



AGENDA

Ordinary Council Meeting

18 November 2025

NOTICE OF MEETING

Notice is hereby given that an Ordinary Council Meeting will be held in the Council Chambers at the Gingin Administration Centre on 18 November 2025 commencing at 3:00 pm.

Scott Wildgoose
CHIEF EXECUTIVE OFFICER

DISCLAIMER

Members of the public are advised that Council agendas, recommendations, minutes and resolutions are subject to confirmation by Council and therefore, prior to relying on them, one should refer to the subsequent meeting of Council with respect to their accuracy.

No responsibility whatsoever is implied or accepted by the Shire of Gingin for any act, omission or statement or intimation occurring during Council meetings or during formal/informal conversations with staff.

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

ACKNOWLEDGEMENT OF COUNTRY



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

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ORDER OF BUSINESS

1 DECLARATION OF OPENING

2 RECORD OF ATTENDANCE, APOLOGIES AND LEAVE OF ABSENCE

2.1 ATTENDANCE

2.2 APOLOGIES

2.3 LEAVE OF ABSENCE

Nil

3 ALLOCATION OF COUNCILLOR SEATING

At the Ordinary Council Meeting (OCM) on 21 October 2025, Council resolved to defer consideration of this matter until the next OCM on 18 November 2025.

Clause 7.1 of the Shire of Gingin Meeting Procedures Local Law 2014 states as follows:

- (1) *Seating arrangements for members at council meetings are to be determined -*
 - a. *at the first council meeting after each ordinary election day -*
 - i. *by member consensus; or*
 - ii. *in the absence of member consensus, by the CEO allotting, by random draw, a position at the Council table to each member; and*
 - b. *at any time, by a council resolution.*
- (2) *During a council meeting, a member must sit only in the seat allocated to him or her under subclause (1).*

Once seating positions have been determined, Councillors will continue to occupy the same position at all meetings of Council until such time as there is a call by a majority of Councillors for a re-allotment of positions, or until the next local government election.

OFFICER RECOMMENDATION

That Council resolve to accept the current seating arrangements for this meeting and on an ongoing basis.

4 DISCLOSURES OF INTEREST

5 PUBLIC QUESTION TIME

5.1 RESPONSES TO PUBLIC QUESTIONS PREVIOUSLY TAKEN ON NOTICE

Nil

5.2 PUBLIC QUESTIONS

6 PUBLIC STATEMENT TIME

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

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

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

OFFICER RECOMMENDATION

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

7 PETITIONS

8 APPLICATIONS FOR LEAVE OF ABSENCE

9 CONFIRMATION OF MINUTES

OFFICER RECOMMENDATION

That Council confirm the Minutes of the Ordinary Council Meeting held on 21 October 2025 as a true and accurate record.

10 ANNOUNCEMENTS BY THE PRESIDING MEMBER

11 UNRESOLVED BUSINESS FROM PREVIOUS MEETINGS

Nil

12 QUESTIONS BY MEMBERS OF WHICH DUE NOTICE HAS BEEN GIVEN

Nil

13 REPORTS - OFFICE OF THE CEO

13.1 WORK HEALTH AND SAFETY POLICY

File	WHS/1
Author	Kristina Perrin - HR Support Officer
Reporting Officer	Scott Wildgoose - Chief Executive Officer
Refer	Nil
Appendices	1. Work Health and Safety Council Policy [13.1.1 - 2 pages]

DISCLOSURES OF INTEREST

PURPOSE

The purpose of this report is to present Council with a new Council Policy for adoption.

BACKGROUND

In March 2022 the *Work Health and Safety Act 2020* (WA) was implemented along with the *Work Health and Safety Regulations 2022* (WA).

Section 27 Duty of officers places a proactive, non-delegable duty on an “officer” of a Person Conducting a Business or Undertaking (PCBU) to exercise due diligence to ensure the PCBU complies with its Work Health and Safety (WHS) duties.

Key parts of the duty include ensuring the PCBU:

- has and uses appropriate resources and processes; and
- implements processes for complying with its WHS obligations.

Even though section 4A of the Act states that elected Councillors aren’t considered “officers” under the Act, the Council itself still has accountability as the governing body of the PCBU. Councillors, while not officers, are required to follow the same rules as other workers at the workplace under section 29 - basically, they need to take care of their own safety, not put others at risk, and follow reasonable instructions from the Council about health and safety.

COMMENT

This policy (**see appendices**) is to establish Council’s commitment as the governing body of the organisation to supporting the CEO on providing and maintaining a safe and healthy workplace for all employees, contractors, volunteers, and visitors. This policy outlines Council’s commitment towards relevant WHS legislation and provides a set of principles for supporting the CEO in managing risks, promoting a positive safety culture, and ensuring continuous improvement in health and safety practices across all Shire operations and facilities.

RISK IMPLICATIONS

Even though elected Councillors of a local government aren't treated as "officers" under the Work Health and Safety Act 2020 (WA) (since section 4A excludes them in their capacity as Councillors) – the organisation (i.e., the Shire as a PCBU) can still face serious implications if it breaches its WHS duties.

STATUTORY/LOCAL LAW IMPLICATIONS

Work Health and Safety Act 2020

Part 1 Preliminary

Division 3 Interpretation

s. 4A Meaning of officer

Part 2 Health and safety duties

Division 4 Duty of officers, workers and other persons

s. 27 Duties of officers

s. 29 Duties of other persons at the workplace

The main statutory/law implications under the *Work Health and Safety Act 2020* (WA) are:

- A PCBU must ensure, as far as reasonably practicable, the health and safety of workers and others.
- Senior officers must exercise due diligence by ensuring the PCBU has adequate resources, processes and systems for health and safety.
- If the duty is breached and someone dies, the offence of "industrial manslaughter" can apply – up to 20 years' jail for individuals and \$10 million corporate fines in WA.
- Insurance cannot cover fines imposed under this Act.

