



Office of the Inspector

Email: complaints@lginspector.wa.gov.au

Dear Inspector

NOTICE OF DECISION
COMPLAINTS OF CONDUCT BREACH Nos. 2026-01123, 2026-01162

I refer to the above complaints of conduct breaches received by the Adjudicator's Office on 11 May 2026 alleging breaches of Regulations 17 and 18 of the *Local Government (Model Code of Conduct) Regulations 2021* by Councillor Chontelle Stone.

The Adjudicator has considered the complaints and determined the following outcomes:

Complaint numbers	Regulations	Outcome
2026-01123	17 and 18	One breach of Regulation 18
2026-01162	17 and 18	One breach of Regulation 18

The breach of Regulation 18 identified in each complaint relates to the same underlying incident.

Pursuant to section 8A.18(4) of the *Local Government Act 1995*, the Adjudicator has ordered that Councillor Stone be publicly censured and publicly apologise.

The Adjudicator's Finding Report is *attached* to assist the Inspector in meeting the requirements of section 5.96C (1).

The complainant and the respondent have also been notified of the Adjudicator's decision.

Please advise the Adjudicator's office of any application for review lodged with the State Administrative Tribunal in relation to these decisions.

Should you require any further information, please contact the Adjudicator Support and Research Officer, Department of Local Government, Industry Regulation and Safety.

Yours sincerely

Shannon Wood
Manager Board Governance and Reporting

11 August 2026

Conduct Breach Matters 2026-01123, 2026-01162: Adjudicator Findings and Sanctions Decision Report

Legislation	<i>Local Government Act 1995 (WA) and Local Government (Model Code of Conduct) Regulations 2021 (WA)</i>
Complainant	Ms Joni Gephart - Community member (2026-01123) Mr Marcus Burnett - Community member (2026-01162)
Respondent	Councillor Chontelle Stone
Local Government	City of Cockburn
Responsible Adjudicator	Deputy Adjudicator Lee McIntosh
Finding	No breach of <i>Local Government (Model Code of Conduct) Regulations 2021 (WA)</i> Schedule 1, Rule 17 One breach of <i>Local Government (Model Code of Conduct) Regulations 2021 (WA)</i> Schedule 1, Rule 18
Date Finding Made	15 July 2026
Sanction Decision	Rule 18 breach: Public censure and public apology
Date Sanction Decision Made	10 August 2026
Date of Delivery	11 August 2026

Executive summary of findings

1. This is a matter concerning 2 complaints; 1 made by Mr Marcus Burnett (community member) and 1 made by Joni Gephart (community member) against Councillor Chontelle Stone.
2. The **Gephart Complaint 2026-01123** was made to the Local Government Inspector (**Inspector**) on 13 January and formalised on 26 February 2026. The **Burnett Complaint 2026-01162** was made to the Inspector on 24 March 2026.
3. The Complainants have made allegations that a range of the Respondent's actions over a period of months in 2024 – 2025 constitute several conduct breaches of the *Local Government (Model Code of Conduct) Regulations 2021* (WA) sch 1 rules 17 and 18.
4. The Complaints which have been referred to me by the Inspector for adjudication are:

Alleged conduct breach	Allegations
Model Code of Conduct Rule 17 Using local government property or services without authorisation	(I): On <u>31 January 2025</u> the Respondent used her local government email to respond to a cease and desist notice which had been emailed to her local government email address by the Burnett Complainant (Gephart Complaint 2026-01123, Burnett Complaint 2026-01162) (II): From <u>May 2025</u> , the Respondent used a local government insurance policy to obtain legal representation in respect of a misconduct restraining order for personal matters, including representation in the Fremantle Magistrates Court in July 2025, without authorisation (Gephart Complaint 2026-01123, Burnett Complaint 2026-01162)
Model Code of Conduct Rule 18 Making improper use of her office to cause advantage to herself and/or detriment to the Complainant	(III): On <u>26 January 2025</u> , the Respondent used her position as the chairperson of the City Bush Fire Reference Group to provide negative information about the Burnett Complainant to a uniformed officer of the South Coogee Bush Fire Brigade who was attending an event in an official capacity. The information was relayed to the Captain and First Lieutenant of the Brigade, and then to the Community Engagement and Support Manager, and caused detriment to the Complainant. (Gephart Complaint 2026-01123, Burnett Complaint 2026-01162) (IV): On <u>10 April 2025</u> , the Respondent caused negative information about the Burnett Complainant to

	be anonymously posted on his workplace website (Burnett Complaint 2026-01162) (V): From <u>May 2025</u> the Respondent used a local government insurance policy to obtain legal representation in respect of a misconduct restraining order, including representation in the Fremantle Magistrates Court in July 2025, which was of benefit to her and not a proper use of her office. (Gephart Complaint 2026-01123, Burnett Complaint 2026-01162)
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Rule 17 breaches

5. In respect of Rule 17 Model Code of Conduct:

- (a) Allegation I – the Respondent’s use of a City email service to reply to the Burnett Complainant’s email (serving a notice to cease and desist) to her on that email service - I do not find there is a breach of Rule 17.

The Respondent was authorised to use the City email service for official purposes, and at the time of sending the email, the Burnett Complainant was alleging the Respondent’s behaviour towards him was (in material ways) conducted in her official capacity.

I consider the content of the email from the Respondent was unprofessional and likely inconsistent with the Respondent’s role under the *Local Government Act 1995* (WA) (**LGA**) to facilitate and maintain good working relationships with other councillors. However this does not make sending the email an improper use of the email service itself.

- (b) Allegation II – use of a local government insurance policy to obtain legal representation in respect of a misconduct restraining order (**MRO**) - I do not find there is a breach of Rule 17.

The City, the City’s insurer and the Burnett Complainant all considered that the Respondent’s actions in relation to the Complainant were (in a material way) performed in her official capacity. The City held insurance to cover councillors in the course of their official functions and duties, and there were at least two checks and balances which assessed and authorised cover for the Respondent before she was able to access it.

Rule 18 breaches

6. In respect of Rule 18 Model Code of Conduct:

- (a) Allegation III - the Respondent using her position as the chairperson of the City Bush Fire Reference Group to provide negative information about the Burnett

Complainant to a uniformed officer of the South Coogee Bush Fire Brigade at an event where the officer was attending in official capacity, which caused the Burnett Complaint a detriment - I find there is a breach of Rule 18.

I find it more likely than not the Respondent was using her office when she discussed Complainant Burnett with the brigade officer, and I note the brigade officer and his superiors considered the Respondent to be acting in an official capacity. I find there was intended to be detriment to Complainant Burnett by the Respondent's actions.

