

9.4.4 A Comparative Analysis of Regional Organisations of Councils in NSW & WA - July 2012

Regional Organisations of Councils (ROCS) The Emergence of Network Governance in Metropolitan and Rural Australia – 2003

GVROC Investment Project Prospectus 2025 to 2026

WEROC Strategic Plan

Cooperation-Shared-Services-July-2024

RoeRoc Committee Meeting Minutes – 4 September 2025

RoeRoc Memorandum of Understanding – Revised

RoeRoc Operational Guidelines – Revised

Shire of Wickpin – Request for Membership – Discussion Paper

ROEROC

Roe Regional Organisation of Councils
Corrigin | Kondinin | Kulin | Narembeen

SHIRE OF CORRIGIN

and

SHIRE OF KONDININ

and

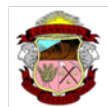
SHIRE OF KULIN

and

SHIRE OF NAREMBEEN

MEMORANDUM OF UNDERSTANDING

~~1 July 2024~~ (Date of Adoption) to 30 June 2029



CONTENTS

AGREEMENT.....	3
OPERATIVE PART	4
1 NAME.....	4
2 OBJECTIVES.....	4
3 DEFINITIONS	4
4 THE ORGANISATION.....	5
4.1 Appointment of members.....	5
4.2 Voting.....	5
4.3 Tenure of members of RoeROC	5
4.4 Election of Chairperson and Deputy Chairperson	5
4.5 Tenure of Chairperson and Deputy Chairperson	5
4.6 Role of Chairperson.....	5
4.7 Role of Deputy Chairperson.....	5
4.8 Role of Members of Roe Regional Organisation of Councils.....	6
4.9 Role of RoeROC Executive	6
4.10 Role of RoeROC Secretariate	6
4.11 Role of Executive Officer of RoeROC.....	6
4.12 Governance Structure and Terminology.....	7
5 FINANCIAL CONTRIBUTIONS	7
5.1 RoeROC Executive Officer.....	7
5.2 Bendering Landfill Site	7
5.3 Specific Projects.....	7
6 PROJECTS OR SERVICES.....	7
6.1 Requirements	7
6.2 Project Plan to be Prepared.....	8
6.3 Contents of a Project Plan	8
6.4 Member Councils to be Given Project Plan.....	8
6.5 Election to Participate in Project	8
6.6 Project Member Councils.....	8
6.7 Review of Project Plan.....	8
6.8 Project Member Councils to be Bound.....	8
6.9 Winding Up of Project or Service	9
6.10 Division of Assets.....	9
6.11 Division of Liabilities.....	9
6.12 Indemnification by Project Member Councils of the RoeROC	9
7 TERM AND TERMINATION	9
7.1 Term of Agreement	9
7.2 Winding up by Agreement.....	9
7.3 Division of Assets.....	9
7.4 Division of Liabilities.....	9
8 WITHDRAWAL OF A MEMBER COUNCIL.....	9
8.1 Withdrawal.....	9
8.2 When Withdrawal to Take Effect.....	9
8.3 Entitlement or Liability of Withdrawing Member Council.....	9
8.4 Distribution in the Absence of Available Funds	10
8.5 Financial Arrangements and Project Commitments	10
9 ADMITTING NEW MEMBERS	10
10 DISPUTE RESOLUTION	11
10.1 Dispute	11
10.2 Arbitration	11
10.3 Legal Representation.....	11
11 INTERPRETATION	11
11.1 Interpretation.....	11
11.2 Headings and Footnotes.....	12
11.3 Time.....	12
12 AMENDMENT OF MEMORANDUM OF UNDERSTANDING.....	12

AGREEMENT

This Memorandum of Understanding (MOU) dated ~~1 July 2024~~ (new date) between
the **SHIRE OF CORRIGIN** of Lynch Street, CORRIGIN, Western Australia, and
the **SHIRE OF KONDININ** of Gordon Street, KONDININ, Western Australia, and
the **SHRE OF KULIN** of Johnston Street, KULIN, Western Australia, and
the **SHIRE OF NAREMBEEN** of 1 Longhurst Street, NAREMBEEN, Western Australia.

(the Member Councils)

OPERATIVE PART

1 NAME

The name of the regional organisation of councils is the Roe Regional Organisation of Councils (RoeROC).

2 OBJECTIVES

The objectives of RoeROC shall be:

- a) To provide regional leadership
- b) To advocate on regional issues as they are identified and supported by member Councils
- c) To form an alliance for the achievement of strategic goals in accordance with the group's Strategic Priorities;
- d) To retain and improve regional infrastructure, services, and population;
- e) To promote cooperation and resource sharing for financial and service efficiency;
- f) To foster economic development, marketing, environmental protection, and local government initiatives;
- g) Not to detract from the relationships an individual shire holds within its community, with the state and federal governments and other entities it interacts with in the course of usual business.

Our principles;

- a) Working proactively
- b) Regional commitment, whilst acknowledging the organisations voluntary status
- c) Communicating effectively
- d) Consideration of the interests and diversity of each Shire
- e) Forward thinking
- f) Transparent
- g) Committed

3 DEFINITIONS

In this MOU unless the context requires otherwise;

Act means the Local Government Act WA 1995 and associated regulations;

Project means the undertaking of any activity for a Regional Purpose described in clause 2(b);

Proposal means the proposal to undertake a Project;

Region means the districts of the Member Councils;

Regional Purposes means any regional purpose referred to in clause 2.

RoeROC means the Roe Regional Organisation of Councils;

Secretariat means the host Member Council providing secretarial support to the RoeROC.

4 THE ORGANISATION

4.1 Appointment of members

- a) The RoeROC Committee shall consist of the following;
 - Shire President of member Council
 - Deputy Delegate – one elected member from each member Council
 - Chief Executive Officer of the member Shire
 - Proxy Officer – one officer from each member Council
- b) A Member Council may appoint a nominee in lieu of the Shire President or Chief Executive Officer under sub-clause 4.1(a).

Footnote: Deputy Chief Executive Officers or similar positions as well as Councillors from each of the Member Councils are encouraged to attend meetings as an observer.

4.2 Voting

- a) Each member Shire of RoeROC that has formally committed to, or is actively participating in, the project under consideration is entitled to one vote on matters requiring a decision, irrespective of the number of representatives in attendance. For the purposes of this clause, “actively participating” includes making a financial contribution, entering into a formal agreement, or otherwise committing resources to the project.
- b) All resolutions or decisions of RoeROC (whether by the Committee or the Executive) are to be determined by a simple majority vote of members present and eligible to vote.

4.3 Tenure of members of RoeROC

A member of RoeROC shall hold office until either:

- a) The member ceases to be a member of the Council or CEO of the Member Council or
- b) The member is removed by the Member Council.

4.4 Election of Chairperson and Deputy Chairperson

- (1) The members of the RoeROC shall elect a Chairperson, Deputy Chairperson and secretariat for a two year term on a rotational basis as decided by Member Councils following the bi-annual local government elections.
- (2) The Chair shall be rotated accordingly;

March 2023-2025	Shire of Corrigin
March 2025 - 2027	Shire of Narembeen
November 2027 – 2029	Shire of Kulin
November 2029 – 2031	Shire of Kondinin

If the office of Chairperson or Deputy Chairperson becomes vacant or are absent from meetings then the members of RoeROC shall elect a new Chairperson or Deputy Chairperson, as the case requires.

4.5 Tenure of Chairperson and Deputy Chairperson

- (1) The Chairperson and Deputy Chairperson should hold those offices until the election of a new chairperson and deputy chairperson pursuant to clause 4.3 (1).
- (2) The Chairperson and Deputy Chairperson in office at time of extension or renewal of this MOU shall continue in office until an election is held as required by clause 4.3 (1)

4.6 Role of Chairperson

The Chairperson:

- a) Presides at meetings of RoeROC;
- b) Carries out civic and ceremonial duties on behalf of RoeROC;
- c) Speaks on behalf of RoeROC;
- d) Advocates for the RoeROC on issues and projects of significance;
- e) Meets with stakeholders on behalf of the RoeROC, together with the RoeROC EO;
- f) Performs such other functions as are given to the Chair by the members;
- g) Liaises with the EO on affairs and the performance of its functions

4.7 Role of Deputy Chairperson

- (1) The Deputy Chairperson performs the functions of the Chairperson, when authorised to do so, under this clause.
- (2) The Deputy Chairperson may perform the functions of Chairperson if;
 - a) The office of Chairperson is vacant; or

- b) The Chairperson is not available or is unable or unwilling to perform the functions of Chairperson.

4.8 Role of Members of Roe Regional Organisation of Councils

A member of RoeROC:

- a) Ensures the organisation is on purpose
- b) Ensures the achievement of the strategic direction of the RoeROC and its management;
- c) Oversees the delivery of the annual implementation plan;
- d) Works cooperatively with other members;
- e) Supports the involvement of CEO's and senior staff in the RoeROC;
- f) Promotes the RoeROC;
- g) Represents the interests of the electors and residents of the region and their respective Council
- h) Facilitates communication between the community of the region and RoeROC;
- i) Participates in strategic decision-making processes at meetings of the RoeROC and its committees;
- j) Represents and undertakes actions on behalf of RoeROC as authorised by the RoeROC Council;
- k) Form sub committees; and
- l) Performs such other functions as are given to the member

4.9 Role of RoeROC Executive

To consist of the CEO of each member Shire, the role of the Executive Committee is to:

- 1) Assist in the achievement of the RoeROC purpose;
- 2) Assist in the strategic direction of the RoeROC and its management;
- 3) Identify opportunities and advocacy for the RoeROC Committee;
- 4) Participate in RoeROC's decision-making processes at Executive meetings of the RoeROC;
- 5) Represent and undertake actions as directed by the RoeROC Council;
- 6) Assist to ensure the advice and information is available to the RoeROC Committee so that informed decisions can be made;
- 7) Perform such other functions as are given by the RoeROC Committee.

4.10 Role of RoeROC Secretariate

The RoeROC host Council shall provide the Secretariate for Roe ROC

The role of the CEO Host Council Secretariate is to:

- 1) Perform as the Chair RoeROC Executive Meetings;
- 2) Ensure the advice and information is available to the RoeROC Committee so that informed decisions can be made;
- 3) Affect the RoeROC Committee decisions to be implemented;
- 4) Together with the RoeROC Chair, meets with stakeholders on behalf of the RoeROC;
- 5) Liaise with the RoeROC Chair and RoeROC Executive Officer on the affairs of the RoeROC;
- 6) Manage the RoeROC Executive Officer;
- 7) Ensure that records and documents of the RoeROC are properly kept (delegated to the Executive Officer);
- 8) Perform any other function specified or delegated by the RoeROC Committee.

4.11 Role of Executive Officer of RoeROC

An Executive Officer (EO) shall be appointed by RoeROC to:

- 1) Be hosted and managed by the designated Lead Shire.
- 2) Coordinate the governance framework;
- 3) Report to both the RoeROC Executive (CEOs) and the RoeROC Committee;
- 4) Custody of all books, documents, records and registers of RoeROC;
- 5) Assist in the implementation of Strategic Priorities;
- 6) Compile agendas, minutes, grant applications, discussion papers, project plans (including implementation);
- 7) Foster partnerships;
- 8) Undertake regular communication within the RoeROC and with key stakeholders;

- 9) Provide executive support to Working Groups;
- 10) Undertake other functions as specified or directed by the RoeROC Council, Chair or CEO.

4.12 Governance Structure and Terminology

RoeROC adopts the following formal terminology;

- a) **RoeROC Committee** – Full delegates (Presidents and CEOs);
- b) **RoeROC Executive** – CEO - level meetings;
- c) **Working Groups** – e.g., Bendering Landfill Site Working Group, Shared Services Working Group, aligned with Lead Shires.

5 FINANCIAL CONTRIBUTIONS

5.1 RoeROC Executive Officer

Each Member Council shall make an annual financial contribution, in equal shares, toward the engagement of a RoeROC Executive Officer. These contributions shall be paid to the Lead Council responsible for administering the engagement of the Executive Officer, in accordance with an agreed invoicing schedule.

Where additional projects or initiatives are undertaken that require significant time or services beyond the Executive Officer's core responsibilities, Member Councils may be requested to contribute additional funding. Such contributions must be agreed to by all Member Councils prior to commencement of the additional work and shall also be invoiced and administered by the Lead Council.

Shire of Corrigin	1/4 th
Shire of Kulin	1/4 th
Shire of Kondinin	1/4 th
Shire of Narembeen	1/4 th

5.2 Bendering Landfill Site

Each Member Council of the Bendering Landfill Site (the Project) shall make an annual financial contribution towards the operational, management, and legislative requirements of the Project. Contributions shall be made in equal shares and will be invoiced by the Lead Council responsible for the Bendering Landfill Site.

Shire of Corrigin	1/4 th
Shire of Kulin	1/4 th
Shire of Kondinin	1/4 th
Shire of Narembeen	1/4 th

5.3 Specific Projects

For projects or initiatives that are agreed to and undertaken by one or more participating Member Councils — including, but not limited to, contributions toward specific projects, initiatives, or the acquisition of capital assets — those participating Councils shall make financial contributions in equal shares, unless otherwise agreed. Each participating Council will be responsible for making the necessary budget provision within its own annual budget. Management and delivery of such projects will be coordinated by the designated Lead Council or as otherwise agreed by the participating Councils, with appropriate oversight and reporting provided.

6 PROJECTS OR SERVICES

6.1 Requirements

RoeROC shall only undertake a Project or Service in accordance with this clause and provided that:

- a) RoeROC is satisfied that any services and facilities that it will provide:
 - i) Integrate and coordinate, so far as practical, with any provided by the Commonwealth, State or any public body;
 - ii) Within the district of a Member Council, do not duplicate, to an extent that the Member Council consider inappropriate, services or facilities provided by the Commonwealth, the State or any body or person, whether public or private; and
 - iii) Are managed efficiently and effectively;
- b) The requirements for the preparation of a business plan under section 3.59 of the Act, if applicable, are complied with.

***Note:** In certain circumstances, a proposal to undertake a Regional Purpose may require the preparation of a business plan under the Act – see section 3.59. Nothing prevents RoeROC or Member Councils providing a financial contribution to regional projects and services at any time.*

6.2 Project Plan to be Prepared

Where RoeROC is considering a proposed Project or Service it shall prepare a Project Plan.

6.3 Contents of a Project Plan

A Project Plan should include:

- a) A clear definition of the proposed Project or Service;
- b) Details of the expected cost and benefits for the Member Councils;
- c) A project time-line with performance milestones clearly outlined;
- d) The proportion (and the basis of its calculation) in which the Project Member Councils will make contributions towards:
 - i) The acquisition of any asset of a capital nature required for the Project or Service;
 - ii) The operating expenditure, including administrative expenses, relating to the Project or Service.
- (e) The manner of payment of the contributions referred to in paragraph (d);
- (f) The proportion entitlement or liability, as the case may be (and the basis of its calculation) of the Project Member Councils in the event that the Project or Service is wound up;
- (g) The manner of payment of the entitlement or liability referred to in paragraph (i);
- h) The procedure for the giving of notice by a Project Member Council wishing to withdraw from the Project or Service including the period of notice;
- i) The proportional entitlement or liability, as the case may be (and the basis of its calculation), of a Project Member Council when withdrawal of that Project Member Council from the Project or Service takes effect;
- j) The amount, if any, of interest payable where contributions are not made on the due date for payment; and
- k) The entitlement, if any, of a Member Council which is not a Project Member Council to join a Project or Service and the procedure to be followed including the period of notice given by that Member Council.

6.4 Member Councils to be Given Project Plan

Upon completion of the Project Plan RoeROC shall give a copy of the Project Plan to each of the Member Councils.

6.5 Election to Participate in Project

Each Member Council shall, within a reasonable period determined by RoeROC, elect whether to participate in the New Project or Service by giving notice of its election to RoeROC.

6.6 Project Member Councils

The Member Councils, which elect to participate in a Project or Service, are the Project Member Councils in respect of that Project or Service.