POLICY IMPLICATIONS

This is a new policy for Council, establishing a formal set of principles at Council level for managing work health and safety across all operations. The policy sets out Council's commitment and overarching support under relevant WHS legislation.

BUDGET IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2024-2034

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

VOTING REQUIREMENTS - SIMPLE MAJORITY

OFFICER RECOMMENDATION

That Council resolve to adopt the Work Health and Safety Policy as attached to the officer's report.



COUNCIL POLICY

WORK HEALTH AND SAFETY POLICY

OBJECTIVE

For Council to state its commitment towards providing and maintaining a safe work environment and to assist the Chief Executive Officer (CEO) in meeting obligations under the Work Health and Safety Act 2020 (WA).

DEFINITIONS

Worker – includes employees, workers, volunteers, contractors and visitors.

Council – Refers to the elected body of a local government established under the Local Government Act 1995 (WA), responsible for providing leadership, governance, and strategic direction for the local government area.

SCOPE

This policy applies to all workers engaged with the Shire of Gingin.

STATEMENT

The Shire of Gingin Council asserts its support for the provision of a safe work environment for all workers as required under the *Work Health and Safety Act 2020 (WA)*. Pursuant to section 2.7 (5) of the *Local Government Act 1995 (WA)*, Council acknowledges and supports an organisational culture of respect, fairness and safety.

Council supports the CEO in the provision and maintenance of a safe and healthy work environment in its workplaces in accordance with legislative obligations. Council supports the CEO with the implementation of the below Work Health and Safety principles:

- Safe systems of work are implemented, risk management is integrated into daily operations, and a physically and psychologically safe working environments are maintained.
- Adequate resources are provided to address Work Health Safety (WHS) issues in a timely manner.
- Compliance with WHS legislation, regulations, codes of practice, guidance notes, and relevant industry standards is maintained.
- A respectful and inclusive culture is promoted, where workers are treated with dignity and professionalism.
- Workplace risks, including bullying, harassment, discrimination, and unsafe work practices, are prevented and addressed.
- Open communication, mental health awareness, and access to appropriate support systems are encouraged.

COUNCIL POLICY

Workers must cooperate with work health and safety actions taken to maintain a safe and healthy work environment. In addition, Workers must take reasonable care of their own work health and safety and not adversely affect others in the workplace by their actions or inactions.

Leadership sets an example by upholding these principles and driving a safe work culture across all levels of governance and management.

This commitment is fundamental to the effectiveness of the Shire of Gingin Work Health and Safety Framework and reflects the broader organisational values of wellbeing, inclusion, and accountability.

Legislation

Work Health and Safety Act 2020 (WA)
Work Health and Safety (General) Regulations 2022 (WA)
Workers' Compensation and Injury Management Act 1981 (WA)
Local Government Act 1995 (WA)

Other relevant Procedures / Key Documents

Shire of Gingin Work Health & Safety Framework

GOVERNANCE REFERENCES

Statutory Compliance	<i>Work Health and Safety Act 2020</i> <i>Work Health and Safety (General) Regulations 2022</i>
Industry Compliance	<i>Health and Safety Codes of Practice</i> <i>Guidance Notes and Australian Standards</i>
Organisational Compliance	<i>Shire of Gingin WHS Framework</i>

POLICY ADMINISTRATION

Review Cycle	Yearly	Next Review	2026
Department	Department of the CEO		

Version	Decision Reference	Synopsis
1.	22 August 2025	DRAFT

13.2 BUSH FIRE ADVISORY COMMITTEE TERMS OF REFERENCE

File	EMS/22
Author	Caitlin Skewes – Administrative Support Officer
Reporting Officer	Scott Wildgoose - Chief Executive Officer
Refer	Nil
Appendices	1. Proposed Bush Fire Advisory Committee TOR [13.2.2 - 3 pages]

DISCLOSURES OF INTEREST

PURPOSE

To review the Terms of Reference (TOR) for the Bush Fire Advisory Committee (BFAC).

BACKGROUND

Council last undertook a review of the TOR for the BFAC in August 2021. Changes have been proposed to update department titles and better reflect how BFAC currently operates in practice.

COMMENT

The TOR have been reviewed by Administration and the BFAC. A copy of the TOR showing the proposed amendments are provided for Council's information (**see Appendix**). Comments in relation to each change are as follows:

1. Role / Purpose

- a. Amended to better reflect how the BFAC currently operates in practice.

2. Aims & Functions

- a. Removed cl. 1 to align with current procedure for Fire Control Officer (FCO) appointment.
- b. Cl. 2 reworded to new cl. 3, to better outline scope of responsibilities.
- c. Cl. 3 reworded to new cl. 1 and cl. 2, which better clarifies this function.
- d. Added cl. 4, 5 and 6.

3. Membership

- a. Cl. 1 Updated voting and non-voting members. Removed President and changed to “Council nominated representative”. Added Fire Control Officers to voting. Added Bush Fire Risk Mitigation Coordinator to non-voting. Amended “Department of Parks and Wildlife” to “Department of Biodiversity, Conservation and Attractions (Parks and Wildlife Service). Amended “Department of Agriculture and Food” to “Department of Primary Industries and Regional Development”.
- b. Amended cl. 3a to be consistent with other changes – replaced “Council representative” with “Council nominated representative” and added “Fire Control Officer”.
- c. Amended cl. 4, replaced “appointed” with “nominated” to align with previous wording.
- d. Removed “re-appointed” from cl. 5

4. Operating Procedures

- a. Amended cl. 1a to clarify election process for Presiding Member.