The Respondent's office did not include any authorisation for her to discuss concerns about Complainant Burnett with the brigade members, and if she had concerns about Complainant Burnett, she should have raised with them with City management staff so they could be dealt with through proper channels and with appropriate procedural fairness.

- (b) Allegation IV - the Respondent caused negative information about Complainant Burnett to be anonymously posted on his workplace website - I find no breach of Rule 18.

There is no evidence that the Respondent made the anonymous posts and there is no evidence that the Respondent used her office to do so.

- (c) Allegation V - use of a local government insurance policy to obtain legal representation in respect of an MRO - I do not find there is a breach of Rule 18, for largely the same reasons as I did not find there to be a breach of Rule 17 for Allegation II.

Proposed sanction

- 7. I provided the Respondent with a reasonable opportunity to make submissions on the sanction which I proposed for the breach of Rule 18.¹.
- 8. The Respondent submitted there should be no sanction because any detriment suffered by the Burnett Complainant arose from his own conduct. She also submitted there should be no sanction in relation to the South Coogee Bush Fire Brigade as they had not made a complaint, or that any sanction in relation to the Brigade should be a public censure only.
- 9. I find the Respondent has not demonstrated appropriate insight into how her behaviour affected the Brigade, despite having a copy of the Brigade's correspondence about this, nor has she demonstrated appropriate insight about why her behaviour was an improper use of her office.
- 10. I order the Respondent be subject to a public censure at the next City meeting in terms that include:

¹ s 8A.18 (2) LGA
Adjudicator Findings Report

- (a) A complaint was made about her behaviour on 26 January 2025 in approaching a uniformed member of the South Coogee Bush Fire Brigade who was attending a City event in official capacity.
 - (b) Her behaviour included making negative comments about the Burnett Complainant, causing him detriment.
 - (c) The behaviour was in the course of her official capacity, and was an improper use of her office as any concerns she had about the Burnett Complainant should have been dealt with through the City staff contacting the South Coogee Bush Fire Brigade using proper processes.
 - (d) Her behaviour caused sufficient concern from the Brigade officials that the Captain recorded it in official correspondence.
 - (e) Her behaviour caused the Brigade to expend time and effort in dealing with the direct consequences of her behaviour.
11. The Respondent should also make a public apology to the South Coogee Bush Fire Brigade at the next City meeting, in similar terms to the censure.

Reasons for decision

Introduction

1. This is a matter concerning 2 complaints: 1 made by Mr Marcus Burnett (community member) and the other made by Joni Gephart (community member), both against Councillor Chontelle Stone (together the **Complaints**).
2. The Complaints were made to the Local Government Inspector (**Inspector**) on 13 January and formalised on 26 February 2026 (**Gephart Complaint** 2026-01123), and on 24 March 2026 (**Burnett Complaint** 01162).
3. The Inspector undertook a preliminary assessment of the Complaints and determined that:
 - (a) the allegations fell within the Inspector's jurisdiction;²
 - (b) the Complaints met the statutory requirements for a breach Complaint under the *Local Government Act 1995* (WA) (**LGA**);³ and
 - (c) the matter related to conduct that could constitute a conduct breach.⁴
4. On 11 May 2026, the Inspector referred the Complaints to the Principal Adjudicator pursuant to section 8A.13(1)(a) of the LGA, and after the Respondent was given an opportunity to make submissions about the Complaints, the Complaints were allocated to me on 4 June 2026.

The Complaints

5. The Complaints arise from the Complainants' allegations about the Respondent's actions over a period of months from September 2024 to July 2025, which they allege constitute several conduct breaches.
6. The allegations which are within the jurisdiction I am able to adjudicate on concern the Respondent's actions in table 1 (**Allegations**).
7. For the purposes of my adjudication I have categorised the Allegations as being relevant to the conduct breach rule which appears most likely to be in issue. I have not taken an approach which relied on the Complainant ticking a particular box on their Complaint form to allege a particular conduct rule, consistent with my duty to act with as little formality as the requirements of this LGA and a proper consideration of the matters before me permit.⁵

² Part 8A LGA

³ 8A.1. LGA

⁴ 8A.3 LGA

⁵ s 8B.30 LGA

8. I note the Inspector referred the Complaints to me for adjudication about rules 17 and 18 without specifying which rule he considered applied to which conduct or Allegation.⁶

Table 1 - Allegations

Alleged conduct breach	Allegations
Model Code of Conduct Rule 17 Using local government property or services without authorisation	(I): On <u>31 January 2025</u> the Respondent used her local government email to respond to a cease and desist notice which had been emailed to her local government email address by the Burnett Complainant (Gephart Complaint 2026-01123, Burnett Complaint 2026-01162) (II): From <u>May 2025</u>, the Respondent used a local government insurance policy to obtain legal representation in respect of a misconduct restraining order for personal matters, including representation in the Fremantle Magistrates Court, without authorisation (Gephart Complaint 2026-01123, Burnett Complaint 2026-01162)
Model Code of Conduct Rule 18 Making improper use of her office to cause advantage to herself and/or detriment to the Complainant	(III): On <u>26 January 2025</u>, the Respondent used her position as the chairperson of the City Bush Fire Reference Group to provide negative information about the Burnett Complainant to a uniformed officer of the South Coogee Bush Fire Brigade who was attending an event in an official capacity. The information was relayed to the Captain and First Lieutenant of the Brigade, and then to the Community Engagement and Support Manager, and caused detriment to the Burnett Complainant. (Gephart Complaint 2026-01123, Burnett Complaint 2026-01162) (IV): On <u>10 April 2025</u>, the Respondent caused negative information about the Burnett Complainant to be anonymously posted on his workplace website (Burnett Complaint 2026-01162) (V): From <u>May 2025</u> the Respondent used a local government insurance policy to obtain legal representation in respect of a misconduct restraining order, including representation in the Fremantle Magistrates Court, which was of benefit to her and not a proper use of her office. (Gephart Complaint 2026-01123, Burnett Complaint 2026-01162)

⁶ Local Government Inspector Pre-Assessment Report 16 (2026-01123) and 26 March 26 (2026 – 01162)
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9. Other allegations made by Marcus Burnett in Complaint 2026 – 01162 concern:
- (a) private matters the subject of a cease and desist notice and misconduct restraining order;
 - (b) matters which occurred more than twelve months before the Complaints were lodged;⁷ and
 - (c) a personal confrontation in April 2025.
10. These allegations were not referred to me by the Inspector for adjudication and I have no jurisdiction to adjudicate them.
11. Under s8.A9 of the *Local Government Act 1995* (WA), the Inspector must decline to accept conduct breach complaints if the conduct the subject of the complaint, occurred more than 12 months before receipt of the complaint.
12. The Burnett Complaint was received by the Inspector in March 2026, which is more than 12 months after the conduct on 26 or 31 January 2025. I therefore find I do not have the jurisdiction to decide the Burnett Complaint about conduct in respect of Allegations I and III.
13. The Gephart Complaint in respect of Allegations I and III was however first received by the Inspector on 13 January 2026, so I have jurisdiction to adjudicate these Allegations in any event.

