Dispositions of property excluded from s.3.58 of the Local Government Act 1995 s3.58
Record keeping	The sale or disposal of goods or vehicles is to be recorded in the appropriate record.

Amendments			
Date	Type	Amendment	References
12 Dec 2025	New delegation	New	---

Delegation	A11 Disposal of sick or injured impounded animals [DRAFT]
Head of power	2. Administration
Delegator	Local Government
Function	To decide, without delay, that a sick, injured, or suffering impounded animal (dog, cat, livestock, or any other animal) is to be: ▪ Humanely destroyed (euthanased) immediately, or ▪ Provided with urgent veterinary treatment at Shire expense where there is a reasonable prospect of recovery and subsequent rehoming/adoption, or ▪ Transferred to a veterinary clinic, RSPCA, or registered welfare organisation for treatment or euthanasia.
Delegates	CEO
Conditions	1. The primary consideration is the immediate welfare of the animal and the prevention of unnecessary suffering (Animal Welfare Act 2002). 2. Wherever possible, a registered veterinarian must assess the animal before euthanasia. 3. If the animal is microchipped and the owner is contactable, reasonable attempts (minimum one phone call + SMS) must be made to contact the owner before euthanasia unless the animal is suffering severely. 4. Euthanasia must be performed humanely using methods approved under the Animal Welfare Act (generally intravenous barbiturate by veterinarian or .22 firearm by trained officer for large livestock in remote situations). 5. Full records (photographs, veterinary report or delegate's written justification, microchip scan results, carcass disposal method) must be retained.
Express power to subdelegate	Local Government Act 1995 s.5.44 CEO may delegate powers and duties to other employees
Subdelegates	Manager Business Services Manager Community Services Manager Works and Services
Subdelegate conditions	Subject to the conditions on delegation to the CEO
Statutory framework	Local Government Act 1995 (WA) – s. 3.47(2a), (2b), (4) Cat Act 2011 (WA) – s. 67, 68 Dog Act 1976 (WA) – s. 29(11), 33E Animal Welfare Act 2002 (WA) – s. 19, 30
Record keeping	The details of sick or injured animals disposed of are to be recorded in the appropriate record.

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Amendments			
Date	Type	Amendment	References
12 Dec 2025	New delegation	New	---

DRAFT

Delegation	A12 Authorised persons to perform specified functions under the local Government Act 1995 [DRAFT]
Head of power	2. Administration
Delegator	Local Government
Function	To appoint (and revoke) employees or other suitably qualified persons as Authorised Persons for the purposes of performing any or all of the statutory functions listed in s. 9.10(2) and (8) of the Local Government Act 1995 and any additional functions under the Acts and local laws administered by the Shire, any of the following; (a) this Act; (b) the Caravan Parks and Camping Grounds Act 1995 ; (c) the Cat Act 2011 ; (d) the Cemeteries Act 1986 ; (e) the Control of Vehicles (Off-road Areas) Act 1978 ; (f) the Dog Act 1976 ; (g) subsidiary legislation made under an Act referred to in any of paragraphs (a) to (f); (h) a written law prescribed for the purposes of this section; The CEO may, in writing, appoint persons or classes of persons to be authorised persons for the purposes of 1 or more specified laws or specified provisions of 1 or more specified laws.
Delegates	CEO
Conditions	All appointments must be made by written instrument (signed by the CEO or delegate) clearly stating: Full name and position of the appointee Specific Acts, regulations, and local laws under which the person is authorised Specific sections/powers conferred Any limitations or conditions Duration of appointment (if not ongoing) Identity card number issued Every authorised person must be issued with an official identity card containing photograph, signature, and the powers conferred (s. 9.11). A central Authorised Persons Register must be maintained by the Governance Officer and updated within 7 days of any appointment, variation, or revocation. Appointments automatically cease upon the person leaving employment or contract with the Shire unless otherwise specified. All authorised persons must complete mandatory training relevant to their powers (minimum every 3 years). The CEO must report all new appointments and revocations to Council annually (or sooner if significant changes occur).

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Express power to subdelegate	Local Government Act 1995 s.5.44 CEO may delegate powers or duties to other employees
Subdelegate conditions	Subject to the conditions on delegation to the CEO
Statutory framework	Local Government Act 1995 (WA) – s. 3.24, 3.28, 3.31, 3.32, 3.34, 3.39, 9.10, 9.11 Local Government Act Regulations All Shire of Leonora local laws Other Acts administered by the Shire (e.g., Dog Act 1976, Cat Act 2011, Bush Fires Act 1954, Litter Act 1979, Caravan Parks and Camping Grounds Act 1995, etc.)
Record keeping	Records of appointment of persons authorised under this delegation are to be retained on the appropriate file or record.

Amendments			
Date	Type	Amendment	References
12 Dec 2025	New delegation	New	---

Delegation	B01 Dwellings Unfit for Habitation [DRAFT]
Head of power	5. Building
Delegator	Local Government
Function	To declare that a house, or any part thereof is unfit for human habitation in accordance with the provisions of Section 135 of the <i>Health (Miscellaneous Provisions) Act 1911</i>
Delegates	CEO
Conditions	Subject to the provisions of Section 135 of the <i>Health (Miscellaneous Provisions) Act 1911</i>
Subdelegates	EHO/Building Surveyor
Statutory framework	Section 135 of the <i>Health (Miscellaneous Provisions) Act 1911</i> (as amended).
Policy	N/A
Record keeping	Certificates issued and correspondence issued. Records to be kept under the provisions of General Disposal Authority for Local Government Records Legislation.

Amendments			
Date	Type	Amendment	References
15 Feb 2011	Amended delegation	Reviewed & Amended	---
18 Feb 2014	Amended delegation	Reviewed & Amended	---
21 Nov 2023	Amended delegation	Reviewed	---
12 Dec 2025	Amended delegation	Reviewed	---

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Delegation	B02 Dwellings to be Repaired [DRAFT]
Head of power	5. Building
Delegator	Local Government
Function	Require owner of a house declared unfit for habitation or in a poor state of repair, to make repairs and render clean such a house.
Delegates	CEO
Conditions	The order is accordance with the provisions of Section 139 of the <i>Health (Miscellaneous Provisions) Act 1911</i>
Subdelegates	EHO/Building Surveyor
Statutory framework	Section 139 of the <i>Health (Miscellaneous Provisions) Act 1911</i>
Policy	N/A
Record keeping	Notices and correspondence issued. Records to be kept under the provisions of General Disposal Authority for Local Government Records Legislation.

Amendments			
Date	Type	Amendment	References
15 Feb 2011	Amended delegation	Reviewed & Amended	---
18 Feb 2014	Amended delegation	Reviewed & Amended	---
21 Nov 2023	Amended delegation	Reviewed	---
12 Dec 2025	Amended delegation	Reviewed	---

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Delegation	B03 Park Homes [DRAFT]
Head of power	5. Building
Delegator	Local Government
Function	To grant approval to any person wishing to bring a Park Home on to a Caravan Park.
Delegates	CEO
Conditions	N/A
Subdelegates	EHO/Building Surveyor
Statutory framework	<i>Caravan Parks and Camping Grounds Regulations 1997</i> (11(2)(a))
Policy	N/A
Record keeping	Building licenses issued and correspondence issued. Records to be kept under the provisions of General Disposal Authority for Local Government Records Legislation.

Amendments			
Date	Type	Amendment	References
15 Feb 2011	Amended delegation	Reviewed & Amended	---
21 Nov 2023	Amended delegation	Reviewed	---
12 Dec 2025	Amended delegation	Reviewed	---

Delegation	B04 Building / Demolition Permits [DRAFT]
Head of power	5. Building
Delegator	Local Government
Function	To approve/refuse applications submitted under section 20 and 21 of the <i>Building Act 2011</i> .
Delegates	Manager Business Services CEO
Conditions	Subject to provisions of section 20 and 21 of the <i>Building Act 2011</i> .
Subdelegates	Manager Business Services
Statutory framework	<i>Building Act 2011</i> .
Policy	T.6.10. Building Licences
Record keeping	Records to be kept under the provisions of <i>General Disposal Authority for Local Government Records</i> Legislation.

Amendments			
Date	Type	Amendment	References
18 Feb 2020	Amended delegation	Reviewed & Amended	---
21 Nov 2023	Amended delegation	Reviewed	---
12 Dec 2025	Amended delegation	Reviewed - changes to Delegates-Subdelegate	---

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Delegation	B05 Building / Demolition, Extension of Time to Complete [DRAFT]
Head of power	5. Building
Delegator	Local Government
Function	To approve/refuse applications submitted under section 32 of the <i>Building Act 2011</i> .
Delegates	Manager Business Services CEO
Conditions	Subject to provisions of section 32 of the <i>Building Act 2011</i> .
Subdelegates	<u>Manager Business Services</u>
Statutory framework	<i>Building Act 2011</i> .
Policy	N/A
Record keeping	Records to be kept under the provisions of General Disposal Authority for Local Government Records Legislation.

Amendments			
Date	Type	Amendment	References
18 Feb 2020	Amended delegation	Reviewed & Amended	---
21 Nov 2023	Amended delegation	Reviewed	---
12 Dec 2025	Amended delegation	Reviewed - changes to Delegates-Subdelegate	---

Delegation	B06 Building Orders [DRAFT]
Head of power	5. Building
Delegator	Local Government
Function	1. To make building orders pursuant to Division 5, Section 110 and 117 of the <i>Building Act 2011</i> in relation to: a. Building Work b. Demolition Work c. An existing building or incidental structure 2. To revoke building orders pursuant to Section 17 of the <i>Building Act 2011</i>
Delegates	Manager Business Services CEO
Conditions	Subject to provisions of Division 5, Section 110 and 117 of the <i>Building Act 2011</i> .
Subdelegates	<u>Manager Business Services</u>
Statutory framework	<i>Building Act 2011</i> .
Policy	N/A
Record keeping	Records to be kept under the provisions of General Disposal Authority for Local Government Records Legislation.

Amendments			
Date	Type	Amendment	References
18 Feb 2020	Amended delegation	Reviewed & Amended	---
21 Nov 2023	Amended delegation	Reviewed	---
12 Dec 2025	Amended delegation	Reviewed - changes to Delegates-Subdelegate	---

Delegation	B07 Grant of Occupancy Permit, Building Approval Certificate [DRAFT]
Head of power	5. Building
Delegator	Local Government
Function	To approve, modify or refuse to approve applications submitted under Section 58 of the <i>Building Act 2011</i> .
Delegates	Manager Business Services CEO
Conditions	Subject to provisions of Section 58 of the <i>Building Act 2011</i>
Subdelegates	Manager Business Services
Statutory framework	<i>Building Act 2011</i> .
Policy	N/A
Record keeping	Records to be kept under the provisions of General Disposal Authority for Local Government Records Legislation.

Amendments			
Date	Type	Amendment	References
18 Feb 2020	Amended delegation	Reviewed & Amended	---
21 Nov 2023	Amended delegation	Reviewed	---
12 Dec 2025	Amended delegation	Reviewed - changes to Delegates-Subdelegate	---

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Delegation	B08 Extension of Period of Duration of Occupancy Permit or Building Approval Certificate [DRAFT]
Head of power	5. Building
Delegator	Local Government
Function	To approve or refuse applications submitted under Section 65 of the <i>Building Act 2011</i> .
Delegates	Manager-Business-Services CEO
Conditions	Subject to provisions of Section 65 of the <i>Building Act 2011</i> .
Subdelegates	Manager Business Services
Statutory framework	<i>Building Act 2011</i> .
Policy	N/A
Record keeping	Records to be kept under the provisions of <u>General Disposal Authority for Local Government Records Legislation.</u>

Amendments			
Date	Type	Amendment	References
18 Feb 2020	Amended delegation	Reviewed & Amended	---
21 Nov 2023	Amended delegation	Reviewed	---
12 Dec 2025	Amended delegation	Reviewed - changes to Delegates-Subdelegate	---

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Delegation	B09 Authorised Persons – Building Act 2011 [DRAFT]
Head of power	5. Building
Delegator	Local Government
Function	The CEO is Delegated Authority as “Authorised Persons” under the provisions of Sections 96, 100, 102, 103, 106 and 109 of the <i>Building Act 2011</i> .
Delegates	CEO
Conditions	Subject to provisions of Sections 96, 100, 102, 103, 106 and 109 of the <i>Building Act 2011</i> .
Subdelegates	Manager Business Services
Statutory framework	<i>Building Act 2011</i> .
Policy	N/A
Record keeping	Records to be kept under the provisions of <u>General Disposal Authority for Local Government Records Legislation.</u>

Amendments			
Date	Type	Amendment	References
18 Feb 2020	Amended delegation	Reviewed & Amended	---
21 Nov 2023	Amended delegation	Reviewed	---
12 Dec 2025	Amended delegation	Reviewed - changes to Delegates-Subdelegate	---

Delegation	B10 Certificate of Design Compliance [DRAFT]
Head of power	5. Building
Delegator	Local Government
Express power or duty delegated	To issue Certificates of Design Compliance pursuant to Section 127 of the <i>Building Act 2011</i> .
Delegates	Manager Business Services CEO
Conditions	Subject to provisions of Section 127 of the <i>Building Act 2011</i> .
Subdelegates	<u>Manager Business Services</u>
Statutory framework	<i>Building Act 2011</i> .
Policy	N/A
Record keeping	Records to be kept under the provisions of <u>General Disposal Authority for Local Government Records Legislation.</u>

Amendments			
Date	Type	Amendment	References
18 Feb 2020	Amended delegation	Reviewed & Amended	---
21 Nov 2023	Amended delegation	Reviewed	---
12 Dec 2025	Amended delegation	Reviewed - changes to Delegates-Subdelegate	---

Delegation	B11 Disposing of property (Land) by lease or licence [DRAFT]
Head of power	5. Building
Delegator	Local Government
Function	To dispose of property (land and/or buildings) by entering into leases, licences, tenancy agreements, or other occupancy arrangements (other than by sale or freehold transfer) where the term (including any options to renew) does not exceed 20 years and the transaction complies with s. 3.58 and reg. 30, including: ▪ Determining that the disposal is in the best interests of the Shire ▪ Approving the terms and conditions of the lease/licence ▪ Executing lease/licence documents under common seal or otherwise ▪ Varying or renewing existing leases/licences ▪ Terminating leases/licences for breach or mutual agreement
Delegates	CEO
Conditions	1. All disposals must be at not less than market rent/value unless Council has approved a concession for community, sporting, charitable, or economic development purposes (with reasons recorded). 2. Independent market valuation (registered valuer) required for: any lease/licence > 5 years, or annual rent > \$25,000, or where rent is less than 80% of market value. 3. Tender or expression of interest process required unless an exemption under reg. 30(3) applies (e.g., renewal to existing tenant, specialised use, etc.) and is documented. 4. Public notice under s. 3.58(3) must be given unless exempt. 5. All leases > 5 years (including options) must be approved by Council resolution if they do not strictly comply with the Shire's Property Management Policy. 6. Leases affecting Crown land or reserves require Minister for Lands consent (via Department of Planning, Lands and Heritage) before execution. 7. All agreements must be executed in accordance with s. 9.49 (common seal) or s. 9.49A (CEO signature) of the Local Government Act 1995. 8. A register of all leases and licences must be maintained and reported annually to Council.
Express power to subdelegate	Local Government Act 1995 s.5.44 CEO may delegate powers and duties to other employees
Subdelegates	Manager Business Services Manager Community Services
Subdelegate conditions	Subject to the conditions on delegation to the CEO
Statutory framework	Local Government Act 1995 (WA) – s. 3.58(2), (3), (4) and s. 3.59 Local Government (Functions and General) Regulations 1996 – reg. 30 Land Administration Act 1997 (WA) – s. 18 (where applicable) Commercial Tenancy (Retail Shops) Agreements Act 1985 (if applicable)
Record keeping	The full details of the transaction including copies of the advertisements to be recorded on the appropriate record and or register.

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Amendments			
Date	Type	Amendment	References
12 Dec 2025	New delegation	New	---

DRAFT

Delegation	E01 Temporary Rural Road Closures [DRAFT]
Head of power	3. Engineering
Delegator	Local Government
Function	To temporarily close a street or a portion of a street for a period not exceeding 30 days to vehicles in cases of emergency, in connection with <u>community events</u> , Council works, by reason of heavy rain, a street likely to be damaged by the passage of traffic of any particular class.
Delegates	CEO
Conditions	Compliance with the <i>Local Government Act 1995</i> , <i>Local Government (Functions and General) Regulations 1996</i> , and other applicable legislation.
Subdelegates	Manager Works and Services
Statutory framework	<i>Local Government Act 1995</i> – S3.50, S3.50A, S3.51, S3.52, S5.42, S3.50, S3.51, Executive Function S3.18. <i>Local Government (Functions and General) Regulations 1996</i> .
Policy	N/A
Record keeping	Retention of file copy of relevant correspondence. Records to be kept under the provisions of General Disposal Authority for Local Government Records Legislation.

Amendments			
Date	Type	Amendment	References
15 Feb 2011	Amended delegation	Reviewed and Amended	---
16 May 2023	Amended delegation	Reviewed	---
21 Nov 2023	Amended delegation	Reviewed and Amended	---
12 Dec 2025	Amended delegation	Reviewed - changes to title and addition to Function - community events to be included	---

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Delegation	E02 Road Trains and Extra Mass Permits [DRAFT]
Head of power	3. Engineering
Delegator	Local Government
Function	To determine any application for the use of such roads granting approval with or without conditions and, subject to assessment and approval of the use of the road/s by Main Roads WA.
Delegates	CEO
Conditions	Have regard for any policy of the Council in relation to the use of local roads by restricted access vehicles
Subdelegates	Manager Works and Services
Statutory framework	Road Traffic Vehicle Standard Regulations
Policy	N/A
Record keeping	Correspondence on File. Records to be kept under the provisions of <u>General Disposal Authority for Local Government Records Legislation</u>

Amendments			
Date	Type	Amendment	References
15 Feb 2011	Amended delegation	Reviewed and Amended	---
21 Nov 2023	Amended delegation	Reviewed	---
28 Dec 2023	Amended delegation	Additional sub-delegation to Manager Works and Services.	
15 Oct 2024	Amended delegation	Amend N/A to Manager of Works and Services	---
12 Dec 2025	Amended delegation	Reviewed	---

Delegation	E03 Traffic Control Signals and Road Regulatory Devices [DRAFT]
Head of power	3. Engineering
Delegator	Local Government
Function	1. To make application to Main Roads WA for approvals to install stop and give-way signs at such places as considered warranted other than in accordance with any urban or rural traffic management plan adopted by Council. 2. Arrange installation of "school bus stop" signs and other appropriate traffic warning, advisory or directional signs at such places on local roads as considered necessary. 3. Proceed with the provision and erection of new street name plates and the replacement of damaged name plates.
Delegates	CEO
Conditions	Due regard to limit of funds within budget
Subdelegates	Manager Works and Services
Statutory framework	<i>Road Traffic Code 2000</i>
Policy	N/A
Record keeping	Correspondence on File. Records to be kept under the provisions of General Disposal Authority for Local Government Records Legislation.

Amendments			
Date	Type	Amendment	References
15 Feb 2011	Amended delegation	Reviewed and Amended	---
21 Nov 2023	Amended delegation	Reviewed	---
28 Dec 2023	Amended delegation	Additional sub-delegation to Manager Works and Services.	
15 Oct 2024	Amended delegation	Amend N/A to Manager of Works and Services	---
12 Dec 2025	Amended delegation	Reviewed	---

Delegation	F01 Payment of Accounts [DRAFT]
Head of power	1. Finance
Delegator	Local Government
Function	To make payments from the Municipal Fund Bank Accounts for payment of creditors and payroll.
Delegates	CEO
Conditions	Compliance with Regulations 12, 13 and 13A of the <i>Local Government (Financial Management) Regulations 1996</i>. The authority extends to payments for items previously authorised by the council by inclusion in the budget. The Chief Executive Officer is to ensure the relevant debt was incurred by a person who is properly authorised to do so and that the goods and services to which each account relates were provided in a satisfactory standard as the case requires. Each payment from the Municipal Fund Bank Accounts and is to be noted on a list compiled each month showing: 1. The payee's name; and 2. The amount of the payment; and 3. The date of the payment; and 4. Sufficient information to identify the transaction. The list referred to above is to be presented to the Council at the next ordinary meeting of the Council following the preparation of the list and is to be recorded in the minutes of the meeting at which it is presented. The vouchers, supporting invoices and other relevant documents be made available for inspection by Councillors at any time following the date of payment and at the next ordinary meeting of Council.
Subdelegates	Manager Business Services Manager Community Services Manager Works and Services
Statutory framework	S5.42/5.44, S6.10 – <i>Local Government Act 1995</i> <i>Local Government (Financial Management) Regulations 1996</i>
Policy	Not Applicable
Record keeping	Records to be kept under the provision of <u>General Disposal Authority for Local Government Records</u> Legislation.

Amendments			
Date	Type	Amendment	References
15 Feb 2011	Amended delegation	Reviewed and Amended	---
16 May 2023	Amended delegation	Reviewed	---
21 Nov 2023	Amended delegation	Reviewed and Amended	---
28 Dec 2023	Amended delegation	Additional sub-delegation to Manager Business Services, Manager Community Services and Manager Works and Services.	
15 Oct 2024	Amended delegation	Amend Deputy Chief Executive Officer to Manager of Business Services	---
12 Dec 2025	Amended delegation	Reviewed	---

DRAFT

Delegation	F02 Investments [DRAFT]
Head of power	1. Finance
Delegator	Local Government
Function	1. To invest money held in the Municipal or Trust Funds that is not required for the time being for any purpose in accordance with Part III of the <i>Trustees Act 1962</i> or in an investment approved by the Minister. 2. To establish and document internal control procedures to be followed to ensure control over the investments.
Delegates	CEO Manager Business Services
Conditions	1. The establishing of documental internal control procedures to be followed to ensure control over the investments. 2. Compliance with Regulation 19(2) <i>Local Government (Financial Management) Regulations 1996</i> 3. Council Policy (where applicable) 4. Investments in Managed Funds require the approval of Council.
Statutory framework	S5.42/S5.44, S6.14 <i>Local Government Act 1995</i> (As Amended)
Policy	A.2.1 – Investments
Record keeping	Records to be kept under the provisions of <u>General Disposal Authority for Local Government Records Legislation</u> .

Amendments			
Date	Type	Amendment	References
16 May 2023	Amended delegation	Reviewed	---
21 Nov 2023	Amended delegation	Reviewed and Amended	---
15 Oct 2024	Amended delegation	Remove reference to Deputy Chief Officer	---
12 Dec 2025	Amended delegation	Reviewed	---

Delegation	F03 Hire Fees & Charges — Recreation Centre [DRAFT]
Head of power	1. Finance
Delegator	Local Government
Function	To adjust/vary recreation centre, halls, and oval hire fees and charges as determined in the budget.
Delegates	CEO
Conditions	Subject to Regulations 5, 8 and 10 of the <i>Local Government (Financial Management) Regulations 1996</i> and; • where it is considered that there is the need due to extenuating circumstances, unusual kind of use; • the cost of normal hire per participant being prohibitive in relation to the financial resources of the hirer/s; • one-off usage discounts being supported in favour of regular use discounts; • the participation of children/juniors in the program; • the benefits to the Shire, its staff and the community in general; • the costs to the Shire, including any forfeited opportunity costs; and • any other circumstances that warrant consideration to a discount or waiving of fees.
Subdelegates	Manager Community Services
Statutory framework	S5.42, S6.2, S6.10, S6.12 <i>Local Government Act 1995</i>
Policy	N/A
Record keeping	Copy of receipts to be archived and kept in accordance with records to be kept under the provisions of <u>General Disposal Authority for Local Government Records Legislation.</u>

Amendments			
Date	Type	Amendment	References
16 May 2023	Amended delegation	Reviewed	---
21 Nov 2023	Amended delegation	Reviewed & Amended	---
28 Dec 2023	Amended delegation	Additional sub-delegation to Manager Community Services.	
12 Dec 2025	Amended delegation	Reviewed - changes to title	---

Delegation	F04 Rate Records and Recovery of Rates and Service Charges [DRAFT]
Head of power	1. Finance
Delegator	Local Government
Function	1. Where appropriate or necessary, to amend the rate record of the local government for the 5 years preceding the current financial year as contemplated by section 6.39 (2)(b). 2. To enter into agreements in accordance with Section 6.49 of the <i>Local Government Act 1995</i> for the payment of rates and service charges. 3. To determine the dates that a rate or service charge becomes due and payable in accordance with Section 6.50 of the <i>Local Government Act 1995</i>, such that the due payment of a rate or service charge, or the first instalment thereof as the case may be, shall become due and payable 35 days after the date noted on the rate notice as the date the rate notice was issued; 4. To take any or all of the actions pursuant to the provisions of the Act as reasonable and proper, to recover rates and service charges due to the local government; Pursuant to section 6.64 (3) of the Act, to lodge caveats on land where the rates or service charges are in arrears, and it is considered that the interests of the Council should be protected; and to subsequently withdraw such caveats once arrears of rates have been settled. 5. To exercise discretion in regard to granting an extension of time for the service of objections to the rate record in accordance with Section 6.76(4) of the <i>Local Government Act 1995</i>; 6. To allow or disallow in accordance with section 6.76 (5) any objection to the rate record lodged under Section 6.76(1) and to serve notice of the decision and a statement of reasons for the decision upon the person lodging the objection on accordance with Section 6.76(6) 7. To discharge the obligations specified in section 6.39(1) of the <i>Local Government Act 1995</i> (as amended). 8. The service of notices of valuation and rates referred to in section 6.41(1) of the <i>Local Government Act 1995</i>. 9. The powers conferred on Section 6.40 of the Local Government Act 1995. 10. The recovery of rates by complaint or action pursuant to the provisions of 6.56(1) of the <i>Local Government Act 1995</i>. 11. Requiring a lessee to pay rent to the Council in satisfaction of rates or service charges due and payable in accordance with 6.60(2) of the <i>Local Government Act 1995</i>.
Delegates	CEO
Conditions	Nil
Statutory framework	<i>Local Government Act 1995</i>
Policy	A.2.4. Rates Recovery
Record keeping	List of rate arrears submitted to Council when requested.