This amendment is proposed to recognise that s.67(2) of the *Bush Fires Act 1957* specifies that whilst the membership of a BFAC must include a Councillor nominated by the local government for that purpose, the election of the BFAC Chairperson should be undertaken by the BFAC itself.

- b. Replaced “President” with “Council’s nominated representative” in cl. 1b.
- c. Amended cl. 2b to reduce minimum meeting requirement to two meetings per year as many operational and funding decisions no longer require Council endorsement due to the role of Emergency Services Levy (ESL) funding.
- d. Replaced the following section of cl. 2d “within 7 working days of the Committee meeting” with “as soon as is practicable after the meeting”.
- e. Added cl. 2f to outline voting process in meetings.
- f. Moved cl. 4b to cl. 1g.
- g. Removed cl. 4, as clauses are addressed in cl. 2d and cl. 2g.

5. Delegated Authority

- a. Amended cl. 1 to clarify expenditure of monies
- b. Added cl. 2.

The former BFAC meetings (March & September) will be replaced with Executive Leadership Operational Meetings which will focus on:

- Reviewing outcomes from the previous season
- Identifying lessons learned
- Discussing operational improvements and strategic planning

RISK IMPLICATIONS

Nil

STATUTORY/LOCAL LAW IMPLICATIONS

Bush Fires Act 1954

Part V – Miscellaneous

Section 67 – Advisory committees

Local Government Act 1995

Part 5 – Administration

Subdivision 2 – Committees and their meetings

Section 8.8 – Establishment of committees

POLICY IMPLICATIONS

Nil

BUDGET IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2024-2034

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

VOTING REQUIREMENTS - SIMPLE MAJORITY

OFFICER RECOMMENDATION

That Council adopt the amended Bush Fire Advisory Committee Terms of Reference as appended to this report.



TERMS OF REFERENCE

BUSH FIRE ADVISORY COMMITTEE

November 2025

Name:	Bush Fire Advisory Committee
Role/Purpose:	To advise and make recommendations to Council on matters related to effective bush fire risk management. To advise Council on matters that relate to Bush Fire Brigade operations, achievements and development.
Aims & Functions:	1. Provide advice and make recommendations to Council related to fire prevention, preparedness, response and recovery. 2. Provide reports on bushfire mitigation achievements and recommendations. 3. Provide support and guidance to the Shire of Gingin Bush Fire Brigades and assist those Bush Fire Brigades to fulfill their objectives. 4. Promotes cooperation and coordination between the Shire's Bush Fire brigades and stakeholders. 5. Provide updates on projects, policies, events and any other issues related to the Shire's bush fire service. 6. Performs any other function assigned to the Committee under the Bush Fires Act 1954 or associated Regulations
Membership:	1. The Committee shall consist of the following representation: <u>Voting</u> • Council's nominated representative or Council's nominated deputy representative; • Community Emergency Services Manager/Chief Bush Fire Control Officer; • Deputy Chief Bush Fire Control Officers; and • Volunteer Bush Fire Brigade Captains or delegate • Volunteer Bush Fire Control Officers <u>Non-Voting</u> • Bush Fire Risk Mitigation Coordinator • One representative - Department of Fire and Emergency Services; • One representative – Department of Biodiversity, Conservation and Attractions (Parks and Wildlife Service); • One representative – Department of Primary Industries and Regional Development; • One representative – Gingin Volunteer Fire and Rescue Service; and • One representative – Lancelin Volunteer Fire and Rescue Service. 2. In the event that a Brigade Captain is unable to attend a meeting, then the Brigade shall be represented by its 1st Lieutenant. 3. Voting members cannot hold two positions on the Committee.

	a. If a Council nominated representative also holds the position of Deputy Chief Bush Fire Control Officer, Fire Control Officer or Brigade Captain then they must attend meetings in their capacity as a representative of the Shire of Gingin. b. If a Brigade Captain is appointed to another voting position on the Committee, then the Brigade's 1st Lieutenant shall represent the Brigade. 4. Council appointed membership shall be for a period of up to two years terminating on the day of the next ordinary Council elections 5. Committee membership shall be appointed, re-appointed or removed by the Council. 6. Members must comply with the Shire's Code of Conduct for Council Members, Committee Members and Candidates. 7. The Committee has authority to second individuals from outside of the Committee, on a voluntary basis, for their expert advice.
Operating procedures:	1. Presiding Member: a) The Committee acknowledge and elect that the Council's nominated representative or Council's nominated deputy representative will fill the position of Presiding Member at all meetings. b) In the absence of both the Council's nominated representative and Council's nominated deputy representative, the Community Emergency Services Manager/Chief Bush Fire Control Officer will assume the Chair for the duration of that meeting. c) The Presiding Member is responsible for the proper conduct of the Committee. 2. Meetings: a) The Committee shall meet as required but must hold a minimum of two meetings in any one calendar year (June and December). b) Additional meetings can be scheduled by a written request of the Presiding Member to the Chief Executive Officer, or by a decision of the Council or the Committee. c) A Notice of Meeting, including an agenda, will be circulated to the Committee members (including deputy members) at least 72 hours prior to each meeting where possible. d) The Presiding Member shall ensure that detailed minutes of all meetings are kept and shall provide the Committee members (including deputy members) with a copy of such minutes as soon as is practicable after the meeting. e) All Committee meetings will be conducted in accordance with the Shire of Gingin Meeting Procedures Local Law 2014. f) All Voting Members of the Committee will have one vote. The Presiding Member will have the casting vote and simple majority will prevail.

	g) Any Committee resolution requiring action on the part of Council or requiring a Council commitment will be listed as a separate report on the agenda for a future ordinary Council meeting. 3. Quorum: a) The quorum for a meeting shall be at least 50% of the number of endorsed members.
Appointing legislation:	The Committee is established under section 67 of the <i>Bush Fires Act 1954</i> .
Delegated Authority:	1. The Committee has no delegated power and has no authority to implement its recommendations or to commit Council to the expenditure of monies. 2. Matters requiring Council consideration will be subject to separate specific reports to Council.