6.7 Review of Project Plan

- (1) As soon as practicable after the period referred to in clause 7.5, RoeROC shall:
 - a) Review the Project Plan and its viability having regard to the number of Member Councils who have elected to participate;
 - b) Decide whether to proceed with the Project or Service; and
 - c) Give notice to each of the Project Member Council of its decision.
- (2) Where the number of Member Councils which have elected to participate is less than the number, if any, specified in the Project Plan or less than all of the Member Councils where no number is specified, then RoeROC will give the Member Councils an opportunity to withdraw their election before the RoeROC decides to proceed under clause 6.7(b).

6.8 Project Member Councils to be Bound

Where RoeROC decides to proceed with a Project or Service and gives notice of its decision to each of the Project Member Councils in accordance with clause 7.7, then each of the Project Member Councils shall be bound by the terms of the Project Plan as if those terms were set out

in this Agreement.

6.9 Winding Up of Project or Service

The RoeROC Council may resolve to wind up a Project or Service. An absolute majority vote will be required by the RoeROC Council to resolve to wind up any project or service.

6.10 Division of Assets

- (1) Subject to sub-clause (2), if a Project or Service is to be wound up and there remains, after satisfaction of all its debts and liabilities, any property and assets of the Project or Service then the property and assets shall be realised and the proceeds along with any surplus funds shall be divided among the Project Member Councils in the proportions referred to in the Project Plan.
- (2) Sub-clause (1) shall not apply where the Project Member Councils advise RoeROC that a realisation of the property and assets is not necessary.

6.11 Division of Liabilities

If a Project or Service is to be wound up and there remains any liability or debt in excess of the realised property and assets of the Project or Service then the liability or debt is to be met by the Project Member Councils in the proportions referred to in the Project Plan.

6.12 Indemnification by Project Member Councils of the RoeROC

If a Project or Service is wound up then the Project Member Councils shall indemnify RoeROC (in the proportions referred to in the Project Plan) with respect to that liability or debt.

7 TERM AND TERMINATION

7.1 Term of Agreement

Unless otherwise wound up or extended, this Agreement will terminate on 30 June 2029.

7.2 Winding up by Agreement

The Member Councils may, by agreement, wind up RoeROC.

7.3 Division of Assets

If RoeROC is to be wound up and there remains, after the satisfaction of all debts and liabilities, any property or assets of RoeROC, those remaining assets shall be realised and the proceeds—along with any surplus funds—shall be distributed among the Member Councils. Distribution shall be made in proportion to each Member Council's financial contributions to the specific projects or initiatives to which the assets or surplus relate. A Member Council shall only be entitled to a share of assets or funds arising from projects in which it participated and to which it contributed financially.

7.4 Division of Liabilities

If RoeROC is to be wound up and there remains any liability or debt in excess of the realised property and assets of RoeROC then the liability or debt is to be met by each of the Member Councils in the same proportions as the contributions of a particular Member Councils to the assets of RoeROC bear to the total of such contributions by all Member Councils.

8 WITHDRAWAL OF A MEMBER COUNCIL

8.1 Withdrawal

A Member Council may, at any time between 1 July and 31 December in any year, give to RoeROC notice of its intention to withdraw from RoeROC.

8.2 When Withdrawal to Take Effect

The withdrawal of a Member Council shall take effect from the end of the financial year, in which notice of withdrawal under clause 8.1 is given.

8.3 Entitlement or Liability of Withdrawing Member Council

As soon as practicable following the withdrawal of a Member Council, RoeROC shall:

- a) Distribute to the Member Council an amount equal to the proceeds and any surplus funds

- which would have been payable if RoeROC was wound up; or
- b) Be entitled to recover from the Member Council an amount equal to the liability or debt which would be payable by the Member Council if the RoeROC was wound up, as the case may be.

8.4 Distribution in the Absence of Available Funds

If RoeROC is unable to meet a distribution referred to in clause 8.3(a) from available funds, then—unless otherwise agreed by all Member Councils—any shortfall shall be paid by the remaining Member Councils (excluding the withdrawing Council) in proportions equal to their respective equities in the specific project(s) to which the distribution relates.

8.5 Financial Arrangements and Project Commitments

RoeROC does not maintain a central bank account or hold funds on hand. All financial contributions toward the engagement of the RoeROC Executive Officer are made directly by the Member Councils on an annual basis and in equal shares. Similarly, all RoeROC projects are undertaken by agreement between participating Member Councils, with associated costs funded directly by those Councils. Member Councils that commit to a specific project are financially responsible for their agreed share of costs through to the completion of that project, regardless of any subsequent withdrawal from RoeROC.

9 ADMITTING NEW MEMBERS

The Roe Regional Organisation of Councils (RoeROC) recognises the value of expanding its membership where such inclusion enhances the organisation's strategic capacity, fosters regional cooperation, and supports the efficient delivery of shared objectives.

9.1 Section 3.65 of the *Local Government Act 1995* is to apply if a Regional Local Government is established.

9.2 Eligibility and Consideration Criteria

A local government may seek membership of RoeROC by submitting a formal written request to the Executive Officer. To facilitate informed consideration, the application must include a statement or presentation addressing the following criteria;

- a) Strategic Alignment – The alignment of the applicant's community priorities and strategic goals with RoeROC's Strategic Objectives and regional development vision.
- b) Community and Regional Fit – Demonstration of the applicant's regional characteristics, needs, and potential mutual benefits of membership.
- c) Value and Contribution – An outline of the specific resources, skills, or opportunities the applicant would contribute to RoeROC.
- d) Project Participation – Identification of existing or future RoeROC initiatives the applicant seeks to join or support.
- e) Financial and Governance Commitment – Confirmation of the applicant's ability to meet RoeROC's financial contributions and governance responsibilities as detailed in this MOU.
- f) Long-Term Engagement – A commitment to active participation, shared leadership, and long-term collaboration with RoeROC.

9.3 Application Process

- a) Upon receipt of a request, the RoeROC Executive may invite the applicant's Shire President or representative to present at a scheduled RoeROC meeting.
- b) The RoeROC Executive Officer will prepare an application review and assessment framework for consideration, ensuring consistency and transparency in decision-making.
- c) A decision to admit a new member requires a simple majority vote by existing members at a formal RoeROC meeting.

9.4 Membership Contributions

A new member, upon acceptance, must agree to:

- a) Pay an entry contribution as determined and agreed by the existing members;
- b) Provide a financial contribution equal to that of current members, unless varied by resolution of the RoeROC Committee;
- c) Contribute to the costs of shared projects and services on an equitable basis, as defined within applicable project plans or service agreements.

9.5 MOU Review and Flexibility

RoeROC acknowledges the need for clarity and responsiveness in its governance framework. Accordingly, this clause shall be subject to periodic review and may be amended by agreement of the member Councils to ensure alignment with best practice, strategic intent, and emerging regional needs.

9.6 Voting Requirements for Admitting New Members

The admission of a new member to RoeROC shall require a **unanimous resolution** of all existing member Councils, passed at a duly convened RoeROC Committee Meeting.

This provision ensures collective agreement and alignment among all members prior to any change in the composition of the organisation. The requirement for unanimous consent recognises the strategic, financial, and governance implications associated with membership expansion.

No new member shall be admitted unless all current member Councils have formally resolved to support the application in accordance with this clause.

10 DISPUTE RESOLUTION

10.1 Dispute

In the event of any dispute or difference arising between the Member Councils and RoeROC or any of them at any time as to any matter or thing of whatsoever nature arising under or in connection with this MOU, then a Member Council or RoeROC or the Member Councils (as the case may be) may give to the other Member Councils and RoeROC (as the case may be) notice in writing (Dispute Notice) adequately identifying the matters, the subject of the dispute and the giving of the dispute notice shall be a condition precedent to the commencement by any Member Council or RoeROC of proceedings (whether by way of litigation or arbitration) with regard to the dispute as identified in the dispute notice.

10.2 Arbitration

At the expiration of 35 days from the date of receipt of the dispute notice by the persons to whom it was sent, the person giving the dispute notice may notify the others in writing ('arbitration notice') that it requires the dispute to be referred to arbitration and the dispute (unless meanwhile settled) shall upon receipt of the arbitration notice by the recipients then be and is hereby referred to arbitration under and in accordance with the provisions of the *Commercial Arbitration Act 1985*.

10.3 Legal Representation

For the purposes of the *Commercial Arbitration Act 1985*, the Member Councils consent to each other and to ROEROC being legally represented at any such arbitration.

11 INTERPRETATION

11.1 Interpretation

In this MOU unless the context requires otherwise:

- a) Words importing the singular include the plural and vice versa;
- b) Words importing any gender include the other genders;
- c) References to persons include corporations and bodies politic;
- d) References to a person include the legal personal representatives, successors and assigns of that person;
- e) A reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether of the same or any other legislative authority having jurisdiction);
- f) References to this or any other document include the document as varied or replaced, and notwithstanding any change in the identity of the parties;

- g) References to writing include any mode of representing or reproducing words in tangible and permanently visible form, and includes telex and facsimile transmission;
- h) An obligation of two or more parties shall bind them jointly and severally;
- i) If a word or phrase is defined cognate words and phrases have corresponding definitions;
- j) References to a person which has ceased to exist or has been reconstituted, amalgamated, reconstructed or merged, or the functions of which have become exercisable by any other person or body in its place, shall be taken to refer to the person or body established or constituted in its place or by which its functions have become exercisable;
- k) An obligation incurred in favour of two or more parties shall be enforceable by them jointly and severally;
- l) Reference to any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them;
- m) Reference to a month and cognate terms means a period commencing on any day of a calendar month and ending on the corresponding day in the next succeeding calendar month but if a corresponding day does not occur in the next succeeding calendar month the period shall end on the last day of the next succeeding calendar month;
- n) References to this MOU include its schedules.

11.2 Headings and Footnotes

Headings and footnotes shall be ignored in construing this MOU.

11.3 Time

- a) References to time are to local time in Perth, Western Australia;
- b) Where time is to be reckoned from a day or event, such day or the day of such event shall be excluded.

12 AMENDMENT OF MEMORANDUM OF UNDERSTANDING

- (1) This MOU may be amended only with the unanimous agreement of all Member Councils, with any such amendments requiring formal resolution and endorsement by each respective Council.
- (2) This MOU can be amended to include another local government as a party to the amending agreement.

Schedule 1 – Execution

EXECUTED by the Parties

THE COMMON SEAL of SHIRE OF CORRIGIN) was
hereunto affixed in the presence of:)

President

Chief Executive Officer

THE COMMON SEAL of SHIRE OF KONDININ) was
hereunto affixed in the presence of:)

President

Chief Executive Officer

THE COMMON SEAL of SHIRE OF KULIN) was
hereunto affixed in the presence of:)

President

Chief Executive Officer

THE COMMON SEAL of SHIRE OF NAREMBEEN) was
hereunto affixed in the presence of:)

President

Chief Executive Officer

Appendix 1 – Existing Agreements and Services

Roe Regional Organisation of Councils Memorandum of Understanding (MOU)

Agreement between Shires of Corrigin, Kondinin, Kulin and Narembeen. Current MOU commenced on 1 July 2024 and expires on 30 June 2029.

Roe Health Scheme Memorandum of Understanding

Agreement between Shires of Corrigin, Kondinin, Kulin, Lake Grace and Narembeen.

Current MOU commenced on 1 July 2023 and expires on 30 June 2028 unless otherwise agreed or extended by the Member Councils in writing.

To be reviewed 6-12 months prior to the expiration of the term.

The MOU includes Operational Guidelines and is currently administered by the Shire of Corrigin including the employment of 1.2 Full time equivalent Environmental Health Officers.

Bendering Waste Facility Land Details Avon Location 23945 Kondinin-Narembeen Road, Bendering Deposited Plan 151345 CT 1044/171

Agreement to Use Land – Lot 23495 on DP 151345

Agreement with Kondinin Community Recreation Council for cropping lease expires March 2028 with an option to renew for 5 years.

Deed of Easement

Between Notting Nominees Pty Ltd and Shires of Corrigin, Kondinin, Kulin and Narembeen

Certificate of Registration Environmental Protection (Rural Landfill) Regulations 2002

Contract for the Supply of Waste Disposal Goods and Services – Avon Waste

Individual contracts between Avon Waste and shires of Corrigin, Kondinin, Kulin and Narembeen expires 30 June 2025 with extension of 3 x 1 year periods.

Avon Waste responsible for management of Bendering Tip Facility. Waste disposal contract supersedes Regional Waste Site Agreement

Bendering Landfill Report

Site selection and geotechnical assessment for proposed regional landfill June 2007

Bendering Landfill Management Plan 2025

Completed by Talis Consultants and adopted by RoeROC Committee in March 2025.

Replaces previous versions.

Bendering Landfill Facility Operations Management Plan and Procedures

Reviewed and updated, adopted by RoeROC Committee in March 2025.

Replaces previous versions

Bendering Landfill Site Working Group Terms of Reference

Adopted by RoeROC Committee in March 2025, to be reviewed in March 2026.

Shared Services Working Group Terms of Reference

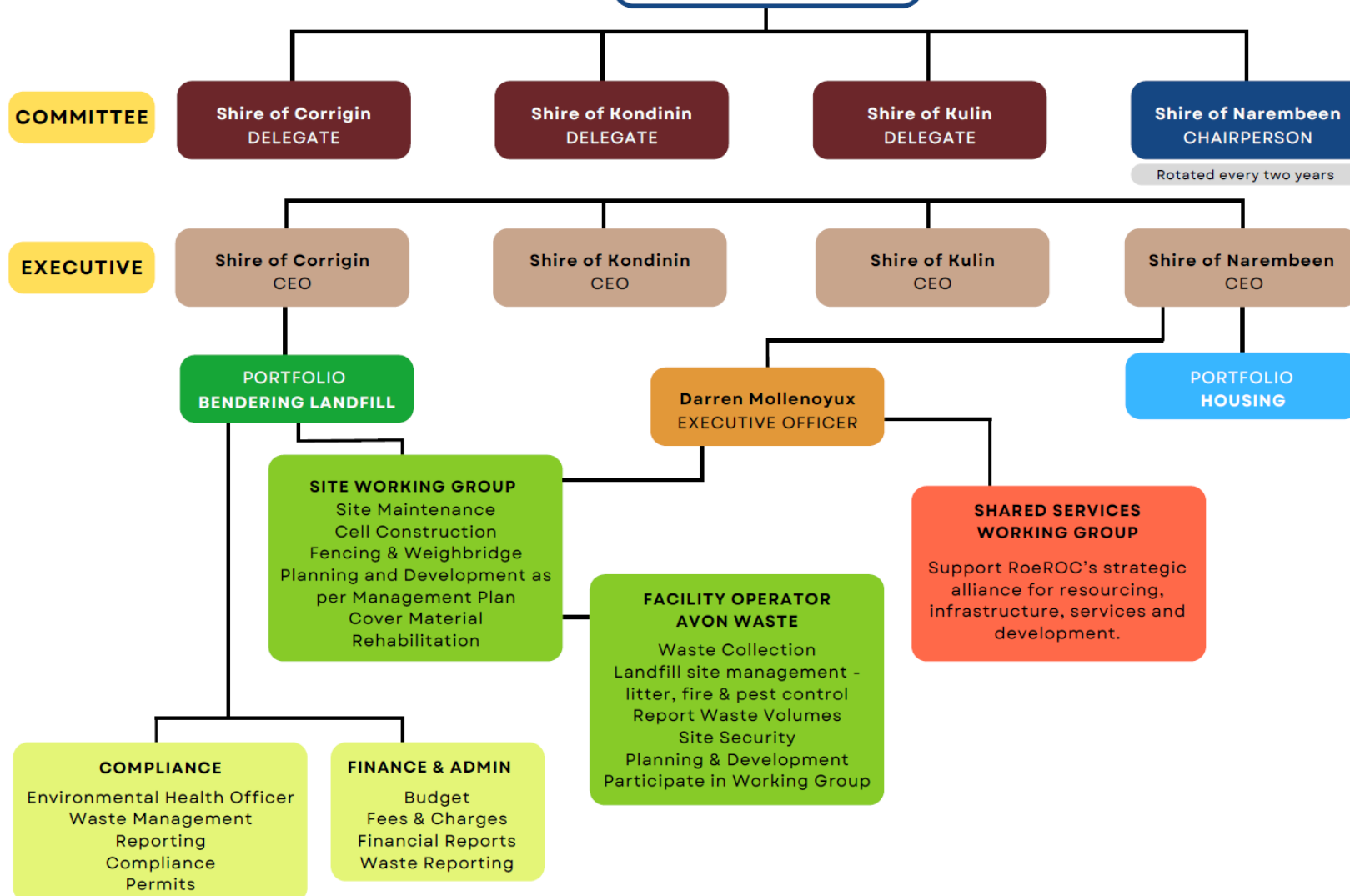
Adopted by RoeROC Committee in September 2024

RoeROC Executive Officer Position Contract

Contract between RoeROC and 150Square for the provision of Executive Officer Services July 2024 – 30 June 2027.