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Amendments			
Date	Type	Amendment	References
15 Feb 2011	Amended delegation	Reviewed and Amended	---
16 May 2023	Amended delegation	Reviewed	---
21 Nov 2023	Amended delegation	Reviewed and Amended	---
15 Oct 2024	Amended delegation	Change to numbering - 5)	---
12 Dec 2025	Amended delegation	Reviewed	---

DRAFT

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Delegation	F05 Rating Exemptions [DRAFT]
Head of power	1. Finance
Delegator	Local Government
Function	To consider and determine applications for rates exemption in accordance with Section 6.26 of the <i>Local Government Act 1995</i> .
Delegates	CEO
Conditions	To consider and determine applications for rating exemption status for a property. Written evidence and documentation to be provided by the applicant for proof of eligibility for exemption in accordance with legislation and policy.
Statutory framework	<i>Local Government Act 1995</i> Section 6.26
Policy	A.2.4
Record keeping	Information on File and advice provided to Council. Records to be kept under the provisions of <u>General Disposal Authority for Local Government Records Legislation.</u>

Amendments			
Date	Type	Amendment	References
12 Dec 2025	Amended delegation	Reviewed	---

Delegation	F06 Surplus Equipment, Materials and Tools [DRAFT]
Head of power	1. Finance
Delegator	Local Government
Function	To sell surplus equipment, materials, tools, etc with an estimated value of less than \$2,000 which are no longer required, or are out moded, or are no longer serviceable.
Delegates	CEO
Conditions	By calling for expressions of interest, holding of a surplus goods sale at Council's depot, or any other fair means. Where it has not been possible to dispose of surplus equipment, materials, tools, and such like as outlined above, dispose of such things by other nominated means, including scrapping, after a listing of such items and the proposed disposal method has been provided to Council.
Subdelegates	Manager Business Services Manager Community Services Manager Works and Services
Statutory framework	<i>Local Government Act 1995</i> Sect 3.58 & 5.42 and <i>Local Government (Financial Management) Regulations 1996</i> , Regulation 5(2)(a) <i>Local Government (Functions and General) Regulations 1996</i> -Regulation 30
Policy	Nil
Record keeping	Information on File and advice provided to Council. Records to be kept under the provisions of <u>General Disposal Authority for Local Government Records Legislation.</u>

Amendments			
Date	Type	Amendment	References
15 Feb 2011	Amended delegation	Reviewed and Amended	---
16 May 2023	Amended delegation	Reviewed	---
21 Nov 2023	Amended delegation	Reviewed and Amended	---
28 Dec 2023	Amended delegation	Additional sub-delegation to Manager Business Services, Manager Community Services and Manager Works and Services.	
12 Dec 2025	Amended delegation	Reviewed	---

Delegation	F07 Purchase Order Authorisation [DRAFT]
Head of power	1. Finance
Delegator	Local Government
Function	1. To sign Purchase Orders for items contained within the current budget. 2. This delegation includes authorisation to accept a tender for purchase up to an amount of \$250,000 (<i>Local Government Act 1995</i> section 5.43 (b)).
Delegates	CEO
Conditions	Officers must adhere to requirements of purchasing policy Purchases up to: • \$4,999 can be arranged by delegated officers; • \$5,000-\$49,999 must receive two written quotes. Delegated officers to approve; • \$50,000-\$249,999 must receive three written quotes with CEO delegated to approve; and • \$250,000 and above tenders are to be called in line with tender regulations with full Council to approve. Any delegated officer can sign purchase orders once approved by Council.
Subdelegates	Manager Business Services Manager Community Services Manager Works and Services
Statutory framework	S5.42 & 3.57 <i>Local Government Act 1995</i>
Policy	A.2.7. Purchasing Policy
Record keeping	Register to be kept under the provisions of <u>General Disposal Authority for Local Government Records Legislation.</u>

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Amendments			
Date	Type	Amendment	References
15 Feb 2011	Amended delegation	Reviewed and Amended: 15th February 2011, 17th February 2015, 16th February 2016, 21st February 2017, 18th February, 2020 & 21st December, 2021, 21 November 2023	---
16 May 2023	Amended delegation	Reviewed	---
28 Dec 2023	Amended delegation	Additional sub-delegation to Manager Business Services, Manager Community Services. Removal of DCEO (position no longer).	
15 Oct 2024	Amended delegation	Amend Deputy Chief Officer to Manager Business Services and Manager Community Services. Amend/remove text; "Where a regulatory tender exemption is utilised by the Shire for purchases above \$250,000, full Council to approve" "Duplicate of purchase order to be handed to Accounts Officer" "Triplicate stored in original purchase order book" "Complete order books to be returned to Administration Officer for archiving"	---
12 Dec 2025	Amended delegation	Reviewed	---

Delegation	H01 Environmental Health [DRAFT]
Head of power	4. Health
Delegator	Local Government
Function	In accordance with the provisions of Section 26 of the <i>Health Services Act 2016</i> the Chief Executive Officer is appointed and authorised to exercise and discharge the following powers and functions: 1) Issue such Health Services Act notices and orders as appropriate; 2) Determine applications for license under the Health Services Act.
Delegates	CEO
Conditions	<i>On delegated to:</i> To any person appointed by the local authority to the position of Authorised Officer. Subject to the provisions of the Health Services Act, Local Laws and Council Policies. The applicant being advised of objections and/or appeal rights. A detailed report to the monthly Council meeting
Subdelegates	Authorised Officer
Statutory framework	<i>Health Services Act 2016</i>
Policy	N/A
Record keeping	Retention of file copy of relevant correspondence. Records to be kept under the provisions of <u>General Disposal Authority for Local Government Records Legislation.</u>

Amendments			
Date	Type	Amendment	References
21 Feb 2017	Amended delegation	Reviewed and Amended	---
21 Nov 2023	Amended delegation	Reviewed	---
12 Dec 2025	Amended delegation	Reviewed	---

Delegation	H02 Local Government Septic Tank Approvals [DRAFT]
Head of power	4. Health
Delegator	Local Government
Function	Pursuant to the provisions of Section 26 of the <i>Health Services Act 2016</i>, the Authorised Officer is hereby appointed and authorized to exercise and discharge powers and functions conferred on local government for the purpose of Regulation 4 of the <i>Health (Treatment of Sewerage and Disposal Effluent and Liquid Waste) Regulations 1974</i>: - For the purpose of section 107(2)(a) of the Act, an apparatus is to be approved a local government if it is intended to serve: - A single dwelling - Any other building that produces not more than 540 litres of sewerage per day; - A person may apply for approval by: - Completing an application in a form approved by the Executive Director, Public Health - Forwarding application to the Shire of Leonora together with any documents required under Regulation 5 and the fee specified in Item 1, of Schedule 1; - The Shire of Leonora upon application will as soon as practicable after receiving the application: - Grant approval, or - Refuse to grant approval; - Where the Shire refuses to grant approval it shall provide to the applicant written notice: - Advising the person of the refusal; and - Setting out the reasons for the refusal
Delegates	Authorised Officer CEO
Conditions	Subject to the provisions of the Health Services Act, Local Laws and Council Policies. The applicant being advised of objections and/or appeal rights.
Statutory framework	<i>Health Services Act 2016, Health (Treatment of Sewage and Disposal Effluent and Liquid Waste) Regulations 1974</i>
Policy	N/A
Record keeping	Retention of file copy of relevant correspondence. Records to be kept under the provisions of <u>General Disposal Authority for Local Government Records Legislation.</u>

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Amendments			
Date	Type	Amendment	References
21 Feb 2017	Amended delegation	Reviewed and Amended	---
21 Nov 2023	Amended delegation	Reviewed	---
12 Apr 2024	Amended delegation	Delegation missed - needed to be assign to CEO as of 01/07/2023.	
12 Dec 2025	Amended delegation	Reviewed	---

DRAFT

Delegation	H03 Dealing with Nuisances [DRAFT]
Head of power	4. Health
Delegator	Local Government
Function	In accordance with the provisions of Section 184 of the <i>Health (Miscellaneous Provisions) Act 1911</i> the Chief Executive Officer is authorised to deal with nuisances.
Delegates	CEO
Conditions	Subject to the provisions of the <i>Health (Miscellaneous Provisions) Act</i> , Local Laws and Council Policies. The applicant being advised of objections and/or appeal rights.
Subdelegates	Authorised Officer
Statutory framework	<i>Health (Miscellaneous Provisions) Act 1911</i>
Policy	N/A
Record keeping	Retention of file copy of relevant correspondence. Records to be kept under the provisions of <u>General Disposal Authority for Local Government Records Legislation.</u>

Amendments			
Date	Type	Amendment	References
15 Feb 2011	Amended delegation	Reviewed & Amended	---
21 Feb 2017	Amended delegation	Reviewed & Amended	---
21 Nov 2023	Amended delegation	Reviewed	---
12 Dec 2025	Amended delegation	Reviewed	---

Delegation	H04 Camping other than at a Park or a Camping Ground [DRAFT]
Head of power	4. Health
Delegator	Local Government
Function	To grant approval to an applicant wishing to camp on land or a period of up to three (3) months in any twelve month period.
Delegates	CEO Manager Business Services
Conditions	Subject to the approval being in accordance with the provisions of Regulation 11(2)(a) of the <i>Caravan Parks and Camping Grounds Regulations 1997</i> .
Statutory framework	<i>Caravan Parks and Camping Grounds Regulations 1997</i>
Policy	N/A
Record keeping	Retention of file copy of relevant correspondence. Records to be kept under the provisions of <u>General Disposal Authority for Local Government Records Legislation</u> .

Amendments			
Date	Type	Amendment	References
15 Feb 2011	Amended delegation	Reviewed & Amended	---
21 Nov 2023	Amended delegation	Reviewed	---
12 Dec 2025	Amended delegation	Reviewed	---

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Delegation	H05 Food Act 2008 – Enforcement Action (Section 122) [DRAFT]
Head of power	4. Health
Delegator	Local Government
Function	In accordance with the provisions of Section 122 of the <i>Food Act 2008</i> , the Chief Executive Officer is appointed and authorized to exercise and carry out enforcement action for the purposes of this act.
Delegates	CEO
Conditions	Subject to the provisions of the <i>Food Act 2008</i> and Council Policies, the businesses being advised of appeal rights and a detailed report to the monthly Council Meeting.
Subdelegates	Authorised Officer
Statutory framework	<i>Food Act 2008</i>
Policy	N/A
Record keeping	Retention of file copy of relevant correspondence. Records to be kept under the provisions of <u>General Disposal Authority for Local Government Records Legislation.</u>

Amendments			
Date	Type	Amendment	References
21 Feb 2017	Amended delegation	Reviewed & Amended	---
21 Nov 2023	Amended delegation	Reviewed	---
12 Dec 2025	Amended delegation	Reviewed	---

Delegation	H06 Appointment of Authorised Officers – Public Health Act 2016 [DRAFT]
Head of power	4. Health
Delegator	Local Government
Function	In accordance with section 17 of the <i>Public Health Act 2016</i> , the Chief Executive Officer is authorised to appoint Authorised Officers to carry out functions under the <i>Public Health Act 2016</i> .
Delegates	CEO
Conditions	Subject to Section 18 of the <i>Public Health Act 2016</i> .
Statutory framework	<i>Public Health Act 2016</i>
Policy	N/A
Record keeping	Retention of file copy of relevant correspondence. Records to be kept under the provisions of <u>General Disposal Authority for Local Government Records Legislation.</u>

Amendments			
Date	Type	Amendment	References
21 Nov 2023	Amended delegation	Reviewed	---
12 Dec 2025	Amended delegation	Reviewed	---

Shire of Leonora

Delegation	H07 Authorised Officers for Certificates of Authority [DRAFT]
Head of power	4. Health
Delegator	Local Government
Function	In accordance with the provisions of Section 24 and Section 30 of the <i>Public Health Act 2016</i> , the Chief Executive Officer is authorised to designate a person or class of persons as an Authorised Officer and issue Certificates of Authority.
Delegates	CEO
Conditions	Subject to provisions of Section 24, 30 and 312 of the <i>Public Health Act 2016</i> .
Statutory framework	<i>Public Health Act 2016</i>
Policy	N/A
Record keeping	Retention of file copy of relevant correspondence. Records to be kept under the provisions of <u>General Disposal Authority for Local Government Records Legislation.</u>

Amendments			
Date	Type	Amendment	References
21 Nov 2023	Amended delegation	Reviewed	---
12 Dec 2025	Amended delegation	Reviewed	---

Delegation	P01 Development Applications [DRAFT]
Head of power	6. Planning
Delegator	Local Government
Function	Pursuant to Section 5.42 of the <i>Local Government Act 1995</i> (as amended), delegation of authority to approve or refuse applications for planning consent, with or without conditions, is extended to the Chief Executive Officer, subject to compliance with the Shire of Leonora Local Planning Scheme No. 2, the Residential Design Codes of Western Australia, Local Planning Policies and the additional conditions set out below.
Delegates	CEO
Conditions	1. Applications for types of land use or development as defined by the following symbols A and X against relevant zones in Table 3-Zoning Table cannot be determined under delegated authority and all such applications shall be referred to Council for consideration. 2. Applications for planning approval that must be assessed under the provisions of Clause 18.4.a.bc of the Scheme shall be referred to Council for consideration. 3. The provisions of 1, and 2 above shall not apply to renewals of planning approval, minor works, extensions and/or expansions associated with existing lawful land-uses, wherein the application may be approved, with or without conditions under delegated authority. 4. All uses listed as 'P', 'I', & 'D' in the Zoning Table may be approved under delegated authority, with or without conditions, unless, in the opinion of the delegated officer, approval of the application would detrimentally impact upon the amenity and proper planning of the locality, wherein the application shall be referred to Council for consideration. 5. Where an application has been advertised pursuant to Clause 64 of the Scheme and: a. No written, author-identified submissions were received, then the delegated officer may assess the application on its merits and approve the application with or without conditions, under delegated authority. b. Written, author-identified submissions objecting to and/or raising concerns about the proposal were received, but, in the opinion of the delegated officer, the points raised in the submission are of a non-substantive nature and/or can be satisfactorily addressed via condition/s, then the delegated officer shall liaise with the applicant and the person/s who lodged the submission prior to determining the application. If either party requires, the application shall be referred to Council for consideration. c. Written, author-identified submissions objecting to and/or raising concerns about the proposal were received, and, in the opinion of the delegated officer, the points raised in the submission are of a substantive nature and/or cannot be satisfactorily addressed via condition/s, then the application shall be referred to Council for consideration. 6. Where an application has been refused or a conditional approval issued under delegated authority, and the applicant feels aggrieved by the decision, the applicant may require that the application be referred to Council for reconsideration. In such cases the applicant shall provide a written statement outlining the basis of their request for consideration. Unless otherwise agreed to by the delegated officer, such written statement shall be provided a minimum of 10 working days prior to the meeting at which the applicant wishes the application to be reconsidered. 7. Notwithstanding the above, any application may be referred to Council for consideration where, in the opinion of the delegated officer, it is considered appropriate.
Statutory framework	<i>Local Government Act 1995</i> (Section 5.42) & <i>Planning and Development Act 2005</i>

Shire of Leonora

Policy	Nil
Record keeping	A summary of planning approvals for the preceding calendar month shall be provided in the Information Bulletin presented to Council each month. For each application determined during the preceding calendar month/s, the summary shall identify; • The application number; • The name/s of the applicant/s and owners; • The particulars of the affected property; • The dates of application and determination; • Whether the application was approved or refused; and • Whether the decision was made under a sub delegation.

Amendments			
Date	Type	Amendment	References
21 Nov 2023	Amended delegation	Reviewed	---
12 Dec 2025	Amended delegation	Reviewed	---

Delegation	P02 Subdivision Applications [DRAFT]
Head of power	6. Planning
Delegator	Local Government
Function	1. Pursuant to Section 5.42 of the <i>Local Government Act 1995</i> (as amended), delegation of authority to advise the Western Australian Planning Commission with regards to applications referred to the Shire, is extended to the Chief Executive Officer subject to consistency with the Shire of Leonora Local Planning Scheme No. 2, the Residential Design Codes of Western Australia, and any other strategies or policies adopted by Council in respect of the affected land and only in the circumstances set out below. All other applications referred by the Western Australian Planning Commission shall be referred to Council for consideration 2. Pursuant to Section 5.42 of the <i>Local Government Act 1995</i> (as amended), delegation of authority to advise the Western Australian Planning Commission with regards to the clearance of conditions determined by the Commission and for which the Local Government is nominated as a clearance agency, is extended to the Chief Executive Officer subject to consistency with the Shire of Leonora Local Planning Scheme No. 2, the Residential Design Codes of Western Australia, the Shire of Leonora Local Planning Strategy, and any other strategies or policies adopted by Council in respect of the affected land and the additional conditions set out below. 3. Notwithstanding the conditions below, any matter may be referred to Council for consideration where, in the opinion of the delegated officer, it is considered appropriate.
Delegates	CEO

Conditions	1. Applications proposing the amalgamation of existing lots without any other changes to the boundaries of any of the lots affected by the application. 2. Applications affecting 'Residential' zoned land 3. Applications for boundary adjustments other than 'Residential' zoned land where the total number of lots within the area affected by the application will not increase, the size of the smallest lot within the application area will not decrease by greater than 10%, there will be no increase in the number of lots below 100 hectares in size and the proposal represents a rationalisation of boundaries to ensure greater consistency with physical and/or cadastral boundaries. 4. Applications consistent with an endorsed Subdivision Guide Plan or Structure Plan. 5. Applications involving the creation of lots for the purposes of public or servicing authorities, where the application does not involve the creation of any new roads. 6. Amended plans for applications that have been considered by Council within the last two years and the amendments are of a minor nature. 7. Applications previously determined by Council where the Western Australian Planning Commission period of approval has expired (or will imminently expire) and a new application has been required to be lodged. 8. Where the Australian Planning Commission has not been advised in respect of any particular application pursuant to the delegations outlined in Function 1 above, Council may, when giving consideration to the application identify any of the recommended conditions as being conditions that need to be referred to Council for consideration prior to clearing. 9. Where clearance of conditions is to be determined pursuant to this clause and the applicant feels aggrieved by any decision of the delegated officer, the applicant may require that the matter be referred to Council for reconsideration. In such cases the applicant shall provide a written statement outlining the basis of their request for reconsideration. Unless otherwise agreed to by the delegated officer, such written statement shall be provided a minimum of 10 working days prior to the meeting at which the applicant wishes the matter to be reconsidered
Statutory framework	<i>Local Government Act 1995 (Section 5.42) & Planning and Development Act 2005</i>
Policy	Nil
Record keeping	A summary of decisions made pursuant to Functions 1 and 2 shall be provided in the Information Bulletin presented to Council. For each decision made during the preceding calendar month/s, the summary shall identify; • The WAPC reference number; • The names of the proponents and owners; • The particulars of the affected property; • A short description of the proposal; • The date of determination; • Whether the decision was made pursuant to Function 1 or 2; and • If the decision was made under a sub-delegation.

Amendments			
Date	Type	Amendment	References
21 Nov 2023	Amended delegation	Reviewed	---
12 Dec 2025	Amended delegation	Reviewed	---

AMENDMENTS

Delegation	Date	Type	Amendment	References
A01 Contract Variations	16 May 2023	Amended delegation	Reviewed	Nil
A01 Contract Variations	21 Nov 2023	Amended delegation	Reviewed & Amended	Nil
A01 Contract Variations	12 Dec 2025	Amended delegation	Reviewed - numbering amended and update to record keeping	Nil
A02 Legal Advice – Representation	16 May 2023	Amended delegation	Reviewed	Nil
A02 Legal Advice – Representation	21 Nov 2023	Amended delegation	Reviewed & Amended	Nil
A02 Legal Advice – Representation	12 Dec 2025	Amended delegation	Reviewed and numbering amended	Nil
A03 Enforcements and Legal Proceedings	21 Nov 2023	Amended delegation	Reviewed	Nil
A03 Enforcements and Legal Proceedings	28 Dec 2023	Amended delegation	Additional sub-delegation to Manager Business Services.	
A03 Enforcements and Legal Proceedings	12 Dec 2025	Amended delegation	Reviewed and numbering amended	Nil
A04 Tenders	15 Feb 2011	Amended delegation	Reviewed & Amended	Nil
A04 Tenders	21 Nov 2023	Amended delegation	Reviewed	Nil
A04 Tenders	15 Oct 2024	Amended delegation	2) Amend amount to \$249,999 from \$30,000	Nil
A04 Tenders	12 Dec 2025	Amended delegation	Reviewed and numbering amended	Nil
A05 Trade/Vendor Licences	15 Feb 2011	Amended delegation	Reviewed & Amended	Nil
A05 Trade/Vendor Licences	21 Nov 2023	Amended delegation	Reviewed	Nil
A05 Trade/Vendor Licences	28 Dec 2023	Amended delegation	Additional sub-delegation to Manager Business Services.	

Shire of Leonora

Delegation	Date	Type	Amendment	References
A05 Trade/Vendor Licences	15 Oct 2024	Amended delegation	Amend 4) "The CEO must consider any nuisance created by the nature of the business".	Nil
A05 Trade/Vendor Licences	12 Dec 2025	Amended delegation	Reviewed and numbering amended	Nil
A06 Appointment of Complaints Officer(s)	21 Nov 2023	Amended delegation	Reviewed	Nil
A06 Appointment of Complaints Officer(s)	12 Dec 2025	Amended delegation	Reviewed and numbering amended	Nil
A07 Appointment of Caretaker – Ageing in Place Village	12 Dec 2025	Amended delegation	Reviewed and numbering amended	Nil
A08 Powers of Entry	12 Dec 2025	New delegation	New	Nil
A09 Declaring a Vehicle to be an Abandoned Vehicle Wreck	12 Dec 2025	New delegation	New	Nil
A10 Confiscated or uncollected goods	12 Dec 2025	New delegation	New	Nil
A11 Disposal of sick or injured impounded animals	12 Dec 2025	New delegation	New	Nil
A12 Authorised persons to perform specified functions under the local Government Act 1995	12 Dec 2025	New delegation	New	Nil
B01 Dwellings Unfit for Habitation	15 Feb 2011	Amended delegation	Reviewed & Amended	Nil
B01 Dwellings Unfit for Habitation	18 Feb 2014	Amended delegation	Reviewed & Amended	Nil
B01 Dwellings Unfit for Habitation	21 Nov 2023	Amended delegation	Reviewed	Nil
B01 Dwellings Unfit for Habitation	12 Dec 2025	Amended delegation	Reviewed	Nil
B02 Dwellings to be Repaired	15 Feb 2011	Amended delegation	Reviewed & Amended	Nil

Delegation	Date	Type	Amendment	References
B02 Dwellings to be Repaired	18 Feb 2014	Amended delegation	Reviewed & Amended	Nil
B02 Dwellings to be Repaired	21 Nov 2023	Amended delegation	Reviewed	Nil
B02 Dwellings to be Repaired	12 Dec 2025	Amended delegation	Reviewed	Nil
B03 Park Homes	15 Feb 2011	Amended delegation	Reviewed & Amended	Nil
B03 Park Homes	21 Nov 2023	Amended delegation	Reviewed	Nil
B03 Park Homes	12 Dec 2025	Amended delegation	Reviewed	Nil
B04 Building / Demolition Permits	18 Feb 2020	Amended delegation	Reviewed & Amended	Nil
B04 Building / Demolition Permits	21 Nov 2023	Amended delegation	Reviewed	Nil
B04 Building / Demolition Permits	12 Dec 2025	Amended delegation	Reviewed - changes to Delegates-Subdelegate	Nil
B05 Building / Demolition, Extension of Time to Complete	18 Feb 2020	Amended delegation	Reviewed & Amended	Nil
B05 Building / Demolition, Extension of Time to Complete	21 Nov 2023	Amended delegation	Reviewed	Nil
B05 Building / Demolition, Extension of Time to Complete	12 Dec 2025	Amended delegation	Reviewed - changes to Delegates-Subdelegate	Nil
B06 Building Orders	18 Feb 2020	Amended delegation	Reviewed & Amended	Nil
B06 Building Orders	21 Nov 2023	Amended delegation	Reviewed	Nil
B06 Building Orders	12 Dec 2025	Amended delegation	Reviewed - changes to Delegates-Subdelegate	Nil
B07 Grant of Occupancy Permit, Building Approval Certificate	18 Feb 2020	Amended delegation	Reviewed & Amended	Nil

Delegation	Date	Type	Amendment	References
B07 Grant of Occupancy Permit, Building Approval Certificate	21 Nov 2023	Amended delegation	Reviewed	Nil
B07 Grant of Occupancy Permit, Building Approval Certificate	12 Dec 2025	Amended delegation	Reviewed - changes to Delegates-Subdelegate	Nil
B08 Extension of Period of Duration of Occupancy Permit or Building Approval Certificate	18 Feb 2020	Amended delegation	Reviewed & Amended	Nil
B08 Extension of Period of Duration of Occupancy Permit or Building Approval Certificate	21 Nov 2023	Amended delegation	Reviewed	Nil
B08 Extension of Period of Duration of Occupancy Permit or Building Approval Certificate	12 Dec 2025	Amended delegation	Reviewed - changes to Delegates-Subdelegate	Nil
B09 Authorised Persons – Building Act 2011	18 Feb 2020	Amended delegation	Reviewed & Amended	Nil
B09 Authorised Persons – Building Act 2011	21 Nov 2023	Amended delegation	Reviewed	Nil
B09 Authorised Persons – Building Act 2011	12 Dec 2025	Amended delegation	Reviewed - changes to Delegates-Subdelegate	Nil
B10 Certificate of Design Compliance	18 Feb 2020	Amended delegation	Reviewed & Amended	Nil
B10 Certificate of Design Compliance	21 Nov 2023	Amended delegation	Reviewed	Nil
B10 Certificate of Design Compliance	12 Dec 2025	Amended delegation	Reviewed - changes to Delegates-Subdelegate	Nil
B11 Disposing of property (Land) by lease or licence	12 Dec 2025	New delegation	New	Nil
E01 Temporary Road Closures	15 Feb 2011	Amended delegation	Reviewed and Amended	Nil
E01 Temporary Road Closures	16 May 2023	Amended delegation	Reviewed	Nil