Version	Decision Reference	Synopsis
1.	22/10/2013 - Item 10.3	Committee structure reviewed and Terms of Reference adopted.
2.	17/12/2013 - Item 11.1.1	Amended to include volunteer bush fire brigade representatives as voting members.
3.	18/08/2015 - Item 11.1.6	Terms of Reference reviewed. Reference to Standing Orders Local Law deleted from Operating Procedure 2b and replaced with Meeting Procedures Local Law 2014. Reference to provision of Committee Minutes via Information Bulletin deleted from Operating Procedure 4a.
4.	19/01/2016 - Item 11.1.3	Operating Procedures Clause 1b amended to specify that Community Emergency Services Manager/Chief Bush Fire Control Officer to assume the Chair in the absence of the Presiding Member.
5.	19/09/2017 - Item 11.1.3	Terms of Reference reviewed. Operating Procedures cl. 2c deleted.
6.	15/10/2019 - Item 11.1.1	Operating Procedures cl. 2b) amended.
7.	21/07/2020 - Item 11.1.1	Membership cl. 1 amended by deleting CEO or representative as a non-voting member. Membership cl. 7 added.
8.	17/08/2021 - Item 11.1	Membership cl. 1, 2 and 6 amended. Membership cl. 7 deleted. Operating Procedures cl. 1a), 1b) 2d) and 4a) amended.
9.	22/07/2025	Minor administrative amendments made to correct typographical errors.
10.	03/11/2025 - Role/Purpose, Aims & Functions, Membership, Meetings, and Delegated Authority	Terms of Reference reviewed. Role/Purpose and Aims & Functions updated to better represent BFAC objectives. FCOs added as voting member and amended wording for Council representative. Non-voting members updated. Update to Membership item 4 and 5. Operating Procedures 1 a) updated to align with legislation. Operating Procedures 2.a), d), f) and g) updated – meeting requirement reduced to twice a year. Delegated Authority 1. and 2. amended

14 REPORTS - CORPORATE SERVICES

14.1 LEASE BETWEEN SHIRE OF GINGIN AND MOORE MEN'S SHED

File	A3704
Author	Bethwyn Innes - Executive Assistant to EMCCS
Reporting Officer	Rachael Wright - Executive Manager Corporate Services
Refer	Nil
Appendices	1. Proposed Lease - Moore Men's Shed [14.1.1 - 45 pages]

DISCLOSURES OF INTEREST

PURPOSE

To consider a lease between the Moore Men's Shed and the Shire of Gingin for a portion of Lot 232 Wedge Street, Guilderton for a period of five years with a five year option to renew.

BACKGROUND

The Moore Men's Shed (MMS) located at Lot 232 Wedge Street, Guilderton is used for building projects, community clinics and other activities that benefit the community. The Shire has use of an annex space off the main building, with a shared ablution area, in accordance with the conditions outlined in the lease agreement. The facility is located on a reserve for which the Shire holds the Management Order and, subject to the consent of the Minister for Lands, is authorised to lease the Reserve for a term not exceeding 21 years.

The current lease agreement with the MMS expired on 31 August 2025. In accordance with the terms of the lease, it has since continued on a periodic holding over basis, pending the negotiation of a new agreement.

Progress on the lease renewal was delayed due to staff shortages within the Shire's leasing management area. Administration has now negotiated and finalised a new lease agreement with the MMS, following a review of the standard peppercorn lease template to reflect updated administrative practices. The updated lease format will also be applied to other community group lease renewals to maintain equity and administrative consistency across similar arrangements.

COMMENT

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

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

Additional updates to the lease schedule include:

1. Reference to Building bond has been removed, as the bond has historically never been enforced.
2. Reference to supply of income from hire charges has been removed, as this requirement has historically never been enforced.
3. Further clarity has been provided surrounding responsibilities regarding use of the shared space.

The MMS has reviewed the draft lease and confirmed its agreement to the proposed terms and conditions.

The lease agreement is subject to endorsement by the Minister for Lands, which will be sought following Council approval of the proposed lease.

Appendices containing the draft lease and supporting documentation are attached for Council's reference.

RISK IMPLICATIONS

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

STATUTORY/LOCAL LAW IMPLICATIONS

Local Government Act 1995

Part 3 – Functions of Local Government

Division 3 – Executive functions of local governments

Section 3.58 – Disposing of property

Local Government (Functions and General) Regulations 1996
Part 6 – Miscellaneous
Clause 30 – Dispositions of property excluded from Act s. 3.58

POLICY IMPLICATIONS

Policy 2.33 Execution of Documents

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

BUDGET IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2024-2034

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

VOTING REQUIREMENTS - SIMPLE MAJORITY

OFFICER RECOMMENDATION

That Council:

1. Agree to lease a portion of Lot 232 Wedge Street, Guilderton to the Moore Men's Shed for a period of five years with a further five-year option in accordance with the lease document shown in appendices, subject to approval from the Minister for Lands; and
2. Authorise the Chief Executive Officer to progress the execution of the lease and to sign the lease document on Council's behalf.