Appendix 2 – Operational Procedures

- 1. Name**
- 2. Role of the Committee**
- 3. Objectives of RoeROC**
- 4. No Delegated Powers**
- 5. Host Shire Rotation**
- 6. Schedule of Meetings**
- 7. Conduct of Meetings**
 - 7.1 Membership
 - 7.2 Presiding Member
 - 7.3 Voting
- 8. Arrangements for Projects and Non-Ongoing Agreements**
- 9. Annual Events: Rotating RoeROC Dinner**
- 10. Working Group Protocols and Structure**
 - 10.1 Bending Landfill Site Working Group
 - 10.2 Shared Services Working Group
 - 10.3 General Protocols



Note: Lead Council Portfolios will be added as projects commence

ROEROC

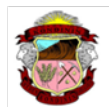
Roe Regional Organisation of Councils
Corrigin | Kondinin | Kulin | Narembeen

MINUTES

RoeROC Ordinary Meeting

Thursday 4th September 2025

Shire of Narembeen Council Chambers



1. Opening And Announcements

The Chairperson, Cr Scott Stirrat declared the meeting open and welcomed attendees at 1.20pm

2. Attendance

Cr S Jacobs N Manton	Deputy President, Shire of Corrigin CEO, Shire of Corrigin
Cr S Stirrat Cr H Cusack R McCall	President, Shire of Narembeen (Chairperson) Deputy President, Shire of Narembeen (<i>joined at 2.10pm</i>) CEO, Shire of Narembeen
Cr B Smoker	Deputy President, Shire of Kulin
B Wright	CEO, Shire of Kondinin
D Mollenoyux	Executive Officer, RoeROC

3. Apologies

<i>Cr D Hickey</i>	<i>President, Shire of Corrigin</i>
<i>Cr G Robins</i>	<i>President, Shire of Kulin</i>
<i>A Leeson</i>	<i>CEO, Shire of Kulin</i>
<i>Cr K Mouritz</i>	<i>President, Shire of Kondinin</i>
<i>Cr B Gangell</i>	<i>Deputy President, Shire of Kondinin</i>
<i>B Gerrard</i>	<i>Principal Roe EHO</i>
<i>L Pitman</i>	<i>Environmental Health Officer</i>

4. Guests

<i>Fiona Murphy</i>	<i>EMFS, Shire of Kulin</i>
---------------------	-----------------------------

5. Declarations of Interest

Nil

6. Minutes Of Meetings

- Minutes of the RoeROC Meeting held on the 5th June 2025, included at Attachment 6.1.
- Minutes of the RoeROC Executive Meeting held on the 28th July 2025, included at Attachment 6.2.
- Minutes of the RoeROC Shared Services Working Group Meeting held on the 12th August 2025, included at Attachment 6.3.

Note: correction made to resolution 5.2 in the RoeROC SSWG minutes.

Officer Recommendation and Resolution

Moved: Cr Jacobs

Seconded: Cr Smoker

The following minutes endorsed en bloc;

That the Minutes of the Ordinary Meeting held on the 5th June 2025 are received as a true and correct record of proceedings.

The following minutes were received;

- **RoeROC Executive Meeting held on the 28th July 2025**
- **RoeROC Shared Services Working Group Meeting held on the 12th August 2025**

Carried

7. Presentations

Wheatbelt Connect Presentation

Sam Harma, Land Coordinator attended the meeting and gave a presentation on Wheatbelt Connect.

For a background on Wheatbelt Connect, please visit their website [Wheatbelt Connect](#).

8. Status Reports

8.1 RoeROC Status Report

The report is provided at item 14 of this document.

8.2 RoeROC Executive Officer Key Performance Indicators Status Report

A copy of the Executive Officer KPI Status Report is provided at item 15 of this document.

No questions and both reports were noted.

9. Matters for Information / Update – Bendering Landfill Site & RoeHealth

9.1. Bendering Waste Site

Bendering Landfill Compliance Audit Report July / August 2025 will be emailed out once it has been received.

9.2. Bendering Landfill Site Working Group – Talis Session

Talis held a workshop with the Bendering Landfill Site Working Group on the 29th July 2025.

A copy of the agenda for the day cover the following:

- Project Background (How we got to this point and what was done by Talis)
- Legislative Context
 - Environmental Protection (Rural Landfill) Regulations 2002 (WA)
 - Victoria EPA BPME Guidelines
 - Strategic Waste Management Plan for RoeROC
- Design
 - Trench Layout (Sizing and Orientation)
 - Capping Design
 - Void Space Modelling/Consumption Rates
 - Landfill Lifespan
 - Material Balance
- Operations
 - Determining Cover Soil Usage
 - Developing the Trenches
 - Waste Separation to Maximise Diversion

The workshop outcomes and actions are included in **Attachment 9.2**.

9.3. Bendering Landfill Site Works

The Working Group commenced annual site works on the week of 25th August 2025. An update will be provided at the meeting.

10. Matters For Decision

10.1. Financial Report

APPLICANT	Shire of Corrigin
REPORTING OFFICER:	Natalie Manton
DATE:	27 th August 2025
DISCLOSURE OF INTEREST:	
FILE REFERENCE	
ATTACHMENT NUMBER:	10.1 Roe Health Statements Bendering Waste Statements

COMMENT

Financial report for RoeHealth Scheme and Bendering Waste Site is provided in Attachment 10.1.

RECOMMENDATION

That the financial reports for the RoeHealth Scheme and Bendering Waste Site prepared by the Shire of Corrigin for the period ended 31st July 2025 be received.

Recommendation and Resolution

Moved: Cr B Smoker

Seconded: Cr S Jacobs

That the financial reports for the RoeHealth Scheme and Bendering Waste Site prepared by the Shire of Corrigin for the period ended 31 July 2025 be received.

Carried

Bendering Landfill Site - Accounting Position Paper

Moore Australia has provided formal advice on the appropriate accounting treatment for the financial management and reporting of the Bendering Landfill Site. This advice will assist in ensuring consistency, transparency, and compliance with accounting standards across participating local governments.

Resolution

Moved: Cr S Jacobs

Seconded: Cr B Smoker

1. That RoeROC note the receipt of the Accounting Position Paper for the Bendering Landfill Site prepared by Moore Australia, and
2. That the Shire of Corrigin seek further legal advice on the treatment of the Bendering Landfill Site equipment shared assets.

Carried

10.2. RoeROC Governance Structure - MOU

APPLICANT	
REPORTING OFFICER:	Darren Mollenoyux
DATE:	27 August 2025
DISCLOSURE OF INTEREST:	
ATTACHMENT NUMBER:	10.2a –RoeROC MOU 10.2b – RoeROC Operational Guidelines
CONSULTATION	RoeROC CEOs RoeROC Committee

SUMMARY

To seek formal adoption by the RoeROC Committee of the revised RoeROC Memorandum of Understanding (2024–2029) and accompanying Operational Guidelines, as endorsed by the RoeROC Executive at its meeting on 17 July 2025 and following feedback from member Councils during August 2025.

BACKGROUND

Over the past 12 months, RoeROC has undertaken a detailed governance review aimed at modernising and clarifying its governance framework. This review was initiated through resolutions at RoeROC Committee and Executive meetings held in late 2024 and early 2025.

Key outcomes of the review included:

- The merger of the existing MOU and Terms of Reference into a single, cohesive governance structure;
- Clearly defined roles for the RoeROC Committee, RoeROC Executive, and associated working groups;
- The development of new Operational Guidelines to replace the previous Terms of Reference (2024), providing a flexible framework for procedural matters without requiring changes to the MOU.

The RoeROC Executive, at its meeting on 28 July 2025, endorsed the updated Draft MOU and Operational Guidelines for circulation to all member Councils. Member Councils were invited to review and provide feedback at their August 2025 Council forums. Following this process, the documents were finalised for presentation to the RoeROC Committee for formal adoption.

The following feedback on the Draft MOU and Operational Guidelines has been provided by member Councils:

Corrigin	CEO advised - support with no objections
Kondinin	CEO advised - no feedback and apply inferred acceptance
Kulin	CEO advised - supported with no recommended changes
Narembeen	Acting CEO advised - supported with no changes

COMMENT

The final RoeROC Memorandum of Understanding (2024–2029) and Operational Guidelines reflect the collective input of the RoeROC Committee, Executive, and member Councils. The new framework improves clarity, streamlines administrative processes, and aligns RoeROC's governance model with best practice regional collaboration models.

The Operational Guidelines, now replacing the previous Terms of Reference (2024), serve as a living document, enabling procedural updates to be made independently of the core MOU. These guidelines also function as a practical reference tool for RoeROC meetings, covering key matters such as meeting protocols, host Shire responsibilities, and working group arrangements.

Key changes and inclusions in the draft MOU include:

- A defined governance structure, clearly outlining the roles of the RoeROC Committee (delegate-level), RoeROC Executive (CEO-level), and associated working groups.
- Inclusion of the Executive Officer position within the organisational structure, with clear reporting lines and responsibilities.
- Updates to governance terminology to ensure consistency and avoid ambiguity (e.g., removing references to non-existent clauses).
- Complete review of section 9 for terms and conditions for admitting new members.
- A new operational appendix that allows for the inclusion of evolving or routine procedures without requiring full re-execution of the MOU.
- Clarification of membership expectations, voting entitlements.
- Tenure of Chair and Deputy Chair positions, and alignment of terms to align with Ordinary Local Government elections.

Formal adoption of both documents will complete the governance reform process and provide a clear framework for RoeROC's operation through to 2029.

STATUTORY ENVIRONMENT

Local Government Act 1995, Volunteer Regional Councils

POLICY IMPLICATIONS

Supersedes:

RoeROC Memorandum of Understanding (2019–2024)

RoeROC Terms of Reference (2024)

CONSULTATION

RoeROC Committee Meeting March 2025

CEOs meetings on the 5th December 2024, 11th February, 1st May 2025 and 28th July 2025

Caroline Robinson, Director 150Square

Other VROC EOs

FINANCIAL IMPLICATIONS

Nil

COMMUNITY AND STRATEGIC OBJECTIVES

RoeROC MOU

- 2.d To promote co-operation between member Councils and to realise opportunities for greater efficiency in service delivery where appropriate through the sharing of resources

VOTING REQUIREMENT

Absolute Majority

RECOMMENDATION

That the RoeROC Committee:

1. Acknowledge the endorsement of these documents by the RoeROC Executive on 17 July 2025 and the feedback received from member Councils during August 2025;
2. Adopt the RoeROC Memorandum of Understanding (2024–2029) as presented in Attachment 10.2a;
3. Adopt the RoeROC Operational Guidelines as presented in Attachment 10.2b, noting these replace the previous RoeROC Terms of Reference (2024);
4. Request member Councils formally ratify the adopted documents at their September 2025 Council meetings.

Officer recommendation varied to clarify voting requirements in section 4.2 of the MOU, with new wording to state:

4.2 Voting

- a) *Each member Shire of RoeROC that has formally committed to, or is actively participating in, the project under consideration is entitled to one vote on matters requiring a decision, irrespective of the number of representatives in attendance. For the purposes of this clause, “actively participating” includes making a financial contribution, entering into a formal agreement, or otherwise committing resources to the project.*

Recommendation and Resolution

Moved: S Jacobs

Seconded: B Smoker

That the RoeROC Committee:

- 1. Acknowledge the endorsement of these documents by the RoeROC Executive on 17 July 2025 and the feedback received from member Councils during August 2025;**
- 2. Adopt the RoeROC Memorandum of Understanding (2024–2029) as presented in Attachment 10.2a (noting that clause 4.2a Voting - be amended to reflect that voting is applied only to members participating in referred item or project);**
- 3. Adopt the RoeROC Operational Guidelines as presented in Attachment 10.2b, noting these replace the previous RoeROC Terms of Reference (2024);**
- 4. Request member Councils formally ratify the adopted documents at their September 2025 Council meetings.**

Carried

10.3. Consideration of Membership Request – Shire of Wickepin

FILE REFERENCE:

REPORTING OFFICER:

Darren Mollenoyux

DISCLOSURE OF INTEREST:

DATE:

25 August 2025

ATTACHMENT NUMBER:

10.3a – Shire of Wickepin Request for Membership – Discussion Paper

10.3b – Shire of Wickepin Presentation at June 2025 Meeting

CONSULTATION:

RoeROC CEOs

Rebecca McCall, RoeROC Lead CEO

Peter Clarke, Acting CEO – Shire of Wickepin

David Burton, CEO – Shire of Wickepin

SUMMARY

The Shire of Wickepin has formally requested membership in RoeROC. This item provides an update on the request and outlines key considerations to guide the Committee's assessment and next steps.

BACKGROUND

At the June 2025 RoeROC Committee meeting, the Shire President of Wickepin delivered a presentation regarding their request to join RoeROC. The presentation addressed the following key areas, a full copy of which is included as an attachment:

- Strategic alignment with RoeROC's objectives
- Community fit and opportunities for regional collaboration
- Potential contributions and value to RoeROC
- Participation in existing and future projects
- Willingness to meet financial and governance responsibilities
- Commitment to long-term engagement

The Committee acknowledged the Shire of Wickepin's membership request and resolved that further research be conducted by the RoeROC Executive Officer and member CEOs to explore options and determine the next steps concerning the proposal.

A discussion paper (included as attachment 10.3a) has since been prepared by the RoeROC Executive Officer, with input from member CEOs, covering financial, governance, and operational impacts as well as proposed amendments to the RoeROC Memorandum of Understanding (MOU) relating to admitting new members.

COMMENT

The attached discussion paper provides a detailed analysis of the key considerations related to the Shire of Wickepin's request for membership in RoeROC. It aims to support an informed and comprehensive evaluation by member Councils.

Key topics addressed in the paper include:

- **Financial Impact and Contributions:**

The paper proposes a modest one-off entry contribution from Wickepin to acknowledge the foundational work of existing members, alongside ongoing cost-sharing arrangements that would reduce the per-member share of Executive Officer services. The financial implications for current members and the equitable allocation of costs are carefully considered.

- **Governance and Operational Implications:**

Admission of a new member will necessitate a review of representation, voting arrangements, and possible administrative adjustments. The paper explores the potential need for amendments to governance documents to ensure clear, fair, and effective operations as membership expands.

- **Review of MOU and Terms of Reference:**

Proposed amendments to Section 9 of the RoeROC Memorandum of Understanding clarify the process for admitting new members and align governance protocols with operational practice. These changes aim to strengthen transparency and consistency in membership decisions.

- **Voting Requirements:**

Given the significance of admitting an additional member, the paper recommends that such decisions require either an absolute majority or unanimous agreement among existing members. This ensures a strong collective commitment to expansion.

- **Project Participation Opportunities:**

Consideration is given to how Wickepin could integrate with existing RoeROC projects and services, identifying areas where collaboration can begin immediately as well as opportunities for longer-term involvement.

Member Shires were provided the opportunity to review the discussion paper thoroughly and provide feedback on the financial, governance, operational, and strategic aspects of Wickepin's proposed membership. Particular input is sought on the proposed entry contribution, voting arrangements, and the potential benefits and challenges associated with expanding RoeROC.

Feedback has been consolidated by the Executive Officer below, to inform the development of a clear recommendation for the RoeROC Committee's consideration.