Delegation	Date	Type	Amendment	References
E01 Temporary Road Closures	21 Nov 2023	Amended delegation	Reviewed and Amended	Nil
E01 Temporary Road Closures	12 Dec 2025	Amended delegation	Reviewed - changes to title and addition to Function - community events to be included	Nil
E02 Road Trains and Extra Mass Permits	15 Feb 2011	Amended delegation	Reviewed and Amended	Nil
E02 Road Trains and Extra Mass Permits	21 Nov 2023	Amended delegation	Reviewed	Nil
E02 Road Trains and Extra Mass Permits	28 Dec 2023	Amended delegation	Additional sub-delegation to Manager Works and Services.	
E02 Road Trains and Extra Mass Permits	15 Oct 2024	Amended delegation	Amend N/A to Manager of Works and Services	Nil
E02 Road Trains and Extra Mass Permits	12 Dec 2025	Amended delegation	Reviewed	Nil
E03 Traffic Control Signals and Road Regulatory Devices	15 Feb 2011	Amended delegation	Reviewed and Amended	Nil
E03 Traffic Control Signals and Road Regulatory Devices	21 Nov 2023	Amended delegation	Reviewed	Nil
E03 Traffic Control Signals and Road Regulatory Devices	28 Dec 2023	Amended delegation	Additional sub-delegation to Manager Works and Services.	
E03 Traffic Control Signals and Road Regulatory Devices	15 Oct 2024	Amended delegation	Amend N/A to Manager of Works and Services	Nil
E03 Traffic Control Signals and Road Regulatory Devices	12 Dec 2025	Amended delegation	Reviewed	Nil
F01 Payment of Accounts	15 Feb 2011	Amended delegation	Reviewed and Amended	Nil
F01 Payment of Accounts	16 May 2023	Amended delegation	Reviewed	Nil
F01 Payment of Accounts	21 Nov 2023	Amended delegation	Reviewed and Amended	Nil

Shire of Leonora

Delegation	Date	Type	Amendment	References
F01 Payment of Accounts	28 Dec 2023	Amended delegation	Additional sub-delegation to Manager Business Services, Manager Community Services and Manager Works and Services.	
F01 Payment of Accounts	15 Oct 2024	Amended delegation	Amend Deputy Chief Executive Officer to Manager of Business Services	Nil
F01 Payment of Accounts	12 Dec 2025	Amended delegation	Reviewed	Nil
F02 Investments	16 May 2023	Amended delegation	Reviewed	Nil
F02 Investments	21 Nov 2023	Amended delegation	Reviewed and Amended	Nil
F02 Investments	15 Oct 2024	Amended delegation	Remove reference to Deputy Chief Officer	Nil
F02 Investments	12 Dec 2025	Amended delegation	Reviewed	Nil
F03 Hire Fees & Charges	16 May 2023	Amended delegation	Reviewed	Nil
F03 Hire Fees & Charges	21 Nov 2023	Amended delegation	Reviewed & Amended	Nil
F03 Hire Fees & Charges	28 Dec 2023	Amended delegation	Additional sub-delegation to Manager Community Services.	
F03 Hire Fees & Charges	12 Dec 2025	Amended delegation	Reviewed - changes to title	Nil
F04 Rate Records and Recovery of Rates and Service Charges	15 Feb 2011	Amended delegation	Reviewed and Amended	Nil
F04 Rate Records and Recovery of Rates and Service Charges	16 May 2023	Amended delegation	Reviewed	Nil
F04 Rate Records and Recovery of Rates and Service Charges	21 Nov 2023	Amended delegation	Reviewed and Amended	Nil
F04 Rate Records and Recovery of Rates and Service Charges	15 Oct 2024	Amended delegation	Change to numbering - 5)	Nil

Shire of Leonora

Delegation	Date	Type	Amendment	References
F04 Rate Records and Recovery of Rates and Service Charges	12 Dec 2025	Amended delegation	Reviewed	Nil
F05 Rating Exemptions	12 Dec 2025	Amended delegation	Reviewed	Nil
F06 Surplus Equipment, Materials and Tools	15 Feb 2011	Amended delegation	Reviewed and Amended	Nil
F06 Surplus Equipment, Materials and Tools	16 May 2023	Amended delegation	Reviewed	Nil
F06 Surplus Equipment, Materials and Tools	21 Nov 2023	Amended delegation	Reviewed and Amended	Nil
F06 Surplus Equipment, Materials and Tools	28 Dec 2023	Amended delegation	Additional sub-delegation to Manager Business Services, Manager Community Services and Manager Works and Services.	
F06 Surplus Equipment, Materials and Tools	12 Dec 2025	Amended delegation	Reviewed	Nil
F07 Purchase Order Authorisation	15 Feb 2011	Amended delegation	Reviewed and Amended: 15th February 2011, 17th February 2015, 16th February 2016, 21st February 2017, 18th February, 2020 & 21st December, 2021, 21 November 2023	Nil
F07 Purchase Order Authorisation	16 May 2023	Amended delegation	Reviewed	Nil
F07 Purchase Order Authorisation	28 Dec 2023	Amended delegation	Additional sub-delegation to Manager Business Services, Manager Community Services. Removal of DCEO (position no longer).	
F07 Purchase Order Authorisation	15 Oct 2024	Amended delegation	Amend Deputy Chief Officer to Manager Business Services and Manager Community Services. Amend/remove text; "Where a regulatory tender exemption is utilised by the Shire for purchases above \$250,000, full Council to approve" "Duplicate of purchase order to be handed to Accounts Officer" "Triplicate stored in original purchase order book" "Complete order books to be returned to Administration Officer for archiving"	Nil

Delegation	Date	Type	Amendment	References
F07 Purchase Order Authorisation	12 Dec 2025	Amended delegation	Reviewed	Nil
H01 Environmental Health	21 Feb 2017	Amended delegation	Reviewed and Amended	Nil
H01 Environmental Health	21 Nov 2023	Amended delegation	Reviewed	Nil
H01 Environmental Health	12 Dec 2025	Amended delegation	Reviewed	Nil
H02 Local Government Septic Tank Approvals	21 Feb 2017	Amended delegation	Reviewed and Amended	Nil
H02 Local Government Septic Tank Approvals	21 Nov 2023	Amended delegation	Reviewed	Nil
H02 Local Government Septic Tank Approvals	12 Apr 2024	Amended delegation	Delegation missed - needed to be assign to CEO as of 01/07/2023.	
H02 Local Government Septic Tank Approvals	12 Dec 2025	Amended delegation	Reviewed	Nil
H03 Dealing with Nuisances	15 Feb 2011	Amended delegation	Reviewed & Amended	Nil
H03 Dealing with Nuisances	21 Feb 2017	Amended delegation	Reviewed & Amended	Nil
H03 Dealing with Nuisances	21 Nov 2023	Amended delegation	Reviewed	Nil
H03 Dealing with Nuisances	12 Dec 2025	Amended delegation	Reviewed	Nil
H04 Camping other than at a Park or a Camping Ground	15 Feb 2011	Amended delegation	Reviewed & Amended	Nil
H04 Camping other than at a Park or a Camping Ground	21 Nov 2023	Amended delegation	Reviewed	Nil
H04 Camping other than at a Park or a Camping Ground	12 Dec 2025	Amended delegation	Reviewed	Nil
H05 Food Act 2008 – Enforcement Action (Section 122)	21 Feb 2017	Amended delegation	Reviewed & Amended	Nil

Shire of Leonora

Delegation	Date	Type	Amendment	References
H05 Food Act 2008 – Enforcement Action (Section 122)	21 Nov 2023	Amended delegation	Reviewed	Nil
H05 Food Act 2008 – Enforcement Action (Section 122)	12 Dec 2025	Amended delegation	Reviewed	Nil
H06 Appointment of Authorised Officers – Public Health Act 2016	21 Nov 2023	Amended delegation	Reviewed	Nil
H06 Appointment of Authorised Officers – Public Health Act 2016	12 Dec 2025	Amended delegation	Reviewed	Nil
H07 Authorised Officers for Certificates of Authority	21 Nov 2023	Amended delegation	Reviewed	Nil
H07 Authorised Officers for Certificates of Authority	12 Dec 2025	Amended delegation	Reviewed	Nil
P01 Development Applications	21 Nov 2023	Amended delegation	Reviewed	Nil
P01 Development Applications	12 Dec 2025	Amended delegation	Reviewed	Nil
P02 Subdivision Applications	21 Nov 2023	Amended delegation	Reviewed	Nil
P02 Subdivision Applications	12 Dec 2025	Amended delegation	Reviewed	Nil

10.0 REPORTS

10.2 CHIEF EXECUTIVE OFFICER REPORTS

10.2.(C) APPOINTMENT OF THE INDEPENDENT PRESIDING MEMBER TO THE AUDIT RISK AND IMPROVEMENT COMMITTEE

SUBMISSION TO: Ordinary Council Meeting
Meeting Date: 12th December 2025

AGENDA REFERENCE: 10.2.(C) DEC 25

SUBJECT: Appointment of the Independent Presiding Member to the Audit Risk and Improvement Committee

LOCATION/ADDRESS: Leonora

NAME OF APPLICANT: Ty Matson

FILE REFERENCE: Committees

AUTHOR, DISCLOSURE OF ANY INTEREST AND DATE OF REPORT

NAME: Ty Matson

OFFICER: Chief Executive Officer

INTEREST DISCLOSURE: Nil

DATE: 1st December 2025

SUPPORTING DOCUMENTS: 1. Michelle Bennet Response (Confidential)

BACKGROUND

Audit, Risk and Improvement Committee members are appointed to the Committee by Council, in accordance with section 7.1A of the Local Government Act 1995 (the Act).

As a result of Local Government Act Reform, amendments of the Local Government Act 1995 will require that the Shire of Leonora appoint an independent presiding member and an independent deputy presiding member to the Shire of Leonora's Audit, Risk and Improvement Committee.

At the Ordinary Council Meeting held on 15 July 2025 at the Shire of Leonora, Council adopted the following resolution;

that Council by an absolute majority in accordance with sections 5.12 and 5.13 of the LG Act; Support the proposal for the Appointment of a Shared Regional Independent Chair for the Audit, Risk and Improvement Committee across GVROC member Councils.

The GVROC initiative aimed to source a suitably qualified and experienced person willing to act as the presiding member for individual shires. The selection criteria for the shared independent chair were:

- Professional Qualifications: Membership of a recognised professional body (e.g., CPA Australia or Chartered Accountants Australia and New Zealand)
- Experience: Demonstrated experience in audit, risk management, or governance roles, preferably within the public sector
- Independence: No current or recent (within the past two years) employment or elected positions within any GVROC member council

- Skills: Strong analytical, communication, and leadership skills

A number of candidates were provided to the CEO's and a preferred person was agreed upon for recommendation to individual councils for appointment as Independent Presiding Member. Ms Bennett meets all of the selection criteria and is recommended for appointment.

A key benefit of the shared approach is that it reduces the burden on individual councils in sourcing a presiding member. In addition, pooling several councils in the same region makes the role financially viable for the appointee. Training and development costs can also be shared among participating councils.

It is likely that Ms Bennet may attend meetings remotely. This would be an obvious preference for any person considering taking on the role. The sitting fees are mandated and reasonably low should the person be required to attend in person at all meetings.

STAKEHOLDER ENGAGEMENT

Stakeholder engagement was not required.

STATUTORY ENVIRONMENT

The Local Government Act has been amended to require that an independent person be appointed as presiding member of Council's Audit, Risk and Improvement Committee.

POLICY IMPLICATIONS

The policy is consistent with and promotes Council's *A 1.8 Internal Controls* policy.

FINANCIAL IMPLICATIONS

The Local Government Act 1995, section 5.100 provides for independent committee members to receive meeting fees. The Salaries and Allowances Tribunal has issued a Determination to allow for the payment of meeting fees to independent committee members. Local governments have the ability to set appropriate fees, within a specified range set by the Tribunal. The current sitting fee is \$450, however other considerations such as travel; accommodation and incidentals will need to be included in overall costs.

STRATEGIC IMPLICATIONS

Improved governance and accountability.

RISK MANAGEMENT

The State Government has mandated that Local Government Council are to appoint an independent chair to the ARIC. There is a risk that Council will not be able to source an independent chair should it not proceed with the recommended candidate.

RECOMMENDATIONS

That Council appoints to the Shire of Leonora's Audit, Risk and Improvement Committee as independent member, Michele Bennett, as Independent Presiding Member.

VOTING REQUIREMENT

Absolute Majority

COUNCIL DECISION

Moved: Cr NF Sprigg dos Santos

Seconded: Cr F Harris

That Council appoints to the Shire of Leonora's Audit, Risk and Improvement Committee as independent member, Michele Bennett, as Independent Presiding Member.

CARRIED BY ABSOLUTE MAJORITY (7 VOTES TO 0)

*For; Cr PJ Craig, Cr RA Norrie, Cr F Harris, Cr AE Taylor,
Cr TM Nardone, Cr CA Cotterill, Cr NF Sprigg dos Santos*

10 October 2025

Andrew Mann
Executive Officer
Goldfields Voluntary Regional Organisation of Councils

Via Email: mannadvisory@bigpond.com

**Re: Statement of Approach to the Role - Independent Presiding/Deputy Presiding Member,
GVROC Audit, Risk & Improvement Committees**

In response to your request for additional evidence, as outlined in Sections 2.1 and 2.2 of the document titled *"Shared Regional Independent Presiding and Deputy Presiding Members to Goldfields Esperance Region LG ARICs"*, I am pleased to provide the following statement of approach.

1. Understanding the Goldfields-Esperance Regional Context

The Goldfields–Esperance Region spans a vast and diverse landscape of approximately 940,000 km² and includes nine local governments (noting that the City of Kalgoorlie-Boulder will not be participating). These councils vary significantly in size, population, resources, and service delivery capacity, leading to different organisational maturities, audit capabilities, and risk appetites.

My approach recognises and respects these differences while ensuring that every Audit, Risk & Improvement Committee (ARIC) operates in alignment with the consistent governance and accountability expectations established under the Local Government Amendment Act 2024.

2. Adaptive and Integrated Governance Oversight

I will adopt a differentiated oversight model that balances consistent governance standards with local flexibility and responsiveness.

- **Flexibility depending on risk**

As Presiding or Deputy Presiding Member, I intend to apply a flexible, risk-based approach that acknowledges the diversity of councils within the Goldfields–Esperance Region and the varying nature of their strategic and operational risks.

- **Tailored Assurance**

Smaller councils with limited capacity may benefit from greater emphasis on compliance and risk fundamentals and financial sustainability, including asset management. Larger entities, by

contrast, may require deeper analysis of integrated risk frameworks, financial sustainability, including asset management, and corporate governance.

- **Maturity Mapping**

During the first year, I propose to develop a 'risk maturity snapshot' for each GVROC council. This will guide prioritisation, enable benchmarking, and provide an evidence base for future improvement initiatives.

3. Regional Coordination and Legislative Alignment

I recognise that each GVROC Local Government operates on a slightly different audit and financial reporting cycle, with most conducting a minimum of four Audit, Risk and Improvement Committee (ARIC) meetings per year — generally scheduled around February/March, June/July, September/October and November/December, with additional meetings as required. To ensure consistency with both legislative requirements and each council's operational needs, I would structure the meeting approach as follows:

- **Regional Coordination Calendar:**

Where possible develop a shared GVROC ARIC master calendar that maps all eight councils' audit cycles into a consolidated annual schedule. This will identify overlapping requirements (e.g. OAG interim and final audits, Compliance Audit Returns, Reg 17 reviews) to enable logical grouping of meetings.

- **Clustered Scheduling for Efficiency**

Meetings will be sequenced geographically — for example, scheduling the Shires of Menzies, Leonora, and Laverton in the same week — to optimise travel, minimise cost, and improve continuity of oversight discussions. Subject to scheduling, I would attend all eight committee meetings across a two- to three-week period.

- **Attendance and Accessibility**

As much of my work is delivered remotely, I can operate from any location, enabling in-person attendance when required while maintaining business continuity. This approach minimises cost for both GVROC members and my clients.

- **Alignment with Statutory Timelines**

Each quarter's meeting cycle will be aligned with key regulatory obligations:

- Feb–Mar: Compliance Audit Return and mid-year budget review.
- Jun–Jul: Interim audit findings and financial-management review.

- Sep–Oct: Strategic risk and governance performance reviews.
- Nov–Dec: Annual financial statements and OAG closing audit report.

As well as co-ordinating specific council requirements into each council's committee workplan.

- **Hybrid Meeting Model**

To manage the geographic spread, I propose a hybrid meeting model — in-person attendance for key statutory reviews (e.g. interim and final audits) and online participation for interim items. Emphasis will be placed on in-person engagement during the first year to build relationships and trust with staff and councillors, enhancing the effectiveness of future virtual meetings.

- **Shared Reporting and Communication**

I will prepare concise, standardised ARIC summary reports for each council and contribute to an aggregated GVROC annual governance and risk trends summary. This shared reporting framework will support regional learning, benchmarking, and continuous improvement.

4. Integrated Legislative and Performance Focus

Consistent with section 87 of the Local Government Amendment Act 2024, the ARIC's scope now includes continuous improvement across financial reporting, governance and compliance, risk management, internal audit, and public-sector performance.

My approach will include the following components:

- **Financial Reporting**

Early liaison with finance officers to align audit plans with each council's audit cycle; proactive review of OAG findings and management responses.

- **Governance & Compliance**

Support CEOs in maintaining compliance calendars and legislative adherence; foster a 'no-surprise' governance culture.

- **Risk Management**

Facilitate consistent risk registers and treatment tracking across councils, supported by comparative dashboards where feasible.

- **Internal Audit**

Promote shared or regionally coordinated internal-audit resources to reduce duplication and cost.

- **Workplan Performance & Improvement**

Maintain consistent reporting and workplan structures, while tailoring implementation to each council's circumstances.

5. Collaboration and Continuous Improvement

I view the ARIC as a capacity-building mechanism as much as an oversight body. My facilitative approach emphasises:

- Building constructive relationships with CEOs, governance and finance staff, and councillors.
- Coaching and mentoring on governance, audit, and risk practice (especially for smaller administrations).
- Promoting shared learnings across GVROC councils — a practical embodiment of resource sharing and peer improvement.

6. Outcome-Focused Approach

Ultimately, the objective is to help each GVROC council:

- Achieve compliance certainty and audit readiness.
- Strengthen financial and risk resilience.
- Embed a culture of continuous improvement.
- Demonstrate measurable uplift in governance maturity across the region.

7. Proposed Fee Structure

I propose the following fee structure for the provision of services as Independent Presiding or Deputy Presiding Member for the GVROC Audit, Risk & Improvement Committees.

Payments may be made through LGiQ Pty Ltd, of which I am the owner and Managing Director, ensuring that WorkCover and superannuation are appropriately managed and councils are not directly liable.

Noting that the tribunal is yet to determine presiding member fees, these rates are indicative and open to negotiation in line with any legislative determination.

Item	Basis	Proposed Rate (excl. GST)	Notes / Inclusions
Attendance at scheduled ARIC meetings (Presiding Member)	Per meeting (approx. 2–3 hours plus preparation)	\$700 per meeting (Noting that the tribunal is yet to determine presiding member fees, these rates are indicative and open to negotiation in line with any legislative determination.)	Chairing the meeting, agenda liaison with CEO/ governance/ finance staff, oversight of reports and minutes.
Additional workshops / extraordinary meetings / training sessions	Per meeting (approx. 2–3 hours plus preparation)	\$700 per meeting	For training, risk reviews or other sessions outside scheduled ARIC meetings.
Travel reimbursement	As incurred / ATO rate	Actual cost up to ATO allowance	Generally travel will be from Adelaide SA by private vehicle. Kilometres travelled, accommodation and meals required while travelling to and from the general region could be shared equitably between councils. Specific kilometres travelled, accommodation and meals between councils would be charged to specific councils.
GST	—	+10 %	LGiQ Pty Ltd is GST-registered.

Thank you for considering my application for this role. Please don't hesitate to call me on **0404467766** or
via email at **michele@lgiq.com.au** should you have any questions or require further information.

Yours sincerely,



Michele Bennetts

10.0 REPORTS

10.2 CHIEF EXECUTIVE OFFICER REPORTS

10.2.(D) PROPOSED CONTRACT TO MANAGE JET A-1 FUEL SUPPLIES AT LEONORA AERODROME

SUBMISSION TO: Ordinary Council Meeting
Meeting Date: 12th December 2025

AGENDA REFERENCE: 10.2.(D) DEC 25

SUBJECT: Proposed Contract to Manage Jet A-1 Fuel Supplies at Leonora Aerodrome

LOCATION/ADDRESS: Leonora Aerodrome

NAME OF APPLICANT: BP Australia Pty Ltd

FILE REFERENCE: Airport

AUTHOR, DISCLOSURE OF ANY INTEREST AND DATE OF REPORT

NAME: Ty Matson

OFFICER: Chief Executive Officer

INTEREST DISCLOSURE: Nil

DATE: 8th December 2025

SUPPORTING DOCUMENTS: 1. Airfield Representative Contract (Confidential)

BACKGROUND

BP Australia Pty Ltd (Air BP) have leased an area of the Leonora Aerodrome for a Jet A1 Fuel Farm for a number of years. Customers are able to obtain Jet A1 through a self-service bowser. As part of the Contract shire staff undertake a number of checks of the facility. This includes daily fuel sampling, fuel level recording and serviceability checks.

The contract agreement has lapsed and in order to continue to provide the service a new contract is required. Air BP have a standard contract, and this is attached for Council's consideration.

The term of the Contract is 5 years with proposed commencement date of 1 January 2026.

STAKEHOLDER ENGAGEMENT

No third-party engagement was required or undertaken in the preparation of this report.

STATUTORY ENVIRONMENT

This is a Common Law Contract.

POLICY IMPLICATIONS

There are no identified policy implications as a result of the report's recommendations.

FINANCIAL IMPLICATIONS

Should the contract be entered into the Shire will realise a financial gain of \$2000 per month, an increase of \$1500 per month.

STRATEGIC IMPLICATIONS

Provision of JET A1 at the Leonora Aerodrome fulfills a number of strategies in Councils Plan 2025-2035 Economic Objectives. In particular *Strategy 2.1.3 Improve essential infrastructure and services to promote growth*.

RISK MANAGEMENT

Shire staff currently manage the fuel farm under an expired contract. A new contract will ensure that rights and obligations of each parties are set out. There are no identified changes to the Shire's risk profile as a result of this activity.

RECOMMENDATIONS

1. That Council approve the proposed contract between Bp Australia Pty Ltd and the Shire of Leonora for the provision of Airfield Representative Services at the Leonora Aerodrome.
2. Request Shire President and Chief Executive Officer to endorse the Contract and affix the Common Seal.

VOTING REQUIREMENT

Simple Majority

COUNCIL DECISION

Moved: Cr NF Sprigg dos Santos

Seconded: Cr AE Taylor

1. That Council approve the proposed contract between Bp Australia Pty Ltd and the Shire of Leonora for the provision of Airfield Representative Services at the Leonora Aerodrome.
2. Request Shire President and Chief Executive Officer to endorse the Contract and affix the Common Seal.

CARRIED (7 VOTES TO 0)

*For; Cr PJ Craig, Cr RA Norrie, Cr F Harris, Cr AE Taylor,
Cr TM Nardone, Cr CA Cotterill, Cr NF Sprigg dos Santos*

AIR BP

BP AUSTRALIA PTY LTD
ABN 53 004 085 616

AND

THE AIRFIELD REPRESENTATIVE

AIRFIELD REPRESENTATIVE'S AGREEMENT

LOCATION: LEONORA AIRPORT

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AIRFIELD REPRESENTATIVE'S AGREEMENT

This Agreement is dated on the date the last party signs this Agreement.

BETWEEN:

BP AUSTRALIA PTY LTD (ABN 53 004 085 616) a company with its registered office at Level 17, 717 Bourke Street, Docklands, Victoria 3008 ("BP")

AND:

THE AIRFIELD REPRESENTATIVE described in Item 1 of the First Schedule ("AR")

INTRODUCTION

- A. AR owns and operates a business engaged in airport refuelling.
- B. BP wishes to engage AR as BP's representative at the Airport to sell BP fuel and other BP products and to refuel aircraft using BP fuel.

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

Unless the context otherwise requires the following terms in this Agreement (including all schedules and attachments) shall have the following meanings:

"Affiliate" means:

- (a) a company or other legal entity which directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with a party. For this purpose, "control" means the direct or indirect ownership of fifty percent or more of the voting rights attached to the issued share capital of such company or other legal entity; or
- (b) a firm, undertaking, joint venture, association, partnership, or other form of business organisation in or through which an entity described in (a) above directly or indirectly performs as a designated operator or exercises control (directly or indirectly) regarding the management or operations of such entity and in which it directly or indirectly has an ownership, production sharing, or other economic interest.

"Agreement" means this agreement.

Version: November 2025

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"Air BP Business" means all business (whether carried on by BP or AR) relating (directly or indirectly) to the supply of BP Products including (without limitation) all business carried out under or in any way related to the "Air BP" name.

"Air BP Business Day" means a normal business day for the Air BP regional head office in Melbourne.

"Air BP Card" means any current card issued by BP to its customers authorising certain credit purchases.

"Airport" means the airport or airports listed at **Item 4** of **Schedule 1**.

"BP Affiliate" shall mean:

- (a) BP p.l.c.;
- (b) any legal entity directly or indirectly controlled by BP p.l.c. where owning fifty percent (50%) or more of the stock, equity or property of such legal entity, or having the right to appoint fifty percent (50%) or more of the members or owner representatives of such legal entity are examples of forms of control; or
- (c) a firm, undertaking, joint venture, association, partnership, or other form of business organisation in or through which an entity described in (b) above directly or indirectly performs as a designated operator or exercises control (directly or indirectly) regarding the management or operations of such entity and in which it directly or indirectly has an ownership, production sharing, or other economic interest.

"BP's Depot" means the place where Air BP's petroleum storage and dispensing facilities are located either at the Airport or near where the Airport is located.