Legislative background and jurisdiction of this adjudication

14. The Inspector may receive many different types of complaints under the LGA. However, only certain types of complaints may be referred to the Principal Adjudicator for determination.
15. Relevantly in this case, the Inspector may refer a complaint to the Principal Adjudicator if the Inspector decides that a breach complaint alleges a conduct breach.⁸
16. A conduct breach is defined in the Act as follows:

- (1) A Council member commits a **conduct breach** if the member —
 - (a) contravenes a rule of conduct; or

⁷ I have no jurisdiction to adjudicate matters which were not subject to a complaint within twelve months:
s8A.9 LGA

⁸ s 8A.13(1) LGA

- (b) contravenes a local law made under this Act, contravention of which the regulations specify to be a conduct breach.⁹

Model Code of Conduct

17. Section 5.102A of the LGA defines rule of conduct to mean ‘a provision of the model code that is specified in the model code to be a rule of conduct.’ The phrase model code is defined in the same section to mean ‘the model code of conduct prescribed for the purposes of section 5.103(1)’.
18. The model code prescribed for the purposes of section 5.103(1) of the LGA is in Schedule 1 of the *Local Government (Model Code of Conduct) Regulations 2021* (WA) and is the Model Code of Conduct.
19. The rules that are specified to be “rules of conduct” which I am required to adjudicate on are set out in Division 4 of the Model Code of Conduct.

Model Code of Conduct assumed to be Local Government Code of Conduct

20. A local government must adopt a code of conduct that incorporates the Model Code of Conduct.¹⁰ While some additions are permitted, a local government is not permitted to ‘include in the adopted code of conduct provisions in addition to the...rules of conduct.’¹¹ The Model Code of Conduct is taken to be the local government’s adopted code of conduct until the local government adopts a code of conduct.¹²
21. The City of Cockburn has adopted a Code of Conduct, referred to as the *Code of Conduct for Council Members, Committee Members & Candidates*.¹³ However, that code of conduct was adopted in March 2026, so it does not apply to conduct the subject of the Complaints from January to July 2025. I do not have access to a copy of the adopted code of conduct that was in force at the time of the Complaints.
22. However, as the Model Code of Conduct must be incorporated into a local government’s adopted code of conduct and no amendments are permitted to the rules of conduct¹⁴, it is safe for me to proceed on the basis that the rules of conduct that were in force in the City of Cockburn in January to July 2025 were in the same terms as those found in the Model Code of Conduct.

⁹ s 8A.3. LGA

¹⁰ s 5.104(1). LGA

¹¹ s 5.104(4). LGA

¹² s 5.104(5). LGA

¹³ ECM_10310611_v3_Code of Conduct for Council Members, Committee Members and Candidates - March 2026

¹⁴ LGA s 5.104(4).

No local law breach alleged

23. For the purpose of section 8A.3 of the LGA, regulation 4 of the *Local Government (Local Government Inspector) Regulations 2025* (WA) prescribes that the contravention of a local law as to conduct is also a conduct breach.
24. The term 'local law as to conduct' means a local law relating to the conduct of people at council or committee meetings.¹⁵ It is not alleged that Respondent breached any local law as to conduct.

Adjudication does not deal with behavioural breaches

25. My adjudication jurisdiction is limited to the Complaints referred to me by the Inspector under section 8A.13(1)(a) of the LGA. Accordingly, I cannot adjudicate on Allegations of behavioural breaches all other matters, even if they arise in the course of my deliberations.

The Complaints process and procedural fairness

26. The Complaints were assessed by the Inspector, who determined that the Allegations could constitute a conduct breach of Model Code of Conduct Rules 17 and 18.¹⁶ I take this to mean the Inspector decided the Complaints were a breach complaint¹⁷ which alleged conduct breach, consistent with the Inspector's referral powers under section 8A.13(1)(a) of the LGA.
27. Before I make a finding, the Respondent must have had with a reasonable opportunity to make submissions on whether or not a conduct breach occurred.¹⁸
28. On 11 May 2026 the Principal Adjudicator sent an invitation to the Respondent to provide her with an opportunity to respond to each of the Complaints.
29. The Respondent provided responses to both of the Complaints on 29 May 2026.
30. I note that in respect of some material in the Complaints, the Respondent raised that the Complaints were not sufficiently particularised for her to make comment on.¹⁹ I therefore considered whether the Allegations were clear enough for the Respondent to provide meaningful submissions and supporting information on. In my view the Respondent's submissions disclosed an adequate awareness of the Complaints and their particulars, and she provided useful information in response.
31. It is the responsibility of both the Complainant and Respondent to provide me with all information they wish me to consider.

¹⁵ *Local Government (Local Government Inspector) Regulations 2025* r 4

¹⁶ Local Government Inspector Pre-Assessment Report 16 March 2026 (Gephart complaint 2026-01123), 26 March 2026 (Burnett complaint 2026-01162)

¹⁷ as defined under LGA s 8A.1.1.

¹⁸ s 8A.18 (1) LGA

¹⁹ attachment 1 to the Respondent's submission to complaint 2026- 01123

32. In addition, as neither the Complainant nor Respondent had access to this information, I requested the Inspector obtain details from the City about the coverage and applicability of these City's insurance policy cover as it related to providing the Respondent with legal advice and representation in respect of the misconduct restraining order (MRO) from May 2025. I received a response from the City dated 9 July 2026.
33. In dealing with the Complaints I am required act with as little formality as the requirements of this LGA and a proper consideration of the matters before me permit.²⁰
34. I consider I now have adequate information to make findings (and consider sanctions) in respect of the Complaints.

Overarching principles and standard of proof to determine a conduct breach

35. In making findings on a conduct breach and proposing sanctions, I must have regard to:²¹
- (a) the provision of good government by local governments; and
 - (b) the public interest.
36. I must not make a finding of a conduct breach unless I am satisfied that all of the relevant elements are established on the balance of probabilities. I must be satisfied, based on the evidence available to me, that it is more likely than not that the alleged conduct occurred.²²
37. I must find that every element of a relevant Model Code of Conduct rule of conduct is established before I find a breach.
38. I have determined the Complaints on the basis of the evidence before me provided by the Inspector, the Complainant, and the Respondent.

Model Code of Conduct Rule 17

39. Rule 17 of the code of conduct provides:
- 17. Misuse of local government resources
 - (1) In this clause resources of a local government includes —
 - (a) local government property; and

²⁰ s 8B.30 LGA

²¹ s 8A.17 LGA

²² s 8A.18 (10) LGA

(b) services provided, or paid for, by a local government.