Corrigin	CEO advised - support with no objections
Kondinin	CEO advised – no feedback and apply inferred acceptance
Kulin	CEO advised - Supported – discussion around entry payment, potential consideration for review after 12 – 18 months
Narembeen	Acting CEO advised - supported with no objections

STATUTORY ENVIRONMENT

Local Government Act 1995 – Section 3.65 (as it relates to the amendment of a regional establishment agreement)

POLICY IMPLICATIONS

RoeROC MOU 2024–2029, Section 9 – Admitting New Members

FINANCIAL IMPLICATIONS

The inclusion of the Shire of Wickepin in RoeROC has both immediate and ongoing financial implications. RoeROC does not currently apply a set annual membership fee, the only fixed annual cost is the engagement of the Executive Officer, which is currently shared equally among the four member Shires.

Based on the Executive Officer contract (indexed annually at 2.5% CPI), the following applies:

	2024/25	2025/26	2026/27	2027/28
Total Payments	\$44,384	\$45,457	\$46,596	\$47,758
Split / 4 Members	\$11,087	\$11,364	\$11,648	\$11,939
Split / 5 Members	\$ 8,869	\$ 9,091	\$ 9,318	\$ 9,551
Saving per Member		\$ 2,273	\$ 2,329	\$2,387

Wickepin's inclusion would reduce the per member cost of Executive Officer services across all Shires from the point of entry.

To ensure equity and acknowledge the work invested by existing members in establishing RoeROC's structure, governance, and strategic direction, a one-off entry contribution is suggested. One option is to apply a modest and symbolic entry fee, equivalent to one fifth of the 2024/25 Executive Officer cost (\$8,869)—as a baseline contribution.

Ongoing participation in RoeROC projects and services would be subject to the established cost-sharing model, with each Shire maintaining its own budget allocation for future initiatives. This approach supports financial autonomy and equitable investment in regionally beneficial outcomes.

As Wickepin will not be participating in the Bendering Waste Site, this exclusion should be taken into consideration in the allocation of Executive Officer time and resources provided to the Bendering Waste Site Working Group.

COMMUNITY AND STRATEGIC OBJECTIVES

The addition of a new member may enhance RoeROC's regional influence and capability in delivering on shared priorities such as infrastructure, service delivery, and advocacy.

RoeROC MOU

2.d To promote co-operation between member Councils and to realise opportunities for greater efficiency in service delivery where appropriate through the sharing of resources

RoeROC Terms of Reference

- To form a strategic alliance for the retention of infrastructure, community services and population, increased funding for development and maintenance/improvement of local road network, economic development initiatives, promotion and marketing initiatives, retention of health services, salinity and environment and general local government industry issues

ROEROOC Strategic Objectives 2025-2027

- Facilitate the sharing of knowledge and understanding between Shires for regional benefit.

VOTING REQUIREMENT

Unanimous Majority

Voting Requirements for Admitting New Members

The admission of a new member to RoeROC shall require a unanimous resolution of all existing member Councils, passed at a duly convened RoeROC Committee Meeting.

This provision ensures collective agreement and alignment among all members prior to any change in the composition of the organisation. The requirement for unanimous consent recognises the strategic, financial, and governance implications associated with membership expansion.

No new member shall be admitted unless all current member Councils have formally resolved to support the application in accordance with this clause.

RECOMMENDATION

That the RoeROC Committee:

1. Approve the admission of the Shire of Wickepin as a member of RoeROC, subject to:
 - a. Payment of a one-off entry contribution of \$8,869, to acknowledge the foundational work of existing members; and
 - b. Agreement to participate in ongoing cost-sharing arrangements for Executive Officer services and regional projects, in line with existing RoeROC practices.
2. Acknowledge that the Shire of Wickepin will not participate in the Bendering Waste Site Working Group, and that Executive Officer resources for this time have been considered in setting the portion of Executive Officer costs.
3. Note the proposed amendments to the RoeROC Memorandum of Understanding (Section 9) to reflect the process for admitting new members and to ensure clarity and consistency in governance arrangements.
4. Advise the Shire of Wickepin of the Committee's decision and seek a formal acceptance response, including a proposed timeframe for joining RoeROC.

The officer recommendation was varied, noting that not all member Councils were represented. It was clarified that the Shire of Wickepin's request will be formally considered at each member Council's September 2025 meeting, and a special meeting of RoeROC will be convened once all member Councils have completed their September 2025 meetings.

Resolution

Moved: Cr B Smoker

Seconded: Cr Jacobs

That the RoeROC Committee:

- 1. Support in principle the admission of the Shire of Wickepin as a member of RoeROC, subject to:**
 - a) Each Council formally considering the Discussion Paper at its September 2025 Ordinary Council Meeting, ensuring appropriate and respectful due diligence is undertaken. Final positions should be determined against the agreed eligibility and consideration criteria for admitting new members.**
 - b) Payment of a one-off entry contribution of \$8,869, to acknowledge the foundational work of existing members; and**
 - c) Agreement to participate in ongoing cost-sharing arrangements for Executive Officer services and regional projects, in line with existing RoeROC practices.**
- 2. Acknowledge that the Shire of Wickepin will not participate in the Bendering Waste Site project, and that Executive Officer resources for this time have been considered in setting the portion of Executive Officer costs.**
- 3. Note the required amendments to the RoeROC Memorandum of Understanding to reflect the process for admitting new members and to ensure clarity and consistency in governance arrangements.**

Carried

11. Matters for Information / Update – General

11.1. Key Workforce Housing Project – Grant Funding Strategy Report

The RoeROC Executive has progressed key actions for the Key Worker Housing Project following receipt of the Grant Funding Strategy Report prepared by Whitney Consulting. The Strategy confirmed that no current grant programs support housing construction and instead recommends two strategic pathways: direct advocacy for State funding and preparation for future grant opportunities.

The Executive endorsed Whitney Consulting's Recommendation 1 — to enhance the existing business case with stronger regional context, creating a point of difference, selling our local story, stakeholder support, and detailed project planning. The aim is to complete the updated business case by October 2025. CEOs have been asked to continue gathering supporting information including letters of support, land and cost details, and local impact stories to strengthen the business case.

Following the request from the June 2025 RoeROC Committee Meeting, the Shire of Kondinin has confirmed that Cr Brett Smith has been nominated as its Proxy Delegate to the Key Worker Housing Project Lobby Group.

Initial advocacy efforts will be coordinated through the existing Lobby Group, with engagement to commence later this year.

11.2. Renewable Energy Policy Framework and Community Benefit Funds

At the July meeting, the RoeROC Executive agreed to progress the development of a shared Council Planning Policy framework for renewable energy developments, following the release of WALGA's Renewable Energy Community Benefits and Engagement Guide in early July.

The Guide provides practical tools and templates to support Local Governments in navigating large-scale renewable projects, with a focus on local planning responses, developer engagement, and community benefit structures. It promotes consistency while allowing flexibility for local context.

A working group, comprising Tory Young, Natalie Manton and Alan Leeson, has been formed to lead the development of a draft policy and engagement framework for RoeROC member Councils. The draft will be informed by WALGA's resources and aligned with State-level advocacy and policy directions.

The working group will report back to RoeROC CEOs with a progress update and draft policy framework by 30 September 2025.

Points from Renewables Working Group Meeting 2 September 2025;

- **Planning Policy Framework**
 - Focus on establishing a renewable energy planning policy across four shires.
 - Community benefits and engagement identified as key priorities.
- **Discussion Points**
 - Importance of early community engagement and managing expectations with developers.
 - Recognition that companies take varying approaches to community relations.
 - Suggestion to consider a broader renewables framework for effectiveness.
 - Agreement that collaboration is essential for successful policy development.
- **Infrastructure & Agreements**
 - Agreements on water access and road maintenance required before development approvals.
 - Example shared from past developments and the need for foresight in resource supply.
 - Concerns about diminishing gravel stocks for road maintenance.
 - Proposal for a road user agreement to address turbine transport impacts.
- **Additional Considerations**
 - Incorporating housing requirements into developer agreements.
 - Need for improved waste management practices.
- **Overall Themes**
 - Proactive planning and communication with local authorities is essential.
 - Ensuring community needs and infrastructure impacts are addressed.

ACTION

The Committee requested the RoeROC Executive Officer to obtain quotations for a consultant or temporary employee to assist member Councils in formalising a suite of policies and frameworks to support the management and development of renewable energy projects and related initiatives.

11.3. Joint ROC Event: MADE in the Eastern Wheatbelt

Planning is progressing for the joint regional forum MADE in the Eastern Wheatbelt: Shaping the Future Together, in collaboration with NEWROC and WEROC. The event will showcase regional strengths, promote investment opportunities, and align with key State and Federal policy agendas, including Diversify WA and Future Made in Australia.

The forum will target senior government stakeholders, including the Minister for the Wheatbelt, and feature presentations on shared priorities such as workforce housing, tourism, education, renewable energy, and economic resilience. It will include a response from the Minister and a collaborative working session to strengthen cross-ROC alignment.

RoeROC has committed \$2,000 in the 2025/26 budget and continues to contribute to event planning, agenda development, and stakeholder identification.

The date is yet to be finalized as we are awaiting a response on the availability of the Minister for the Wheatbelt.

11.4. ERP Project Update

At its meeting on 12 August 2025, the RoeROC SSWG reviewed progress on the joint ERP procurement project. The group continues to be involved in WALGA's sector-wide development of ERP procurement resources, which will form the basis for a future Expression of Interest. While initial rollout timelines had been identified by member Shires, the group agreed these would likely be delayed until the release of WALGA's final toolkit.

A further meeting will be scheduled following the toolkit's release to confirm module requirements, updated implementation schedules, and the next steps in procurement planning.

11.5. Local Planning Strategies

Cr Smoker provided a brief update on the presentation from the Department of Planning, Lands and Heritage to Kulin Council, regarding the RoeROC Combined Local Planning Strategy. Cr Smoker noted the importance of this joint project and highlighted the significant cost savings achieved by undertaking this project as a group.

12. Next Meeting

CEO meeting Schedule 2025

Thursday 6th November 2025 at 1.00pm

Shire of Narembreen

RoeROC Meeting Schedule 2025

Thursday 4th December 2025 at 1.00pm

Shire of Narembreen

The next RoeROC meeting will be held on the 4th December 2025 at the Shire of Narembreen, commencing at 1.00pm

13. Closure

The Chair, Cr Scott Stirrat thanked delegates for their attendance and declared the meeting closed at 2.39pm.

14. STATUS REPORT

The following provides a status report as of 27th August 2025

MINUTES REFERENCE/DATE	DETAIL	RESPONSIBLE OFFICER	STATUS	ANTICIPATED COMPLETION DATE
27 March 2018	Member shires agreed to allocate \$5,000 to a reserve fund to be included in each shire's annual budget		Proceeds from Bendering Tip fees after expenses distributed to shires and can be used for reserves. Bendering Waste Site Management Plan identified a need for each shire to have a reserve of approximately \$83,000 by 2026 to cap stage 1	
15 June 2023	Roe EHO to identify the highest priority tasks within each shire's Public Health Plan. This initial assessment will help establish specific areas of focus that can be addressed through collaborative efforts. Roe EHO will discuss who will form a working group that will collectively plan and execute strategies to address the identified priority tasks.	B Gerard	The following was agreed at the RoeROC Executive Meeting 28 July 2025 As the lead council for RoeHealth, Natalie Manton is to inform Brendon Gerrard that the RoeROC Executive discussed the Public Health Plans and agreed to defer further action until the release of the 2025 Census data.	
7 March 2025	Evacuation Centre Enhancement Project That RoeROC strongly support the development of a business case and submit a joint grant application for the installation of generators and power connection requirements at each of the 5 primary evacuation centres within RoeROC Shires, in line with Disaster Resilience Fund Category 7 projects.	RoeROC EO	Project scope changed due to request for joint project approach from NEWROC, providing a stronger application. Still awaiting the announcement of successful recipients	Grant submitted 16 April 2025, awaiting outcome.

5 June 2025	Key Workforce Housing Project 1. Accept Whitney Consulting as the preferred consultant based on the evaluation of price, relevant experience, and resource availability, as the successful quotation for the development of funding submissions and guidance on the RoeROC Key Worker Housing Project. 2. That each RoeROC member Council make budget provision of \$9,000 in their 2025/2026 budget for grant consultancy for the Key Worker Accommodation project. 3. That RoeROC endorsed the RoeROC Key Worker Accommodation Project Action Plan, as presented.	RoeROC EO		
		RoeROC CEOs		
28 July 2025	1. That RoeROC proceed with Recommendation 1 from Whitney Consulting — to update the existing RoeROC Key Worker Housing Business Case — with the aim of completing the update by the end of October 2025. 2. That the RoeROC Executive Officer confirm with Whitney Consulting that RoeROC has agreed to proceed with the enhancement of the business case and arrange a project start-up meeting. 3. That RoeROC continue to undertake initial advocacy for Key Worker Housing funding through its internal lobbying group.	RoeROC EO	Joint start up meeting held with Whitney Consulting with EO, CEOs and key staff. Individual meetings held between Whitney Consulting and CEOs.	Individual Shires to provide all details by October 2025
		RoeROC EO		Revised Business Case to be completed by December 2025
5 June 2025	Temporary Moveable Accommodation Policy 1. That RoeROC endorses the proposed RoeROC Temporary Moveable Accommodation Policy and Guidelines to set a standardised approach across member Councils. 2. Implementation - Individual Shires to undertake implementation for the new policy, including adoption at Council Meetings, customisation of template application form, training for staff on new processes and communication to the public.	Individual Member CEOs	The RoeROC Executive officer provided relevant documents to member CEOs for implementation at their Shire.	Completed
5 June 2025	Strategic Priorities 2025 - 2027 RoeROC delegates endorsed the RoeROC Strategic Priorities for 2025 – 2027, as presented	RoeROC EO	Copy of the adopted Strategic Priorities provided to CEOs.	Ongoing

5 June 2025	Consideration of Membership Request – Shire of Wickepin - That further research be undertaken by the RoeROC Executive Officer and CEOs to determine options and next steps regarding the Wickepin’s proposal, with further consideration at the 4 September 2025 RoeROC Committee Meeting. - The Executive Officer writes to the Shire of Wickepin to thank them for the presentation and inform them that RoeROC will consider their request.	RoeROC EO	Discussion Paper prepared by the RoeROC EO and presented to RoeROC CEOs on 28 July 25.	September 2025
28 July 2025	- That the RoeROC CEOs endorsed the Shire of Wickepin Request for Membership – Discussion Paper, with the identified amendments to be made by the RoeROC Executive Officer. - The draft amendments to Section 9 of the RoeROC Memorandum of Understanding (MOU), as outlined in the discussion paper, be endorsed to improve clarity and alignment. - That the proposed entry contribution and an updated financial structure be included in a recommendation to the RoeROC Committee. - CEOs are to present the Discussion Paper to their respective Councils for consideration and any feedback to be provided to the RoeROC Executive Officer following August 2025 Council meetings. - Feedback from member Councils is to be consolidated to inform the development of a clear recommendation for consideration by the RoeROC Committee at its meeting scheduled for 4 September 2025.	RoeROC EO RoeROC CEOs RoeROC EO	Feedback compiled and presented for consideration at the Committee Meeting on the 4 September 2025.	
5 June 2025	RoeROC Governance Structure - That RoeROC Committee provided feedback on the reviewed RoeROC Memorandum of Understanding (2024–2029). - That the recommended changes will be assessed for variation at the RoeROC Executive Meeting on July 3, 2025, where the finalised MOU and	RoeROC EO & CEOs	The Executive Officer updated recommended changes and presented to the CEOs meeting on the 28 July 25.	June 2025