"BP Customers" means

- (a) authorised holders of Air BP Cards or persons who have made goods orders issued or accepted by BP; or
- (b) other persons BP advises AR from time to time to be customers.

"BP's Equipment" means pumps, hoses, other fuel dispensing apparatus, machinery or any other kind of equipment, property or thing made available by BP to AR in which BP has an interest as described in **Schedule 3**.

"BP's Intellectual Property" means the Trademarks and any copyright, know-how or trade secrets (whether written or unwritten), slogans, patents and other intellectual and industrial property rights of all kinds now or in the future belonging to or under the control of BP and used in Air BP's Business.

"BP Products" means aviation petroleum and other products supplied to AR by BP (including drums and containers where BP supplies its products to AR in them).

"Confidential Information" means all information which:

- (a) is disclosed to AR or a Specified Person (**Recipient**) (whether before or after the Commencement Date) by or on behalf of BP or any BP Affiliate, or which is otherwise acquired directly or indirectly by the Recipient from BP, its employees, contractors or agents or any BP Affiliate;
- (b) relates directly or indirectly to BP, any BP Affiliate or their past, existing or future business, operations, administration or strategic plans; and
- (c) is in oral or visual form, or is recorded or stored in a Document; and

includes, without limitation, any information relating to the Air BP Business including, the existence of this Agreement, BP's ideas, products, software, inventions, trade secrets, Intellectual Property, know-how, customer lists and trade terms, pricing, marketing, suppliers, finances and business plans, but excludes information which, without breach of this Agreement or other breach of confidence:

- (d) is or becomes public knowledge;
- (e) the Recipient already knew or had on a non-confidential basis, before receiving the information from BP; or
- (f) has been independently developed or acquired by the Recipient.

"Document" means any report, policy, manual, business plan, financial document, record, memorandum, computer record, computer report, specification, circuit, survey, analysis, calculation, material strategic assessment or any other means by which information may be stored or reproduced.

"Event of Insolvency" means the appointment of a liquidator, provisional liquidator, receiver, receiver and manager, administrator or voluntary administration, compromise, arrangement, merger, amalgamation, reconstruction, official management, winding-up, dissolution, cessation of business, assignment for the benefit of creditors, scheme, composition or arrangement with creditors, insolvency, bankruptcy, or any similar procedure or, where applicable, changes in the constitution of any partnership or person, insanity or death.

"GST" means any consumption tax imposed by government which operates during the term of this Agreement or any renewal or holding over period and includes (without limitation) a goods and services tax within the meaning of the GST Law.

"GST Law" means the *A New Tax System (Goods and Services Tax) Act* (Cth) and all related acts and any other law related to or in furtherance of a GST.

"Input Tax Credit" in relation to a supply, means a credit under the GST Law for the GST payable by the recipient in respect of the supply.

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"Intellectual Property" means copyright, (including future copyright), trademarks, designs, patents, circuit layout rights, know how, software, and all other intellectual property rights, whether registered or unregistered, whether registrable or not and whether existing at the Commencement Date or created in the future.

"ITR Laws" means the applicable international trade regulation laws, regulations and orders of the European Union, United Kingdom, United Nations, United States and other applicable jurisdictions regarding export controls and economic sanctions or restrictions including, without limitation, those that prohibit or restrict the export or import of goods, services, software and technology to or from persons, countries and entities specified therein, including the provision of services by specified persons.

"Manuals" means any aviation operation or administration manual provided by BP to AR such as the Air BP Refuelling and Quality Control Regulations, Air BP Training System Volumes 1 and 2, the Air BP Small Integrated Fuelling Operation Manual (SIFO) and Air BP Policies and Procedures (including without limiting the foregoing, sections relating to ethical business practices, health safety environment and security, drug and alcohol policy) and any additions, replacements or revisions thereof made with reasonable written notice, including at the Commencement Date the manuals specified in **Item 5 of Schedule 1**.

"Nominated Trainer" means AR or one employee of AR nominated by AR and agreed to by BP who will be trained by BP in accordance with the Manuals. This person is responsible for the delivery and documentation of training of all of AR's other employees or contractors in accordance with the Manuals.

"Normal Hours of Operation" means the hours of operation specified in **Item 6 of Schedule 1**.

"Performance Criteria" means those reasonable criteria nominated to be such by BP from time to time with reasonable written notice, the initial criteria having been provided to AR prior to signing this Agreement.

"Policies and Procedures" means those summarised in **Schedule 6**.

"Schedule" means a schedule to this Agreement.

"Services" includes all those obligations of AR set out in **clause 9** of this Agreement.

"Specified Person" means an officer, employee, contractor or agent of AR or of a related body corporate of AR who has a specific need to have access to the Confidential Information for the purpose of performing the Services.

"Recipient Created Tax Invoice" in relation to a supply, means a Tax Invoice which is permitted under the GST Law to be issued by the recipient of the supply.

"Tax Invoice" in relation to a supply, means an invoice for the supply required by the GST Law to support a claim by the recipient for an Input Tax Credit for the GST on the supply.

"Term" means the period specified in **Item 3 of Schedule 1**.

“Third Party” means a person who is not a party to this Agreement.

“Trademarks” means such trade names, symbols, logos, designs, trademarks and service marks whether registered or unregistered, as BP shall from time to time use or have used in the Air BP Business or authorise to be used for the purposes of the Air BP Business and for the avoidance of doubt includes the trade name “Air BP” and any other names which BP uses in association with the Air BP business.

1.2 Interpretation

In this Agreement unless the context requires otherwise, words importing the singular shall be deemed to include the plural and vice versa, words importing one gender shall include the others, “including” and “includes” are not words of limitation and shall be deemed to mean “includes without limitation”, references to persons shall include partnerships and all recognised forms of legal entities and references to ‘Party’ or ‘Parties’ includes a party’s Affiliates.

2 APPOINTMENT OF REPRESENTATIVE

2.1 BP will acquire the services of AR to act as the representative of Air BP at the Airport for the purposes of:

- (a) handling, storing and selling BP Products; and
- (b) refuelling aircraft using BP Products,

on condition that AR does not supply the same or similar services to a competitor of BP, or supply products other than BP Products at the Airport, unless BP gives its prior written consent for AR to do so.

2.2 AR is not BP’s legal “agent” (except as set out in **clause 15**) but rather carries on an independent business on its own account. The Air BP Business conducted by AR under the terms of this Agreement may form the whole or only part of AR’s separate independent business activities.

3 TERM

3.1 Subject to **clause 5** below, this Agreement will commence on the Commencement Date and will continue for the Term, unless terminated earlier in accordance with this Agreement.

4 EARLY TERMINATION

4.1 BP may terminate this Agreement:

- (a) immediately by giving AR written notice if:
 - (i) BP considers on reasonable grounds that AR has committed a material breach of this Agreement (however if BP considers such breach does not

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pose an immediate danger to persons or property and is capable of being rectified BP may allow AR seven (7) days to rectify the breach);

- (ii) BP considers on reasonable grounds that AR has or is about to:
 - (1) damage the reputation of BP or any other entity related to or associated with BP;
 - (2) fail to comply with any safety or quality assurance procedure or requirement set out in the Manuals or the Policies and Procedures; or
 - (3) fail to comply with a relevant requirement of **clause 11.4** (as set out in **clause 11.4(c)**);
 - (iii) any lease or licence at the Airport facilitating the operation of the Air BP Business is terminated or not renewed, for any reason whatsoever; or
 - (iv) an Event of Insolvency in respect of AR occurs;
 - (v) there is, without BP's prior written consent (which shall not be unreasonably withheld), a change in control of the AR or a change in the directors, partners or trustees (as applicable) of AR or a change of any entity or person which (directly or indirectly) owns or operates the AR business;
- (b) by giving AR thirty (30) days' written notice if:
- (i) AR breaches its obligations under this Agreement at least three times in any 12-month period, and BP has provided written notice of those breaches to the Dealer;
 - (ii) AR fails to pay any sum due by it to BP under the terms and at the time and in the manner specified by this Agreement or other Agreement between AR and BP, and such default is not remedied within a period of 14 days after BP gives notice of that default to AR; or
 - (iii) if BP reasonably considers that AR fails to meet Performance Criteria.

4.2 Either Party may at any time terminate this Agreement by giving the other Party 90 days' written notice. The Agreement shall then terminate at the expiration of 90 days from the date upon which the termination notice is received by the Party to whom that notice is addressed.

4.3 If either party exercises a right to terminate with a notice period under **clause 4.2**, BP may require the AR to immediately cease providing Services under this Agreement and BP will make payment in lieu of notice. The payment in lieu of notice will comprise the set fees

payable under **clause 1.3** in **Schedule 2** that would have been payable during the notice period.

- 4.4 Immediately upon the expiry or earlier termination of this Agreement, AR shall cease to use BP's Depot and BP's Equipment and shall deliver into BP's possession (in good and tidy order and condition) BP's Depot and BP's Equipment (including but not limited to BP's Intellectual Property which is in a material form), any stock of BP Products and all BP operational or transactional records.

5 HOLDING OVER

If at the end of the Term the parties have not entered into a new agreement and AR continues to carry on Air BP Business with the consent of BP, this Agreement will continue until terminated by either party giving to the other not less than 30 days' written notice to that effect. If either party terminates this Agreement under this **clause 5**, BP may require AR to immediately cease providing the Services and BP will then make payment in lieu of notice. Payment in lieu of notice will comprise the set fees payable under **clause 1.3** in **Schedule 2** that would have been payable during the notice period. During any holding over, all the terms and conditions of this Agreement continue to bind the Parties. For the avoidance of doubt, BP may exercise its right to immediately terminate this Agreement during any holding over period where any of the circumstances set out in **clause 4.1(a)** apply.

6 LICENCE

- 6.1 BP grants to AR during the continuation of this Agreement a licence to enter upon BP's Depot and to use BP's Equipment for the sole purpose of AR carrying out its duties under the terms of this Agreement.
- 6.2 The rights conferred on AR in this Agreement shall not create any property interest whatsoever in or about BP's Depot or BP's Equipment. The rights of AR shall be those of a licensee only.
- 6.3 The licence conferred on AR does not provide for rights of exclusive occupation or possession and BP may at any time exercise all of its rights as owner or lessee (as the case may be) except that BP shall not prevent AR from performing its normal operations.
- 6.4 If AR has been carrying on the Air BP Business from premises in which BP does not have any interest, AR irrevocably agrees and shall ensure that following expiry or termination of this Agreement BP may at any time during normal business hours enter onto those premises and remove any property thereon in which BP has an interest (including BP Products and BP's Equipment).

7 COMPLIANCE WITH ALL LAWS AND BP'S MANUAL

- 7.1 AR shall operate BP's Depot, BP's Equipment and handle BP Products strictly in accordance and compliance with BP's Manuals and all legislation, regulations, by-laws, rules, lawful orders and directions given by any relevant authority.

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- 7.2 AR shall observe BP's reasonable instructions and directions for the operation and maintenance of BP's Depot and BP's Equipment and handling BP Products.
- 7.3 AR shall not carry out any maintenance or repairs on BP's Depot or BP's Equipment without the consent of BP and shall notify BP immediately upon becoming aware of any defect in the condition or state of repair of BP's Depot or BP's Equipment.

8 USE OF EQUIPMENT

- 8.1 AR shall not use BP's Equipment or BP's Depot for the storage and/or dispensing of petroleum products other than BP Products, except as may be consented to in writing by BP or set out in a Schedule.
- 8.2 AR shall not use any other equipment for the storage and/or dispensing of BP Products, except as may be consented to in writing by BP or set out in a Schedule.
- 8.3 AR shall not hinder or impede access to BP's Depot by any other person authorised in writing by BP to have access to carry out or perform such work as BP may from time to time require. BP shall use reasonable endeavours to ensure that such access and work shall not unduly interfere with AR's duty to provide the Services.
- 8.4 If any person obtains access to BP's Depot without the express authority of BP, BP will make good any physical damage incurred as a result of that unauthorised access subject to AR having undertaken all reasonable precautions to prevent the incident. BP will not cover any consequential loss of AR. Should AR have failed to take all reasonable precautions, AR shall make good any damage at its cost.
- 8.5 AR must comply with the following provisions when using BP's Depot or BP's Equipment:
- (a) AR shall at all times use BP's Depot and BP's Equipment and perform the Services strictly in accordance with the Manuals, quality control regulations and operating instructions advised to it by BP and otherwise as specifically directed by BP (which advice or directions shall be reasonable, lawful, and not inconsistent with the terms of this Agreement) and shall not in any way charge or encumber BP's Depot or BP's Equipment;
 - (b) BP or its agents or contractors shall have the right at all reasonable times to enter BP's Depot (or any other place from which AR conducts the Air BP Business or places equipment used in the Air BP Business) and to inspect such place, such equipment and all operations carried out by AR under this Agreement in order to ensure compliance by AR with the regulations, directions and instructions referred to in **clause 8.5(a)** and generally to ensure AR is complying with its obligations under this Agreement.
 - (c) The cost of maintaining and repairing BP's Depot and BP's Equipment shall be borne by the Parties as set out in **Schedule 4**, except for any costs caused or incurred directly or indirectly by the negligence or wilful misconduct of either

party or their employees, contractors or invitees which costs shall be the sole responsibility of that party.

- (d) No property or any of BP's Equipment shall pass to AR and on the expiration or sooner determination of this Agreement, BP and its representatives may enter any premises where the same may be, or supposed to be, and remove and retake possession of BP's Equipment.
- (e) AR must not move any of BP's Equipment "off air field" without BP's prior written consent.

9 PROVISION OF SERVICES – AR'S RESPONSIBILITIES

Without limitation, AR shall:

- (a) **(Supply & Deliveries)** manage supply and stock holding to ensure adequate stock is on hand to meet customer demands and promptly take delivery on behalf of BP of all BP Products delivered to AR at BP's Depot or the Airport and as may be required to deliver such BP Products promptly to BP's Customers;
- (b) **(Safeguard Products)** be responsible for the safe custody of all BP Products received by AR from or on behalf of BP and until delivered to a BP Customer. AR shall hold the BP Products on behalf of BP in accordance with instructions set out in BP's Manuals and shall on demand pay for any shortage of, damage to or other loss of such BP Products except such as are caused by BP or due to accidental fire, accidental explosion, theft by a third party (proven to the satisfaction of BP), inevitable accident or fall within the range of normal operating losses as specified by BP in writing to AR from time to time;
- (c) **(Advise leaks)** without delay after detecting any leaking drum, tank or other container containing BP Products, or after having reason to suspect any leak of BP Products, inform the relevant officer of BP, except in the event of an emergency or potential emergency AR shall first (as the circumstances require) take all necessary and suitable remedial action before informing the relevant officer of BP;
- (d) **(Refuelling)** promptly carry out the refuelling of BP Customer's aircraft as may be required to meet contracted refuelling schedules and/or ad hoc requests;
- (e) **(Marketing)** use its best endeavours to promote and develop the Air BP Business following a strategy agreed with BP including development of good relationships with customers and key stakeholders at the Airport;
- (f) **(Pricing)** in selling BP Products on behalf of BP to BP Customers authorised to use cash or credit cards (other than Air BP Cards), charge the BP Customer the price last notified to AR by BP for the relevant BP Products, and in all sales to BP Customers ensure that all relevant procedures specified by BP are followed;

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- (g) **(Credit Requirements)** supply BP Products to BP Customers only upon production of a valid Air BP Card or purchase order, as set out in the Manuals or otherwise in accordance with all relevant procedures specified by BP;
- (h) **(Cash Sales)** accept cash sales from any customers who are not BP Customers who wish to purchase BP Products from AR at the Airport ("**Cash Sales**"). Any Cash Sale must be processed as a sale from AR to the customer and not as a sale from BP to the customer. The AR must process a corresponding sale from BP to AR's own fuel account for an identical volume and identical date as the sale from AR to the customer;
- (i) **(Non-Cash Sales)** at its own discretion and risk, accept non-cash payment (such as credit card or cheque) for sales from AR to any customers who are not BP Customers ("**Non-Cash Sales**"). Any Non-Cash Sale must be processed as a sale from AR to the customer and not as sales from BP to the customer. The AR must process a corresponding sale from BP to AR's own fuel account for an identical volume and identical date as the sale from AR to the customer;
- (j) **(Receipts)** in respect of each delivery of BP Products to BP Customers complete a delivery receipt in a form prescribed by BP accurately recording the quantity, grade and batch numbers of the BP Products so delivered and retain a copy of that delivery receipt. If AR does not obtain such a receipt or record, or obtains a receipt for a quantity less than AR states was actually delivered, and the BP Customer disputes the quantity delivered then, if the dispute between BP and the BP Customer is not resolved within a reasonable time, AR shall be personally liable in respect of the disputed amount and shall make payment for that amount to BP on demand;
- (k) **(Not BP Customer)** if AR supplies BP Products to a person who is not then a BP Customer AR shall accept full responsibility for any loss which BP may suffer (other than any loss due to BP supplying AR with off-spec BP Products) and will upon demand reimburse BP for any such loss;
- (l) **(AR's Purchases)** if AR purchases BP Products itself, AR must pay for those BP Products in accordance with the trading terms notified by BP to AR. AR shall sign a delivery receipt for each such purchase and shall record the purchase in the same manner as it would record a delivery of BP Products to a BP Customer;
- (m) **(Sales Data)** maintain a personal computer, related hardware and appropriate software suitable for use by AR for the electronic transmission of sales and stock data as required by BP. AR shall complete sales and stock administration requirements and data transfer requirements as specified in the Manuals and as specified by BP in writing to AR from time to time;
- (n) **(Accounting Records)** in respect of BP Products supplied under this Agreement AR, in accordance with BP's policies and procedures, shall:
 - (i) keep proper accounts and records;

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- (ii) at all reasonable times allow BP or its agents or contractors to inspect, take copies of and check all such accounts and records and all BP Products, and promptly supply to BP all information relative thereto as BP may reasonably require; and
- (iii) promptly give to BP any information requested concerning the BP Products supplied to AR;
- (o) Provide the services specified in **clause 2.1** 24 hours per day, 7 days per week. Outside Normal Hours of Operation the AR will provide the Services specified within the Call Out Response Time specified in **Item 7 of Schedule 1**;
- (p) **(Training)** provide training to all employees (including full-time, part-time, casual or temporary staff including relief employees and contractors) via the Nominated Trainer in accordance with the Manuals. The AR must ensure that all employees have been properly trained and are competent prior to performing any particular task. Documentation confirming the training of all employees must be available for audit by BP. The AR must ensure that there is always a Nominated Trainer and that the Nominated Trainer is always available, upon BP providing reasonable notice, for participation in on-site and, as and when required, off-site training by BP.
- (q) **(Health Directives)** The AR must ensure at all times that persons it employs or engages to carry out the handling of petroleum products and the refuelling of aircraft under this Agreement are subject to, and at all times comply with, any vaccination, quarantine, reporting, or other like obligations or directives imposed on it by the Government in respect of public health and safety.

10 BP PRODUCTS AND ACCOUNTS

- 10.1 Title in any BP Products remains with BP until sold by the AR in accordance with this Agreement. To the extent permitted by law, all money received by BP from the AR will be applied in the manner and order determined by BP. Until title passes, all BP Products will be kept free of security interests (as that term is defined in the PPSA) other than in favour of BP. The AR shall ensure that the BP Products are kept in a manner so as to enable them to be clearly identified as the property of BP.
- 10.2 At such regular dates as BP may specify the AR shall measure all unsold BP Product and shall render an inventory of such BP Product, together with such other reports as BP may reasonably require in relation to the Air BP Business. BP may at any reasonable time enter BP's Depot and take an inventory of all unsold BP Product.
- 10.3 Unless the AR shall have been previously authorised by BP in writing, it shall not sell or purport to sell any BP Products that are not actually in its possession. The AR will further

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not sell, or part with possession of, any BP Products other than in the ordinary course of business of the AR pursuant to this Agreement.

11 HSSE STANDARDS AND PUBLIC IMAGE

11.1 AR shall ensure that it provides the Services in a manner consistent with the good reputation of BP and to the highest standards of service safety and environmental safety at all times.

11.2 AR agrees to operate BP's Depot, BP's Equipment and AR's business operations in a manner and to a standard that reflects favourably at all times on BP and shall avoid any course of conduct that is or might be detrimental to BP or the public image of BP, or to any of BP's Intellectual Property.

11.3 AR acknowledges that it, and its employees and contractors are operating in an environment that contains highly flammable and volatile substances and that the health and safety of employees, contractors and third parties must come before other operational and commercial considerations.

11.4 In particular AR, its employees and contractors must comply with the following:

(a) Regulatory Requirements

All States and Territories have Acts and regulations controlling health and safety at work, the storage and handling of dangerous goods and protection of the environment ("**Regulatory Requirements**"). AR must comply with all Regulatory Requirements and ensure AR and AR's employees and contractors are aware of and comply with relevant occupational health and safety laws.

(b) Air BP HSSE Policies and Procedures

In some cases, BP's Policies and Procedures will be more stringent than the Regulatory Requirements. In these cases BP's Policies and Procedures take precedence. BP may amend or add new Policies and Procedures from time to time on reasonable notice to AR. A summary of BP's Policies and Procedures as at the Commencement Date are set out in **Schedule 6**. AR, its employees and contractors must comply with Air BP Policies and Procedures.

(c) Failure to Comply

Failure to comply with the requirements of this **clause 11.4** could lead to termination of this Agreement under **clause 4**. In the case of breaches of protective devices and critical safety of fuel quality related procedures including those surrounding misfuelling and cross over prevention, termination of this Agreement may be immediate.

(d) **International Trade Regulations**

- (i) The Parties agree that the respective Parties to this Agreement and all matters arising under it are subject to economic sanctions and export control laws of the states and jurisdictions where they operate or conduct business, including without limitation, where the Agreement will be performed ("**Trade Regulations**") and affirm that they have established and will maintain compliance programs and controls that, at a minimum, meet industry standards for compliance with applicable Trade Regulations. A Party's failure to comply with the Trade Regulations constitutes a material breach of this Agreement by that Party.
- (ii) AR agrees to check the aircraft registration, the name on the aircraft and the customer name prior to refuelling to ensure all activity is compliant with applicable ITR Laws and BP's international trade regulations policy ("**ITR Policy**"). Refuelling of any listed aircraft and/or companies on the International Trade Regulation Checklist ("**ITR Checklist**") is not permitted without ITR clearance in writing as required by the latest version of ANZ O24. The Parties agree a breach of this clause will be a serious material breach of this Agreement.

12 REMUNERATION, OPERATIONAL COSTS AND GST

- 12.1 Subject to the due and proper performance and observance by AR of its duties and obligations under this Agreement, BP shall pay to AR remuneration and other benefits (if any) as set out in **Schedule 2** of this Agreement. Unless otherwise agreed by BP, such remuneration shall be credited monthly to AR's nominated bank account. All or any of such remuneration and other benefits may from time to time be varied by written agreement of BP and AR. If the Parties fail to reach agreement, either party may terminate this Agreement under **clause 4.2**.
- 12.2 All operational costs incurred by AR in the performance of the Services shall be payable by AR (unless otherwise stated herein or agreed in writing by BP).
- 12.3 If, on or after the Commencement Date of this Agreement, there is a major change in BP's Customer base or BP Customers' volume requirements or BP Customer schedules or other BP Customer activity relating to the services provided by AR under this Agreement such that this significantly affects the cost to AR of providing Services under this Agreement, BP shall reasonably determine the amount (if any) of any appropriate adjustments, and the implementation date of any appropriate adjustments, which should be made to AR's remuneration and other benefits payable by BP to AR under this Agreement.
- 12.4 BP shall communicate such remuneration adjustments (as determined in **clause 12.3**) in writing to AR.

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- 12.5 Should AR not accept the remuneration adjustments referred to in **clause 12.3**, AR may terminate this Agreement pursuant to the provisions of **clause 4.2**. Where the Agreement is not terminated by AR, it shall be deemed that AR accepts the remuneration adjustments.
- 12.6 If, on or after the Commencement Date of this Agreement, any Federal, State and Territory Government levies, duties, charges or taxes (excluding taxes on income and capital gains) which are by law payable on the goods or services provided by AR or on goods or services supplied to AR are:
- (a) abolished;
 - (b) increased;
 - (c) reduced; and/or
 - (d) introduced,
- and this affects the cost to AR of providing goods and services under this Agreement BP and AR will agree on the amount (if any) of any appropriate adjustments which should be made to the remuneration and other benefits payable by BP to AR under this Agreement.
- 12.7 An amount payable by a Party under this Agreement, in respect of a supply by the other Party which is a taxable supply under the GST Law, (unless expressed to include GST), represents the GST exclusive value of the supply and the recipient of the supply must, in addition, pay to the supplier the GST payable in respect of the supply.
- 12.8 A Party's obligation under **clause 12.7** to pay the GST on a taxable supply to it of goods and/or services by the other Party arises on the delivery by the supplier of a Tax Invoice for the supply. The Tax Invoice must comply with the requirements of the GST Law including the provision of the supplier's Australian Business Number.
- 12.9 If permitted by the GST Law the Parties agree that:
- (a) BP may issue a Recipient Created Tax Invoice to itself in respect of a taxable supply under the GST Law of goods and/or services by AR to BP;
 - (b) the Recipient Created Tax Invoice will satisfy AR's obligations under **clause 12.7**;
 - (c) AR authorises BP to issue a Recipient Created Tax Invoice to itself in accordance with this clause;
 - (d) AR will not itself issue a Tax Invoice in respect of a supply for which a Recipient Created Tax Invoice has been issued;
 - (e) AR acknowledges that it is registered for GST as at the date of this Agreement or agrees it will become registered prior to the date GST becomes payable and will notify BP if it ceases to be registered;

- (f) BP acknowledges that it is registered for GST as at the date of this Agreement or agrees it will become registered prior to the date GST becomes payable and will notify AR if it ceases to be registered.

13 PROTECTION OF BP'S CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY

13.1 Confidentiality

AR agrees that it shall only use or cause Confidential Information to be used for the purposes of this Agreement and that it shall not, except as hereinafter provided, in any way or manner make known, divulge or communicate or allow to be made known, divulged or communicated any Confidential Information or other information relating to the Air BP Business in any way or manner whatsoever to any third party, other than a Specified Person, provided the Specified Person understands and agrees to be bound by the same non-disclosure obligations as AR has under this Agreement. The Parties agree that this obligation shall survive the termination or expiry of this Agreement.