- (2) A council member must not, directly or indirectly, use the resources of a local government for an electoral purpose or other purpose unless authorised under the Act, or by the local government or the CEO, to use the resources for that purpose.

40. The relevant elements of rule 17, in this case, are:

- the resource used was a “local government resource”;
- the Respondent directly or indirectly used the local government’s resource for a purpose; and
- the purpose was not authorised under the LGA or by the City or the City’s CEO.

The Allegations

41. The Allegations which are relevant to a breach of Rule 17 are:

- I On 31 January 2025 the Respondent used her local government email service to respond to a notice of cease and desist which had been emailed to her local government email address by Complainant Burnett; and
- II From May 2025 the Respondent used a local government insurance policy to obtain legal advice and representation in respect of a misconduct restraining order (MRO), including representation in the Fremantle Magistrates Court in July 2025, without authorisation.

The resource was a local government resource

42. The term ‘resource’ is not defined in the Model Code of Conduct or in the LGA. However, the term ‘local government property’ means “anything, whether land or not, that belongs to, or is vested in, or under the care, control or management of, the local government”.²³
43. In respect of Allegation I, the Respondent used the email service of the City of Cockburn. The email service is City property supported by City Services. I find there has been use of local government resources in respect of Allegation I.
44. In respect of Allegation II, the Respondent used the City of Cockburn Management Liability insurance policy. The Respondent has confirmed this²⁴, it has been noted in City meeting minutes,²⁵ and the City has confirmed it too, including confirming the City was required to and did pay a deductible of \$5,000 under the insurance policy. I find there has been a use of local government resources in respect of Allegation II.

²³ s 1.4 LGA

²⁴ Respondent submissions page 3 (2026-01123), page 2 (2026-01162)

²⁵ [ECM 12388544 v2 Ordinary Council Meeting - Minutes - 8 July 2025](#) page 16

The Respondent used the local government resource

45. In respect of Allegation I, find the Respondent used a local government resource in sending an email to the Burnett Complainant on 31 January 2025.
46. In respect of Allegation II, I find the Respondent used a local government resource in receiving legal advice and representation provided under the City of Cockburn Management Liability insurance policy from May 2025.

Allegation 1: the use of email was authorised by the CEO

47. The LGA does not specifically authorise the use of email services and there was no Council specific resolution I have been made aware of supporting the Respondent's use of the email service.
48. Taking into account usual practice and common knowledge however, I find it more likely than not that the City's CEO²⁶ provided the email service to the Respondent, who was the Deputy Mayor and an elected member for Central Ward of the City of Cockburn, for use in her official capacity.
49. The Respondent's use of her email on 31 January 2025 was in direct response to Complainant Burnett emailing her a notice of cease and desist, to that same email address, earlier that same day.
50. As at 31 January 2025 the Burnett Complainant had made Complaints to the City that the Respondent was acting, in her official capacity, improperly against him.²⁷ The notice to cease and desist itself refers to the Respondent in her capacity as a councillor for the City, and asserts that her statements caused damage not only to personal relationships but also to professional relationships and reputation.
51. The Respondent was authorised to use the City email service for City purposes, and at the time of sending the email, the Burnett Complainant was alleging the Respondent's behaviour towards him was (in material ways) conducted in her capacity as a councillor and Deputy Mayor. I find it more likely than not the Respondent had reason to consider the notice to cease and desist email sent to her City email address by the Burnett Complainant was sent to her in her official capacity.
52. Sending a reply from her City email was an appropriate response and within the scope of her official role, and so it is more likely than not that it was an authorised use of the City email service.
53. I should say that I consider the *content*²⁸ of the email from the Respondent was unprofessional and potentially inconsistent with the Respondent's role under the LGA to facilitate and maintain good working relationships with other councillors.²⁹ However

²⁶ Under s 5.41 LGA (b) and (c) the CEO manages the provision of services, administration and operations

²⁷ Emails from the Complainant to the City 20 January and 26 January 2025

²⁸ The content of the email which the respondent sent was: "*Hi Marcus. What's the matter? - can't you pay for an actual lawyer? Because I can. Have a great weekend champ. Chon x*"

²⁹ s 2.10 (d) LGA

this does not, by itself, make using the City email service an unauthorised use of the email service.

Allegation II: the use of the insurance was authorised

54. In respect of the Allegation II, the Complainant's allegation is:

From September 2024 to July 2025, my family and I have been subjected to personal attacks from Cr Chontelle Stone. Repeated reporting to the City of Cockburn has and had fallen on deaf ears, with a written response from Legal Counsel Jamie Blanchard stating it was the City's view that this was deemed a civil matter. However as I undertook the legal proceedings at court to obtain an MRO under the instruction of the police, the City reversed their decision without warning or cause and afforded Cr Stone legal representation, going against their original position and I believe this is a misuse of LG funds.

55. On 18 February 2025 the City Manager, Legal and Compliance, emailed the Burnett Complainant after they had together discussed interactions of the Burnett Complainant and Respondent. The email states it is apparent there *are a number of facets* to the Burnett Complainant's interactions with the Respondent and that *at least some of the interactions* between them seem to be of a purely personal nature.
56. The email concluded that *at that stage* the City was unable to identify any conduct that clearly fell within the role of an elected member, and that the situation was more akin to a personal dispute or a robust interchange between candidates.
57. On 29 April 2025 the Respondent was served with a Misconduct Restraining Order (**MRO**) Application by the Burnett Complainant, at her home.
58. I requested through the Office of the Inspector information from the City about whether, and the extent to which, the City of Cockburn's insurance policy covered the Respondent in relation to the MRO.
59. On 9 July 2026 in response to my request, the City confirmed that the Burnett Complainant made a complaint to the City arising from an interaction between the Complainant and the Respondent in January 2025. The City considered the interaction was in the course of the Respondent acting in her role as Deputy Mayor at that time.
60. The City also confirmed:
- (a) The City holds a standard Local Government Insurance Scheme Policy which includes a Management Liability Policy through Chubb Australia.
 - (b) Holding a Management Liability Policy provides protection for Elected Members in circumstances where legal action is taken against them arising from their official role.
 - (c) The City of Cockburn Access to Legal Services for Elected Members and Employees Policy provides that the City will not provide financial assistance to

an elected member in relation to personal matters outside the scope of their role as an elected member or employee.³⁰

- (d) Councillors make a written application requesting legal services, and the decision whether to provide them is then made by the Executive Governance and strategy in consultation with the CEO and Mayor.
- (e) In assessing an application the Executive Governance and Strategy is to have regard to whether the claim is an insured risk and must be first referred to the City's insurer.
- (f) Although the City's insurance is an LGIS Policy, coverage is a decision made by Chubb Australia.
- (g) The circumstances of the Respondent's MRO and her application for legal services was forwarded to Chubb Australia. Coverage was extended to Cr Stone and a lawyer was appointed to represent Cr Stone in accordance with the Management Liability Policy.
- (h) On 6 June 2025, the City's General Counsel wrote to all elected members informing them Cr Stone had accessed the LGIS Policy. Part of the reason for this was the City is required to pay a deductible of \$5,000 in relation to each instance the Management Liability Policy extends coverage. The City has since paid the \$5,000 deductible.
- (i) The City of Cockburn Access to Legal Services for Elected Members and Employees Policy accords with the Department of Local Government's Operational Guideline on Legal Representation for Council Members and Employees.
- (j) An elected member will be required to repay any cost for legal services where the City determines on legal advice that the elected member has not acted reasonably or in good faith.