28 July 2025	Operational Guidelines will be completed. Both documents to be presented for endorsement at the RoeROC Committee Meeting on the 4th September 2025. The Executive reviewed the updated governance documents and resolved as follows: 1. That the updated Draft RoeROC Memorandum of Understanding (2024–2029) and the Draft Operational Guidelines, as attached to the agenda, be endorsed. 2. It is noted that the new Operational Guidelines replace the previous RoeROC Terms of Reference (2024) as the procedural appendix to the MOU. 3. That the draft MOU and Operational Guidelines be circulated to all member Councils for review and feedback at their August 2025 Council forums. 4. Following feedback from member Councils, both documents be finalised by the RoeROC Executive Officer for presentation at the RoeROC Committee Meeting scheduled for 4 September 2025. 5. That the finalised documents be submitted to member Councils for formal ratification at their September 2025 Council meetings.	RoeROC EO RoeROC CEOs RoeROC EO RoeROC CEOs	Updated MOU and Operational Guidelines provided to CEOs on 29 July 2025. Feedback will be provided to the Committee Meeting on 4 September 2025	September 2025
28 July 2025	Joint Renewable Energy Policy 1. It was agreed to develop a shared Council Planning Policy framework to guide renewable energy developments across RoeROC Shires, using WALGA's guidance document and templates. 2. A working group of Tory Young, Natalie Manton and Alan Leeson lead the development of a draft Council Planning Policy framework and templates to for use by member Councils. 3. The working group to report progress of the draft RoeROC policy and engagement framework for the RoeROC CEOs at the Executive Meeting by the 30th September 2025.	RoeROC EO & Working Group	First meeting of the working group to be held on the 2nd September 2025.	November 2025

15. EXECUTIVE OFFICER KPI 2025/2026 - STATUS REPORT

The following provides a status report as of 27th August 2025

ACTION	TIMELINE		STATUS
Retain a RoeROC Executive Officer to administer the organisation, develop and implement strategic projects as well as governing frameworks.	Ongoing		
KPI #1a	Timeline		
Effectively manage the process of improving the RoeROC governance structure, to be retained as a VROC, amending the current MOU and Terms of Reference to create a single document, ensuring a smooth transition and successful implementation.	July 2025		Endorsed at the July 2025 Executive Meeting and to be presented for endorsement at the RoeROC Committee Meeting on 4 September 2025
KPI #1b	Timeline		
Ensure an effective and transparent process is undertaken for evaluating and implementing the inclusion of the Shire of Wickiepin as a member of RoeROC.	August 2025		Discussion paper and direction provided at the July 2025 Executive Meeting and to be considered at the RoeROC Committee Meeting on 4 September 2025.
Review the Bendering Landfill Site Working Group Terms of Reference.	March 2026		
ACTION	TIMELINE		STATUS
Advocate for the development of a shared policy framework for renewable energy and carbon offsets among Shires for the betterment of the region.	2025/26		
KPI #2	Draft	Adoption	
Develop a shared policy framework for renewable energy and carbon offsets among the Shires for the betterment of the region. Potential planning policy to be drafted.	Sept 2025		Walga released the guide and templates in early July 2025 and discussed at RoeROC Executive Meeting with Working Group formed to provide feedback to September 2025 Executive Meeting.
ACTION	TIMELINE		STATUS
Progress the RoeROC Key Worker Housing Project through the engagement of a consultant to finalise the business case and identify and pursue appropriate grant funding opportunities.	2025 - 2027		
KPI #3a	TIMELINE		
Establish and support RoeROC Key Worker Housing Lobby Group to implement targeted advocacy and lobbying activities aligned with the approved Action Plan.	Ongoing 25/26		Lobby group now formed including proxy appointed from Kondinin.
KPI #3b	Lodgement		
In conjunction with Whitney Consulting to identify funding sources and prepare applications with supporting documentation to secure external funding for the implementation of the strategies outlined in the investment plan.	Prior to closing date of funding program.		Progressing well and individual Shires compiling required information for Whitney Consulting.

ACTION	TIMELINE	STATUS
Support the implementation of the Eastern Wheatbelt Power Resilience Project by progressing initiatives to enhance evacuation centre infrastructure across RoeROC Shires.	2025/26	
KPI #4a	Timeline	
Pending funding outcomes, coordinate the delivery of the project at identified RoeROC evacuation centres.	Dependent on success of funding application	Awaiting update on funding submission
KPI #4b	Lodgment	
Continue to identify funding opportunities for additional projects that align with local emergency arrangements and community resilience objectives.	Prior to closing date of funding program.	Monitoring
ACTION	TIMELINE	STATUS
Maintain functioning shared services working groups.	2025/26	
KPI #5a	Timeline	
Provide executive support to the Shared Services Working Group to ensure alignment with RoeROC objectives and identified shared projects.	Ongoing	Continuing
KPI #5b	Timeline	
Deliver effective executive support to the Bendering Landfill Site Working Group to ensure timely progression of initiatives and actions as directed by RoeROC, and in line with the Bendering Landfill Site Working Group MOU.	Ongoing	Continuing Workshop with Talis held on 29 th July 2025
KPI #5c	Timeline	
Finalise and implement the Shared Services and Collaboration Plan that identifies key areas for inter-council collaboration, resource sharing, and efficiency improvements across RoeROC member shires.	Endorsed by Executive July 2025 Adopted by Committee by Sept 25 Ongoing delivery	Plan adopted at the June 2025 RoeROC Committee Meeting, will be reviewed regularly by the SSWG and Executive, including any impacts from the request by Shire of Wickepin to become a member.
ACTION	TIMELINE	STATUS
Facilitate the sharing of knowledge and understanding between Shires for regional benefit.	Ongoing	
KPI #6a	Implement	
Populate the platform with expert contacts and initial resources.	July 2025	To be undertaken.

New Membership Request

Shire of Wickepin

Discussion Paper for RoeROC

INTRODUCTION

This discussion paper has been prepared to assist the RoeROC CEOs with further consideration of the Shire of Wickepin's formal request to join (RoeROC). It provides an overview of the key matters raised to date, outlines relevant provisions in the current RoeROC Memorandum of Understanding, and addresses the strategic, financial, and governance implications of admitting Wickepin as new member. This document will assist member CEOs make an informed decision and recommendations to the RoeROC Committee.

EXCLUSIONS AND KEY CONSIDERATIONS

In considering the Shire of Wickepin's request to join RoeROC, the following exclusions and factors should be noted:

1. Scope of Membership and Non-RoeROC Entities:

RoeROC membership covers only those projects, services, and advocacy activities formally undertaken by the organisation. It does not extend to informal collaborations or independently managed services unless separately agreed by all members.

Wickepin may be interested in joining **RoeTourism**, however this group operates independently of RoeROC; Wickepin may apply directly if interested in participating.

RoeHealth and the **Bendering Landfill Site** are not governed by RoeROC and are excluded from this membership request. The Shire of Wickepin CEO has confirmed it does not seek to participate in either service at this time, with the following comments:

- Bendering Landfill Site
At this point in time, Wickepin has its own main waste area (which should last a while), so we would not be interested in Bendering. Also, the distance would make it a little prohibitive.
- RoeHealth
For the EHO, Brendon is at capacity. We currently get services from Narrogin, so that arrangement would remain. If in the future, additional EHO capacity is available through RoeHealth, then we would consider it, in order to be more in line with the RoeROC Members.

Any future engagement with these services would need to be negotiated separately with the relevant managing entities or participating Shires.

2. Current RoeROC Projects Not Applicable to Wickepin:

As of July 2025, RoeROC is delivering the following projects, which the Shire of Wickepin will not participate in due to their advanced status or existing commitments:

- 2.1 RoeROC Key Worker Accommodation Project** – This project is well progressed and not currently feasible for Wickepin to join. However, if the Shire completes an individual Key Worker Accommodation Analysis, future participation in funding submissions may be possible with an appropriate financial contribution.
- 2.2 RoeROC Joint Local Planning Strategy** – Wickepin has recently adopted its own Local Planning Strategy and will not be part of this joint initiative.
- 2.3 Eastern Wheatbelt Power Resilience Project** - This joint RoeROC / NEWROC project has progressed and submitted to Round Three Disaster Ready Fund and is closed to new participants.

Wickepin's entry into RoeROC will have no impact on these projects and will not affect the existing financial or operational commitments of current member Shires.

3. Current RoeROC Projects Potentially Applicable to Wickepin:

As of July 2025, RoeROC is progressing several initiatives that may be suitable for the Shire of Wickepin to participating. These projects are strategic, regionally focused, and offer opportunities for alignment, cooperation, and shared benefit:

- 3.1 ERP Procurement Process** – Wickepin may opt to participate in this project, which is delivered on a cost-sharing basis. There are no barriers to inclusion, noting that the SSWG is still awaiting procurement resources from WALGA.
- 3.2 Joint Renewable Energy Policy Framework** – The project is in early stages, Wickepin's participation could be accommodated, with costs to be shared evenly among members.
- 3.3 Workforce Skills Database** – Wickepin can join this initiative by completing the staff skills audit survey and matrix; no additional barriers apply.
- 3.4 Establishment of Digital Resource Sharing Platform** – There are no constraints preventing Wickepin from participating. Any establishment costs would be shared equally among all participating members.

Participation in these projects would be subject to mutual agreement, cost sharing arrangements, and alignment with existing project timelines. Involvement by Wickepin may enhance regional outcomes.

4. Budget Timing and Financial Year Alignment:

Given the timing of Wickepin's request and RoeROC requiring adequate time for consideration, financial participation would be proposed to begin on a pro rata basis during the 2025–2026 financial year, subject to agreement on entry contributions and project involvement.

MATTERS FOR CEO REVIEW AND DIRECTION

1. Project Participation Opportunities

- The Shire of Wickepin has expressed a desire to contribute to RoeROC initiatives. It is important to identify existing or potential projects that would provide early opportunities for integration and participation.
- This will help demonstrate immediate value to all parties and reinforce RoeROC's principles of shared leadership and mutual benefit.
- Potential current and future alignment projects from the Shared Services and Collaboration Plan includes:
 - ERP procurement process
 - IT support services
 - Joint Renewable Energy Policy Framework
 - Develop a unified policy to guide land use planning and protect high-value agricultural and strategic development land across member Shires
 - Future joint emergency management initiatives
 - Shared Services Working Group
 - Governance and Compliance
 - Asset management
 - Community Services and Development

2. Governance and Operational Implications

- Consideration should be given to any administrative or structural changes required to effectively integrate Wickepin into meetings, communications, and operational workflows.
- The RoeROC Executive Officer anticipates no additional administrative or operational impact from Wickepin's inclusion.
- A requirement for Wickepin to join would be ensuring participation in RoeROC SSWG.
- Consideration would be required as to the rotation of Lead Council and future project leads. The current lead Shire rotation is as follows;
 - March 2023 - 2025 Shire of Corrigin
 - March 2025 - 2027 Shire of Narembeen
 - March 2027 - 2029 Shire of Kulin
 - March 2029 – 2031 Shire of Kondinin

- Meeting travel distance would be increased for the Shire of Kondinin delegates impacted the most. As an example, when Wickepin is the Lead Council:

Hyden Townsite to Corrigin Shire Office 108kms	Hyden Townsite to Wickepin Shire Office 153km
Narembeen Shire Office to Corrigin 70km	Narembeen Office to Wickepin Office 150km

3. **Financial Impact and Contributions**

- Entry contribution** - While RoeROC does not currently have a set annual membership fee, the only fixed annual cost is the engagement of the Executive Officer, which is shared equally among member Shires. Given the significant work undertaken to formalise RoeROC's structure and governance, options for Wickepin's membership could include a one-off entry contribution to recognise the foundational investment by existing members. Ongoing participation would then align with the existing cost-sharing model for projects and shared services.

Justification for Entry Contribution	Considerations Against Entry Contribution
Equity for Existing Members – Recognises the financial and administrative investment already made by current RoeROC members.	No Defined Assets or Reserves – RoeROC doesn't hold assets or reserves that Wickepin would immediately benefit from.
Cost Recovery – Helps cover administrative work involved in updating governance and MOU arrangements.	Discourages Participation – An entry fee may deter Wickepin from joining, especially if seen as high or unjustified.
Consistency – Sets a transparent precedent and process for future new member requests.	Lacks a Defined Formula – Without a clear basis for calculation, any fee may appear subjective
Demonstrates Commitment – A fee shows Wickepin's serious intent to engage and invest in RoeROC's future.	Delayed Benefits – As Wickepin won't immediately participate in all RoeROC initiatives, upfront cost-benefit may be unclear.
Minimal, Fair Fee Option – A modest contribution (e.g., 1/5 of current EO costs) could be reasonable and symbolic.	

- Administering Entry Fee** - As RoeROC does not operate a standalone bank account, consideration is required as to how a joining fee from the Shire of Wickepin would be administered. Options may include one member Shire holding the funds in trust or allocating the contribution directly to agreed project or operational costs. A formal approach should be determined and documented to ensure transparency.
- The annual membership fee** - should be consistent with existing members and should reflect current services and broader strategic benefit.
- As Wickepin would not be part of the Bendering Waste Site, its exclusion should be considered in the provision of Executive Services to the Waste Site Working Group.

Annual Operational Costs – Provision of Executive Services

	2024/25	2025/26	2026/27	2027/28
Total Payments	\$44,384	\$45,457	\$46,596	\$47,758
Split / 4 Members	\$11,087	\$11,364	\$11,648	\$11,939
Split / 5 Members	\$ 8,869	\$ 9,091	\$ 9,318	\$ 9,551
Saving per Member		\$ 2,273	\$ 2,329	\$2,387

Figures based on 2.5% CPI – current contract expires on 30 June 2027

- There is an understanding that each member Council maintains its own budget provision for future RoeROC projects, ensuring flexibility and autonomy in participation and financial planning.

4. Review of MOU – Admitting New Members

- Section 9 of the RoeROC MOU (2024–2029) references the submission of a project plan as part of the new member admission process. This requirement is not applicable to the current nature of Wickepin's request.
- It is therefore recommended that Section 9 be reviewed and amended to provide clarity on procedural requirements, strategic alignment criteria, and decision-making responsibilities associated with membership applications.
- Consideration as to setting a minimum period for becoming a member of RoeROC.
- The draft clause for admitting new members is proposed below:

9 *ADMITTING NEW MEMBERS*

The Roe Regional Organisation of Councils (RoeROC) recognises the value of expanding its membership where such inclusion enhances the organisation's strategic capacity, fosters regional cooperation, and supports the efficient delivery of shared objectives.

9.1 Section 3.65 of the Local Government Act 1995 is to apply if a Regional Local Government is established.

9.2 *Eligibility and Consideration Criteria*

A local government may seek membership of RoeROC by submitting a formal written request to the Executive Officer. To facilitate informed consideration, the application must include a statement or presentation addressing the following criteria

- Strategic Alignment** – The alignment of the applicant's community priorities and strategic goals with RoeROC's Strategic Objectives and regional development vision.*
- Community and Regional Fit** – Demonstration of the applicant's regional characteristics, needs, and potential mutual benefits of membership.*
- Value and Contribution** – An outline of the specific resources, skills, or opportunities the applicant would contribute to RoeROC.*
- Project Participation** – Identification of existing or future RoeROC initiatives the applicant seeks to join or support.*
- Financial and Governance Commitment** – Confirmation of the applicant's ability to meet RoeROC's financial contributions and governance responsibilities as detailed in this MOU.*
- Long-Term Engagement** – A commitment to active participation, shared leadership, and long-term collaboration with RoeROC.*

9.3 *Application Process*

- Upon receipt of a request, the RoeROC Executive may invite the applicant's Shire President or representative to present at a scheduled RoeROC meeting.*
- The RoeROC Executive Officer will prepare an application review and assessment framework for consideration, ensuring consistency and transparency in decision-making.*
- A decision to admit a new member requires a simple majority vote by existing members at a formal RoeROC meeting.*

9.4 *Membership Contributions*

A new member, upon acceptance, must agree to:

- Pay an entry contribution as determined and agreed by the existing members;*
- Provide a financial contribution equal to that of current members, unless varied by resolution of the RoeROC Committee;*
- Contribute to the costs of shared projects and services on an equitable basis, as defined within applicable project plans or service agreements.*

9.5 *MOU Review and Flexibility*

RoeROC acknowledges the need for clarity and responsiveness in its governance framework. Accordingly, this clause shall be subject to periodic review and may be amended by agreement of the member Councils to ensure alignment with best practice, strategic intent, and emerging regional needs.

5. Voting Requirements for Admitting New Members

- The current MOU is not clear in voting majority to admit a new member, it is proposed that a higher threshold—such as an absolute majority or unanimous agreement—be adopted for decisions of this nature.
- This ensures full member support for any expansion and reflects the significant strategic and governance implications of admitting new members to the group.