13.2 Survival of Confidentiality Obligations

The obligations under this **clause 13** shall survive the expiration or termination of this Agreement and continue for a period of three (3) years after its expiration or termination.

13.3 Permitted Disclosures

- (a) Nothing in this Agreement prohibits disclosure of information which:
 - (i) is in the public domain;
 - (ii) after disclosure to a Party becomes part of the public domain otherwise than as a result of the wrongful act of that Party;
 - (iii) is received from a Third Party provided that it was not acquired directly or indirectly by that Third Party from a Party to this Agreement; or
 - (iv) is required to be disclosed by law or by order of any Court of competent jurisdiction or any statutory or government body having authority over a Party.
- (b) The terms of this Agreement may be disclosed to:
 - (i) any legal, financial and other adviser of a Party;
 - (ii) the auditor of a Party; and/or
 - (iii) any Third Party where the prior written consent of the other Party has been obtained.
- (c) AR may disclose information relating to the Air BP Business or any other information supplied by BP to such persons as is reasonably necessary for the

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purposes of carrying on the Air BP Business in accordance with this Agreement and shall, if reasonably required by BP, obtain from persons to whom such authorised disclosure is made a written agreement in a form acceptable to BP to treat all information supplied as confidential.

13.4 Acknowledgment and Agreement

AR hereby acknowledges and agrees that:

- (a) BP has exclusive rights to BP's Intellectual Property, the Air BP Business, and all parts thereof including without limitation all advertising matter and devices, from time to time supplied and used as part of or in connection with the Air BP Business; and
- (b) any right AR has to use any of BP's Intellectual Property arises only by virtue of this Agreement and all such rights shall terminate on the termination or expiration of this Agreement for whatever reason.

13.5 Protection of Confidential Information and Intellectual Property

AR shall upon the request of BP, and at BP's cost, do all such acts and things and enter into such deeds and documents as shall be reasonably necessary for the protection of the Air BP Business or any of the Confidential Information and BP's Intellectual Property including without limitation, entering into a confidentiality agreement or registered user agreement (in such form as BP shall require) to permit AR to use any of BP's Intellectual Property. AR shall only use BP's Intellectual Property in accordance with directions given by BP in connection with the Air BP Business or in relation to products or services which have been supplied to AR by BP.

13.6 Protection of BP's Name

AR agrees not to engage in any practice which is detrimental to reputation of BP or BP's name or the value or image of any of BP's Intellectual Property or the Air BP Business or which may tend to mislead the public in any way whatsoever.

13.7 BP's Title

- (a) AR recognises BP's title to BP's Intellectual Property and shall not at any time do or suffer to be done any act or thing which will in any way impair the rights of BP in respect of BP's Intellectual Property. AR acknowledges that it has not and shall not acquire and shall not claim title to any of BP's Intellectual Property whether existing at the Commencement Date or in the future and all rights and goodwill attaching to or arising out of such use, shall accrue to the benefit of BP. AR agrees that any improvements to existing Intellectual Property it, or its employees, contractors or agents, develops, creates or invents and / or any new Intellectual Property it, or its employees, contractors or agents, develops, invents or creates, arising out of or in connection with the provision of the Services, will be owned by

BP and AR will execute any documents reasonably required by BP to confirm BP's ownership of the Intellectual Property or to otherwise give effect to this provision.

- (b) BP Affiliates are third party beneficiaries of this **clause 13.7** and shall enjoy and be entitled without restriction or additional consideration to all of the rights and privileges accruing to BP hereunder, provided that BP agrees that it shall remain fully responsible for the performance and fulfilment of all its obligations set out in this Agreement.
- (c) This **clause 13.7** survives termination of this Agreement.

13.8 No Use of Similar Marks

Save as provided in this Agreement AR shall not without the prior written consent of BP:

- (a) use at any time either during the Term or after its expiry or termination anywhere in the world, any trademarks, trade names or labelling or packaging designs which incorporate, or which substantially resemble, or are deceptively or confusingly similar to any of BP's Intellectual Property; and
- (b) use or register any company name or business name anywhere in the world during the term of this Agreement or after its expiration or termination which incorporates any of BP's Intellectual Property or any variation of the same or which is substantially identical therewith or confusingly or deceptively similar to the same.

13.9 Infringement

In the event that any infringement of the rights of BP in any of BP's Intellectual Property comes to the notice of AR during the term of this Agreement, AR shall promptly notify BP in writing and if requested by BP shall take such steps as BP may deem necessary with respect to the infringement or otherwise for the protection of BP's rights.

13.10 Third Party Rights

In the event that it comes to the notice of AR during the term of this Agreement that use of one or any of BP's Intellectual Property infringes or allegedly infringes the rights of others, AR shall promptly notify BP in writing. AR shall not make any admissions or enter into any settlement or take any substantive step in connection therewith which would prejudice BP, unless compelled by the direction of a court or other lawful authority.

14 BP CUSTOMER LISTS

For the avoidance of doubt, AR agrees that all lists of BP Customers and other related details whatsoever now and in the future are and will always remain the Intellectual Property and Confidential Information of BP.

15 NO PARTNERSHIP

- 15.1 Nothing contained in this Agreement shall create a relationship of partnership or employment. No employee or agent of AR shall be or be deemed to be an employee of BP. AR shall not have any right or authority to bind BP in any way except as expressly authorised by BP in writing (either pursuant to this Agreement or elsewhere).
- 15.2 Notwithstanding any other provision of this Agreement, AR agrees that it is not and shall not claim to represent or be deemed to be the agent of BP except for the limited purpose of the sale, handling, storage or distribution of aviation petroleum products as required for sales to BP Customers. In all other respects, AR carries out the Air BP Business as an independent contractor engaged in its own business.
- 15.3 AR shall not make or cause to be made any statement or declaration or do anything which is false or misleading or otherwise unlawful, and which may damage the reputation of BP and/or prejudice BP's ability to prosecute or defend any claim brought on behalf of or made against AR or BP by any party or person arising out of or in connection with the carrying out of AR's duties under the terms of this Agreement.

16 INSURANCE

- 16.1 Notwithstanding any prior representations, understandings or agreements (if any) relating to the provision by BP of insurance coverage, or assistance of facilitation in relation thereto, the only obligations, responsibility and liability of BP in respect of insurance are those which are set out in this **clause 16** (or in **Schedule 5**), and AR shall assert no others unless set out in writing signed by the parties subsequent to the date of this Agreement.
- 16.2 In no case shall AR obtain any benefit stemming from an insurance policy of BP's which is not available to BP under that policy. The extent of coverage made available to AR (if any) under this Agreement is, at most, back-to-back with or no more extensive than that available to BP itself under the relevant policy.
- 16.3 This **clause 15** shall be implied into any subsequent written agreement between the parties with respect to insurance (if any) unless this **clause 15** is expressly referred to and negated in such subsequent written agreement.

17 FORCE MAJEURE

- 17.1 No failure by a party to perform or comply with any provisions of this Agreement or delay in performing or complying with any provisions of this Agreement (except in relation to obligations for the payment of money) shall give rise to a claim against the other party or cause the party to be in breach of this Agreement if the failure or delay has been caused by any of the following:
- (a) in the case of BP, a shortage of supplies of petroleum products or BP Products due to a cessation of, reduction in or interference with the availability of transportation from any of BP's sources of supply of crude petroleum or aviation fuels wherever situated;

- (b) a strike, boycott or industrial action or dispute;
- (c) an action in compliance with any Act, regulation, ordinance, by-law or permit, or with any lawful direction, order or request of any responsible authority or court;
- (d) any computer program or computer processor failure; or
- (e) any other cause whatsoever reasonably beyond the control of the party.

17.2 If due to any cause referred to in **clause 17.1**, BP's stocks of BP Products from which AR is usually supplied are at any time insufficient to meet all requirements for the particular BP Product, then during the period of insufficiency of stock BP shall be entitled to withhold, reduce or suspend any deliveries of BP Products to AR to the extent BP in its discretion considers reasonably necessary and BP shall not be bound to acquire additional quantities of the BP Products concerned from other suppliers or from other BP facilities or depots.

18 ASSIGNMENT

18.1 AR shall not assign its interest or any part of its interest in this Agreement without BP's consent (not to be unreasonably withheld). BP may assign its interest or any part of its interest in this Agreement by providing reasonable written notice to AR.

19 WAIVER

No failure or partial failure by either party to enforce any of the provisions hereof shall be construed as waiving or partially waiving any such provision, and no act on the part of either party shall be deemed to be a waiver or partial waiver of any of the provisions hereof unless made in writing and signed on behalf of the party by a person duly authorised by the party giving such a waiver.

20 NOTICES

Any notices to be served upon a Party shall be sufficiently served on that Party if in writing and hand delivered or sent by post with postage paid to the registered address of that Party, the address of that Party set out in this Agreement, or such other address last notified in writing as their address for notice, or sent by email to the email address set out in this Agreement or such other email address last notified in writing as their email address for notice.

A notice sent:

- (a) by express post is taken to be received on the second Business Day after posting;
- (b) by prepaid ordinary post, is taken to be received on the sixth Business Day after posting; or
- (c) by email, is taken to be given one hour after the notice is sent, unless the sender's machine receives a delivery failure notice,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm of a Business Day, the notice is taken to be received at 9.00am on the next Business Day.

21 INTEREST AND SET-OFF

If AR fails to pay to BP any sum of money due to BP upon demand, then without prejudice to BP's right to take any other action, BP may require AR to pay interest on the outstanding amount at a rate up to the rate charged by the Australia and New Zealand Banking Group Limited (or another bank nominated by BP) from the due date or the date of the demand until the date upon which the amount is paid in full and BP may set-off that overdue amount (including interest) against any sum due to AR from BP (whether arising under this Agreement or not).

22 ENTIRE AGREEMENT

22.1 This Agreement constitutes the complete understanding between the Parties hereto with respect to the subject matter hereof and supersedes all prior discussions or representations. No modification or amendment to this Agreement shall be valid or binding upon the Parties unless such modification or amendment is in writing and signed on behalf of each of the Parties hereto by a duly authorised person.

22.2 AR acknowledges that in entering into this Agreement, it does not rely on any warranty, representation or statement made by or on behalf of BP and that BP has made no representations or assurances in relation to the likely income or sales volumes that may be expected hereunder.

22.3 Nothing in this clause or Agreement excludes either party's liability for prior false, misleading or deceptive statements or misrepresentations, whether oral or written.

23 GOODWILL

AR will not acquire any goodwill in the Air BP Business during the term of this Agreement. Such goodwill shall remain the property of BP.

24 CODE OF CONDUCT AND ANTI-BRIBERY & CORRUPTION

24.1 In connection with the AR's performance of this Agreement, the AR agrees to act consistently with BP's Code of Conduct, as displayed at:

www.bp.com/en/global/corporate/who-we-are/our-values-and-code-of-conduct.html

and adhere to the principles set out therein, including the principles of non-retaliation against 'whistle blowers'. Any failure to comply with this clause shall be deemed a material breach of this Agreement.

24.2 The AR must, and will ensure that its Affiliates must:

- (a) comply with all applicable anti-bribery and corruption and anti-money laundering laws and regulations;

- (b) not make facilitation or grease payments to:
 - (i) government officials (including directors and employees of government owned enterprises (whether wholly or partially government owned or controlled)); or
 - (ii) any person acting in any capacity for or on behalf of any government body, or public international organisation; or
 - (iii) any close family member of the persons in subclauses 24.2(b)(i) and (ii), in order to facilitate the performance of routine, non-discretionary governmental functions or actions, including those to which BP are entitled; and
 - (iv) not offer, give, or agree to give any person whosever, or solicit, accept, or agree to accept from any person, either directly or indirectly, anything of value in order to obtain, influence, induce, or reward any improper advantage,

in relation to this Agreement ("Anti-Corruption Obligations").

- 24.3 For the purposes of this **clause 24**, the AR's 'Affiliates' means its Affiliates, sub-contractors, suppliers, agents, intermediaries, and its and their directors, officers, and employees.
- 24.4 The AR shall monitor compliance with, and immediately report in writing to BP the details of any breach of the Anti-Corruption Obligations.
- 24.5 BP shall have the right to terminate this Agreement with immediate effect if BP, acting reasonably and in good faith, believes that the AR has breached in any material respect the requirements of this **clause 24**.

25 BUSINESS AND HUMAN RIGHTS

- 25.1 The AR confirms that it has carefully reviewed the BP Business and Human Rights Policy which is available at:
www.bp.com/content/dam/bp/business-sites/en/global/corporate/pdfs/sustainability/group-reports/bp-human-rights-policy.pdf
- 25.2 In connection with the AR's performance of the Agreement, and consistent with the BP Business and Human Rights Policy, the AR shall conduct its business in a manner that respects the rights and dignity of all people and internationally recognised human rights, including without limitation:
 - (a) not employing, engaging, or otherwise using, forced labour, trafficked labour, or child labour, nor engaging in or condoning abusive or inhumane treatment of workers;

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- (b) providing equal opportunities, avoiding discrimination, and respecting freedom of association of workers, in each case within the relevant national legal framework; and
 - (c) mitigating or avoiding adverse impacts to communities arising from the AR's activities, to the extent practicable.
- 25.3 BP shall have the right to terminate this Agreement with immediate effect if BP, acting reasonably and in good faith, believes that the AR has breached in any material respect the requirements of this **clause 25**.
- 26 **AUDIT**
- 26.1 During the Term and for a period of one (1) year afterwards, BP may, at its expense, carry out an inspection and audit to determine whether the AR has properly complied with its obligations under this Agreement.
- 26.2 The AR must, if given at least 5 Business Days' prior written notice of BP's desire to carry out an inspection and audit under **clause 26.1**, provide BP, its representatives and professional advisors, with reasonable access during normal business hours to all relevant books, books of account, computer and electronic records, and other documents necessary to enable BP to carry out the inspection and audit. The AR must ensure that its personnel co-operate fully with the BP and its representatives and promptly provide to the BP and its representatives an explanation of any matter reasonably required by them in connection with the inspection and audit.
- 26.3 Subject to **clause 26.4**, BP must bear its own costs associated with conducting an inspection or audit or complying with its obligations under this clause.
- 26.4 If an inspection or audit reveals a material breach by the AR of this Agreement, which in the case of an obligation to calculate or pay money is an error of more than 5%, the full cost incurred by BP in connection with the inspection and audit must be paid by the AR.
- 26.5 If in the course of undertaking any inspection and audit under this **clause 26**, BP or its personnel become aware of information which is the confidential information of the AR or third parties with whom the AR deals, then the information must be treated as if it was the Confidential Information of the AR.

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SIGNED for and on behalf of)
BP AUSTRALIA PTY LTD by its duly)
authorised representative:)

Signature of authorised representative

Mark Stephens – Regional operations lead - West

Name of authorised representative (print)

Date of signing

EXECUTED by Shire of Leonora
ABN: 15 961 454 076
in accordance with section 127(1) of the
Corporations Act 2001:

Signature of Shire CEO

Signature of Shire President

Name of Shire CEO (print)

Name of Shire President (print)

Date of signing

Date of signing

Air BP Office Use Only – DoA					
Airport:					
Name:		Signature:		Date:	

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SCHEDULE 1

1. Airfield Representative: Name: ABN: Address for notice: Email address for notice:	Shire of Leonora ABN: 15 961 454 076 16 Tower Street, Leonora WA 6438 PO Box 56 Leonora WA 6438 admin@leonora.wa.gov.au
2. Commencement Date:	1 st January 2026
3. Term of this Agreement:	60 Months (5 years)
4. Airport:	Leonora Airport
5. Manuals:	Air BP Airfield Representative Administration Guide Air BP Small Integrated Fuelling Operation Manual (SIFO) SIFO Records Manuals Emergency Procedures Manual HSSE Policies manual (issued as Technical Bulletin)
6. Normal Hours of Operation:	24 hrs – self-service bowser
7. Call Out Response Time:	N/A

Version: November 2025

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SCHEDULE 2
REMUNERATION

1. REMUNERATION

- 1.1 A fee in cents per litre on the following BP Products provided via approved Bulk deliveries into aircraft: ***Not Applicable***

PRODUCT	FEE (cpl)	APPLICATION (e.g. customer specific, generic, location or other limitations)
JET A1 (fee 1)		
JET A1 (fee 2)		
JET A1(fee 3)		
JET/FSII		
AVGAS (fee 1)		
AVGAS (fee 2)		
Piston Lubricants		
Turbine Lubricants		
Other (specify)		
Other (specify)		

NOTE: Adjusted or new fees shall be notified in writing to AR and shall be recorded and implemented in the BP electronic system for payment of such (commission) fees.

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- 1.2 A fee in cents per litre on the following BP Products provided via approved Bulk deliveries:
Not Applicable

PRODUCT	FEE (cpl)	APPLICATION (e.g. customer specific, generic, location or other limitations)
JET A1 (fee 1)		
JET/FSII		
AVGAS (fee 1)		
Other (specify)		

NOTE: BP will provide reasonable notice of adjusted or new fees in writing to AR, and those fees shall be recorded and implemented in the BP electronic system for payment of such (commission) fees.

- 1.3 Fixed Sum Payment(s):
- a) The sum of A\$2,000 per month (\$per annum) plus GST in advance being a fixed sum for all duties associated with the running of the fuel operations at Leonora Airport.
 - b) other benefits **Not Applicable**

2. CALL OUT SERVICES (if applicable)
Not Applicable

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SCHEDULE 3

BP'S EQUIPMENT: APPROVED EQUIPMENT

1. EQUIPMENT FOR THE STORAGE OR HANDLING OF AVIATION PRODUCTS

All equipment located within the depot(s) used directly or indirectly for the storage and handling of aviation products is the property of BP unless specified below as being the property of AR.

BP and AR shall ensure any AR owned storage and handling equipment approved for use by Air BP is listed in this Schedule as at the Commencement Date. AR shall nominate to BP, for BP's approval and addition to this list, any items AR requests be added to the list. **Only equipment approved by BP shall be added to this list and used for the storage or handling of aviation products.**

Item	Description of Asset	Date (added to this schedule)
1	Nil	
2		

2. OFFICE OR ANCILLARY EQUIPMENT

Essential office furniture, soft furnishings, white goods and any radio communications equipment are typically supplied by BP. AR however may supplement the basic fit out with further items of furniture, specific additional office white goods and minor kitchen/entertainment items. Additionally, AR shall typically supply IT and computer equipment (PC, printer, modem).

BP and AR shall complete this list of AR owned office equipment as at the Commencement Date of the Agreement and AR shall advise BP, for addition to this list, any items AR requests be added to the list.

Item	Description of Asset	Date (added to this schedule)
1	Nil	
2		
3		

NOTE: Items can be generically listed for simplicity.

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SCHEDULE 4 – As negotiated
APPORTIONMENT OF
DEPOT AND EQUIPMENT COSTS AND EXPENSES

BP provides for all repairs and maintenance costs to equipment owned by BP.

BP provides for the following operating costs: leases, electricity, fees and licences related to the storage and dispensing of petroleum products (excluding those relating to personnel driving or dangerous goods licences), provision of BP related sales documentation, for consumables related to aviation specific equipment (e.g. aviation fuel filters, hoses and fittings) and for petroleum fuel required for vehicle operations.

Where the costs for any AR uniforms and items of personal protective equipment (except safety boots which shall be an AR cost) are not specifically accounted for in AR remuneration then these shall be at BP's cost. Where AR remuneration includes an allowance for these items then the cost for these items shall be at AR cost.

AR provides for all labour costs related to the services for which the AR is responsible (refer Clause 9) and associated personnel costs. This includes this cost of leave relief and any long-term entitlements for AR employees.

AR provides for cost of training of AR employees by AR (Nominated Trainer) and for training courses required for completion of AR employee tasks. AR also pays all costs of obtaining business licences including without limitation, dangerous goods licences and vehicle driving and operating licences.

Where specific off-site training (e.g. AR conferences or training workshops) incurs significant costs to AR through travel and/or accommodation, BP may, at its discretion, provide for a percentage of the costs to be determined by BP.

AR provides for consumables not related to aviation specific equipment (e.g. office consumables) and for all administration and sundry expenditure costs related to AR's business.

AR provides for all communications costs relating to phones and communications (fixed and mobile) with the exception of communications costs associated with the dedicated modems for cardswipe communications or other specifically agreed communications costs.

AR provides for all costs associated with internet services (including, but not limited to, internet access, support costs and ongoing communications/connection costs). AR provides for all computer and related information technology costs required for electronic data transfer with BP.

Note: such computer and internet costs will result from AR's obligations under **clause 9(m)**.

Version: January 2025

Confidential

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SCHEDULE 5

BP'S INSURANCE AND AR

The provision of insurance cover to AR shall be limited to that provided by the Air BP insurance policies referenced in this Agreement.

No insurance coverage shall be provided for business activity conducted by AR unrelated to this Agreement. Such unrelated activities may include activities such as, but not limited to, AR's off-airfield sales of petroleum product, aircraft cleaning, directing aircraft movements, completion of aircraft wing fuel drains or aircraft airframe/engine servicing and maintenance.

AR shall be wholly responsible for any additional insurance AR deems necessary.

BP, at its discretion, maintains two public liability insurance policies relevant to AR Agreement.

1. **Air BP Global Insurance Policy: Policy Reference No. C25/BPET/00010**

- A copy of the policy as at the Commencement Date is attached in **Schedule 5**.
- As set out in **Clause 15.2** of AR Agreement, AR acts as an agent for BP for the purpose of the sale, handling, storage or distribution of aviation petroleum products as required for sales to BP Customers.
- Subject to the terms of the policy, AR acting as an agent for BP is an insured party under this policy.

2. **Air BP Australia Insurance Policy on behalf of AR: AIR BP Certificate of Currency Aviation Liability Insurance**

- A copy of the policy as at the Commencement Date is attached in **Schedule 5**.
- In this Policy the "Insured" means AR.
- The Policy has specific limitations and AR shall be responsible for assessing the extent to which this policy provides adequate insurance cover to AR.

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CERTIFICATE OF INSURANCE



Marsh Ltd
1 Tower Place West, Tower Place,
London EC3R 5BU
(Registered Office)
Registered in England and Wales No. 1507274
+44 (0)20 7357 1000 Fax +44 (0)20 7929 2705
www.marsh.com

1st May, 2025

Reference No. C25/BPET/00010

TO WHOM IT MAY CONCERN

THIS IS TO CERTIFY that as Insurance Brokers we have placed Insurance in the name of BP Plc and/or associated and/or affiliated and/or subsidiary companies as in existence or hereafter created or acquired, jointly and severally for their respective rights and interests (hereinafter called the "Insured")

The Insured's legal liability arising out of, incidental to or in connection with their aviation operations for a Combined Single Limit (bodily injury/property damage) of USD 1,000,000,000 any one Occurrence but in the annual aggregate in respect of products liability. The above mentioned coverage is subject to the War Hi-jacking and Other Perils Exclusion Clause (Aviation) AVN 48B.

EXCESS: The policy is subject to an excess of USD 2,500,000 each claim.

Geographical Limits: Worldwide excluding Russia, Belarus and Ukraine, but worldwide in respect of Products Liability..

Including the operations of the Insured in Australia, motor vehicles and their use being driven airside at an airport.

It is further certified that Insurers have applied the Date Recognition Exclusion Clause - AVN 2000A and have agreed to provide limited "writeback" of coverage in respect thereof in accordance with the Date Recognition Limited Coverage Clause AVN 2002A, as applicable.

Subject to the terms, conditions, limitations, exclusions and cancellation provisions of the relative contract number(s), as held on file by Marsh Ltd, effective for the period from 1st May, 2025 to 30th April, 2026, both days inclusive, Greenwich Mean Time.

This certificate shall be governed by and shall be construed in accordance with English Law.

Authorised Signatory

SEVERAL LIABILITY NOTICE - The subscribing insurers' obligations under policies to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511).



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MARSH ADVANTAGE INSURANCE

Air BP
Level 17
717 Bourke Street
Docklands
Melbourne, VIC 3008

Doug Williamson
Risk Advisor
Client Services
Marsh Advantage Insurance Pty Ltd
ABN 31 081 358 303
One One One Eagle Street
Level 13, 111 Eagle Street
GPO Box 2743
Brisbane QLD 4001
Tel 61 7 3115 4579 Fax 61 7 3115 4557
doug.williamson@marsh.com.au
www.marshadvantage.com.au

24 April 2025

To Whom It May Concern,

CERTIFICATE OF CURRENCY AVIATION LIABILITY INSURANCE INSURER: 360 Aviation Pty Ltd

The attached Certificate is issued as a matter of information only and confers no rights upon the holder. It does not amend, extend or alter the coverage afforded by the policy listed. It is provided as a summary only of the cover provided and is current only at the date of issue.

For full particulars, reference must be made to the current policy wording.

Yours faithfully,



Doug Williamson
Risk Advisor
Authorised Representative No: 1269310 of Marsh Advantage Insurance (AFSL 238369) ABN 31 081 358 303

Marsh Advantage Insurance treats your personal and private information in accordance with the Australian Privacy Act 1988 (Cth). Our Privacy Policy is accessible via www.marshadvantage.com.au.

YOUR INSURANCE ADVANTAGE 



AVIATION LIABILITY INSURANCE

THIS IS TO CERTIFY that as Insurance Brokers we have placed Insurance with International Markets in the name of BP Australia Pty Ltd (The Policyholder) on behalf of Air BP appointed Airfield Representatives jointly and severally for their respective rights and interests (hereinafter called 'The Insured').

Cover under this policy will be in respect of the Insured's aviation operations in connection with the supply of Air BP fuel to the Airfield Representatives customers using the Airfield Representatives invoicing, whilst operating in Australia against the following risks and up to the limits stated:-

LEGAL LIABILITIES to third parties arising out of or in the connection of refueling, defueling and lubrication of Aircraft, including Hangarkeepers exposure for a Combined Single Limit (bodily injury, property damage) of USD50,000,000 any one occurrence and in respect of Products Liability the annual aggregate is limited to USD100,000,000. Coverage includes damage to third party Aircraft by the Insured's refueling vehicles and/or refueling facilities.