61. I find it more likely than not that when the City reviewed the MRO which was received by the Respondent on 28 April 2025, it formed the view it was in material respects related to the Respondent's behaviour in her official capacity. Although the MRO does not mention the Respondent in her official capacity, it refers to the same time period and behaviours of the Respondent that the Burnett Complainant had previously told the City he considered were in her official capacity.

62. I find it more likely than not that the coverage decision by Chubb Australia formed the same view as the City.

63. I do not have information before me that the City advised the Complainants that in May 2025, once it received the MRO and a request for legal services, it reviewed and revised its view from 18 February 2025 (that is, that *at that stage* it was unable to identify any conduct that clearly falls within the role of an elected member). This appears to have been a source of confusion for the Complainants and a cause of their

³⁰ City of Cockburn Access to Legal Services for Elected Members and Employees Policy page 2
Adjudicator Findings Report

Complaints. The City did not have any obligation to advise the Complainants of its revised position, but I note that doing so would have been helpful context for and assurance to the Complainants about the thoroughness of the City's actions.

64. For the reasons set out at paragraphs 97-98 below, I consider there was an evidentiary basis for the City and Chubb Australia to assess that at least some of the Respondent's conduct leading to the MRO occurred in her official capacity, particularly her conduct on 26 January 2025. This includes the fact that the Respondent has not denied that her actions on that date occurred in her official capacity: see paragraphs 83-85 and 98 below
65. The City and insurer assessment of the entitlement to insurance for legal coverage acted as checks and balances on the Respondents' application to use the policy, and resulted in it being more likely than not that her use of the policy being authorised.
66. For the reasons above I find the Respondent's use of the City of Cockburn's insurance policy was authorised.

Conclusion

67. The elements required to find a breach of rule 17 of the Model Code of Conduct have not been met in respect of Allegation I and I find there has not been a breach of rule 17.
68. The elements required to find a breach of rule 17 of the Model Code of Conduct have not been met in respect of Allegation II and I find there has not been a breach of rule 17.

Model Code of Conduct Rule 18

69. Rule 18 of the Model Code of Conduct provides:

18. Securing personal advantage or disadvantaging others

- (1) A Council member must not make improper use of their office —
 - (a) to gain, directly or indirectly, an advantage for the Council member or any other person; or
 - (b) to cause detriment to the local government or any other person.
- (2) Subclause (1) does not apply to conduct that contravenes section 5.93 of the Act or *The Criminal Code* section 83.

No contravention of section 5.93 of the LGA or Criminal Code section 83

70. There is no evidence before me to suggest that the subject matter of the Complaints involved a contravention of either section 5.93 of the LGA (disclosure of confidential information) or section 83 of *The Criminal Code* (corruption).

71. Accordingly, I find that I have jurisdiction to determine the allegations of breach of Rule 18 of the Model Code of Conduct.
72. I note my finding does not decide the matter of whether 5.93 of the LGA or section 83 of *The Criminal Code* apply and the relevant decisions under those laws are not fettered by my findings here.

Allegations III, IV and V

73. The Allegations which are relevant to a breach of Rule 18 are:

- III On 26 January 2025, the Respondent used her position as the chairperson of the City of Cockburn Bush Fire Reference Group to provide negative information about Complainant Burnett to a uniformed officer of the bushfire brigade who was attending a City event in an official capacity. The information was relayed to the Captain and First Lieutenant of the brigade, and then to the Community Engagement and Support Manager.
- IV On 10 April 2025, the Respondent caused negative information about Complainant Burnett to be anonymously posted on his workplace website.
- V From May 2025 the Respondent used a local government insurance policy to obtain legal advice and representation in respect of a misconduct restraining order, including representation in the Fremantle Magistrates Court, which was of benefit to her and not a proper use of her office.

Rule 18 – elements

74. For a person to be found in breach of Rule 18 of the Model Code of Conduct, I must be satisfied of the following elements:³¹
- (a) the person was a Council member at the time of the alleged conduct;
 - (b) the person made use of their office;
 - (c) such use of the person's office was improper; and
 - (d) such use was to:
 - (i) gain an advantage for the person or any other person; or
 - (ii) cause a detriment to the local government or any other person.

The Respondent was a Council member at the time of the Complaints

75. The Inspector's preliminary assessment has informed me that the Respondent was last elected to Council in 2025 with a term expiring in October 2029 and was a Council

³¹ *Shannon and Local Government Standards Panel* [2025] WASAT 120 at [48]
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member at the time the Complaints were made.³² I am satisfied the Respondent was a Council member at the time of the Complaints.

The Respondent did not make use of her office for the purpose of Allegation IV

76. In respect of the Allegation IV about conduct on 10 April 2025 to send an anonymous message to Complainant Burnett's employer's website referring them to statements made by a Complainant Burnett on various social media pages, no evidence has been provided to me that the Respondent was the source of this anonymous message.
77. The Burnett Complaint states that there were correlations between the content of the message and comments made online by the Respondent on 6 April 2025. The Complaint has not been able to provide the online comments as they were taken off line.
78. The only evidence before me of the alleged conduct emails between the Burnett Complainant and his employer. None of these reference the Respondent or disclose any connection to her.
79. Without any connection of the 10 April 2025 conduct to either the Respondent, the Respondent's use of local government property or services, or the Respondents' use of her office, I do not have any evidence on which to find she made the statement.
80. I therefore cannot be satisfied she made the statement in Allegation IV in the course of the use of her office.

The Respondent did make use of her office for the purpose of Allegations III and V

81. In respect of Allegation III, that the Respondent used her office to provide negative information to the South Coogee Bushfire Brigade about Mr. Burnett, I find it more likely than not this was a use of her office.
82. The management and senior leadership of the South Coogee Volunteer Bushfire Brigade considered the Respondent's actions to be a use of her office due to her professional involvement with the Brigade. The Captain of the Brigade recorded the Respondent's actions in formal correspondence.³³ The Captain's correspondence records that

Due to Ms Stone's professional involvement with the brigade, leadership determined the situation warranted escalation to the CESM (Community Engagement and Support Manager) for further review.