Lease – Lot 232 (Reserve 27949) Wedge St, Guilderton

Shire of Gingin

Moore Men's Shed Inc

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Details

Parties

Shire of Gingin

of 7 Brockman St, Gingin, Western Australia 6503
(Lessor)

Moore Men's Shed Inc

of 12 Wedge Street, Guilderton, Western Australia 6041
(Lessee)

Background

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

Agreed terms

1. Definitions

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

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

Authorised Person means:

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

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

Commencement Date means the date of commencement of the Term specified in Error! Reference source not found. of the Schedule;

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

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

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

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

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

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

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

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

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

Lessee’s Agents includes:

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

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

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

Management Order means the management order 1100/964 made under section 46 of the *Land Administration Act 1997*, under which the Land was vested in the Lessor to be held for the purpose of Recreation.

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

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

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

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

Rent means the rent specified in Error! Reference source not found. of the Schedule;

Schedule means the Schedule to this Lease;

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

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

2. Interpretation

In this Lease, unless expressed to the contrary:

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

- (vii) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
- (viii) this Lease or provisions of this Lease or any other deed, agreement, instrument or contract includes a reference to:
- (ix) both express and implied provisions; and
- (x) that other deed, agreement, instrument or contract as varied, supplemented, replaced or amended;
- (xi) writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions;
- (xii) any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them; and
- (xiii) a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure is a reference to, respectively, a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure of this Lease;
- (d) the covenants and obligations on the part of the Lessee not to do or omit to do any act or thing include:
 - (i) covenants not to permit that act or thing to be done or omitted to be done by a Lessee's Agent; and
 - (ii) a covenant to take all reasonable steps to ensure that that act or thing is not done or omitted to be done;
- (e) the meaning of general words or phrases is not limited by specific examples introduced by 'including', 'for example' or similar expressions; and
- (f) if a Party comprises two or more persons, the covenants and agreements on their part bind them and must be observed and performed by them jointly and each of them severally, and may be enforced against any one or more of them.

3. Approval of the Minister for Lands

This Lease is subject to and conditional on the prior approval of the Minister for Lands under section 18 of the *Land Administration Act 1997*. A copy of the Minister's approval is annexed hereto as **Annexure 2**.

4. Grant of lease

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

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

5. Quiet enjoyment

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

6. Rent and other payments

The Lessee covenants with the Lessor:

6.1 Rent

To pay to the Lessor the Rent in the manner set out at Error! Reference source not found. of the Schedule on and from the Commencement Date clear of any deductions.

6.2 Outgoings

- (1) To pay to the Lessor or to such person as the Lessor may from time to time direct punctually all the following outgoings or charges, assessed or incurred in respect of the Premises:
 - (a) local government rates, specified area rates, taxes, service and other charges and including charges for rubbish and garbage removal;
 - (b) water, drainage and sewerage rates, charges for disposal of stormwater, meter rent and excess water charges;
 - (c) telephone, electricity, gas and other power and light charges including but not limited to meter rents and the cost of installation of any meter, wiring, internet connections or telephone connection;
 - (d) land tax and metropolitan regional improvement tax on a single ownership basis;
 - (e) premiums, excess and other costs arising from the insurance obtained by the Lessor pursuant to **clause 8.2**. For the avoidance of doubt, the parties agree:
 - (i) that if such premium or cost does not include a separate assessment or identification of the Premises or the Land, the Lessee must pay a proportionate part of such premium or cost determined by the Lessor acting reasonably; and
 - (ii) such insurance will include insurance for the full replacement value of buildings; and
 - (iii) any other consumption charge or cost, statutory impost or other obligation incurred or payable by reason of the Lessee's use and occupation of the Premises.
- (2) If the Premises are not separately charged or assessed the Lessee will pay to the Lessor a proportionate part of any charges or assessments referred to in **clause 6.2(1)** being the proportion that the Premises bears to the total area of the land or premises included in the charge or assessment.

6.3 Interest

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

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

6.4 Costs

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

6.5 Accrual of amounts payable

Amounts Payable accrue on a daily basis.

7. Rent Review

7.1 Rent to be Reviewed

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

7.2 Methods of Review

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

7.3 CPI Review

A rent review based on CPI will increase the amount of Rent payable during the immediately preceding period by the percentage of any increase in CPI having regard to the quarterly CPI published immediately prior to the later of the Commencement Date or the last Rent Review Date as the case may be and the quarterly CPI published immediately prior to the relevant Rent Review Date. If there is a decrease in CPI having regard to the relevant CPI publications the Rent payable from the relevant Rent Review Date will be the same as the Rent payable during the immediately preceding period. Should the CPI be discontinued or suspended at any time or its method of computation substantially altered, the parties shall endeavour to agree upon the substitution of the CPI with an equivalent index, or failing agreement by the parties, the substitution shall be made by a Valuer appointed in accordance with **clause 7.4**.

7.4 Market Rent Review

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

7.5 Rent will not decrease

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

7.6 Lessor's right to review

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

8. Insurance

8.1 Insurance required

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

- (a) adequate public liability insurance for a sum not less than the sum set out at **Item 8** of the Schedule in respect of any one claim or such greater amount as the Lessor may from time to time reasonably require;

- (b) insurance against all risks as the Lessor may require, of all plate glass windows, doors and display show cases forming part of or within the Premises for a sum which is not less than its full insurable value;
- (c) insurance to cover the Lessee's fixtures, fittings, equipment and stock against loss or damage by fire, fusion, smoke, lightning, flood, storm, tempest, earthquake, sprinkler leakage, water damage and other usual risks against which a Lessee can and does ordinarily insure in their full replacement value, and loss from theft or burglary;
- (d) employers' indemnity insurance including workers' compensation insurance in respect of all employees of the Lessee employed in, about or on the Premises; and
- (e) any other policy of insurance which the Lessor may reasonably require or specify from time to time.