6. Process Resolutions from RoeROC

RoeROC CEOs Resolution 28th July 2025

RESOLUTION

MOVED: Rebecca McCall

SECONDED: Alan Leeson

1. That the RoeROC CEOs endorsed the Shire of Wickepin Request for Membership – Discussion Paper, with the identified amendments to be made by the RoeROC Executive Officer.
2. The draft amendments to Section 9 of the RoeROC Memorandum of Understanding (MOU), as outlined in the discussion paper, be endorsed to improve clarity and alignment.
3. That the proposed entry contribution and an updated financial structure be included in a recommendation to the RoeROC Committee.
4. CEOs are to present the Discussion Paper to their respective Councils for consideration and any feedback to be provided to the RoeROC Executive Officer following August 2025 Council meetings.
5. Feedback from member Councils is to be consolidated to inform the development of a clear recommendation for consideration by the RoeROC Committee at its meeting scheduled for 4 September 2025.

Carried 4/0

RoeROC Meeting Resolution 4th September 2025

Resolution

Moved: Cr B Smoker

Seconded: Cr Jacobs

That the RoeROC Committee:

1. Support in principle the admission of the Shire of Wickepin as a member of RoeROC, subject to:
 - a) To each Council presenting the Discussion Paper formally to consider the request at September 2025 Ordinary Council Meetings, ensuring appropriate and respectful due diligence is undertaken. Final positions should be determined against the agreed eligibility and consideration criteria for admitting new members.
 - b) Payment of a one-off entry contribution of \$8,869, to acknowledge the foundational work of existing members; and
 - c) Agreement to participate in ongoing cost-sharing arrangements for Executive Officer services and regional projects, in line with existing RoeROC practices.
2. Acknowledge that the Shire of Wickepin will not participate in the Bendering Waste Site project, and that Executive Officer resources for this time have been considered in setting the portion of Executive Officer costs.
3. Note the required amendments to the RoeROC Memorandum of Understanding to reflect the process for admitting new members and to ensure clarity and consistency in governance arrangements.

Carried 3/0

ROEROC

Roe Regional Organisation of Councils
Corrigin | Kondinin | Kulin | Narembeen

OPERATIONAL GUIDELINES

Appendix 2 – RoeROC Memorandum of Understanding

1. Name

The name of the organisation is the **Roe Regional Organisation of Councils (RoeROC)**.

2. Role of the Committee

The role of the RoeROC Committee is to:

- Facilitate collaboration among Member Councils on matters of mutual interest;
- Provide a forum for regional leadership, shared decision-making, and advocacy;
- Oversee the development, coordination, and delivery of joint projects, services, and initiatives;
- Consider strategic regional issues affecting the Member Councils and propose coordinated responses; and
- Provide guidance and direction to working groups and the RoeROC Executive Officer.

3. Objectives of RoeROC

The objectives of RoeROC are to:

- Provide strong regional leadership and strategic direction;
- Advocate on regional priorities identified and supported by Member Councils;
- Form a collaborative alliance to improve infrastructure, community services, and economic resilience across the region;
- Promote cooperation and resource sharing for greater efficiency and cost-effectiveness;
- Pursue joint initiatives that enhance environmental management, tourism, health services, and local government capability; and
- Support sustainable population retention and regional development without diminishing the autonomy or relationships of individual Member Councils with their communities or external stakeholders.

4. No Delegated Powers

RoeROC is an advisory and collaborative body and does **not** hold any delegated authority under the *Local Government Act 1995* or any other legislation. All decisions and recommendations made by RoeROC must be referred to the respective Member Councils for formal resolution, endorsement, or implementation unless otherwise provided for in a specific agreement or project.

5. Host Shire Rotation

The Host Shire provides secretariat and administrative support to RoeROC and rotates on a biennial basis, aligned with the local government election cycle. The indicative rotation is as follows:

- March 2023–2025: Shire of Corrigin
- March 2025–2027: Shire of Narembeen
- November 2027–2029: Shire of Kulin
- November 2029–2031: Shire of Kondinin

The Executive Officer shall have primary responsibility for the coordination of meeting arrangements and the preparation of agendas, in consultation with the Chairperson. The Host Shire shall provide strategic oversight and administrative support to the Executive Officer in the execution of these duties, ensuring alignment with the objectives and protocols of RoeROC.

6. Schedule of Meetings

RoeROC Committee meetings will generally be held quarterly on the third Thursday of **March, June, September, and November** at 1:00 PM, unless otherwise agreed. Written notice shall be given at least 7 days prior to each meeting.

The Host Shire will provide lunch for delegates prior to meetings.

Typical agenda items:

- **Every meeting:**
 - Financial reports for Roe Environmental Health Scheme and Bendering Waste Facility
- **March:**
 - Review of business cases and potential joint projects
 - Fees and charges for Bendering Landfill
 - Invitation to Shire of Lake Grace (Roe Health Scheme)
- **June:**
 - Invitation to Avon Waste as contractor
- **September:**
 - Updates on active joint projects
- **November:**
 - Identification of new projects
 - Review of contracts and agreements due to expire

7. Conduct of Meetings

Membership:

The RoeROC Committee includes:

- The Shire President of each Member Council
- One elected member (Deputy Delegate)
- The Chief Executive Officer of each Member Council
- One senior officer (Deputy Officer)

Deputy CEOs and observers may attend at the discretion of their Council.

Presiding Member:

The Chairperson and Deputy Chairperson are elected every two years in line with the Host Shire rotation. If the Chairperson is unavailable, the Deputy or a nominated member will preside.

Voting:

- Each Member Council has **one vote**, regardless of the number of representatives present.
- All resolutions or decisions of RoeROC (whether by the Committee or the Executive) are to be determined by a simple majority vote of members present and eligible to vote.

8. Arrangements for Projects and Non-Ongoing Agreements

Projects may only proceed where participating Member Councils have agreed. Each participating Council must make necessary budget provisions for their share. A formal Project Plan must be prepared outlining scope, timeline, financial commitments, and governance arrangements.

All RoeROC projects are managed by a Lead Council and supported by the Executive Officer, with reporting provided to participating Councils. Councils that commit to a project are financially responsible until its completion, regardless of later changes to membership.

9. Annual Events: Rotating RoeROC Dinner

Member Councils take turns hosting the annual RoeROC Dinner. The dinner fosters collaboration and recognises achievements.

Host Schedule:

- 2024 – Corrigin
- 2025 – Narembreen
- 2026 – Kondinin
- 2027 – Kulin

The host Shire is responsible for organising the event in consultation with the Chair and Executive Officer.

10. Working Group Protocols and Structure

RoeROC may establish Working Groups to support its strategic or operational objectives. These groups report to the RoeROC Executive and Committee through the Executive Officer.

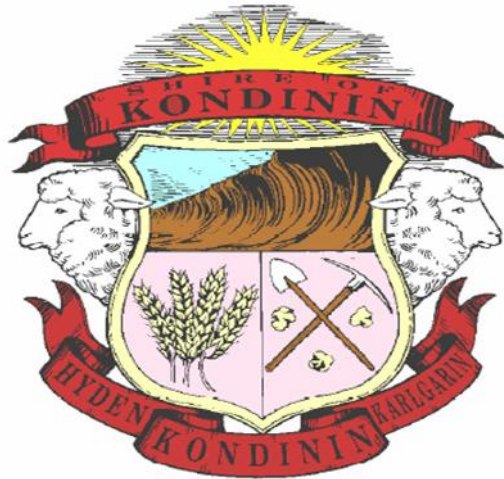
Current examples include:

- **Bendering Landfill Site Working Group:**
 - Includes Works Managers, RoeROC EHO, and Avon Waste
 - Oversees civil works, planning, and compliance
 - Meets biannually (March and September)
 - Coordinates access and approves annual plant/labour rates
- **Shared Services Working Group:**
 - Explores joint service delivery and administrative collaboration
 - Coordinates shared staffing, systems, or procurement

General protocols:

- Working Groups are formed by RoeROC resolution
- Members are nominated by participating Councils
- Clear terms of reference are to be established
- Regular reporting to the Executive Officer is required

9.4.5 Model Standards – CEO Recruitment, Performance & Termination



SHIRE OF KONDININ

Model Standards for CEO Recruitment, Performance
and Termination

October 2025

Division 1 — Preliminary provisions

1. Citation

These are the Shire of Kondinin's Standards for CEO Recruitment, Performance and Termination.

2. Definitions

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 [insert name of local government];

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.

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.

(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 clause 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.

9.4.5 Chief Executive Officer Performance 2025-2026



Shire of Kondinin – 2025-2026 Chief Executive Officer Performance

The Shire of Kondinin Vision			
<i>To have a thriving and sustainable future</i>			
The Shire's Values			
	Respect	Inclusiveness	Fairness and equity
Chief Executive Officer Performance Criteria FY 2025-2026			
Performance Criteria	Activity	Performance Indicator	
Delivery of the Corporate & Community plan outcomes	Delivery of strategic goals	Delivery of the strategic goals of the Shire. This incorporates evidence-based <i>progression</i> and reporting of long-term strategic outcomes and items partially completed as of 18 August 2025 (CEO commencement)	
Risk and Compliance	Compliance Audit Return (CAR)	Completed, adopted by Council and submitted in accordance with regulated time frames.	
	Financial Regulation Audit (FRA)	Completed and reported to the Audit, Risk and Improvement Committee in accordance with regulated time frames.	
	2025/2026 Regulation 17 Review	Review and update as required and reporting to the Audit Risk & Improvement Committee upon completion of the review process.	
	Lost Time Injury prevention	Less than three (3) LTI's in the 12-month period 2025-2026	
	Quality and timeliness of Council agendas and minutes	Agendas and minutes are delivered complete and within the timelines cited by the Act.	
Workforce	Enterprise (Whole of Shire) risk assessment	Review, development and monitoring of whole of Shire risk. Presentation of the revised risk assessment to the Audit Risk and Improvement Committee prior to 30 June 2026.	
	Implementation of Local Government reform initiatives.	Compliance with the time frames contained within the Act and regulations.	
	Workplace Health & Safety Plan	Workplace health and safety plan reviewed and updated by 30 June 2026.	
	Strategic Workforce Plan (SWP)	The SWP is reviewed and adopted by Council by 30 April 2026.	



Shire of Kondinin – 2025-2026 Chief Executive Officer Performance

The Shire of Kondinin Vision			
<i>To have a thriving and sustainable future</i>			
The Shire's Values			
	Respect	Inclusiveness	Fairness and equity
Chief Executive Officer Performance Criteria FY 2025-2026			
Performance Criteria	Activity	Performance Indicator	
Leadership and Planning	Staff performance management system	All staff to have update performance reviews and plans that are aligned with the SWP and SCP as applicable by 30 June 2026.	
	Training and development plan	To be updated and aligned to the SWP, annual budget and long-term financial plan for delivery in the 2026-2027 financial year.	
	Employee Perception Survey	Survey to be conducted in August-September 2025 and March-April 2026 with improvement in workplace rating.	
	Integrated Planning and Reporting	All reporting requirements completed on time and within statutory guidelines for submission. Corporate Business Plan and Strategic Community Plan reviews undertaken and endorsed by Council in accordance with prescribed guidelines.	
Operations Management	Waste Services Strategy	Review and presentation to Council by 30 June 2026.	
	Organisational performance Review	Development of work plans and schedules for Works, Assets and Operations. Development of standard unit estimates.	
	Grant funded roads maintenance and upgrade programming	>75% completion of works and grant acquittals completed by the prescribed date.	
Service Management	Delivery of the 2025-2026 Capital & Operational Project Works program	>75% completion of capital and operational works programs.	
	Service delivery framework	Framework and data collection presented to Council by March 2026.	
Financial Management	Customer Service Charter	Development and presentation of a Shire Customer Service Charter to Council by May 2026.	
	Delivery of the 2025-2026 budget	Delivered with a <10% variance on Annual Budget totals.	



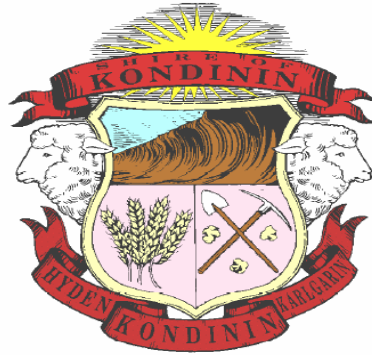
Shire of Kondinin – 2025-2026 Chief Executive Officer Performance

The Shire of Kondinin Vision			
To have a thriving and sustainable future			
The Shire's Values			
Respect Inclusiveness Fairness and equity			
Chief Executive Officer Performance Criteria FY 2025-2026			
Performance Criteria	Activity	Performance Indicator	
	Annual budget 2026-2027	Draft 2026-2027 budget presented to Council by 30 June 2026	
	Reserve Investment Plans	Plans linked to the Long-Term Financial Plan for specified capital projects.	
	Financial Reserve Management	Investments reviewed and presented to Council by 30 May 2026.	
	Financial Sustainability Model	Developed, reviewed and workshopped by Council by 31 May 2026	
	Economic Development Plan	Developed, presented and workshopped by Council by 31 May 2026	
	Annual Report 2024-2025	Adopted by Council and published by 28 February 2026	
Community Development and Stakeholder Relationships Council Reporting	Stakeholder engagement	Monthly update to Council on engagement outcomes	
	Annual Corporate Calendar, Workshop and Councillor briefing schedules	Delivered to Council monthly subject to changing priorities, timeframes and need.	


K. Mouritz
Shire President


Bruce Wright
CEO

9.4.6 RFT 02-2023-2024 “Supply & Cover of Bituminous Products” and supporting correspondence



SHIRE OF KONDININ

REQUEST FOR TENDER

**02- 2023-24 - SUPPLY AND COVER OF BITUMINOUS
PRODUCTS**

Request for Tender
02-2023-24

SUPPLY AND COVER OF
BITUMINOUS PRODUCTS

Deadline

12.00pm TUESDAY
27th OF JUNE 2023

Address for Delivery

SHIRE OF KONDININ
11 GORDON STREET
KONDININ WA 6367

TABLE OF CONTENTS

<u>1</u>	<u>PRINCIPAL'S REQUEST</u>	<u>3</u>
1.1	CONTRACT REQUIREMENTS IN BRIEF	3
1.2	DOCUMENTS	3
1.3	DEFINITIONS	3
1.4	HOW TO PREPARE YOUR QUOTE	4
1.5	CONTACT PERSONS	4
1.6	EVALUATION PROCESS	4
1.7	SELECTION CRITERIA	5
1.8	PRICE BASIS	6
1.9	CONDITIONS OF QUOTATION	7
<u>2</u>	<u>SPECIFICATION AND SPECIAL CONDITIONS OF CONTRACT</u>	<u>10</u>
2.1	SPECIFICATION	10
2.2	SPECIAL CONDITIONS OF CONTRACT	14
<u>3</u>	<u>CONTRACTORS OFFER</u>	<u>17</u>
3.1	OFFER FORM	17
3.2	GENERAL AND CORPORATE INFORMATION	18
3.3	RESPONSE TO SELECTION CRITERIA	20
3.4	PRICE INFORMATION	22

1 PRINCIPAL'S REQUEST

1.1 CONTRACT REQUIREMENTS IN BRIEF

The Shire of Kondinin invites quotes for the supply and lay of bituminous products. This is a whole of works contract.

This contract is for the application of bitumen spray seals and includes:

- Application Design in Conjunction with Council's MOW
- Supply and application of hot sprayed bitumen;
- Precoat and spread of aggregate; (Aggregates supplied By Council)
- Pre and post seal application sweeping;
- Rolling – Minimum 1 x Combo Roller 1 x Multi
- Traffic Control by Council

A full statement of the products and services required under the proposed contract appears in the Specification and Special Conditions of Contract-Part 2.

1.2 DOCUMENTS

This Request for Quotation is comprised of the following parts:

- (a) Part 1-Principal's Request (read and keep this part);
- (b) Part 2-Specification and Special Conditions of Contract (read and keep this part);
and
- (c) Part 3-Supplier's Offer (complete and return this part).