Coverage also includes Extended Coverage Endorsement AVN52G (War & Terrorism) Aviation Liabilities to full policy limit.

Subject to:-

1. a deductible in respect of property damage of USD 5,000 each and every loss but in respect of damage to aircraft US\$10,000 each & every loss.
2. operations maintained to Air BP standards using Air BP equipment.

It is further certified that Insurers have applied the Date Recognition Exclusion Clause - AVN 2000A and have agreed to provide limited "writeback" of coverage in respect thereof in accordance with the Date Recognition Limited Coverage Clauses AVN 2001A and AVN 2002A, as applicable.

Subject to the terms, conditions, limitations, exclusions and cancellation provisions of the relative Policy, which is effective for the period from 00.01a.m. 30th April, 2025 to 00.00pm 30th April, 2026 both days inclusive at the address of the Insured.

The coverage provided shall not contravene any applicable United Nations sanctions.



Authorized Signatory

SEVERAL LIABILITY NOTICE - The subscribing insurers' obligations under policies to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co- subscribing insurer who for any reason does not satisfy all or part of its obligations.

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SCHEDULE 6

POLICIES AND PROCEDURES SUMMARY

1.1 Introduction

When arriving at the Air BP site, all employees, contractors or visitors must identify themselves to AR or AR designate, so they are aware of the employee or contractor's presence at the site and can ensure a site induction is performed as per AR's induction procedure. Where required airport ID passes shall be worn at all times on the Airport and visitors shall be required to wear visitor passes.

1.2 Smoking

Smoking and naked flames are not permitted on site including offices, within Air BP vehicles or on Airport operational areas at any time.

1.3 Mobile Phones

Use of mobile phones can be a significant hazard within the depot while completing refuelling activities. Air BP has a detailed policy covering the use of mobile phones and two-way radio systems. AR is expected to ensure all AR employees understand and comply with this policy.

1.4 Drugs and Alcohol

The illegal or unauthorised possession, consumption, sale or being under the influence of alcohol or illicit drugs whilst on Air BP sites is prohibited. AR shall ensure that any persons under the influence of such substances shall be immediately removed from the site. Air BP's drug and alcohol policy shall be enforced by AR for all AR employees. AR is expected to assist Air BP enforce this policy on any contractors or third parties entering the site.

1.5 Personal Protective Equipment (PPE)

AR and AR employees must wear PPE in accordance with the Air BP PPE Policy while engaged on activities related to Air BP:

- (a) Neck to toe clothing is required at all times when engaged on Air BP activities.
- (b) Safety boots are required at all times when engaged on Air BP activities.
- (c) Hearing protection is required when operating in noisy environments such as in the vicinity of aircraft with engines or APU's running.
- (d) Gloves must be worn when performing tasks or activities where contact with fuel products, hazardous chemicals or temperature extremes.

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- (e) High visibility vests must be worn at all times in the depot yard and on Airport operational areas.
- (f) Protective goggles or glasses must be worn when performing tasks or activities where contact with fuels products or hazardous chemicals is possible. At all times within the depot area of refuelling operation, safety eyewear is required.

1.6 Protective Devices

AR shall ensure that no protective devices are over-ridden. "Protective devices" includes systems such as deadman controls, overfill protection systems and grade selective devices.

1.7 Misfuelling and Crossovers

AR shall ensure that all Air BP protective measures and operational practices are fully complied with in order to prevent the fuelling of aircraft or loading into storage tanks, fuelling vehicles or fuelling systems of an incorrect grade of fuel.

1.8 Driving

AR shall ensure that:

- (a) All employees whose work includes driving light and/or heavy vehicles hold a relevant and valid/current licence for that class of vehicle, including a dangerous goods licence for all drivers of dangerous goods licensed vehicles and an Airport airside driving permit/approval where required by the Airport.
- (b) All employees whose work includes driving light and/or heavy vehicles have received Air BP training in defensive driving techniques and fatigue management by attending an Air BP arranged training course or via a CD/DVD training course as agreed with the relevant Air BP NOM.
- (c) Seat belts are functioning correctly and worn by the driver and all passengers at all times the vehicle is being driven.
- (d) Mobile phones are not used unless the vehicle is safely parked.
- (e) AR is expected to implement and support the full implementation of Air BP's Driver Safety Standard.

1.9 Environment

AR shall ensure all product handling activities are performed carefully and without spillage of aviation fuel products. Any spills or leaks shall be reported immediately, cleaned up promptly and arrangements made to ensure prompt repairs of any items that may develop leaks.

1.10 Training

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AR to ensure that all AR employees are appropriately trained to perform all tasks and work activities they are requested to perform, in accordance with Air BP training requirements. Records of all training shall be retained on a file by the AR as stipulated by Air BP. AR is expected to fully support Air BP training programs including participation in training workshops, on Airport training and external training courses identified by Air BP as required to ensure AR and AR employees are fully competent to complete all work activities.

1.11 Work Permits

AR and its employees are not to conduct any work on site that may require a work permit (e.g. Hot Work, Work at Height or Electrical Works) other than cold works under a Cold Work Checklist if AR has been trained and approved to issue these.

1.12 Site Safety Regulations & Emergency Procedures

AR must ensure that all AR employees, contractors and visitors observe all the safety regulations and the emergency procedures in operation at the site and applicable to the Airport.

1.13 Control of Work

Air BP has a detailed standard for the control of all routine and non routine operational and maintenance work. Key aspects of this standard are use of Air BP permitting systems, lock out tag out procedures, hazard identification, risk assessment, job task analysis and management of contractors. AR is expected to ensure compliance of AR and AR employees to this standard and to comply with the requirements of the standard as they apply to AR where BP contractors are performing work on BP assets at Airport sites.

PART 2: ON SITE SAFETY

2.1 Emergency Procedures

AR must ensure that all AR employees, contractors and visitors are familiar with the Site Emergency Procedures by effective site induction under the Air BP Site Induction Policy. AR is responsible for keeping the site and contact details in the Emergency Manual up to date and for implementing those aspects of local response to emergency situations under the direction of the relevant Air BP NOM.

2.2 Emergency Situation

In the event of an emergency situation AR is responsible for initiating Air BP's emergency procedures in accordance with the established emergency procedures for that site.

2.3 Incident Reporting

Any incidents, accidents or near misses involving AR, AR employees, contractors or visitors must be reported immediately by phone to the Air BP NOM, escalating as necessary to

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ensure Air BP is aware of the situation and able to respond promptly. The escalation process is defined in the Emergency Manual.

2.4 HSE Programs

AR is expected to implement and fully support safety programs as required by Air BP. Specific examples include existing programs such as near miss reporting and manual handling and misfuelling prevention. Additional programs shall be implemented and supported by AR as identified by BP.

PART 3: HAZARDS

Airports and Airport fuel depots are busy places to work often having high levels of aircraft, vehicle and pedestrian movements. It is essential for AR employees and contractors to be constantly aware of this traffic and safeguard themselves when moving about the site by being alert and observant, recognizing potential hazards and reacting to them appropriately.

Potential hazards could include:

- (a) Fire and explosion
- (b) Injuries
- (c) Equipment failure/damage
- (d) Security breaches
- (e) Slips, trips or falls
- (f) Being hit by an aircraft or vehicle
- (g) Being ingested into a jet engine or struck by the propeller of a propeller driven aircraft. No go zones are defined around the intake and thrust areas of aircraft engines. Propellers are difficult to see when operating.

People attending a site must adopt a responsible attitude when carrying out their duties. This contributes to good customer relations as well as personal safety.

- (a) Walk, do not run and ensure priority is given to safe completion of the tasks.
- (b) Never indulge in horseplay or inappropriate behaviour.
- (c) Perform all tasks safely and request guidance or training when uncertain.

3.1 Hazardous Area and Ignition Sources

Each Airport depot has designated areas that are classified as hazardous zones. "Hazardous Zones" are those areas where an accumulation of fuel vapours might occur in sufficient

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concentration to form a flammable mixture. A hazardous zone can be one that is normally safe, but has become hazardous due to some performance or operation. For AR's, the whole Airport depot and the apron area should be treated as a hazardous zone unless certain areas (e.g. office) are specifically designated by Air BP as being outside the hazardous zone.

None of the following ignition sources is allowed in any other area other than ones clearly designated as being outside the hazardous zone and are only used outside the hazardous zone in compliance with hazardous zone rules as agreed with AR:

- (a) Mobile phones, pagers, cameras and recording equipment and any other electronic/battery operated equipment are not permitted or to be used in the depot area or in the vicinity of aircraft fuelling operations.
- (b) Any electronic items operated via mains power within the depot office must have a current electrical test label.

3.2 Product and Chemicals - Safety

Contamination of clothing or skin must be attended to immediately. Fuel products are not only toxic and an irritant, the vapours can have a narcotic effect that may affect a driver.

Air BP's site Emergency Procedures Manual has copies of the MSD's for all chemicals/products held on site. AR's are expected to ensure they are aware of the immediate actions to take in the event of any ingestion or contact on skin, clothing or inhalation of these products. AR's must ensure all AR employees are aware of the properties of BP Products and other chemicals on site.

3.3 Slips, trips and falls

Slips, trips and falls generate significant risk to Air BP Operators. AR shall comply with the Air BP working at heights policy and ensure all AR employees are aware of Air BP's requirements for working at heights.

In particular AR shall ensure the appropriate use of, checking of and replacement of ladders used for aircraft refuelling and other tasks.

3.4 Manual Handling and Lifting

Manual handling or moving objects causes about one in three injuries in the workplace. There are some basic preventative measures and AR shall ensure these are taken to minimise these injuries:

- (a) Never attempt to lift or move anything, which you consider too heavy or bulky.
- (b) Ask for assistance when necessary.
- (c) Always make sure that the path of carry is clear of all obstacles.
- (d) When lifting make your legs do the work. Bend your knees, not your back.

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- (e) Where possible use mechanical means to move the object.
- (f) AR is expected to ensure all AR employees are physically capable of performing the tasks required.

3.5 International Trade Regulations Policy

AR is required to ensure the application of the most recent issue of the Air BP Procedure ANZ O24 for all refuellings, using the most recent issue of the Air BP ITR Checklist. These requirements are designed to ensure compliance to BP Group Trade Regulations policy.

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SCHEDULE 7
SPECIAL CONDITIONS

Special Conditions Apply ~~Yes~~ / No * Delete whichever is not applicable

Details of Special Conditions:

NOTE: Include reference to any Joint Venture (JV), Hired Carrier or other Air BP responsibilities and special conditions related to AR Agreement.

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END OF AGREEMENT

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10.0 REPORTS

10.3 MANAGER OF BUSINESS SERVICES

10.3.(A) MONTHLY FINANCIAL STATEMENTS - OCTOBER 2025

SUBMISSION TO: Ordinary Council Meeting
Meeting Date: 12th December 2025

AGENDA REFERENCE: 10.3.(A) DEC 25

SUBJECT: Monthly Financial Statements - October 2025

LOCATION/ADDRESS: Nil

NAME OF APPLICANT: Nil

FILE REFERENCE: 1.6 Current Budget

AUTHOR, DISCLOSURE OF ANY INTEREST AND DATE OF REPORT

NAME: Kiara Lord

OFFICER: Executive Officer

INTEREST DISCLOSURE: Nil

DATE: 8th December 2025

SUPPORTING DOCUMENTS: 1. Monthly Financial Statements - October 2025

BACKGROUND

In complying with the Local Government *Financial Management Regulations 1996*, a monthly statement of financial activity must be submitted to an Ordinary Council meeting within 2 months after the end of the month to which the statement relates. The statement of financial activity is a complex document but gives a complete overview of the “cash” financial position as at the end of each month. The statement of financial activity for each month must be adopted by Council and form part of the minutes.

It is understood that parts of the statement of financial activity have been submitted to Ordinary Council meetings previously. In reviewing the Regulations, the complete statement of financial activity is to be submitted, along with the following reports that are not included in the statement.

Monthly Financial Statements for the month ended 31st October 2025 consisting of:

- (a) Compilation Report
- (b) Statement of Financial Activity – 31st October 2025
- (c) Material Variances – 31st October 2025

STATUTORY ENVIRONMENT

Part 4 — Financial reports— s. 6.4

34. Financial activity statement report – s. 6.4

(1A) In this regulation —

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

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

POLICY IMPLICATIONS

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

FINANCIAL IMPLICATIONS

There are no financial implications resulting from the recommendation of this report.

STRATEGIC IMPLICATIONS

There are no strategic implications resulting from the recommendation of this report.

RECOMMENDATIONS

That Council accept the Monthly Financial Statements for the month ended 31st October 2025 consisting of:

- (a) Compilation Report
- (b) Statement of Financial Activity – 31st October 2025
- (c) Material Variances – 31st October 2025

VOTING REQUIREMENT

Simple Majority

COUNCIL DECISION

Moved: Cr TM Nardone

Seconder: Cr RA Norrie

That Council accept the Monthly Financial Statements for the month ended 31st October 2025 consisting of:

- (a) Compilation Report
- (b) Statement of Financial Activity – 31st October 2025
- (c) Material Variances – 31st October 2025

CARRIED (7 VOTES TO 0)

*For; Cr PJ Craig, Cr RA Norrie, Cr F Harris, Cr AE Taylor,
Cr TM Nardone, Cr CA Cotterill, Cr NF Sprigg dos Santos*



9 December 2025

Mr Ty Matson
Chief Executive Officer
Shire of Leonora
PO Box 56
LEONORA WA 6438

Moore Australia

Level 15, Exchange Tower,
2 The Esplanade, Perth, WA 6000
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Dear Ty

COMPILATION REPORT TO SHIRE OF LEONORA

We have compiled the accompanying special purpose financial report of Shire of Leonora which comprise the statement of financial position as at 31 October 2025, the statement of financial activity, notes providing statement of financial activity supporting information, explanation of material variances for the year then ended and a summary of material accounting policy information. These have been prepared in accordance with *Local Government Act 1995* and associated regulations as described in Note 1 to the financial report. The specific purpose for which the special purpose financial statements have been prepared is also set out in Note 1 of the financial report. We have provided the supplementary information of Shire of Leonora as at 31 October 2025 and for the period then ended based on the records of the Shire of Leonora.

THE RESPONSIBILITY OF SHIRE OF LEONORA

The CEO of Shire of Leonora is solely responsible for information contained in the special purpose financial report and supplementary information, the reliability, accuracy and completeness of the information and for the determination that the basis of accounting used is appropriate to meet their needs and for the purpose that the financial report was prepared.

OUR RESPONSIBILITY

On the basis of information provided by Shire of Leonora we have compiled the accompanying special purpose financial report in accordance with the requirements of *APES 315 Compilation of Financial Information* and the *Local Government Act 1995*, associated regulations and to the extent that they are not inconsistent with the *Local Government Act 1995*, the Australian Accounting Standards.

We have applied our expertise in accounting and financial reporting to compile these financial statements in accordance with the basis of accounting described in Note 1 to the financial report except for the matters of non-compliance with the basis of preparation identified with Note 1 of the financial report. We have complied with the relevant ethical requirements of *APES 110 Code of Ethics for Professional Accountants*.

Supplementary information attached to the financial report has been extracted from the records of Shire of Leonora and information presented in the special purpose financial report.

ASSURANCE DISCLAIMER

Since a compilation engagement is not an assurance engagement, we are not required to verify the reliability, accuracy or completeness of the information provided to us by management to compile these financial statements. Accordingly, we do not express an audit opinion or a review conclusion on these financial statements.

The special purpose financial report was compiled exclusively for the benefit of Shire of Leonora who are responsible for the reliability, accuracy and completeness of the information used to compile them. Accordingly, the special purpose financial report may not be suitable for other purposes. We do not accept responsibility for the contents of the special purpose financial report.

NOTE REGARDING BASIS OF PREPARATION

We draw attention to Note 1 to the financial report where matters of non-compliance with the basis of preparation have been detailed. Supplementary information is provided for management information purposes and does not comply with the disclosure requirements of the Australian Accounting Standards.

Russell Barnes
Director
Moore Australia (WA) Pty Ltd

Moore Australia (WA) Pty Ltd trading as agent – ABN 99 433 544 961.
An independent member of Moore Global Network Limited - members in principal cities throughout the world.
Liability limited by a scheme approved under Professional Standards Legislation.

SHIRE OF LEONORA
MONTHLY FINANCIAL REPORT
(Containing the required statement of financial activity and statement of financial position)
For the period ended 31 October 2025

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

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SHIRE OF LEONORA
STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 OCTOBER 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	10,711,726	10,711,726	10,671,728	(39,998)	(0.37%)	▼
Rates excluding general rates	203,390	203,390	203,390	0	0.00%	
Grants, subsidies and contributions	3,308,160	951,253	549,517	(401,736)	(42.23%)	▼
Fees and charges	3,208,108	1,069,369	1,092,945	23,576	2.20%	
Interest revenue	160,000	53,333	20,276	(33,057)	(61.98%)	▼
Other revenue	130,000	43,333	76,508	33,175	76.56%	▲
Profit on asset disposals	101,961	0	0	0	0.00%	
	17,823,345	13,032,404	12,614,364	(418,040)	(3.21%)	
Expenditure from operating activities						
Employee costs	(5,108,109)	(1,702,703)	(1,699,824)	2,879	0.17%	
Materials and contracts	(7,662,245)	(2,554,082)	(2,398,568)	155,514	6.09%	▲
Utility charges	(334,900)	(111,633)	(114,349)	(2,716)	(2.43%)	
Depreciation	(4,468,779)	(1,489,593)	0	1,489,593	100.00%	▲
Insurance	(367,920)	(367,920)	(373,689)	(5,769)	(1.57%)	
Other expenditure	(302,735)	(100,912)	(106)	100,806	99.89%	▲
Loss on asset disposals	(94,101)	0	0	0	0.00%	
	(18,338,789)	(6,326,843)	(4,586,536)	1,740,307	27.51%	
Non cash amounts excluded from operating activities	2(c) 4,460,919	1,489,593	(88,963)	(1,578,556)	(105.97%)	▼
Amount attributable to operating activities	3,945,475	8,195,154	7,938,865	(256,289)	(3.13%)	
INVESTING ACTIVITIES						
Inflows from investing activities						
Proceeds from capital grants, subsidies and contributions	2,340,737	846,912	934,421	87,509	10.33%	▲
Proceeds from disposal of assets	614,000	0	0	0	0.00%	
	2,954,737	846,912	934,421	87,509	10.33%	
Outflows from investing activities						
Acquisition of property, plant and equipment	(2,509,047)	(174,783)	(233,988)	(59,205)	(33.87%)	▼
Acquisition of infrastructure	(4,222,464)	(1,843,487)	(1,516,808)	326,679	17.72%	▲
	(6,731,511)	(2,018,270)	(1,750,796)	267,474	13.25%	
Amount attributable to investing activities	(3,776,774)	(1,171,358)	(816,375)	354,983	30.31%	
FINANCING ACTIVITIES						
Inflows from financing activities						
Transfer from reserves	0	0	11	11	0.00%	
	0	0	11	11	0.00%	
Outflows from financing activities						
Transfer to reserves	(5,682,660)	0	(9,267)	(9,267)	0.00%	
	(5,682,660)	0	(9,267)	(9,267)	0.00%	
Amount attributable to financing activities	(5,682,660)	0	(9,256)	(9,256)	0.00%	
MOVEMENT IN SURPLUS OR DEFICIT						
Surplus or deficit at the start of the financial year	2(a) 5,513,959	5,513,959	5,186,871	(327,088)	(5.93%)	▼
Amount attributable to operating activities	3,945,475	8,195,154	7,938,865	(256,289)	(3.13%)	▼
Amount attributable to investing activities	(3,776,774)	(1,171,358)	(816,375)	354,983	30.31%	▲
Amount attributable to financing activities	(5,682,660)	0	(9,256)	(9,256)	0.00%	
Surplus or deficit after imposition of general rates	0	12,537,755	12,300,105	(237,650)	(1.90%)	▼

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 LEONORA
STATEMENT OF FINANCIAL POSITION
FOR THE PERIOD ENDED 31 OCTOBER 2025**

	Actual 30 June 2025 \$	Actual as at 31 October 2025 \$
CURRENT ASSETS		
Cash and cash equivalents	12,597,480	19,210,918
Trade and other receivables	1,239,159	4,613,926
Inventories	173,216	142,158
TOTAL CURRENT ASSETS	14,009,855	23,967,002
NON-CURRENT ASSETS		
Other financial assets	59,715	59,715
Inventories	45,052	45,052
Property, plant and equipment	38,151,801	38,385,789
Infrastructure	101,380,291	102,897,099
TOTAL NON-CURRENT ASSETS	139,636,859	141,387,655
TOTAL ASSETS	153,646,714	165,354,657
CURRENT LIABILITIES		
Trade and other payables	790,101	3,518,466
Contract liabilities	1,061,388	2,002,101
Capital grant/contributions liabilities	943,651	109,230
Employee related provisions	266,978	178,015
TOTAL CURRENT LIABILITIES	3,062,118	5,807,812
NON-CURRENT LIABILITIES		
Employee related provisions	142,881	142,881
Other provisions	2,040,102	2,040,102
TOTAL NON-CURRENT LIABILITIES	2,182,983	2,182,983
TOTAL LIABILITIES	5,245,101	7,990,795
NET ASSETS	148,401,613	157,363,862
EQUITY		
Retained surplus	53,588,456	62,541,449
Reserve accounts	6,027,844	6,037,100
Revaluation surplus	88,785,313	88,785,313
TOTAL EQUITY	148,401,613	157,363,862

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

SHIRE OF LEONORA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 OCTOBER 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 25 November 2025

Matters of non-compliance with Basis of Preparation

1. Balances as at 30 June 2025 have not been audited and may be subject to change.
2. Depreciation has not been raised during the current financial year.

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 2025-26 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

Please refer to the compilation report

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SHIRE OF LEONORA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 OCTOBER 2025

2 NET CURRENT ASSETS INFORMATION

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

	Amended Budget Opening 1 July 2025	Actual as at 30 June 2025	Actual as at 31 October 2025
Current assets	\$	\$	\$
Cash and cash equivalents	12,597,480	12,597,480	19,210,918
Trade and other receivables	967,513	1,239,159	4,613,926
Inventories	173,216	173,216	142,158
	13,738,209	14,009,855	23,967,002
Less: current liabilities			
Trade and other payables	(191,367)	(790,101)	(3,518,466)
Other liabilities	(2,005,039)	(2,005,039)	(2,111,331)
Employee related provisions	(223,961)	(266,978)	(178,015)
	(2,420,367)	(3,062,118)	(5,807,812)
Net current assets	11,317,842	10,947,737	18,159,190
Less: Total adjustments to net current assets	2(b) (5,803,883)	(5,760,866)	(5,859,085)
Closing funding surplus / (deficit)	5,513,959	5,186,871	12,300,105

(b) Current assets and liabilities excluded from budgeted deficiency

Adjustments to net current assets			
Less: Reserve accounts	(6,027,844)	(6,027,844)	(6,037,100)
Add: Current liabilities not expected to be cleared at the end of the year			
- Current portion of employee benefit provisions held in reserve	223,961	266,978	178,015
Total adjustments to net current assets	2(a) (5,803,883)	(5,760,866)	(5,859,085)

(c) Non-cash amounts excluded from operating activities

	Amended Budget Estimates 30 June 2026	YTD Budget Estimates 31 October 2025	YTD Actual 31 October 2025
Adjustments to operating activities			
Less: Profit on asset disposals	(101,961)	0	0
Less: Movement in liabilities associated with restricted cash	0	0	(88,963)
Add: Loss on asset disposals	94,101	0	0
Add: Depreciation	4,468,779	1,489,593	0
Total non-cash amounts excluded from operating activities	4,460,919	1,489,593	(88,963)

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 LEONORA
 NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
 FOR THE PERIOD ENDED 31 OCTOBER 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 or 10.00% whichever is the greater.

Description

Revenue from operating activities

General rates

Timing of interim rates to be raised

Grants, subsidies and contributions

Most of the grants for the annual budget profiled at 4/12th.

YTD budget includes amounts from grants not received such as Community led job support Local partners CRC and Sponsorship - Golden Gift, and Gensis Community Development fund. There has been \$5,692 more received from the MRWA grant than budgeted, and \$38,502 from The Financial Assistance grants.

Interest revenue

Annual budget profiled at 4/12th.

Timing of actual interest received does not align.

Other revenue

Annual budget profiled at 4/12th.

Disposal of asset has not been processed on the asset register, proceeds has been included in other revenue until Annual Financial Statements for the year ended 30 June 2025 have been completed.

Expenditure from operating activities

Materials and contracts

Budget profiled at 4/12th. Maintenance costs for roads and facilities have has not occurred on this basis.

Depreciation

Annual budget profiled at 4/12th. Depreciation has not been processed .Once the annuals financial statements for the year ended 30 June 2025 have completed this will be updated.

Other expenditure

Annual budget profiled at 4/12th.

YTD budget includes amounts expensed for elected members and golden gift donations which have not occurred.

Non cash amounts excluded from operating activities

Annual budget profiled at 4/12th.

Depreciation and asset disposals yet to be processed.

Inflows from investing activities

Proceeds from capital grants, subsidies and contributions

Timing of the budgeted grant income to be received does not match the actual amounts received.

YTD budget includes amounts from capital grants not received such as Regional Road Group , RRG and EV Fast charges

Outflows from investing activities

Acquisition of property, plant and equipment

Capital works has not been allocated to months.

Acquisition of infrastructure

Capital works has not been allocated to months.

Surplus or deficit at the start of the financial year

The 2024-25 annual financial report is not yet finalised.

Surplus or deficit after imposition of general rates

Due to variances described above.