8.2 Building Insurance to be effected by Lessor

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

8.3 Details and receipts

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

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

8.4 Payment of excess on insurance

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

8.5 Not to invalidate

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

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

8.6 Report

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

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

8.7 Settlement of claim

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

8.8 Lessor as attorney

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

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

9. Indemnity

9.1 Lessee responsibilities

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

9.2 Indemnity

- (1) The Lessee indemnifies, and shall keep indemnified, the Lessor and the Minister for Lands from and against all actions, claims, costs, proceedings, suits and demands whatsoever which may at any time be incurred or suffered by the Lessor or the Minister for Lands, or brought, maintained or made against the Lessor, in respect of:

- (a) any loss whatsoever (including loss of use);
- (b) injury or damage of, or to, any kind of property or thing; and
- (c) the death of, or injury suffered by, any person,

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

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

9.3 Obligations Continuing

The obligations of the Lessee under this clause:

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

9.4 No indemnity for Lessor's negligence

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

9.5 Release

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

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

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

10. Limit of Lessor's liability

10.1 No liability for loss on Premises

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

10.2 Limit on liability for breach of Lessor's covenants

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

11. Maintenance, repair and cleaning

11.1 Generally

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

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

- (4) The Lessee must take such reasonable action as is necessary to:
 - (a) prevent, if it has occurred as a result of the Lessee's use of the Premises; and
 - (b) rectify or otherwise ameliorate,

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

11.2 Cleaning

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

11.3 Repair

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

11.4 Responsibility for Securing the Premises

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

11.5 Maintain surroundings

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

11.6 Lessor's Fixtures and Fittings

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

11.7 Pest control

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

11.8 Painting

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

- (c) comply with all reasonable directions given or requests made by the Lessor; and
- (d) be finished in a proper and workmanlike manner.

11.9 Drains

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

12. Use

12.1 Restrictions on use

(1) Generally

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

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

(2) No offensive or illegal acts

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

(3) No nuisance

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

(4) No dangerous substances

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

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

(5) No harm or stress

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

(6) No signs

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

(7) No smoking

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

(8) Consumption of alcohol

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

(9) Sale of Alcohol

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

(10) Removal of rubbish

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

(11) No pollution

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

12.2 No warranty

The Lessor gives no warranty:

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

12.3 Lessee to Observe Copyright

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

12.4 Premises Subject to Restriction

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

12.5 Keys and Access

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

12.6 Indemnity for Costs

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

13. Alterations

13.1 Restriction

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

13.2 Consent

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

- (b) the Lessee must apply for and obtain all such consent approvals, authorities, permits or policies as are required at law before undertaking any alterations, additions, improvements or demolitions.

13.3 Cost of Works

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

13.4 Conditions

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

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

in accordance with the Lessor's requirements.

14. Lessor's right of entry

14.1 Entry on Reasonable Notice

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

- (a) at all reasonable times;
- (b) with or without workmen and others; and
- (c) with or without plant, equipment, machinery and materials,

for each of the following purposes:

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

14.2 Costs of Rectifying Breach

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

15. Statutory obligations and notices

15.1 Comply with Statutes

The Lessee must:

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

15.2 Indemnity if Lessee Fails to Comply

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

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

16. Report to Lessor

The Lessee must immediately report to the Lessor:

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

17. Default

17.1 Events of Default

A default occurs if:

- (a) any Amounts Payable remain unpaid for 14 days after a Notice has been given to the Lessee that an amount is outstanding;
- (b) the Lessee is in breach of any of the Lessee's Covenants for 28 days after a Notice has been given to the Lessee to rectify the breach or to pay compensation in money;
- (c) where the Lessee is an association which is incorporated under the *Associations Incorporation Act 2015*, the association is wound up whether voluntarily or otherwise;

- (d) where the Lessee is an association which is incorporated under the *Associations Incorporation Act 2015*, the Lessee passes a special resolution under the *Associations Incorporation Act 2015* altering its rules of association in a way that makes its objects or purposes inconsistent with the use permitted by this Lease;
- (e) where the Lessee is an individual, the Lessee dies or becomes of unsound mind, or is declared bankrupt;
- (f) where the Lessee is a partnership, the Lessee having a change in its constitution;
- (g) an application is made to a court for the Lessee to be wound up;
- (h) the appointment of a controller under section 9 of the *Corporations Act 2001* of any of the Lessee's assets;
- (i) the Lessee becomes an insolvent under administration under section 9 of the *Corporations Act 2001*;
- (j) the Lessee proposes to enter into or enters into any form of arrangement with any of its creditors;
- (k) the Lessee is unable to pay all its debts when they become due, it fails to comply with a statutory demand under section 459F of the *Corporations Act 2001*, or it is deemed to be unable to pay its debts under section 585 of the *Corporations Act 2001*;
- (l) a meeting is convened to place the Lessee in voluntary liquidation or to appoint an administrator;
- (m) a mortgagee takes possession of the property of the Lessee under this Lease;
- (n) any execution or similar process is made against the Premises on the Lessee's property;
- (o) the Premises are vacated, or otherwise not used, in the Lessor's reasonable opinion, for the Permitted Purpose for a six-month period; or
- (p) a person other than the Lessee or a permitted sublessee or assignee is in occupation or possession of the Premises or in receipt of a rent and profits.