1.3 DEFINITIONS

Below is a summary of some of the important defined terms used in this Request:

Attachments:	The documents you attach as part of your Quote;
Deadline:	The deadline for lodgement of your Quote;
General Conditions of Contract:	Means the General Conditions of Contract nominated in clause 1.9.9;
Offer:	Your offer to be selected to supply the Requirements;
Principal:	Shire of Kondinin
Request:	This document;
Requirements:	The vehicles requested by the Local Government;
Selection Criteria:	The criteria used by the Local Government in evaluating your Quote;
Special Conditions:	The additional contractual terms;
Specification:	The statement of Requirements that the Local Government request you to provide if selected.
Quote:	Your completed Offer form, response to the Selection Criteria and Attachments;
Contractor:	Someone who has or intends to submit an Offer to the Local Government.

1.4 HOW TO PREPARE YOUR QUOTATION

- (a) Carefully read all parts of this document.
- (b) Ensure you understand the Requirements (see clause 2.1).
- (c) Complete the Offer (Part 3) in all respects and attach all your Attachments.
- (D) Make sure you have signed the Offer form and responded to all of the Selection Criteria.
- (e) Lodge your Quote before the Deadline.

1.5 CONTACT PERSONS

Contractors should not rely on any information provided by any person(s) other than those listed below:

Contractual & Specification Enquiries

Name: Mr Mark Burgess

Telephone: (08) 9889 1741

Mobile : 0427 981 812

Email: works@Kondinin.wa.gov.au

1.6 EVALUATION PROCESS

This is a Request for Quotes

Your Quotation will be evaluated using information provided in your Quotes.

The following evaluation methodology will be used in respect of this Request:

- (a) Quotes are checked for completeness and compliance. Quotes that do not contain all information requested (eg completed Offer form and Attachments) may be excluded from evaluation.
- (b) Quotes are assessed against the Selection Criteria. Contract costs are evaluated, e.g. prices and other relevant whole-of life costs are considered.
- (c) the most suitable Contractors may be shortlisted and may also be required to clarify the Quote, make a presentation, demonstrate the product/solution offered and/or open premises for inspection. Referees may also be contacted prior to the selection of the successful Contractor.

A contract may then be awarded to the Contractor, whose Quote is considered the most advantageous quote to the Principal.

1.7 SELECTION CRITERIA

The Principal has adopted a best value for money approach to this Quote.

The Contract will be awarded to a sole Contractor who best demonstrates the ability to provide quality products at a competitive price. The quoted prices will be assessed with the following qualitative and compliance criteria to determine the most advantageous outcome to the Principal.

This means that, although price is considered, the Quotation containing the lowest price will not necessarily be accepted, nor will the Quote ranked the highest on the qualitative criteria.

1.7.1 COMPLIANCE CRITERIA

These criteria will not be point scored. Each Quote will be assessed on a Yes/No basis as to whether the criterion is satisfactorily met. An assessment of “No” against any criterion may eliminate the Quote from consideration.

Description of Compliance Criteria		Yes/No
(a)	Compliance with the Specification contained in the Request.	Yes/No
(b)	Compliance with the Conditions of Quotation this Request.	Yes/No
(c)	Compliance with the Delivery Date.	Yes/No
(d)	Compliance with and completion of the Price Schedule.	Yes/No

1.7.2 QUALITATIVE CRITERIA

In determining the most advantageous Quote, the Evaluation Panel will score each Contractor against the qualitative criteria.

It is essential that Contractors address each qualitative criterion. The Quotes will be used to select the chosen Contractor, and failure to provide the specified information may result in elimination from the Quote evaluation process.

The qualitative criteria for this Request are as follows:

Description of Qualitative Criteria		Weighting
(a)	Demonstrated experience by contractor to meet the requirements as set out in specification.	70%
(b)	Price	20%
(c)	Demonstrated ability and procedures to ensure public and employee safety by way of Occupational Safety and Health, and adherence to the Traffic Management for Roadworks Code of Practice.	10%

1.7.3 PRICE CONSIDERATIONS

The quoted price will be considered along with related factors affecting the total cost to the Principal. E.g. the lifetime operating costs of goods or the Principal's contract management costs may also be considered in assessing the best value for money outcome.

1.8 PRICE BASIS

All prices for vehicles offered under this Request shall be fixed for the term of the Contract.

Quoted prices must include Goods and Services Tax (GST).

Unless otherwise indicated prices quoted shall include delivery and all applicable levies, duties, taxes and charges. Any charge not stated in the Quotation, as being additional will not be allowed as a charge for any transaction under any resultant Contract.

1.9 CONDITIONS OF QUOTING

1.9.1 DELIVERY METHOD

Quotes may be:

- (a) Delivered by hand to the Shire of Kondinin, 11 Gordon Street, Kondinin (by the Contractor or the Contractor's private agent) or;
- (b) Sent through the mail to the Chief Executive Officer, Shire of Kondinin, and PO Box 7, Kondinin WA 6367.
- (c) Email to Mark Burgess Manager of Works works@kondinin.wa.gov.au

1.9.2 LODGEMENT OF QUOTE

The Quote must be lodged by the Deadline. The Deadline for this Request is 12.00pm Tuesday 27th of June 2023.

1.9.3 REJECTION OF QUOTE

A Quote shall be rejected without consideration of its merits in the event that it is not submitted before the Deadline and at the place specified in the Request and may be rejected if it fails to comply with any other requirements of the Request.

1.9.4 LATE QUOTE

Quotes received after the Deadline will not be accepted for evaluation.

1.9.5 ACCEPTANCE OF QUOTE

Unless otherwise stated in this Request, Quotes may be for all or part of the Requirements and may be accepted by the Principal either wholly or in part. The Principal is not bound to accept the lowest Quote and may reject any or all Quotes submitted.

1.9.6 DISCLOSURE OF CONTRACT INFORMATION

Documents and other information relevant to the contract may be disclosed when required by law under the *Freedom of Information Act 1992* or under a Court order.

All Contractors will be given particulars of the successful Quote (s) or advising that no Quote was accepted.

1.9.7 ALTERNATIVE QUOTES

All Alternative Quotes shall be accompanied by a conforming Quotation.

Quotes submitted as Alternative Quotes or made subject to conditions other than the General and Special Conditions of Contract shall in all cases arising be clearly marked "ALTERNATIVE Quote".

The Principal may in its absolute discretion reject any Alternative Quote as invalid.

Any printed "General Conditions of Contract" shown on the reverse of a Contractor's letter or quotation form will not be binding on the Principal in the event of a Contract being awarded unless the Quote is marked as an Alternative Quotation.

1.9.8 QUOTATION VALIDITY PERIOD

All Quotes shall remain valid and open for acceptance for a minimum period of three (3) months from the Deadline or forty-five (45) days from the Council's resolution for determining the Quotation whichever is the later unless extended on mutual agreement between the Principal and the Contractor in writing.

1.9.9 GENERAL CONDITIONS OF CONTRACT

Quotes shall be deemed to have been made on the basis of and to incorporate the General Conditions of Contract for the Supply of Services.

1.9.10 PRECEDENCE OF DOCUMENTS

In the event of there being any conflict or inconsistency between the terms and conditions in this Request and those in the General Conditions of Contract, the terms and conditions appearing in this Request shall have precedence.

1.9.11 CONTRACTOR TO INFORM THEMSELVES

Contractors shall be deemed to have:

- (a) examined the Request and any other information available in writing to Contractors for the purpose of Quotation;
- (b) examined all further information relevant to the risks, contingencies, and other circumstances having an effect on their Quote which is obtainable by the making of reasonable enquires;
- (c) satisfied themselves as to the correctness and sufficiency of their Quotes including Quoted prices which shall be deemed to cover the cost of complying with all the Conditions of Quoting and of all matters and things necessary for the due and proper performance and completion of the work described therein; and
- (d) Acknowledged that the Principal may enter into negotiations with a chosen Contractor. Negotiations shall be carried out in good faith.

1.9.12 ALTERATIONS

The Contractor shall not alter or add to the Request documents unless required by these Conditions of Quotation.

The Principal shall issue an addendum to all Contractors where matters of significance make it necessary to amend the issued Request documents before the Deadline.

1.9.13 RISK ASSESSMENT

The Principal may have access to and give consideration to:

- (a) any risk assessment undertaken by Dun and Bradstreet; or any other credit rating agency; and
- (b) any information produced by the Bank, financial institution, or accountant of a Contractor;

So as to assess that Quotation and may consider such materials as tools in the Quotation assessment process.

1.9.14 OWNERSHIP OF QUOTES

All documents, materials, articles and information submitted by the Contractor as part of or in support of a Quote shall become upon submission the absolute property of the Principal and will not be returned to the Contractor at the conclusion of the Quotation process PROVIDED that the Contractor shall be entitled to retain copyright and other intellectual property rights therein, unless otherwise provided by the Contract.

1.9.15 CANVASSING OF COUNCILLORS

If a Contractor, whether personally or by an agent, canvasses any of the Principal's commissioners or councillors (as the case may be) with a view to influencing the acceptance of any Quote made by it or any other Quote, then regardless of such canvassing having any influence on the acceptance of such Quotation, the Principal may at its discretion omit the Quote from consideration.

1.9.16 IDENTITY OF THE CONTRACTOR

The identity of the Contractor is fundamental to the Principal. The Contractor shall be the person, persons, corporation or corporations named as the Quotation in Part 3 and whose execution appears on the Offer Form in Part 3 of this Request. Upon acceptance of the Quote, the Contractor shall become the Principal Contractor.

1.9.17 QUOTATION OPENING

All Contractors and members of the public may attend or be represented at the opening of Quotes.

All Quotes will be opened in the Principal's offices, following the advertised Deadline. No discussions will be entered into between Contractors and the Principal's officers present or otherwise, concerning the Quotes submitted.

The Quote opening will be held as soon as practicable after the Deadline at the Shire of Kondinin Council Chambers, Gordon Street Kondinin.

2 SPECIFICATION AND SPECIAL CONDITIONS OF CONTRACT

2.1 SPECIFICATION

2.1.1 TECHNICAL SPECIFICATION

This contract is for the application of bitumen spray seals and includes:

- Application Design in conjunction with Council's MOW
- Supply and application of hot sprayed Straight bitumen;
- Precoat and spread of aggregate; (Aggregate supplied By Council)
- Pre and post seal application sweeping;
- Rolling – 1 x Combo Roller 1 x Multi
- Traffic Control by Council

All materials supplied are to conform to Main Roads WA Standard 71-06-135 for bituminous surface treatments.

2.1.2 RATE OF DELIVERY

For quotation purposes seal works are to be estimated at the following application rates:

Class 170 Bitumen's

Surface Type	Binder Application Rate Hot	Aggregate Spread Rate (m ² /m ³)
First Coat – 14mm	1.2	110-120
Second Coat – 7mm	.9	130-140

2.1.3 GENERAL WORKMANSHIP

The Contractor shall ensure that all sprayed bitumen work is undertaken in accordance with current Main Roads WA guidelines and safety standards for Safe Handling of Bituminous Products.

Faulty work is to be attended to immediately as any delay will compromise the standard of the finished product.

The contractor is to avoid unsightly blemishes on new work and existing surfaces, protect structures (kerbs etc) and existing seal works from overspray.

For work done near the end of the day ensure that adequate time is given for rolling and traffic control. On heavily trafficked and tourist roads, the contractor is to avoid working Fridays or the day before public holidays, however not essential

2.1.4 PAVEMENT PREPARATION

Seal

The Principal, prior to seal works being carried out, shall correct all surface defects within these areas.

The contractor is to thoroughly sweep the reseal pavement surfaces. The swept area is to extend at least 300mm outside the sprayed area. Wind direction and strength are to be taken into consideration to avoid swept off material falling onto the work area or new work.

2.1.5 MARKING OUT

All seals shall be marked out at 20m intervals by the Principal (start and finish) and widths confirmed with the contractor.

Any additional marking out is to be at the contractors expense

2.1.6 SEAL DESIGN

To be confirmed between contractor and Council prior to sealing

2.1.7 SPRAYING

Spraying may only commence when the binder has reached the appropriate temperature, ground temperature conditions are conducive, all traffic management is in place and sufficient aggregate is on site (loaded onto spreader trucks).

Binder is to be covered with aggregate within 10 minutes (in air temperatures not exceeding 25⁰ Celsius) or within 15 minutes (in air temperatures exceeding 25⁰ Celsius). This time limit includes all 'wet ends' left for joining purposes.

Hand spraying is to be left to a minimum and care is to be taken by operators not to overspray on fishtails, tight radii and local widenings.

Spray rates are to be recorded and submitted to the Principal with tax invoices for payment purposes on completion of works.

Precoat

All aggregate used on seals is to be pre-coated with distillate pre-coating fluid conforming to and applied in accordance with Main Roads WA Standard 71-06-135.

The aggregate shall be pre-coated at least 24 hours but not more than seven days before its intended use.

For quotation purposes pre-coat shall be estimated at an application rate of precoating agent between 4 - 6 litres/m³.

Aggregate Application

Aggregate is to be spread by way of truck mounted box spreaders controlled either from the cab. Only experienced operators and truck drivers are to be used.

2.1.8 ROLLING

Rolling is to be carried out by pneumatic rubber tyred self-propelled multi-wheel roller.

Rolling is to take place closely behind the aggregate spreaders while the binder is still fluid enough to adhere to the aggregate, and should cover the full width of the sprayed area.

As a general rule 10 passes with a rubber tyred roller is required.

2.1.9 PROTECTION OF WORKS

The Council is responsible to protect the works for the first four hours by way of appropriate traffic control methods. The seal is to be inspected by the Contractor 24 hours after completion and any damage reported to the Principal.

2.1.10 ROAD SAFETY

The Council is to erect temporary signage warning motorists of the presence of loose aggregate on the road for a minimum of three days after completion of the works. On removal of the signage any areas with an accumulation of aggregate are to be swept (i.e. curves and intersections).

2.1.11 FAILURES AND REMEDIES

Any defects noted by the Principal within twelve months of the seal being laid attributable to poor workmanship, the seal design or substandard materials are to be remedied by the Contractor at his expense.

2.1.12 TRAFFIC CONTROL

The Principal is responsible for all traffic control during the laying of seals (please refer to the Special Conditions - Section 2.2.7 Traffic Management).

2.1.13 SCHEDULE OF WORKS

Schedule of works is indicative only and may be subject to change.

Location	Area (m²)	Material Cover	Seal Type	Cover Size (mm) 1st Coat	Cover Size (mm) 2nd Coat
Hyden Norseman Road	111,000	Aggregate	2 coat	14mm	7mm
Lovering Road	28,000	Aggregate	2 coat	14mm	7mm
Total approx	139,000				

2.2 SPECIAL CONDITIONS OF CONTRACT

2.2.1 PERIOD OF CONTRACT AND TERMINATION

The Contract is to be completed on supply of the Requirements.

2.2.2 INSURANCES

The successful Contractor and its subcontractor(s) (if any) will be required to effect and maintain the insurance policies referred to in clause 24 of the General Conditions of Contract for the Provision of Services in the following sums:

- (a) public liability insurance in the sum of at least \$10,000,000 in respect of any one occurrence and for an unlimited number of claims; and
- (b) professional indemnity insurance in the sum of at least \$10,000,000 in respect of any one occurrence and for an unlimited number of claims; and

If applicable, will be required to effect and maintain product liability insurance in the sum of at least \$10,000,000 in respect of any one occurrence and for an unlimited number of claims.

2.2.3 ADMINISTRATIVE REQUIREMENTS

The contractor is required to provide the following during the course of their contractual obligations in terms of these quotes:

Activity	Frequency
Any variations to the contract or additional works to be undertaken	Prior to commencement
Observations of dangerous circumstances that require attention to obviate potential public harm or public liability claims	Immediately
Accidents or related claims of a public liability nature	Immediately
Damage to property or persons as a result of the performance or non performance of the contract service requirements	Immediately
All instances of misbehaviour or illegal activity that contravenes Commonwealth, State or Local laws or that impedes the performance of the contract service or that may result in damage to any Council or community property or misconduct towards the public	Immediately as incident occurs

2.2.4 DRESS CODE

All contractors are to wear appropriate clothing, footwear and any safety equipment as required by the nature of the services provided. **All contractors and their employees are to wear reflective jackets or upper garments at all times** while working outside of plant and vehicles within road reserves.