83. The Respondent did not deny her communication with the brigade officer was a use of her office or assert her communication was in a personal capacity,³⁴ though she does deny she used her position to disadvantage Complainant Burnett.

³² Local Government Inspector Pre-Assessment Report 16 and 26 March 2026, Section 3.1

³³ Dated 6 May 2025

³⁴ Respondent submission, page 3 (2026-1123) and 2 (2026-01162)

84. The Respondent refers to her communication as she was *speaking to the 2nd Lieutenant of the South Coogee Bushfire Brigade*, which is consistent with the communication being in an official capacity.³⁵
85. In any event, it would be difficult for the Respondent to (and she did not attempt to) maintain that her communication with the brigade officer was not in the use of her office. This is because she accessed the City's insurance to obtain access to legal services in relation to her conduct (which conduct the City confirmed occurred in January 2025), and those legal services are only provided to her in relation to acts in discharging official functions and duties.
86. In respect of Allegation V, that the Respondent used her office to access legal resources through a City insurance policy, the Respondent has confirmed she did so.³⁶
87. The City has also confirmed the City of Cockburn's Management Liability insurance policy covered the Respondent by virtue of her office with the City³⁷ and it has been noted in City meeting minutes.³⁸

Allegation III: The Respondent's use of her office was improper

Legal principles relevant to determination of whether a use is improper

88. In *Treby v Local Government Standards Panel (No 2)*³⁹, Deputy President Pritchard considered the meaning of 'improper use of the person's office'.⁴⁰
- (a) *First, impropriety consists in a breach of the standards of conduct that would be expected of a person in the position of the [Councillor] by reasonable persons with knowledge of the duties, powers and authority of his position as a Councillor and the circumstances of the case.*
 - (b) *Secondly, impropriety does not depend on a Councillor's consciousness of impropriety. It is to be judged objectively and does not involve an element of intent.*
 - (c) *Thirdly, impropriety may arise in a number of ways. It may consist of an abuse of power, that is, if a Councillor uses his or her position in a way that is inconsistent with the discharge of the duties arising from that office or employment. Alternatively, impropriety will arise from the doing of an act which a Councillor knows or ought to know that he has no authority to do.*
 - (d) *Fourthly, in the case of impropriety arising from an abuse of power, a Councillor's alleged knowledge or means of knowledge of the circumstances in which the*

³⁵ Respondent submission attachment 1 (2026-01162), paragraph 70-72

³⁶ Respondent submission, page 3 (2026-1123) and 3 (2026-01162)

³⁷ City of Cockburn CEO letter to Inspector dated 9 July 2026

³⁸ [ECM 12388544 v2 Ordinary Council Meeting - Minutes - 8 July 2025](#) page 16

³⁹ *Treby v Local Government Standards Panel (No 2)* [2010] WASAT 81 [29]- [33]

⁴⁰ The decision was about reg 7 of the now repealed *Local Government (Rules of Conduct) Regulations 2007* (WA). The wording of former reg 7 is in almost identical terms to the Model Code of Conduct Rule 18.

power is exercised and his purpose or intention in exercising the power will be important factors in determining whether the power has been abused.

- (e) *Fifthly, a Councillor's use of his or her office can be improper even though it is for the purpose or with the intention of benefiting the Council.*

89. In *Hipkins and Local Government Standards Panel*⁴¹ Senior Member McNab set out the principles in *Treby v Local Government Standards Panel* and then also considered *Victoria in Robbins v Harness Racing Board*⁴² which considered the term 'improper' at 646:

The word 'improper' is more difficult to define and must depend upon the context in which the expression is used. For behaviour to be improper it must be such that a right-thinking person would regard the conduct as so wrongful and inappropriate in the circumstances that it calls for the imposition of a penalty.

90. Senior Member McNab also observed the meaning of "improper" must be considered in the context of the LGA and any regulations, rules and standards that apply to a Councillor's role and conduct, and the circumstances and context of the case.⁴³ I have considered the context of the LGA and the role of the Deputy Mayor in particular, as well as the circumstances of the case.

The obligations of the Respondent under the LGA

91. The role of a Councillor under the LGA includes to:

- (a) represents the interests of the electors, ratepayers and residents of the district and takes account of the interests of other persons who work in, or visit, the district;⁴⁴
- (b) facilitates communication with the community about council decisions;⁴⁵
- (c) facilitates and maintains good working relationships with other councillors, the mayor and the CEO;⁴⁶
- (d) maintains and develops the requisite skills to effectively perform their role;⁴⁷
- (e) have regard to the need to support an organisational culture for the local government that promotes the respectful and fair treatment of the local government's employees;⁴⁸ and

⁴¹ [2014] WASAT 48, paragraph 9

⁴² [1984] VR 641

⁴³ *Hipkins and Local Government Standards Panel* [2014] WASAT 48, paragraph 10.

⁴⁴ S 2.10 (1) (a) LGA

⁴⁵ S 2.10 (1) (c) LGA

⁴⁶ S 2.10 (d) LGA

⁴⁷ S 2.10 (f) LGA

⁴⁸ S 2.7 (5), through the operation of S2.10 (e)

- (f) participates in the deliberation and decision-making of the local government at council and committee meetings.⁴⁹

92. The Respondent was also the Deputy Mayor. The Deputy Mayor has additional functions under 2.9 of the LGA. These include to perform the function of the mayor⁵⁰ if the office falls vacant.⁵¹ In that situation the Respondent would have the additional duties of:

- (a) presiding at meetings of the Council, ensuring that meetings are orderly and held in accordance with the LGA;⁵²
- (b) providing leadership and guidance to the Council;⁵³ and
- (c) promoting, facilitating and supporting positive and constructive working relationships among Council members.⁵⁴

93. The Respondent's role does not include administrative functions such as management of staff or volunteers or dealing with behavioural complaints about them, and Model Code of Conduct Rule 19 is in fact a prohibition against Council members undertaking a task that contributes to the administration of local government.

94. Section 2.73 of the LGA which applies to the Respondent⁵⁵ provides

For the purpose of ensuring proper governance of the local government's affairs, the council must have regard to the following principles —

- (a) the council's governing role is separate from the CEO's executive role as described in section 5.41;
- (b) it is important that the council respects that separation.