17.2 Forfeiture

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

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

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

17.3 Lessor may remedy breach

If the Lessee:

- (a) fails or neglects to pay the Amounts Payable by the Lessee under this Lease; or
- (b) does or fails to do anything which constitutes a breach of the Lessee's Covenants,

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

17.4 Acceptance of Amount Payable By Lessor

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

17.5 Essential Terms

Each of the Lessee's Covenants in **clauses 6** (Rent and Other Payments), **7.4(4)** (Insurance), **9** (Indemnity), **11** (Maintenance, Repair and Cleaning), **12** (Use), **24** (Assignment, Subletting and Charging) and **29** (Goods and Services Tax), is an essential term of this Lease but this clause **17.5** does not mean or imply that there are no other essential terms in this Lease.

17.6 Breach of Essential Terms

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

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

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

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

offer or accept rent or terms which are the same or similar to the rent or terms contained or implied in this Lease.

18. Damage or destruction of Premises

18.1 Abatement of Rent

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

18.2 Total Damage or Destruction

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

19. Option to renew

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

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

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

20. Holding over

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

21. Restore premises

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

22. Yield up the premises

22.1 Peacefully surrender

On Termination the Lessee must:

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

22.2 Clause 22.1 to survive termination

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

23. Removal of property from Premises

23.1 Remove property prior to termination

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

23.2 Lessor can remove property on re-entry

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

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

24. Assignment, Subletting and Charging

24.1 No assignment or sub-letting without consent

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

24.2 Lessor's Consent to Assignment and Sub-letting

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

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

24.3 Consents of Assignee Supplementary

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

24.4 Property Law Act 1969

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

24.5 Costs for assignment and sub-letting

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

- (a) the enquiries made by or on behalf of the Lessor as to the respectability, responsibility and financial standing of each proposed assignee or sublessee;
 - (b) any consents required under this Lease or at law; and
 - (c) all other matters relating to the proposed assignment or sub-letting,
- whether or not the assignment or sub-letting proceeds.

24.6 No mortgage or charge

The Lessee must not mortgage nor charge the Premises.

25. Disputes

25.1 Referral of Dispute: Phase 1

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

25.2 Referral of Dispute: Phase 2

In the event the dispute is not resolved in accordance with **clause 25.1** of this Lease then the dispute shall be referred in writing to the CEO of the Lessor who shall convene a meeting within 10 days of the Original Meeting or such other date as is agreed to by the parties between the CEO of the Lessor and the President of the Lessee for the purpose of resolving the dispute.

25.3 Appointment of Arbitrator: Phase 3

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

25.4 Payment of Amounts Payable to Date of Award

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

26. Prior notice of proposal to change rules

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

27. Provision of information

The Lessee agrees to provide to the Lessor:

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

28. Caveat

28.1 No absolute caveat

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

28.2 CEO & Lessor as attorney

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

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

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

- (d) a withdrawal of any absolute caveat lodged by or on behalf of the Lessee;
- (e) a withdrawal of any caveat lodged by or on behalf of the Lessee and not withdrawn on Termination; and
- (f) a surrender of the estate granted by this Lease,

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

28.3 Ratification

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

28.4 Indemnity

The Lessee indemnifies the Lessor against:

- (a) any loss arising directly from any act done under this clause. and
- (b) all costs and expenses incurred in connection with the performance of any act by the attorney on behalf of the Lessee under this clause.

29. Goods and Services Tax

29.1 Definitions

The following definitions apply for the purpose of this clause:

- (a) **Act** means the Commonwealth's *A New Tax System (Goods and Services Tax) Act 1999* and associated Acts and subsidiary legislation;
- (b) **Consideration** means the Amounts Payable or any other money payable to the Lessor under this Lease, but does not include the amount of the GST which may apply to the Amounts Payable or other money payable under the Act;
- (c) **GST** means a tax under the Act levied on a Supply including but not limited to the Amounts Payable or other money payable to the Lessor for goods or services or property or any other thing under this Lease; and
- (d) **Supply** means a good or service or any other thing supplied by the Lessor under this Lease and includes but is not limited to a grant of a right to possession of the Premises.

29.2 Lessee to pay GST

- (1) The Consideration will be increased by the amount of the GST, if any, which the Lessor is required under the Act to pay on any Supply made under this Lease.
- (2) The Lessee must pay any increase referred to at **clause 29.2(1)** whether it is the Lessee or any other person who takes the benefit of any Supply.
- (3) The Lessee must pay the amount of the GST to the Lessor at the same time and in the same manner as the Lessee is required to pay the Consideration under this Lease.

29.3 Consideration in Kind

If consideration in kind is accepted by the Lessor for any Supply made under this Lease, the GST amount payable to the Lessor under **clause 29.2(2)** in respect of the consideration in kind will be calculated by using the prevailing market value of the consideration in kind as determined by the Lessor.

29.4 No Contribution from Lessor

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

29.5 Statement of GST paid is Conclusive

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

29.6 Tax Invoices

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

29.7 Reciprocity

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

30. No Fetter

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

31. Additional Terms Covenants and Conditions

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

32. Commercial Tenancy Act

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

33. Acts by agents

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

34. Governing law

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

35. Statutory powers

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

36. Notice

36.1 Form of delivery

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

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

36.2 Service of notice

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

- (a) if by personal delivery, when delivered;
- (b) if by leaving the Notice at an address specified on **page 1 of this lease**, at the time of leaving the Notice, provided the Notice is left during normal business hours; and

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

36.3 Signing of notice

A Notice to a Party may be signed:

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

37. Severance

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

38. Variation

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

39. Moratorium

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

40. Further assurance

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

41. Payment of money

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

42. Waiver

42.1 No general waiver

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

42.2 Partial exercise of right power or privilege

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

Schedule

Item 1 Land and Premises

(a) Land

Lot 232 (Reserve 27949) on Deposited Plan P209323 being the whole of the land comprised in Certificate of Title Volume LR3135 Folio 994

(b) Premises

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

Item 2 Term

5 years commencing on the date of execution of this Lease

Item 3 Further Term

5 years

Item 4 Commencement Date

On execution of this Lease by all parties.