Var. \$	Var. %	
\$	%	
(39,998)	(0.37%)	▼
(401,736)	(42.23%)	▼
(33,057)	(61.98%)	▼
33,175	76.56%	▲
155,514	6.09%	▲
1,489,593	100.00%	▲
100,806	99.89%	▲
(1,578,556)	(105.97%)	▼
87,509	10.33%	▲
(59,205)	(33.87%)	▼
326,679	17.72%	▲
(327,088)	(5.93%)	▼
(237,650)	(1.90%)	▼

Please refer to the compilation report

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10.0 REPORTS

10.3 MANAGER OF BUSINESS SERVICES

10.3.(B) ACCOUNTS FOR PAYMENT SEPTEMBER - NOVEMBER 2025

SUBMISSION TO: Ordinary Council Meeting
Meeting Date: 12th December 2025

AGENDA REFERENCE: 10.3.(B) DEC 25

SUBJECT: Accounts for Payment September - November 2025

LOCATION/ADDRESS: Nil

NAME OF APPLICANT: Nil

FILE REFERENCE: 1.8 Financial Statements

AUTHOR, DISCLOSURE OF ANY INTEREST AND DATE OF REPORT

NAME: Kiara Lord

OFFICER: Manager Business Services

INTEREST DISCLOSURE: Nil

DATE: 9th December 2025

SUPPORTING DOCUMENTS:

1. Credit Card Transactions November 2025
2. December 2025 Accounts for Payment

BACKGROUND

Attached statements consist of accounts paid by Delegated Authority totalling **\$1,769,049.87** since the previous council meeting consisting of:

- (1) Credit Card Transactions November 2025 totalling **\$10,566.12**
- (2) Direct Bank Transactions totalling **\$135,719.58**;
- (3) Batch Payments totalling **\$1,320,079.21**; and
- (4) Payroll Payments from **Pay Periods Ending 24/11/2025 and 08/12/2025 and Special Pay 13/11/2025** totalling **\$313,251.08**

STATUTORY ENVIRONMENT

Local Government Act 1995 S6.10 & Financial Management (1996) Regulation 12 & 13 apply to how the information is to be presented within this report for authorisation by Council.

POLICY IMPLICATIONS

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

FINANCIAL IMPLICATIONS

There are no financial implications resulting from the recommendation of this report.

STRATEGIC IMPLICATIONS

There are no strategic implications resulting from the recommendation of this report.

RECOMMENDATIONS

That Council accepts the accounts for payment, as detailed:

- (1) Credit Card Transactions November 2025 totalling **\$10,566.12**
- (2) Direct Bank Transactions totalling **\$135,719.58**;
- (3) Batch Payments totalling **\$1,320,079.21**; and
- (4) Payroll Payments from **Pay Periods Ending 24/11/2025 and 08/12/2025 and Special Pay 13/11/2025** totalling **\$313,251.08**

VOTING REQUIREMENT

Simple Majority

COUNCIL DECISION

Moved: Cr RA Norrie

Seconded: Cr TM Nardone

That Council accepts the accounts for payment, as detailed:

- (1) Credit Card Transactions November 2025 totalling **\$10,566.12**
- (2) Direct Bank Transactions totalling **\$135,719.58**;
- (3) Batch Payments totalling **\$1,320,079.21**; and
- (4) Payroll Payments from **Pay Periods Ending 24/11/2025 and 08/12/2025 and Special Pay 13/11/2025** totalling **\$313,251.08**

CARRIED (7 VOTES TO 0)

*For; Cr PJ Craig, Cr RA Norrie, Cr F Harris, Cr AE Taylor,
Cr TM Nardone, Cr CA Cotterill, Cr NF Sprigg dos Santos*

Signed:

17 FEBRUARY 2026

President: _____

5/12/2025 Credit Card Charges Card 5772 - 11 2025 - MCS

Date	Supplier	Description	GL	Job No	Task	DEP	PRO	ACT	LOC	Total	GST
3/11/2025	Kmart	Kids Halloween	22502			3900	0820	0144	B1028	193.00	Yes
3/11/2025	Everett Butchers	Catering Hoover House	22511			3300	1380	0144	B1013	1,344.40	No
4/11/2025	Crown Towers Perth	Staff Training A Baxter	22501			2100	1450	0143	B1003	1,662.30	Yes
5/11/2025	Fishpond	Book Club Books	22501			3600	1150	0144	B1016	195.83	Yes
7/11/2025	Crown Towers Perth	Staff Training A Baxter	22501			2100	1450	0144	B1003	526.49	Yes
10/11/2025	Eagle Petroleum Menzies	Fuel P2	23301			4200	1440	0203	P1019	40.00	Yes
10/11/2025	Crown Towers Perth	Staff Training A Baxter	22501			2100	1450	0144	B1003	144.14	Yes
19/11/2025	Registry	Registration of Info centre 3 years	22536			3600	1150	0144	B1016	199.00	Yes
24/11/2025	Thinktastic	LELC Chrsitmas Books	22501			3500	830	0144	B1010	89.95	Yes
26/11/2025	BnB Supplies	Hoover House consumables	22511			3300	1380	0144	B1013	2,124.00	Yes
28/11/2025	NAB	Card fee	22519			2100	1450	0144	B1003	9.00	No
28/11/2025	Coles Kalgoorlie	Catering Hoover House	22511			3300	1320	0144	B1008	45.00	Yes
28/11/2025	Kmart	Hoover House consumables	22511			3300	1320	0144	B1008	198.00	Yes
28/11/2025	Coles Online	Catering Hoover House	22511			3300	1320	0144	B1008	643.32	Yes
		Total								7,414.43	

Employee Declaration

I Declare that the above changes are a true and correct record in accordance with company policy

CEO Signature: _____

MCS Signature: _____

5/12/2025 Credit Card Charges Card 5772 - 11 2025 - CEO

Date	Supplier	Description	GL	Job No	Task	DEP	PRO	ACT	LOC	Total	GST
3/11/2025	Super Soakers Oconnor	CEO Car wash and Clean - No invoice provided by machine	23305			4200	1420	0144	P1009	5.35	Yes
3/11/2025	Super Soakers Oconnor	CEO Car wash and Clean - No invoice provided by machine	23305			4200	1420	0144	P1009	15.35	Yes
7/11/2025	Plaza Hotel Kalgoorlie	CDO Accommodation	21303			2100	1450	0143	B1003	345.09	Yes
7/11/2025	Plaza Hotel Kalgoorlie	CDO meals	21303			2100	1450	0143	B1003	41.99	Yes
10/11/2025	Bustons Group (Central Hotel)	Pizza for Vet Program staff	22507			2200	0520	0144	B1003	76.00	Yes
17/11/2025	Office Works	Councilor ipad covers x5	22305			1600	0410	0144	B1003	563.95	Yes
18/11/2025	Starlink	Youth Centre internet	23505			3900	0820	0109	B1028	139.00	Yes
19/11/2025	Off Track	Starlink mount for St Johns	22532			1400	1170	0144	B1003	305.73	Yes
24/11/2025	Australian Communication Belconnent	TV & Radio broadcasting fees	22536			4100	1140	0144	B1036	423.00	Yes
27/11/2025	Starlink	CEO internet	23505			2100	0910	0109	H1011	219.00	Yes
28/11/2025	NAB	Card fee	22519			2100	1450	0144	B1003	9.00	No
		Total								2,143.46	

Employee Declaration

I Declare that the above changes are a true and correct record in accordance with company policy

CEO Signature: _____

MBS Signature: _____

Signed:

17 FEBRUARY 2026

President: _____

5/12/2025 Credit Card Charges Card 5772 - 11 2025 - CRC

Date	Supplier	Description	GL	Job No	Task	DEP	PRO	ACT	LOC	Total	GST
28/11/2025	NAB	Card fee	22519			2100	1450	144	B1003	9.00	No
			Total							9.00	

Employee Declaration

I Declare that the above changes are a true and correct record in accordance with company policy

CEO Signature: _____

MCS Signature: _____

5/12/2025 Credit Card Charges Card 5772 - 11 2025 - MBS

[illegible]

Employee Declaration

I Declare that the above changes are a true and correct record in accordance with company policy

CEO Signature:

MBS Signature:



**Accounts for Payment
Presented to Council
12th December 2025**

Accounts for Payment - December 2025

Shire of Leonora					
Monthly Report – List of Direct Bank Transactions Paid by Delegated Authority					
Submitted to Council on the 12th December 2025					
The following list of accounts relate to Direct Bank Transactions paid under delegation by the Chief Executive Officer, since the previous list of accounts. Transactions are dated from 15th October, 2025 to 28th November, 2025 and total \$135,719.58					
CHIEF EXECUTIVE OFFICER					
Date	Transaction	Name	Item	Payment by Delegated Authority	Balance
15/10/2025	DD16	Click Super	Superannuation PPE 13/10/2025	31,467.68	31,467.68
28/10/2025	DD17	Click Super	Superannuation PPE 27/10/2025	28,517.44	59,985.12
03/11/2025	DD18	National Australia Bank	Credit card Payments October 2025	7,224.03	67,209.15
03/11/2025	BR00140	Alex Taylor	23 Queen Victoria Rent - November 2025	2,166.67	69,375.82
03/11/2025	BR00139	Avdam	FDMSA Fee - November 2025	16.50	69,392.32
05/11/2025	BR00141	Quest	Quest Merchant Fees - October 2025	11.00	69,403.32
12/11/2025	DD22	National Australia Bank	Superannuation PPE101125	27,642.70	97,046.02
14/11/2025	BR00154	3E Advantage	Monthly Photocopier Fees - October 2025	4,015.95	101,061.97
17/11/2025	DD23	National Australia Bank	Superannuation PAY131125	6,680.55	107,742.52
19/11/2025	BR00158	Click Super	Click Super monthly fee - November 2025	31.35	107,773.87
25/11/2025	DD24	National Australia Bank	Superannuation PPE251125	26,952.96	134,726.83
28/11/2025	BR00175	3E Advantage	Monthly Merchant Fees - Admin - November 2025	829.09	135,555.92
28/11/2025	BR00173	National Australia Bank	Monthly Merchant Fees - Depot/Events - November 2025	31.34	135,587.26
28/11/2025	BR00172	National Australia Bank	Monthly Merchant Fees - CRC - November 2025	29.29	135,616.55
28/11/2025	BR00171	National Australia Bank	Monthly Merchant Fees - Info - November 2025	28.10	135,644.65
28/11/2025	BR00170	National Australia Bank	Monthly Merchant Fees - Airport - November 2025	27.93	135,672.58
28/11/2025	BR00169	National Australia Bank	Monthly Merchant Fees - Rec Centre - November 2025	25.00	135,697.58
28/11/2025	BR00168	National Australia Bank	NAB Account Fees - November 2025	22.00	135,719.58

Accounts for Payment - December 2025

Shire of Leonora						
Monthly Report – List of Accounts Paid by Delegated Authority						
Submitted to Council on the 12th December 2025						
Batch Payments totalling \$1,320,079.21 have been paid by delegated authority by the Chief Executive Officer and has been checked and are fully supported by remittances and duly certified invoices with checks being carried out as to prices, computations and costing. Bank Details are reconciled against those invoices by two officers.						
CHIEF EXECUTIVE OFFICER						
Batch Ref	ID	Date	Name	Item	Payment by delegated Authority	Balance
EFT00027	1	18/11/2025	AFGRI Equipment Australia Pty Ltd	John Deere Parts	5,024.94	5,024.94
EFT00027	2	18/11/2025	Alcolizer Technology	Alcolizer calibration	621.50	5,646.44
EFT00027	3	18/11/2025	Bidfood Kalgoorlie	Catering and consumables for Hoover House	132.57	5,779.01
EFT00027	4	18/11/2025	Building and Energy	BSL October 2025	17,176.65	22,955.66
EFT00027	5	18/11/2025	Canine Control	Ranger Services 2025/26	4,670.20	27,625.86
EFT00027	6	18/11/2025	Central Regional TAFE.	LELC Staff training - C3 in Early Childhood Education	228.00	27,853.86
EFT00027	7	18/11/2025	Documentary Services Pty Ltd	Purchase of 84 Tower Street	23,857.59	51,711.45
EFT00027	8	18/11/2025	Hames Sharley	Town Planning Scheme Statutory Review	3,740.00	55,451.45
EFT00027	9	18/11/2025	Harvey Norman AV/IT Kalgoorlie	Shark Stratos Pet Pro Plus Stick Vacuum	498.00	55,949.45
EFT00027	10	18/11/2025	Helen Smith	Annual Murdoch Univeristy Sterilisation Program	7,111.72	63,061.17
EFT00027	11	18/11/2025	Leonora Motor Inn	Consultant Accommodation	1,786.00	64,847.17
EFT00027	12	18/11/2025	Leonora Village.	Accommodation for vet program	4,112.00	68,959.17
EFT00027	13	18/11/2025	Modern Teaching Aids Pty Ltd	Activity supplies for Childcare Centre	390.28	69,349.45
EFT00027	14	18/11/2025	Moore Australia	Financial Services October/November 2025	27,637.50	96,986.95
EFT00027	15	18/11/2025	Motor Pass	Motor Pass transactions October 2025	1,795.51	98,782.46
EFT00027	16	18/11/2025	Nisbets Australia Pty Ltd	Hoover House Kitchen supplies	543.62	99,326.08
EFT00027	17	18/11/2025	Northern Goldfields Earthmoving Pty Ltd	RFT03.25 Shire Maintenance Grading - @ \$598,600.00 (ex GST) per year	40,332.32	139,658.40
EFT00027	18	18/11/2025	Pink Sugar Crafts	3 Art classes November 2025 - January 2026	9,000.00	148,658.40
EFT00027	19	18/11/2025	Remote Construction and Maintenance	Safe House works as per quote 1547	23,760.00	172,418.40
EFT00027	20	18/11/2025	Stratco (WA) Pty Ltd	Pool pump shelter	412.32	172,830.72
EFT00027	21	18/11/2025	SurePact	Annual Surepact subcription	28,875.00	201,705.72
EFT00027	22	18/11/2025	Talis	Talis Consultants Roads Valuation Data 2024/25	2,772.20	204,477.92
EFT00027	23	18/11/2025	Telstra	Grader phone	100.00	204,577.92
EFT00027	24	18/11/2025	West Australian Newspapers Ltd	Public notice - Meeting date changes	235.17	204,813.09
EFT00027	25	18/11/2025	Western Australian Local Government Ass.	2025 WALGA Conference & Gala	1,793.00	206,606.09
EFT00027	26	18/11/2025	Fiona Sturges	Supplies for maintenance at depot	84.48	206,690.57
EFT00027	27	18/11/2025	Desert Inn Hotel	Catering for Job Support Hub Courses in Laverton	2,430.00	209,120.57
EFT00027	28	18/11/2025	All Seasons Synthetic Turf	LELC playground upgrade	53,570.00	262,690.57

Accounts for Payment - December 2025

Batch Ref	ID	Date	Name	Item	Payment by delegated Authority	Balance
EFT00027	29	18/11/2025	Remote Concrete and Construction Pty Ltd	Installation of concrete pad at airport for AVGAS tank	15,449.50	278,140.07
EFT00027	30	18/11/2025	Genset Hire & Sales Australia Pty Ltd	Avgas Smart Fill technical repairs	3,149.30	281,289.37
EFT00027	31	18/11/2025	Kennedys (Australasia) Partnership	Legal expenses -HRC	3,166.66	284,456.03
EFT00027	32	18/11/2025	Alita Ritchie	Reimbursement for meal expenses - Leonora visit	42.34	284,498.37
EFT00029	33	28/11/2025	AYA Group Pty Ltd	Catering and consumables for Shire Facilities	9,972.78	294,471.15
EFT00029	34	28/11/2025	Bidfood Kalgoorlie	Catering and consumables for Hoover House	1,380.52	295,851.67
EFT00029	35	28/11/2025	Bluepen Collective Pty Ltd	Project Management Services November & December 2025	51,280.04	347,131.71
EFT00029	36	28/11/2025	Bullivants Pty Ltd.	Specialised Lifting Chains and Inspection of all chains & Lifting gear	6,082.54	353,214.25
EFT00029	37	28/11/2025	Bunnings Building Supplies Pty Ltd	Hoses, Event BBQs and PVC Pipe as required	705.23	353,919.48
EFT00029	38	28/11/2025	Canine Control	Ranger Services 2025/26	4,670.20	358,589.68
EFT00029	39	28/11/2025	Caterlink	Ice Machine for Hoover House	2,162.60	360,752.28
EFT00029	40	28/11/2025	Civil Safety Pty Ltd	Earth Moving Course Job Support Hub Laverton	38,150.00	398,902.28
EFT00029	41	28/11/2025	Cleverpatch	LELC activity supplies christmas	683.71	399,585.99
EFT00029	42	28/11/2025	Council First Pty Ltd	Council First Subscriptions & Assistance, November & December 2025	32,757.88	432,343.87
EFT00029	43	28/11/2025	Creative Spaces	Replacement of storm damaged interperative pannels	2,447.25	434,791.12
EFT00029	44	28/11/2025	Department of Fire and Emergency Services	2025/26 Emergency Services Levy Q2	54,496.42	489,287.54
EFT00029	45	28/11/2025	Dial a Stamp Pty Ltd	Self inking stamp for gwalia museum	199.00	489,486.54
EFT00029	46	28/11/2025	E. Fire and Safety	Replacement of existing fire indicator panel at Hoover House	8,063.00	497,549.54
EFT00029	47	28/11/2025	Eagle Petroleum (WA) Pty Ltd	Shell Fuel Card Transactions October 2025	391.67	497,941.21
EFT00029	48	28/11/2025	Earth Australia Contracting Pty Ltd	8.5kg gas bottles for Hoover House	110.00	498,051.21
EFT00029	49	28/11/2025	Elite Gym Hire	Monthly gym equipment hire	2,302.51	500,353.72
EFT00029	50	28/11/2025	Goldfields Controlled Waste.	Empty skip bins at Malcolm Dam - November 2025	762.30	501,116.02
EFT00029	51	28/11/2025	GTN Services	Service of P306 and tracker installation	736.75	501,852.77
EFT00029	52	28/11/2025	Harvey Norman AV/IT Kalgoorlie	Cases for Councillor iPads	807.00	502,659.77
EFT00029	53	28/11/2025	Heatley's Sales Pty Ltd	Batteries for Garden equipment	2,760.14	505,419.91
EFT00029	54	28/11/2025	Helen Smith	Additional ranger visit to address dog attack	4,543.00	509,962.91
EFT00029	55	28/11/2025	Horizon Power	Power Charges - Rec Centre & Admin Building	2,795.49	512,758.40
EFT00029	56	28/11/2025	Kalsigns Pty Ltd	Post clips for Signs	679.80	513,438.20
EFT00029	57	28/11/2025	Kerion Pty. Ltd.	Outback Way Conference - Flight LNO to PER	363.00	513,801.20
EFT00029	58	28/11/2025	Leonora Motor Inn	Accommodation for Council Guests & Consultants	1,355.00	515,156.20

Accounts for Payment - December 2025

Batch Ref	ID	Date	Name	Item	Payment by delegated Authority	Balance
EFT00029	59	28/11/2025	Luck Thai Cleaning	Fortnightly cleaning of Shire building minus 15% ATO	9,784.78	524,940.98
EFT00029	60	28/11/2025	Major Motors Pty Ltd.	Service Consumables for little tipper 1HYF517	1,195.01	526,135.99
EFT00029	61	28/11/2025	Mcleods Barristers and Solicitors	Overdue rates recovery	1,531.20	527,667.19
EFT00029	62	28/11/2025	McMahon Burnett Transport	Freight for Hoover House and Depot	214.57	527,881.76
EFT00029	63	28/11/2025	Modern Teaching Aids Pty Ltd	Activity Supplies for LELC	239.36	528,121.12
EFT00029	64	28/11/2025	Moore Australia	Monthly Statement of Financial Activity Aug 25	2,052.52	530,173.64
EFT00029	65	28/11/2025	Multiple Trades and Maintenance	Plumbing work as required	596.65	530,770.29
EFT00029	66	28/11/2025	Netlogic Information Technology	Computer consulting November 2025	1,275.00	532,045.29
EFT00029	67	28/11/2025	Nomad Pumping	Repair Oval leak, replace and repair solenoids around Shire, repair chlorinator, provide pressure pump for retic, service Shire Air cons and replace sewer run at 26 Queen Victoria Street	62,053.99	594,099.28
EFT00029	68	28/11/2025	Northern Goldfields Electrical Pty Ltd	replace two oyster lights	418.00	594,517.28
EFT00029	69	28/11/2025	Office National Kalgoorlie	AA batteries	314.67	594,831.95
EFT00029	70	28/11/2025	PFD Food Services Pty Ltd	Catering and consumables for Hoover House	3,258.60	598,090.55
EFT00029	71	28/11/2025	Puzzle Consulting	Eastern Presinct consulting and project	33,693.00	631,783.55
EFT00029	72	28/11/2025	PWT Electrical Pty Ltd	Installation of Avgas tank at Airport and powerpoint repair at Hoover House	6,572.34	638,355.89
EFT00029	73	28/11/2025	Range Ford	Vans as per Capital Works Budget	101,819.90	740,175.79
EFT00029	74	28/11/2025	Robert Glenn Bone	For the GRV process relative to the Liontown project. Plus meals and travel expenses	6,927.52	747,103.31
EFT00029	75	28/11/2025	Steven Tweedie	Governance Training Council and Staff	6,813.95	753,917.26
EFT00029	76	28/11/2025	Stratco (WA) Pty Ltd	CEO Patio supplies	239.83	754,157.09
EFT00029	77	28/11/2025	Team Global Express Pty Ltd	Freight for November	252.77	754,409.86
EFT00029	78	28/11/2025	Teletrac Navman	Monthly vehicle tracking	2,225.30	756,635.16
EFT00029	79	28/11/2025	Telstra	Phone and internet CRC	3,685.00	760,320.16
EFT00029	80	28/11/2025	Transaction Network Services	Monthly Service Support fee	66.00	760,386.16
EFT00029	81	28/11/2025	Visage Productions	Final 50% Participation in OUR TOWN tv series	22,000.00	782,386.16
EFT00029	82	28/11/2025	West Australian Newspapers Ltd	Public Notice - Scheduled meeting date change	235.17	782,621.33
EFT00029	83	28/11/2025	Weusandi Contractors	Dust Sypression Bypass Road QU; 1095-1102	3,036.00	785,657.33
EFT00029	84	28/11/2025	WML Consultants Pty Ltd-	Airport remediation Report	2,288.00	787,945.33
EFT00029	85	28/11/2025	Xstra Group Pty Ltd	Monthly CRC PAXX Hosting	497.06	788,442.39
EFT00029	86	28/11/2025	Marie Pointon	Supplies for Vet program	1,375.48	789,817.87
EFT00029	87	28/11/2025	ATO - Netlogic	15% Netlogic Payment	225.00	790,042.87
EFT00029	88	28/11/2025	ATO Luck Thai	15% Luck Thai payment	1,726.73	791,769.60
EFT00029	89	28/11/2025	Peter Craig	Ministerial meeting expenses	804.85	792,574.45
EFT00029	90	28/11/2025	Aprodem	Pricing for prep of SOW for Ballistic Design Component of Users Req and Firing Ranges Concept Design	10,348.73	802,923.18

Accounts for Payment - December 2025

Batch Ref	ID	Date	Name	Item	Payment by delegated Authority	Balance
EFT00029	91	28/11/2025	White House Hotel	Safe House contractor accommodation	33,000.00	835,923.18
EFT00029	92	28/11/2025	B Waddell Consulting Engineers	Inspection fo retining wall at 26 Queen Vic	1,100.00	837,023.18
EFT00029	93	28/11/2025	Kalpumps Sales & Services	Pump for Littlewater Truck	6,111.60	843,134.78
EFT00029	94	28/11/2025	Griffiths Engineering Pty Ltd	Avgas Tank and high level alarm commissioning	20,993.50	864,128.28
EFT00029	95	28/11/2025	Lo-Go Appointments	Consultant expenses - Finance Officer	10,466.00	874,594.28
EFT00029	96	28/11/2025	Microsoft	Surface devices as per AUQ-000017147	20,203.20	894,797.48
EFT00029	97	28/11/2025	Laverton LPS Pty Ltd	Hired forklifts for Civil Safety Course	550.00	895,347.48
EFT00030	98	5/12/2025	Altus Planning	Remote Town Planning Services 2025/26	1,732.50	897,079.98
EFT00030	99	5/12/2025	Avdata Australia	Water Standpipe Usage	3,713.29	900,793.27
EFT00030	100	5/12/2025	BOC Limited	Monthly container services - Depot & medical centre	141.13	900,934.40
EFT00030	101	5/12/2025	Booeasy Australia Pty Ltd	Monthly Room Manager Services	84.70	901,019.10
EFT00030	102	5/12/2025	Bullivants Pty Ltd.	4.5t Fork Boom w/swivel & hook safety chain QU: 700456890	4,125.00	905,144.10
EFT00030	103	5/12/2025	Bunnings Building Supplies Pty Ltd	Retic Parts, Outdoor seats for Hoover House and Laundry Consumables	2,740.22	907,884.32
EFT00030	104	5/12/2025	Central Regional TAFE.	Job Support Hub courses and HSR training	14,518.58	922,402.90
EFT00030	105	5/12/2025	Coates Hire	Hire of Lighting Tower LED 170-240k Lumens Mine Spec	87.63	922,490.53
EFT00030	106	5/12/2025	CyberSecure Pty Limited	Monthly Data Protection	1,153.13	923,643.66
EFT00030	107	5/12/2025	Dunning's	Avgas for Airport Avgas Tank	21,124.22	944,767.88
EFT00030	108	5/12/2025	E. Fire and Safety	Extinguishers for the airport	660.00	945,427.88
EFT00030	109	5/12/2025	Eagle Petroleum (WA) Pty Ltd	Shell card transactions November 2025	129.35	945,557.23
EFT00030	110	5/12/2025	Goldfields Controlled Waste.	Pump Out Waste at Info Bay QU; 1495	1,430.00	946,987.23
EFT00030	111	5/12/2025	GTN Services	New Windscreens for 1L & P2515, and Mechanic Ute Service	7,953.05	954,940.28
EFT00030	112	5/12/2025	Hames Sharley	Town Planning Scheme Statutory Review	1,773.20	956,713.48
EFT00030	113	5/12/2025	Harvey Norman AV/IT Kalgoorlie	AV/IT Items for Shire properties	7,705.00	964,418.48
EFT00030	114	5/12/2025	Hersey's Safety Pty Ltd	Supplies for Mechanic - Depot	2,574.53	966,993.01
EFT00030	115	5/12/2025	Kalgoorlie Retravisio	Vacuum for JG Epis Centre & iPad Cases for Councillors	909.00	967,902.01
EFT00030	116	5/12/2025	Landgate	Valuations & Online requests	2,368.38	970,270.39
EFT00030	117	5/12/2025	Marketforce	Lease advertising	1,085.71	971,356.10
EFT00030	118	5/12/2025	Mcleods Barristers and Solicitors	Overdue rates recovery	1,878.00	973,234.10
EFT00030	119	5/12/2025	Modern Teaching Aids Pty Ltd	Activity Supplies for LELC	375.16	973,609.26
EFT00030	120	5/12/2025	Northern Goldfields Earthmoving Pty Ltd	RFT03.25 Shire Maintenance Grading - @ \$598,600.00 (ex GST) per year	84,039.80	1,057,649.06
EFT00030	121	5/12/2025	Northern Goldfields Electrical Pty Ltd	Provide power to Masonic Lodge	7,847.40	1,065,496.46
EFT00030	122	5/12/2025	Office National Kalgoorlie	Wall unit for works admin as per Quote 147576	566.41	1,066,062.87
EFT00030	123	5/12/2025	Outback Highway Development Council Inc	Friends of the Outback Way - Membership renewal	22,000.00	1,088,062.87
EFT00030	124	5/12/2025	PFD Food Services Pty Ltd	Catering and consumables for Hoover House	1,576.06	1,089,638.93
EFT00030	125	5/12/2025	PWT Electrical Pty Ltd	Inspect solar issue at Main Reef Road truck stop toilets	148.50	1,089,787.43
EFT00030	126	5/12/2025	Seven Network Operations Ltd	Gwalia advertising on 7 network	1,100.00	1,090,887.43