95. The CEO of the City is responsible for managing the local government's administration and operations, consistent with S5.41 of the LGA. This includes managing the provision of services and facilities that the council has determined the local government is to provide in the district⁵⁶ and determining procedures and systems for managing the local government's administration and operations.⁵⁷

96. The Terms of Reference for the Cockburn Bush Fire Advisory Committee state that elected members who are appointed to that committee are there for support and that their role is not to drive the group or to influence outcomes of the group.⁵⁸

Provision of negative information to South Coogee Volunteer Bushfire Brigade

⁴⁹ S 2.10 (b) LGA

⁵⁰ S 2.9 LGA

⁵¹ S 2.34 LGA

⁵² S 2.8 (c) LGA

⁵³ S 2.8 (a) LGA

⁵⁴ S 2.8 (d) LGA

⁵⁵ through the operation of s 2.10 (e) LGA

⁵⁶ s 5.41 (2) (b) LGA

⁵⁷ s. 5.41 (2) (c) (ii) LGA

⁵⁸ Local Government Inspector Pre-Assessment Report 2026-01123 page 2

97. The captain of the South Coogee Volunteer Bushfire Brigade confirmed in writing on 6 May 2025 that:
- (a) the Respondent was the chair of the City Bush Fire Reference Group;
 - (b) on 26 January 2025 the Respondent approached an on-duty member of the South Coogee Volunteer Bushfire Brigade who was performing community engagement activities in uniform and provided them with negative information about Complainant Burnett;
 - (c) the member reported the conversation to the Captain of the bushfire brigade;
 - (d) Complainant Burnett was asked to and did attend a meeting with the Captain and the First Lieutenant to discuss the information in detail; and
 - (e) due to the Respondent's professional involvement with the brigade, brigade leadership determined the situation warranted escalation to the Community Engagement and Support Manager for further review.
98. The Respondent submitted she was speaking to the second lieutenant of the South Coogee Bushfire Brigade about general matters. After a confrontation with the Complainant, she mentioned to the second lieutenant she had received a private message from the Complainant, which she found to be threatening. She told the second lieutenant she intended to continue ignoring the behaviour of the Complainant as it was politically motivated and designed to derail her mayoral electoral campaign.⁵⁹

Provision of negative information to the on duty officer was an improper use of Respondent's office

99. I find the Respondent providing information about Complainant Burnett to the on-duty member of the brigade when she was the Chair of the Bushfire Reference Group Respondent's was an improper use of her office as a councillor and Deputy Mayor because:
- (a) To the extent that any negative information about Mr Burnett was relevant to his role on the bushfire brigade, this was a matter for council administration and the CEO to deal with through appropriate channels and with appropriate procedural fairness. It is not part of the role of any individual councillor or a Deputy Mayor to deal with performance issues of employees or volunteers;
 - (b) It was not consistent with the Terms of Reference for the Cockburn Bush Fire Advisory Committee, that elected members who are appointed to that committee are there for support and that their role is not to drive the group or to influence outcomes of the group;
 - (c) The passing of negative information about Mr. Burnett in a way that could have caused him consequences was not consistent with having regard to the need for organisational culture for the local government that promotes the respectful and

⁵⁹ Respondent submission to Complaint 2026-01162, attachment one para 71.
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fair treatment of the local government's employees (which I consider in this context would include volunteers); and

- (d) It was not consistent with Respondent's role as Deputy Mayor, which would mean in the event of the Mayor not being available the Respondent would need to provide leadership and guidance to the Council.

- 100. I find it more likely than not the Respondent's behaviour breaches the standards of conduct expected of a person in the position of Deputy Mayor and Chair of the Bushfire Reference Group. Her actions were inconsistent with the discharge of her duties arising from those offices and she had no authority to take the action she did.
- 101. The Respondent's consciousness of impropriety at the time is not relevant. Neither is her intent at the time. Since that time, the Respondent has not demonstrated insight into how her behaviour affected the Brigade or its staff or volunteers, despite having a copy of the Brigade's correspondence of 6 May 2025.
- 102. The Respondent's conduct resulted in the involvement of at least two senior management of the bushfire brigade as well as the Community Engagement and Support Manager. It also sufficiently concerned the captain of the brigade that formal correspondence about the respondent's conduct was entered into. Regardless of the Respondent's views about Complainant Burnett, her conduct was inappropriate in the circumstances of her official roles, and given the impacts it had on the brigade, calls for the imposition of a penalty.
- 103. For the reasons above I find the Respondent's conduct was an improper use of the Respondent's office.

Allegation V: accessing the Council's insurance was not an improper use of her office

- 104. For the reasons in paragraphs 54 - 66 above I find the Respondent's accessing of the council's insurance for legal advice and representation in relation to the MRO was not an improper use of her office.
- 105. Her actions in accessing insurance were not a breach of conduct standards or an abuse of power in a way that makes it more likely than not that her actions were an improper use of her office.

Allegation III: the Respondent's improper use of her office caused detriment to a person

- 106. Consistent with the previous Standards Panel's decisions, which I see no reason to depart from in this case, the term "detriment" means loss, damage or injury. It is construed widely and includes financial and non-financial loss and adverse treatment, such as humiliation, denigration, intimidation, harassment, discrimination and

disadvantage. Put another way, the word 'detriment' is loss or damage done or caused to, or sustained by, any person or thing.⁶⁰

107. If detriment is not plain on its face then while it is not necessary to find detriment was actually suffered, an intent to cause such detriment must be established.⁶¹
108. The level of detriment suffered by the Burnett Complainant is to be judged according to the same level as detriment to any other person. The fact that the Burnett Complainant was running against the Respondent in local elections, or that there had been a long running dispute between them, does not increase the level of detriment which the Complainant needs to have been seen to have suffered or be intended to suffer.⁶²
109. In this case the Respondent's behaviour was intended to denigrate Complainant Burnett; it was aimed at and intended to convey what the Respondent considered was his poor behaviour.
110. Her comments were plainly capable of causing detriment in the sense of diminishing the reputation of the Burnett Complainant and causing others to think less favourably of him.⁶³
111. I find it more likely than not the Respondent's improper use of her office caused detriment to the Burnett Complainant.

Conclusion

112. For the reasons above I find there has been a breach by the Respondent of Rule 18, in respect of the Allegations III.
113. For the reasons above I find there has not been a breach by the Respondent of Rule 18, in respect of the Allegations IV.
114. For the reasons above I find there has not been a breach by the Respondent of Rule 18, in respect of the Allegation V.

⁶⁰ *Treby and Local Government Standards Panel* [2010] WASAT 81 at 94: Shorter Oxford English Dictionary.

⁶¹ *Treby and Local Government Standards Panel* [2010] WASAT 81 at 96

⁶² *Treby and Local Government Standards Panel* [2010] WASAT 81 at 101

⁶³ *Treby and Local Government Standards Panel* [2010] WASAT 81 at 106



Motivations of Complainant

115. The Respondent notes that⁶⁴ there has clearly been an ongoing personal and political dispute between Complainant Burnett and herself, and that dispute is not the issue before the Adjudicator.
116. The Respondent also referred to the Burnett Complaint as being vexatious in nature and not directed toward genuine allegations of breach.⁶⁵
117. To the extent that I have not dealt with these matters above, these matters are not relevant to my decision and I make no comment about them.