All appropriate clothing and equipment is to be provided by the contractor.

2.2.5 PLANT, VEHICLES AND EQUIPMENT

The Contractor is to provide, operate and maintain the plant, vehicles and equipment necessary for the proper performance of the required services.

All plant, vehicles and equipment used in the Contract services shall be maintained in

good working order and clean condition to the satisfaction of the Principal.

The Contractor shall ensure that all vehicles and plant operated within the Shire of Kondinin are maintained in roadworthy condition and carry the required licensing and registration as required under the Road Traffic Act at all times.

All plant items and vehicles are to conform to AS1742.3 – 1996 (Manual of uniform Traffic Control Devices) in terms of vehicle mounted warning devices.

The operation of all vehicles, plant and equipment shall be such that it does not cause undue noise, and that minimises atmospheric pollution.

All plant and equipment must be operated with all guards and safety devices in place at all times and with no exception.

The Contractor must ensure that no vehicle is overloaded by carrying or towing loads beyond legal capacity.

Any vehicle plant or item of equipment, which, in the opinion of the Principal, is substandard in regards to the above, shall be required to be promptly removed from the maintenance area.

In all regards, the requirements of the Department of Environment and Water Catchment Protection shall be met.

The Contractor shall ensure that all vehicles, plant and equipment shall not be driven at speeds in excess of those displayed.

All drivers and operators of plant and equipment must have appropriate, current Western Australian or National Vehicle Drivers Licenses.

The Contractor shall ensure that hazard identification, risk assessment and risk control processes have been carried out and documented in relation to all plant and equipment.

2.2.6 QUALITY CONTROL

The Principal shall conduct regular inspections to audit works carried out.

The contractor shall be responsible for ensuring the following outcomes:

- That activities scheduled in the maintenance programme will conform to the specification.
- Resources allocated to the service delivery will enable the specified outcomes.
- That work is carried out with the specified time constraints.

2.2.7 TRAFFIC MANAGEMENT

Any maintenance works on or in the near vicinity of public roads are to be assessed in terms of the Traffic Management for Roadworks - Code of Practice, and the necessary temporary signage erected by suitably qualified operators. In the event of traffic management plans being required for more complex works, the Principal will arrange suitable management approvals and measures.

Contractor's vehicles not directly involved with works are to be parked safely off the road or where possible on lesser-trafficked side roads. The backs of the vehicles where loading ramps are present are to be coned to alert road users.

All temporary signage is to be removed once maintenance activities on or in the vicinity of the road verge is completed.

2.2.8 PUBLIC SAFETY AND OCCUPATIONAL SAFETY AND HEALTH

The contractor shall alert any person within the vicinity of maintenance operations or whose person, pets, stock or property may be at risk of injury or damage. Where appropriate, the contractor may politely ask persons to move a safe distance away from such maintenance operations.

The contractor is to be fully conversant with the Occupational Safety and Health Act 1984 and shall be responsible for maintaining a safe worksite, whilst adequately isolating any hazardous situation.

Public safety must be maintained at all times.

3 CONTRACTORS OFFER

3.1 OFFER FORM

The Chief Executive Officer
SHIRE OF KONDININ
Gordon Street, Kondinin WA 6367

I/We

**(BLOCK
LETTERS):** _____

ADDRESS: _____

ABN/GST Status _____

ACN (if any) _____

Telephone No: _____ Facsimile No: _____

E-mail (if any): _____

**In response to QUOTATION for the SUPPLY AND LAY OF BITUMINOUS
PRODUCTS (INCLUDING AGGREGATE)**

I/We agree that I am/We are bound by, and will comply with this Request and its associated schedules, attachments, all in accordance with the Conditions of Quotation contained in this Request signed and completed.

The quoted price is valid up to thirty (30) calendar days from the date of the quote closing or forty-five (45) days from the Council's resolution for determining the Quote whichever is the later unless extended on mutual agreement between the Principal and the Contractor in writing.

I/We agree that there shall be no cost payable by the Principal towards the preparation or submission of this Quotation irrespective of its outcome.

The quoted consideration is as provided under the schedule of rates of prices in the prescribed format and submitted with this Quotation.

Dated this: _____ day of _____ 20__

Signature of authorised signatory of Contractor: _____

Name of authorised signatory (BLOCK LETTERS): _____

Position: _____

Address: _____

Witness Signature: _____

Name of witness: (BLOCK LETTERS): _____

Position: _____

Address: _____

3.2 GENERAL AND CORPORATE INFORMATION

3.2.1 ORGANISATION PROFILE AND REFEREES

Attach your organisation profile.	Attachment 1 ☐ Tick✓if attached
Attach details of your referees. You should give examples of work provided for your referees where possible.	Attachment 2 ☐ Tick✓if attached

3.2.2 AGENTS

Are you acting as an agent for another party?	Yes ☐ No ☐
If Yes, attach details (including name and address) of your principal.	Attachment 3 ☐ Tick✓if attached

3.2.3 SUB-CONTRACTORS

Do you intend to subcontract any of the Requirements?	Yes ☐ No ☐
If Yes, attach details of the subcontractor(s) including the name, address, location of premise and the number of people employed.	Attachment 4 ☐ Tick✓if attached

3.2.4 QUALITY ASSURANCE

Does your organisation have any quality assurance system?	Yes ☐ No ☐
If you propose to subcontract, does your subcontractor have a “third party” quality management system in place?	Yes ☐ No ☐
Supply evidence or details of your quality assurance position and where relevant of your supplier’s or subcontractor’s position, in an attachment.	Attachment 5 ☐ Tick✓ if attached

3.3 RESPONSE TO SELECTION CRITERIA

3.3.1 COMPLIANCE CRITERIA

Have you complied with the Specification contained in this Request?	Yes ☐
	No ☐
Have you complied with the Conditions of Quotation contained in this Request?	Yes ☐
	No ☐
Have you complied with and completed the price schedule?	Yes ☐
	No ☐

3.3.2 QUALITATIVE CRITERIA

Before answering the qualitative criteria, Contractors shall note the following:

- (a) All information relevant to your answers should be contained within your Quotation to each criterion;
- (b) Contractors shall assume that the Evaluation Panel has **no** previous knowledge of your organisation, its activities or experience;
- (c) Contractors shall provide full details for any claims, statements or examples used to address the qualitative criteria; and
- (d) Contractors shall address each issue outlined within a qualitative criterion.

Demonstrated experience by quotation to meet the requirements as set out in specification: (a) provide details of supplying similar goods and services ;and (b) Demonstrate competency and proven track record of achieving outcomes.	Attachment 6 ☐ Tick✓if attached
A maintenance service best suited to the Principal's requirements that demonstrates a commitment to customer service and a professional corporate image. Supply details of any relevant information additional to corporate profile, references and quality assurance information.	Attachment 7 ☐ Tick✓if attached
Demonstrated ability and procedures to ensure public and employee safety by way of Occupational Safety and Health, and adherence to the Traffic Management for Roadworks Code of Practice. Supply details of relevant operational policies and procedures.	Attachment 8 ☐ Tick✓if attached

3.4 PRICE INFORMATION

Contractors **must** complete clause 3.4.3 “Price Schedule”. Before completing the Price Schedule, Contractors should read the entire Request.

3.4.1 DISCOUNTS

Are you prepared to allow a discount for prompt settlement of accounts?	Yes ☐ No ☐
If you are offering different discounts for different periods, or other discounts such as volume discounts, detail them in an attachment.	Attachment 9 ☐ Tick✓if attached

3.4.2 PRICE BASIS

Are you prepared to offer a fixed price?	Yes ☐ No ☐
--	---

3.4.3 PRICE SCHEDULE

All pricing must include GST.

Item No	Description	Quoted Rate \$/m ²
1	Rate to spray and cover approx. 139,000 m2 straight bitumen with a 14/7mm aggregates Aggregate supplied by Council	

Variation To Application Rate	



Your Ref:

Our Ref:



S
h
i
r
e

o
f

K
o
n
d
i
n
i
n

23 June 2025

Chris Paton
Bitutek
1398 Great Northern Hwy
Upper Swan. WA. 6069

Dear Chris

Re: Extension of RFQ

Chris, the shire of Kondinin has been successful in obtaining further funding on the Hyden Norseman Road which will involve another 17km of seal works.

Given you have been our main supplier over many years now and are member of WALGA preferred supplier and have been supplying Bitumen product and service at a high level we would like to offer a further extension to supply the Shire of Kondinin with its requirements for not only for the Hyden Norseman Road but for the 25/26 budget requirements of Council.

We will however require a revised quotation from you for rates to supply, spray and cover. In the coming weeks I can supply further detail so we can obtain a more accurate cost structure for the budget.

This will obviously be dependent on your acceptance of this proposal

Yours faithfully,

Mark Burgess
Manager of Works
works@kondinin.wa.gov.au

All correspondence to be addressed to the Chief Executive Officer

7th July 2025

Dear Mark,

RE: Extension of Bituminous Surfacing Tender

This letter confirms our recent discussions and mutual interest in extending the current bituminous surfacing tender for a further 12 months.

To maintain transparency, I propose that we use the current rates as benchmark pricing and apply any rise and fall in bitumen price movements to those rates. This approach reflects a straightforward contract extension and continuation of current rates rather than a 'reprice'.

Proposed rates for the 2025/2026 year as follows:

DESCRIPTION	QUANTITY	2024 / 2025 RATE	2025 / 2026 RATE	COMMENT
Two Coat Primerseal using C170 Bitumen @ 2.1 L/m ² (1.3 L/m ² + 0.8 L/m ²) and 14 & 7mm Aggregate	TBA	\$4.30 / m ²	\$4.43 / m ²	Bitumen GMP July 2024 = \$1,355.60 / tonne July 2025 = \$1,415.10 / tonne This shift equates to \$0.06 per litre
OPTION 1 Conventional C170: Seal using C170 Bitumen @ 2.2 L/m ² and 14mm Aggregate	TBA	\$3.99 / m ²	\$4.12 / m ²	
OPTION 2 S45R Crumb Rubber Binder: Seal using S45R Bitumen @ 2.2 L/m ² and 14mm Aggregate	TBA	\$4.70 / m ²	\$4.83 / m ²	
Mobilisation & Demobilisation	1 per visit	\$5,750 / visit	\$5,750 / visit	
Additional Product Used Above Quoted Binder Application Rates		\$1.23 / litre	\$1.29 / litre	C170 Bitumen
Additional Product Used Above Quoted Binder Application Rates		\$1.55 / litre	\$1.61 / litre	S45R Bitumen
Note, the rates are subject to the GMP list price movement of bitumen and the new 'anchor point' for the list price is July 2025 whereby average supplier pricing is \$1,415.10 / tonne				

Any requests for further information or clarifications are welcomed.

Yours Sincerely



Chris Paton
 Operations Manager

9.4.7 2025 Shire of Kondinin Bushfire Brigades Annual General Meeting
Minutes – 19 August 2025



**MINUTES OF THE ANNUAL GENERAL MEETING OF THE KONDININ SHIRE BUSHFIRE BRIGADES HELD AT
THE HYDEN VFES SHED AT 6.10PM TUESDAY 19 AUGUST 2025.**

1. PRESENT

Chairman/CBFCO	Bruce Wright
FCO's/Brigade Members	Tom Mulcahy
	James Falconer
	Tyron Utle
	John Young
	Glenn Browning
	Jeff Whyte
	Trevor Hinck
	Neil Whyte
	Cameron Lucas
	Andrew James
	Roger Northey

2. APOLOGIES

Murray James
Stephen James
Paul Green

3. CONFIRMATION OF MINUTES

Moved: Roger Northey **Seconded:** Tom Mulcahy
That in the absence of a record of the 2024 Annual General Meeting minutes, all outstanding matters are considered as being completed and outstanding actions will be addressed, as required, by this meeting.

Carried.

4. GENERAL BUSINESS

4.1 ELECTION OF OFFICERS

Moved: Roger Northey **Seconded:** Cameron Lucas
Roger Northey moved, and Cameron Lucas seconded that all positions be vacated and that nominations be received for the positions of Chief, Deputy Chief and Fire Weather Officer. The following Officers are recommended to the Shire for appointment:

Chief Fire Bushfire Control Officer – Roger Northey.
Deputy Chief Bushfire Control Fire Officer – Tom Mulchay.
Deputy Chief Bushfire Control Officer – Neil Whyte.
Fire Weather Officer – Bruce Wright

Noting that the Chief role will be later transferred to a Deputy upon successful completion of prerequisite training. This will be the subject of Council approval.

Further, that those in attendance at the meeting reviewed and endorsed the listed Fire Control Officers to be presented to the Shire for endorsement by Council at the next available meeting. The meeting noted that the list may require an amendment following a reconciliation of membership records.

Chief Bush Fire Control Officer		
Roger Northey (West)		
Deputy Chief Fire Control Officer		
Tom Mulcahy		FCO
Deputy Chief Fire Control Officer		
Neil Whyte		FCO
Fire Weather Officer		
Bruce Wright		CEO
Kondinin Town Brigade		
Allan Nelson		FCO
Kondinin Brigade (West)		
Glen Browning		FCO
Kurt Spurgeon		DFCO
Kondinin Brigade (East)		
Neil Whyte		FCO
Geoff Whyte		DFCO
Karlgarin Brigade (North)		
Murray James		FCO
Peter Richter		DFCO
Karlgarin Brigade (South)		
Andrew James		FCO
Craig Soper		DFCO
Hyden Town Brigade		
Ashley Rogers		FCO
Hyden Brigade (North)		
Paul Green		FCO
Jeremy James		DFCO
Hyden Brigade (South)		
Trevor Hinck		FCO
Stephen James		DFCO

East Hyden Brigade (North)

James Falconer
Dennis Gittos

FCO
DFCO

Forrestania Brigade

Forrestania Mine
General Manager (Duncan Sutherland)

Carried.

Dual Bushfire Control Officers**Shire of Corrigin**

Roger Northey
Glenn Browning

Shire of Kulin

Trevor Hinck
Andrew James

Shire of Narembeen

Neil Whyte
Murray James
Paul Green

Shire of Yilgarn

James Falconer

Shire of Lake grace

Tom Mulcahy

Carried.

4.2 TRAINING RECORDS – VOLUNTEERS & FIRE CONTROL OFFICERS

Training registers are under review, and a gap-analysis is being undertaken to identify training requirements. Roger is currently reviewing the records and arrangements will be made to have requisite training delivered as a priority.

Similarly, the historical membership registers will be reviewed and reconciled.

4.3 ADMINISTRATIVE

Extensive discussions relating to the administration and operation of the Harvest Ban – requiring a revised approach to notifications and the management of administration. Multiple thoughts shared on the validity of Whats App, text and 1800 Harvest notification systems. Most attendees agree that a review is required – further investigation is required and pending.

Notification of incident attendees, number and vehicle registration to be text to the office phone.

Discussion on circulating notices and flyers to residents by utilising the Shire mailing list. To be further explored as the system is currently manual and electronic circulation is the preferred methodology.

A discussion relating to the restricted burning period date for the coming fire season is required for recommendation to the Shire. Past periods have extended from 1 November to 14 February. Further clarity is required.

4.4 PERSONAL PROTECTIVE EQUIPMENT

Requests for PPE should be made to the CEO.

4.5 INCIDENT REPORTING

Roger noted that a significant improvement in reporting of incidents must be made, not only for sound operating practice, but to demonstrate the workload of the region's units. An incident report format will be developed as a priority.

Concurrent to incident reporting, a business case will need to be developed for the East Hyden shed. Again, incident reporting lends to demonstrating a need through workload.

The Karlgarin shed is aged and "out of date". Ablutions and wash down areas to be included in future planning.

OTHER GENERAL BUSINESS

James – requested that the naming convention for East Hyden be reversed for ease of records management. Discussed a need for PPE and training requirements.

Roger - for every 400 hectares a firebreak is required, paddocks that are 1000-hectare firebreaks should be cut at boundaries and roadways.

5. CLOSURE

There being no further business the Chairperson thanked the members for their attendance and declared the meeting closed at 7.25pm.