Accounts for Payment - December 2025

Batch Ref	ID	Date	Name	Item	Payment by delegated Authority	Balance
EFT00030	127	5/12/2025	Skippers Aviation Pty Ltd	Flights to Perth for Staff - Van collection & Training	1,322.00	1,092,209.43
EFT00030	128	5/12/2025	Supagas Pty Ltd	Gas bottles as required	1,013.05	1,093,222.48
EFT00030	129	5/12/2025	Team Global Express Pty Ltd	Freight for staff uniforms	65.23	1,093,287.71
EFT00030	130	5/12/2025	Telstra	Phone & Internet - Facilities October & November	5,390.66	1,098,678.37
EFT00030	131	5/12/2025	Terry Sargent	EHO Consulting November 2025	10,924.10	1,109,602.47
EFT00030	132	5/12/2025	Tourism Council Western Australia	Annual Subscription to Tourism WA - Visitors Centre	1,958.00	1,111,560.47
EFT00030	133	5/12/2025	Transaction Network Services	Monthly Service Support fee	132.00	1,111,692.47
EFT00030	134	5/12/2025	VIP Entertainment	50% deposit Golden Gift Headliner	23,375.00	1,135,067.47
EFT00030	135	5/12/2025	VIP Entertainment	Golden Gift entertainment 2026 - Support	12,375.00	1,147,442.47
EFT00030	136	5/12/2025	Water Corporation	Water Usage - October/November 2025	70,338.48	1,217,780.95
EFT00030	137	5/12/2025	WML Consultants Pty Ltd-	Airport PCN Assessment as per PO 2410	20,741.60	1,238,522.55
EFT00030	138	5/12/2025	Fiona Sturges	Fuel for new cleaners van	114.02	1,238,636.57
EFT00030	139	5/12/2025	Peter Craig	Councillor Sitting Fees Correction & President Allowance	41,762.00	1,280,398.57
EFT00030	140	5/12/2025	Europcar WA	Vehicle Hire - Gary Gaffney, 20/11/25 to 27/11/25	924.23	1,281,322.80
EFT00030	141	5/12/2025	Cheryl Cotterill	Refund of nomination fee	100.00	1,281,422.80
EFT00030	142	5/12/2025	Coralie Caporn	5388 - RATES REFUND	735.55	1,282,158.35
EFT00030	143	5/12/2025	Dust-A-Side Australia Pty Ltd	DAS Product in IBC - Bypass Rd	4,598.00	1,286,756.35
EFT00030	144	5/12/2025	Lo-Go Appointments	Consultant - Finance Support Officer	3,874.86	1,290,631.21
EFT00030	145	5/12/2025	Alex Taylor	Correction to Councillor Sitting Fees - 2024-2025	357.00	1,290,988.21
EFT00030	146	5/12/2025	Ballinger Technology Pty Ltd	10x Stalker Traffic Radar Systems	23,760.00	1,314,748.21
EFT00030	147	5/12/2025	Richard Cotterill	Correction to Councillor Sitting Fees - 2024-2025	197.00	1,314,945.21
EFT00030	148	5/12/2025	Tanya Nardone	Correction to Councillor Sitting Fees - 2024-2025	240.00	1,315,185.21
EFT00030	149	5/12/2025	Ross Norrie	Correction to Councillor Sitting Fees - 2024-2025	257.00	1,315,442.21
EFT00030	150	5/12/2025	Felicity Harris	Correction to Councillor Sitting Fees - 2024-2025	206.00	1,315,648.21
EFT00030	151	5/12/2025	Larnie Petersen	Correction to Councillor Sitting Fees - 2024-2025	231.00	1,315,879.21
EFT00030	152	5/12/2025	Kalgoortie Jolly Jumps	2025 Kids Christmas Party - Inflatables	3,500.00	1,319,379.21
EFT00030	153	5/12/2025	Victoria Facepainting	2025 Kids Christmas Party - Facepainting	700.00	1,320,079.21
GRAND TOTAL					1,320,079.21	

Accounts for Payment - December 2025

Shire of Leonora					
Monthly Report – List of Accounts Paid by Delegated Authority					
Submitted to Council on the 12th December 2025					
The following list of accounts has been paid under delegation by the Chief Executive Officer, since the previous list of accounts. Transactions contain Wages & Payroll Liability payments since the previous list of accounts paid by Delegated Authority totalling \$313,251.08					
_____ CHIEF EXECUTIVE OFFICER					
Cheque	Date	Name	Item	Payment by Delegated Authority	<i>Balance</i>
PJ000027	13/11/2025	Shire of Leonora - Wages	Salaries & Wages Special Pay - 13/11/2025	20,257.86	20,257.86
PJ000028	17/11/2025	Shire of Leonora	Pay Liabilities - 13/11/2025	5,060.00	25,317.86
PJ000029	25/11/2025	Shire of Leonora - Wages	Salaries & Wages PPE24/11/2025	120,901.84	146,219.70
PJ000030	25/11/2025	Shire of Leonora	Pay Liabilities - 24/11/2025	43,915.36	190,135.06
PJ000031	9/12/2025	Shire of Leonora - Wages	Salaries & Wages PPE08/12/2025	123,116.02	313,251.08
GRAND TOTAL				313,251.08	

10.0 REPORTS

10.4 MANAGER OF COMMUNITY SERVICES

Nil

10.0 REPORTS

10.5 ENVIRONMENTAL HEALTH OFFICER REPORTS

Nil

10.0 REPORTS

10.6 ELECTED MEMBERS REPORTS

Nil

11.0 MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN

Nil

12.0 QUESTIONS FROM MEMBERS WITHOUT NOTICE

Nil

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

13.1 ELECTED MEMBERS

Nil

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

COUNCIL DECISION

Moved: Cr AE Taylor

Seconded: Cr F Harris

That late item 13.2.(A) Monthly Financial Statements - November 2025 be accepted for consideration at the meeting.

CARRIED (7 VOTES TO 0)

*For; Cr PJ Craig, Cr RA Norrie, Cr F Harris, Cr AE Taylor,
Cr TM Nardone, Cr CA Cotterill, Cr NF Sprigg dos Santos*

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

13.2 OFFICERS

13.2.(A) MONTHLY FINANCIAL STATEMENTS - NOVEMBER 2025

SUBMISSION TO: Ordinary Council Meeting
Meeting Date: 12th December 2025

AGENDA REFERENCE: 13.2.(A) DEC 25

SUBJECT: Monthly Financial Statements - November 2025

LOCATION/ADDRESS: Nil

NAME OF APPLICANT: Nil

FILE REFERENCE: 1.6 Current Budget

AUTHOR, DISCLOSURE OF ANY INTEREST AND DATE OF REPORT

NAME: Kiara Lord

OFFICER: Executive Officer

INTEREST DISCLOSURE: Nil

DATE: 11th December 2025

SUPPORTING DOCUMENTS: 1. November Monthly Financial Statements

BACKGROUND

In complying with the Local Government *Financial Management Regulations 1996*, a monthly statement of financial activity must be submitted to an Ordinary Council meeting within 2 months after the end of the month to which the statement relates. The statement of financial activity is a complex document but gives a complete overview of the “cash” financial position as at the end of each month. The statement of financial activity for each month must be adopted by Council and form part of the minutes.

It is understood that parts of the statement of financial activity have been submitted to Ordinary Council meetings previously. In reviewing the Regulations, the complete statement of financial activity is to be submitted, along with the following reports that are not included in the statement.

Monthly Financial Statements for the month ended 30th November, 2025 consisting of:

- (a) Compilation Report
- (b) Statement of Financial Activity – 30th November 2025
- (c) Material Variances – 30th November 2025

STATUTORY ENVIRONMENT

Part 4 — Financial reports— s. 6.4

34. *Financial activity statement report – s. 6.4*
- (1A) *In this regulation —*

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

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

POLICY IMPLICATIONS

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

FINANCIAL IMPLICATIONS

There are no financial implications resulting from the recommendation of this report.

STRATEGIC IMPLICATIONS

There are no strategic implications resulting from the recommendation of this report.

RECOMMENDATIONS

That Council accept the Monthly Financial Statements for the month ended 30th November, 2025 consisting of:

- (a) Compilation Report
- (b) Statement of Financial Activity – 30th November 2025
- (c) Material Variances – 30th November 2025

VOTING REQUIREMENT

Simple Majority

COUNCIL DECISION

Moved: Cr TM Nardone

Seconded: Cr AE Taylor

That Council accept the Monthly Financial Statements for the month ended 30th November, 2025 consisting of:

- (a) Compilation Report
- (b) Statement of Financial Activity – 30th November 2025
- (c) Material Variances – 30th November 2025

CARRIED (7 VOTES TO 0)

*For; Cr PJ Craig, Cr RA Norrie, Cr F Harris, Cr AE Taylor,
Cr TM Nardone, Cr CA Cotterill, Cr NF Sprigg dos Santos*



11 December 2025

Mr Ty Matson
Chief Executive Officer
Shire of Leonora
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LEONORA WA 6438

Moore Australia

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Dear Ty

COMPILATION REPORT TO SHIRE OF LEONORA

We have compiled the accompanying special purpose financial report of Shire of Leonora which comprise the statement of financial position as at 30 November 2025, the statement of financial activity, notes providing statement of financial activity supporting information, explanation of material variances for the year then ended and a summary of material accounting policy information. These have been prepared in accordance with *Local Government Act 1995* and associated regulations as described in Note 1 to the financial report. The specific purpose for which the special purpose financial statements have been prepared is also set out in Note 1 of the financial report. We have provided the supplementary information of Shire of Leonora as at 30 November 2025 and for the period then ended based on the records of the Shire of Leonora.

THE RESPONSIBILITY OF SHIRE OF LEONORA

The CEO of Shire of Leonora is solely responsible for information contained in the special purpose financial report and supplementary information, the reliability, accuracy and completeness of the information and for the determination that the basis of accounting used is appropriate to meet their needs and for the purpose that the financial report was prepared.

OUR RESPONSIBILITY

On the basis of information provided by Shire of Leonora we have compiled the accompanying special purpose financial report in accordance with the requirements of *APES 315 Compilation of Financial Information* and the *Local Government Act 1995*, associated regulations and to the extent that they are not inconsistent with the *Local Government Act 1995*, the Australian Accounting Standards.

We have applied our expertise in accounting and financial reporting to compile these financial statements in accordance with the basis of accounting described in Note 1 to the financial report except for the matters of non-compliance with the basis of preparation identified with Note 1 of the financial report. We have complied with the relevant ethical requirements of *APES 110 Code of Ethics for Professional Accountants*.

Supplementary information attached to the financial report has been extracted from the records of Shire of Leonora and information presented in the special purpose financial report.

ASSURANCE DISCLAIMER

Since a compilation engagement is not an assurance engagement, we are not required to verify the reliability, accuracy or completeness of the information provided to us by management to compile these financial statements. Accordingly, we do not express an audit opinion or a review conclusion on these financial statements.

The special purpose financial report was compiled exclusively for the benefit of Shire of Leonora who are responsible for the reliability, accuracy and completeness of the information used to compile them. Accordingly, the special purpose financial report may not be suitable for other purposes. We do not accept responsibility for the contents of the special purpose financial report.

NOTE REGARDING BASIS OF PREPARATION

We draw attention to Note 1 to the financial report where matters of non-compliance with the basis of preparation have been detailed. Supplementary information is provided for management information purposes and does not comply with the disclosure requirements of the Australian Accounting Standards.

Russell Barnes
Director
Moore Australia (WA) Pty Ltd

Moore Australia (WA) Pty Ltd trading as agent – ABN 99 433 544 961.
An independent member of Moore Global Network Limited - members in principal cities throughout the world.
Liability limited by a scheme approved under Professional Standards Legislation.

SHIRE OF LEONORA
MONTHLY FINANCIAL REPORT
(Containing the required statement of financial activity and statement of financial position)
For the period ended 30 November 2025

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

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Please refer to the compilation report

| 1

SHIRE OF LEONORA
STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 NOVEMBER 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	10,711,726	10,711,726	10,671,728	(39,998)	(0.37%)	▼
Rates excluding general rates	203,390	203,390	203,390	0	0.00%	
Grants, subsidies and contributions	3,308,160	1,378,400	753,675	(624,725)	(45.32%)	▼
Fees and charges	3,208,108	1,336,712	1,284,868	(51,844)	(3.88%)	▼
Interest revenue	160,000	66,667	25,474	(41,193)	(61.79%)	▼
Other revenue	130,000	54,167	76,607	22,440	41.43%	▲
Profit on asset disposals	101,961	0	0	0	0.00%	
	17,823,345	13,751,062	13,015,742	(735,320)	(5.35%)	
Expenditure from operating activities						
Employee costs	(5,108,109)	(2,128,379)	(2,105,709)	22,670	1.07%	
Materials and contracts	(7,662,245)	(2,653,187)	(3,100,554)	(447,367)	(16.86%)	▼
Utility charges	(334,900)	(139,542)	(197,875)	(58,333)	(41.80%)	▼
Depreciation	(4,468,779)	(1,861,992)	0	1,861,992	100.00%	▲
Insurance	(367,920)	(367,920)	(373,689)	(5,769)	(1.57%)	
Other expenditure	(302,735)	(544,556)	(1,449)	543,107	99.73%	▲
Loss on asset disposals	(94,101)	0	0	0	0.00%	
	(18,338,789)	(7,695,576)	(5,779,276)	1,916,300	24.90%	
Non cash amounts excluded from operating activities	2(c) 4,460,919	1,861,992	(107,397)	(1,969,389)	(105.77%)	▼
Amount attributable to operating activities	3,945,475	7,917,478	7,129,069	(788,409)	(9.96%)	
INVESTING ACTIVITIES						
Inflows from investing activities						
Proceeds from capital grants, subsidies and contributions	2,340,737	975,307	938,326	(36,981)	(3.79%)	▼
Proceeds from disposal of assets	614,000	0	0	0	0.00%	
	2,954,737	975,307	938,326	(36,981)	(3.79%)	
Outflows from investing activities						
Acquisition of property, plant and equipment	(2,509,047)	(274,783)	(236,104)	38,679	14.08%	▲
Acquisition of infrastructure	(4,222,464)	(1,860,154)	(1,539,153)	321,001	17.26%	▲
	(6,731,511)	(2,134,937)	(1,775,257)	359,680	16.85%	
Amount attributable to investing activities	(3,776,774)	(1,159,630)	(836,931)	322,699	27.83%	
FINANCING ACTIVITIES						
Inflows from financing activities						
Transfer from reserves	0	0	11	11	0.00%	
	0	0	11	11	0.00%	
Outflows from financing activities						
Transfer to reserves	(5,682,660)	0	(11,101)	(11,101)	0.00%	
	(5,682,660)	0	(11,101)	(11,101)	0.00%	
Amount attributable to financing activities	(5,682,660)	0	(11,090)	(11,090)	0.00%	
MOVEMENT IN SURPLUS OR DEFICIT						
Surplus or deficit at the start of the financial year	2(a) 5,513,959	5,513,959	5,063,023	(450,936)	(8.18%)	▼
Amount attributable to operating activities	3,945,475	7,917,478	7,129,069	(788,409)	(9.96%)	▼
Amount attributable to investing activities	(3,776,774)	(1,159,630)	(836,931)	322,699	27.83%	▲
Amount attributable to financing activities	(5,682,660)	0	(11,090)	(11,090)	0.00%	
Surplus or deficit after imposition of general rates	0	12,271,807	11,344,071	(927,736)	(7.56%)	▼

KEY INFORMATION

- ▲ ▼ Indicates a variance between Year to Date (YTD) Budget and YTD Actual data outside the adopted materiality threshold.
 - ▲ Indicates a variance with a positive impact on the financial position.
 - ▼ Indicates a variance with a negative impact on the financial position.
- Refer to Note 3 for an explanation of the reasons for the variance.

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

Please refer to the compilation report

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SHIRE OF LEONORA
STATEMENT OF FINANCIAL POSITION
FOR THE PERIOD ENDED 30 NOVEMBER 2025

	Actual 30 June 2025	Actual as at 30 November 2025
	\$	\$
CURRENT ASSETS		
Cash and cash equivalents	12,597,480	17,673,402
Trade and other receivables	1,319,635	2,445,722
Inventories	75,684	35,807
TOTAL CURRENT ASSETS	13,992,799	20,154,931
NON-CURRENT ASSETS		
Other financial assets	59,715	59,715
Inventories	45,052	45,052
Property, plant and equipment	37,966,510	38,202,614
Infrastructure	101,674,032	103,213,185
TOTAL NON-CURRENT ASSETS	139,745,309	141,520,566
TOTAL ASSETS	153,738,108	161,675,497
CURRENT LIABILITIES		
Trade and other payables	982,088	815,382
Contract liabilities	976,194	1,851,220
Capital grant/contributions liabilities	943,650	105,324
Employee related provisions	266,978	159,581
TOTAL CURRENT LIABILITIES	3,168,910	2,931,507
NON-CURRENT LIABILITIES		
Employee related provisions	142,881	142,881
Other provisions	2,040,102	2,040,102
TOTAL NON-CURRENT LIABILITIES	2,182,983	2,182,983
TOTAL LIABILITIES	5,351,893	5,114,490
NET ASSETS	148,386,215	156,561,007
EQUITY		
Retained surplus	53,279,308	61,443,010
Reserve accounts	6,027,844	6,038,934
Revaluation surplus	89,079,063	89,079,063
TOTAL EQUITY	148,386,215	156,561,007

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

Please refer to the compilation report

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SHIRE OF LEONORA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 NOVEMBER 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 09 December 2025

Matters of non-compliance with Basis of Preparation

1. Balances as at 30 June 2025 have not been audited and may be subject to change.
2. Depreciation has not been raised during the current financial year.

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 2025-26 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

Please refer to the compilation report

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SHIRE OF LEONORA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 NOVEMBER 2025

2 NET CURRENT ASSETS INFORMATION

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

Note	Amended Budget Opening 1 July 2025	Actual as at 30 June 2025	Actual as at 30 November 2025
	\$	\$	\$
Current assets			
Cash and cash equivalents	12,597,480	12,597,480	17,673,402
Trade and other receivables	967,513	1,319,635	2,445,722
Inventories	173,216	75,684	35,807
	13,738,209	13,992,799	20,154,931
Less: current liabilities			
Trade and other payables	(191,367)	(982,088)	(815,382)
Other liabilities	(2,005,039)	(1,919,844)	(1,956,544)
Employee related provisions	(223,961)	(266,978)	(159,581)
	(2,420,367)	(3,168,910)	(2,931,507)
Net current assets	11,317,842	10,823,889	17,223,424
Less: Total adjustments to net current assets	2(b) (5,803,883)	(5,760,866)	(5,879,353)
Closing funding surplus / (deficit)	5,513,959	5,063,023	11,344,071

(b) Current assets and liabilities excluded from budgeted deficiency

Adjustments to net current assets			
Less: Reserve accounts	(6,027,844)	(6,027,844)	(6,038,934)
Add: Current liabilities not expected to be cleared at the end of the year			
- Current portion of employee benefit provisions held in reserve	223,961	266,978	159,581
Total adjustments to net current assets	2(a) (5,803,883)	(5,760,866)	(5,879,353)

(c) Non-cash amounts excluded from operating activities

	Amended Budget Estimates 30 June 2026	YTD Budget Estimates 30 November 2025	YTD Actual 30 November 2025
	\$	\$	\$
Adjustments to operating activities			
Less: Profit on asset disposals	(101,961)	0	0
Less: Movement in liabilities associated with restricted cash	0	0	(107,397)
Add: Loss on asset disposals	94,101	0	0
Add: Depreciation	4,468,779	1,861,992	0
Total non-cash amounts excluded from operating activities	4,460,919	1,861,992	(107,397)

CURRENT AND NON-CURRENT CLASSIFICATION

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

Please refer to the compilation report

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SHIRE OF LEONORA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 NOVEMBER 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 or 10.00% whichever is the greater.

Description	Var. \$	Var. %
	\$	%
Revenue from operating activities		
General rates	(39,998)	(0.37%) ▼
Timing of interim rates to be raised		
Grants, subsidies and contributions	(624,725)	(45.32%) ▼
Grants for the annual budget profiled at 5/12th.		
YTD budget includes amounts from grants not received such as Community led job support Local partners CRC and Sponsorship - Golden Gift, and Gensis Community Development fund. There has been \$5,692 more received from the MRWA grant than budgeted, and \$162,523 from The Financial Assistance grants.		
Fees and charges	(51,844)	(3.88%) ▼
Annual budget profiled at 5/12th.		
Timing of actual revenue received does not align.		
Interest revenue	(41,193)	(61.79%) ▼
Annual budget profiled at 5/12th.		
Timing of actual interest received does not align.		
Other revenue	22,440	41.43% ▲
Annual budget profiled at 5/12th.		
Disposal of asset has not been processed on the asset register, proceeds has been included in other revenue until Annual Financial Statements for the year ended 30 June 2025 have been completed.		
Expenditure from operating activities		
Materials and contracts	(447,367)	(16.86%) ▼
Budget profiled at 5/12th. Maintenance costs for roads and facilities have not occurred on this basis.		
Utility charges	(58,333)	(41.80%) ▼
Annual budget profiled at 4/12th.		
Timing of power and water billing doesn't align to monthly budget profiling.		
Depreciation	1,861,992	100.00% ▲
Annual budget profiled at 5/12th. Depreciation has not been processed. Once the annuals financial statements for the year ended 30 June 2025 have completed this will be updated.		
Other expenditure	543,107	99.73% ▲
Annual budget profiled at 5/12th.		
YTD budget includes amounts expensed for elected members and golden gift donations which have not occurred.		
Non cash amounts excluded from operating activities	(1,969,389)	(105.77%) ▼
Annual budget profiled at 5/12th.		
Depreciation and asset disposals yet to be processed.		
Inflows from investing activities		
Proceeds from capital grants, subsidies and contributions	(36,981)	(3.79%) ▼
Timing of the budgeted grant income to be received does not match the actual amounts received.		
YTD budget includes amounts from capital grants not received such as Regional Road Group, RRG and EV Fast charges		
Outflows from investing activities		
Acquisition of property, plant and equipment	38,679	14.08% ▲
Capital works has not been allocated to months.		
Acquisition of infrastructure	321,001	17.26% ▲
Capital works has not been allocated to months.		
Surplus or deficit at the start of the financial year	(450,936)	(8.18%) ▼
The 2024-25 annual financial report is not yet finalised.		
Surplus or deficit after imposition of general rates	(927,736)	(7.56%) ▼
Due to variances described above.		

Please refer to the compilation report

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14.0 MEETING CLOSED TO PUBLIC

14.1 MATTERS FOR WHICH THE MEETING MAY BE CLOSED

The Chairperson, Cr PJ Craig adjourned the meeting at 10:39am and the meeting moved behind closed doors.

RECOMMENDATIONS

That Council considers the confidential report(s) listed below in a meeting closed to the public in accordance with Section 5.23(2) of the Local Government Act 1995:

14.1.(A) LEASE OFFICE 1 JG EPIS CENTRE LEONORA BLAZERS

This matter is considered to be confidential under Section 5.23(2) - (c) of the Local Government Act, and the Council is satisfied that discussion of this matter in an open meeting would, on balance, be contrary to the public interest as it deals with a contract entered into, or which may be entered into, by the local government and which relates to a matter to be discussed at the meeting.

14.1.(B) LEASE TRAINING ROOM 2 JG EPIS CENTRE SHOOTING STARS

This matter is considered to be confidential under Section 5.23(2) - (c) of the Local Government Act, and the Council is satisfied that discussion of this matter in an open meeting would, on balance, be contrary to the public interest as it deals with a contract entered into, or which may be entered into, by the local government and which relates to a matter to be discussed at the meeting.

14.1.(C) LEASE SHIRE OF LEONORA DEPOT RETURN IT

This matter is considered to be confidential under Section 5.23(2) - (c) of the Local Government Act, and the Council is satisfied that discussion of this matter in an open meeting would, on balance, be contrary to the public interest as it deals with a contract entered into, or which may be entered into, by the local government and which relates to a matter to be discussed at the meeting.

14.0 MEETING CLOSED TO PUBLIC

The meeting came out from behind closed doors with Chairperson, Cr PJ Craig reconvening the meeting at 10:53am.

14.2 PUBLIC READING OF RESOLUTIONS THAT MAY BE MADE PUBLIC

Nil

15.0 STATE COUNCIL AGENDA

Nil

16.0 NEXT MEETING

Tuesday 3 February 2026

17.0 CLOSURE OF MEETING

There being no further business, the Chairperson, Cr PJ Craig declared the meeting closed at 10:53am.