Proposed sanction

Procedural Fairness

118. I must deal with the conduct breaches I have found by either ordering no sanction be imposed or ordering the Respondent have one of the sanctions set out in the LGA.⁶⁶
119. Before I order a sanction, I must provide the Respondent with a reasonable opportunity to make submissions on it⁶⁷.
120. The Respondent was provided with an opportunity to make submissions on the sanctions I proposed, submissions on other sanctions, and to make submissions that there should be no sanction.

Types of sanction

121. The types of sanction which I am I am required to consider to deal with conduct breaches are:⁶⁸
- (a) ordering that no sanction be imposed; or
 - (b) ordering that the Respondent —
 - (i) be publicly censured as specified in the order; or
 - (ii) apologise publicly as specified in the order; or

⁶⁴ Respondent submission to Complaint 2026-01162 page 4

⁶⁵ Respondent submission to Complaint 2026-01123 attachment 1

⁶⁶ 8A.18 (4) LGA

⁶⁷ 8A.18 (2) LGA

⁶⁸ 8A. 18 (4) LGA

- (iii) undertake counselling as specified in the order; or
 - (iv) undertake training as specified in the order; or
 - (v) is not entitled to be paid, in respect of a period of not more than 3 months specified in the order, the fees and allowances which the person would otherwise be entitled to be paid under Part 5 Division 8 in respect of the specified period; or
 - (vi) is not entitled to attend a meeting of a committee of a council for a period of not more than 3 months specified in the order; or
 - (vii) is suspended for a period of not more than 3 months specified in the order;
- (c) ordering 2 or more of the sanctions described in paragraph (b)(i) to (vii).

Guidance on type of sanction

122. Guidance as to the factors which I may consider in determining the appropriate penalty to impose include, but are not limited to, the following:

- (a) the nature and seriousness of the breaches;
- (b) the councillor's motivation for the contravention;
- (c) whether or not the councillor has shown any insight and remorse into his/her conduct;
- (d) whether the councillor has breached the Act knowingly or carelessly;
- (e) the councillor's disciplinary history;
- (f) likelihood or not of the councillor committing further breaches of the Act;
- (g) personal circumstances at the time of conduct, and of imposing the sanction;
- (h) need to protect the public through general deterrence and maintain public confidence in local government; and
- (i) any other matters which may be regarded as aggravating conduct or mitigating its seriousness.⁶⁹

123. These were relevant to the Local Government Standards Panel decisions on sanctions and I find no reason to depart from them in this case.

⁶⁹ *Chief Executive Officer, Department of Local Government and Communities and Scaffidi* [2017] WASAT 67 (S), summarized in the Local Government Standards Panel Decision on penalty for Complaint number 2024-0515

Proposed sanction for Rule 18 breach

124. The Respondent submitted there should be no sanction because any detriment suffered by the Burnett Complainant arose from his own conduct. She also submitted there should be no sanction in relation to the South Coogee Bush Fire Brigade as they had not made a complaint, or that any sanction in relation to the Brigade should be a public censure only.
125. Due to the nature of the conduct I have made findings about in respect of the breach of Rule 18 in paragraphs 101 – 102 above, I consider a sanction should be issued in relation to the rule 18 conduct breach.
126. I consider this is consistent with the general principles which I must apply concerning the provision of good government by local governments and the public interest.⁷⁰
127. I do not consider it appropriate to impose no sanction in relation, as this would indicate that it was so minor that no penalty is warranted.⁷¹
128. I order the Respondent be subject to a public censure at the next City meeting in terms that include:
- (a) A Complaint was made about her behaviour on 26 January 2025 in approaching a uniformed member of the South Coogee Bush Fire Brigade who was attending a City event in an official capacity.
 - (b) Her behaviour included making negative comments about the Burnett Complainant, causing him detriment.
 - (c) The behaviour was in the course of her official capacity, and was an improper use of her office as any concerns she had about the Burnett Complainant should have been dealt with through the City staff contacting the South Coogee Bush Fire Brigade using proper processes.
 - (d) Her behaviour caused sufficient concern from the Brigade officials that the Captain recorded it in official correspondence.
 - (e) Her behaviour caused the Brigade to expend time and effort in dealing with the direct consequences of her behaviour.
129. I also order the Respondent make a public apology to the South Coogee Bush Fire Brigade at the next City meeting, in similar terms to the censure.
130. The Respondent does not appear to date to have any insight into the impact of her actions on the Brigade, including noting in her submissions to the Burnett Complaint

⁷⁰ s 8A.17 LGA

⁷¹ A breach of conflict disclosure obligations are a serious matter: *Corr and Local Government Standards Panel* [2014] WASAT 86 at [35]

that “I have no knowledge of any actions the brigade took following this incident.”⁷² despite having a copy of the Brigade’s correspondence of 6 May 2025.

131. A censure is a public statement of disapprobation of a councillor’s conduct,⁷³ and is a significant sanction. Consistent with previous sanction decisions of the Local Government Standards Panel, this is an appropriate penalty in this case to send a message to the community and other councillors, that the Respondent’s conduct was improper and that the conduct was deserving of a serious penalty.⁷⁴
132. The personal nature of an apology, and the admission by the individual of wrongdoing which an apology entails, means it is also a significant sanction.⁷⁵ Consistent with previous sanction decisions of the Local Government Standards Panel it is a suitable and appropriate penalty when a councillor’s conduct adversely affects particular individuals and/or does not meet the standards other councillors seek to uphold.⁷⁶
133. I do not consider there should be an apology from the Respondent to the Complainant. In all of the circumstances of the Respondent and Complainant’s dealings with each other, I consider an apology might serve to encourage a culture of complaints to the Inspector, which is not in the interest of the City, the public interest or consistent with the objects of the LGA to result in more efficient and effective local government.
134. I do not consider that the Respondent should pay the City’s costs of this adjudication, as only one of the five allegations has been found to be a breach. I also consider an order that the Respondent pay the city’s costs would have the same likely negative consequences as in paragraph 133.⁷⁷

⁷² Respondent’s submission (2026-01162) attachment 1 para 72

⁷³ *Treby and Local Government Standards Panel* [2010] WASAT 81 [127]

⁷⁴ Local Government Standards Panel sanction determination 2024-0352

⁷⁵ *Treby and Local Government Standards Panel* [2010] WASAT 81 [127]

⁷⁶ Local Government Standards Panel sanction determination 2024-0352

⁷⁷ s 8A.19 (2)

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