Item 5 Rent

N/A

Item 6 Rent Review

Nil

Item 7 Permitted Purpose

Activities of the Moore Men's Shed Inc and uses reasonably ancillary thereto.

Item 8 Public liability insurance

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

Item 9 Repainting Dates

N/A

Item 10 Additional terms and covenants

1. Utilities and Services

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

Utility or service	Amount payable by Lessee
Building Bond	0%
Local Government Rates	0%
Lease Registration Fees	0%
Water Rates	0%
Land Tax	0%
ESL	0%
Water	0%
Gas	0%
Insurance including excess	0%
Electricity	0%
Telephones, including line charges	0%
Wi-Fi	100%
Cost of installation of any meter, wiring or other device necessitated by the use of a utility and service	0%
Cost of rubbish collection including emptying wheelie bins and 1100 litre bins	100%
Cost of annual food surveillance fee (if applicable)	100%

2. Casual hire of Premises

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

3. Fire Mitigation

- (1) **Fire Prevention**

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

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

(2) Fire Control

The Lessee must immediately :

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

(3) Authorised Fires

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

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

(4) Liability for Fires

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

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

4. Risk Management Plan

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

5. Anti-social behaviour

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

6. Annexe off the main shed

The Shire has management of the area marked in green in Annexure 1. This will remain until the Shire decides otherwise or makes alternative arrangements.

7. Ablution requirements

That cleaning of the toilet and providing consumables will be the responsibility of the Moore Men's Shed

8. Parking

Access to the Fire Shed to be maintained at all times.

Signing page

EXECUTED on

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

Signature of Shire President

Full name of Shire President

Signature of Chief Executive Officer

Full name of Chief Executive Officer

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

Office Holder Sign

Office Holder Sign

Name:

Name:

Address:

Address:

Office Held:

Office Held:

Annexure 1 – Sketch of Premises



SCALE 0.5CM = 1 MTR.

BOUNDARY OF
LEASE
498.75 SQ. MTRS.

THE MOORE HENS SHED INC.

Annexure 2 – Approval of the Minister for Lands

To be added

Annexure 3 – Maintenance and Cleaning Schedule

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

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

Lessee Responsibilities:

INTERNAL

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

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

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

EXTERNAL

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

In particular, the following items must be given attention:

External	Lessee Responsibilities
Windows	To be kept clean, operable and lockable at all times.
Doors	To be kept clean, free from any marks, damage and cobwebs. To be lockable and operable. Any door closers or other devices fitted should be

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

Lessor Responsibilities

Internal / External	Lessor Responsibilities
Gutter Cleaning	To maintain and clean guttering of natural product, including leaves, twigs and soil.
Fire Protection Equipment	To service and replace fire equipment as required.
Building Structural Repairs	To maintain and repair the building structure from wear and tear.
External Drainage	To repair external drainage infrastructure failure.
Redecoration	To redecorate as required.
Air conditioning	The annual maintenance report is to be undertaken by a licensed provider.

Stove, Refrigerators, Heaters, & White Goods	Fans, other	All items to be tested and tagged by a licensed provided in accordance with <i>AS/NZS 3760-2010 In service safety inspection and testing of electrical equipment</i> .
Sinks, Pedestal Cisterns	Basins, Pans &	Clearing of all blockages and repairs to fittings.
Toilets & Showers		To clear all blockages. Replacement and repair of fittings such as taps, roll dispensers and coat hangers. A quarterly provision of consumables (i.e. toilet paper, paper towels) will be provided subject to usage (as reported on a quarterly basis plus a "group use" allocation).

14.2 LEASE BETWEEN THE SHIRE OF GINGIN AND THE GINGIN RECREATION GROUP INC.

File	A4079, A4109
Author	Bethwyn Innes - Executive Assistant to EMCCS
Reporting Officer	Rachael Wright - Executive Manager Corporate Services
Refer	Nil
Appendices	1. Proposed Lease - Gingin Recreation Group Inc. [14.2.1 - 46 pages]

DISCLOSURES OF INTEREST

PURPOSE

To consider a lease agreement between the Gingin Recreation Group (GGRG) and the Shire of Gingin for the Gingin Recreation Grounds at Lot 7, Lots 320, 41, 42 and 500 (portion of Reserve 21432) and Lots 24, 25 and 26 (portion of Reserve 7573) New Street, Gingin for a period of five years with a further term of five years.

BACKGROUND

The Gingin Recreation Grounds consist of one Freehold lot, being Lot 7 owned by the Shire of Gingin, and seven parcels of Crown Reserve land: Lots 320, 41, 42 and 500 (portion of Reserve 21432) and Lots 24, 25 and 26 (portion of Reserve 7573). Both Reserves 7573 and 21432 are designated for Recreational purposes. The Shire holds the Management Order for both Reserves and, subject to the consent of the Minister for Lands, is authorised to lease the Reserves for a term not exceeding 21 years.

The current lease agreement with the GGRG expired on 1 December 2024. In accordance with the terms of the lease, it has since continued on a periodic holding over basis pending the negotiation of a new agreement.

Progress on the lease renewal was delayed due to changes within the GGRG Executive Committee and staff shortages within the Shire's leasing area. Shire Officers have now finalised a new lease agreement with the GGRG following a review of the standard peppercorn lease template to reflect updated administrative practices. The updated lease format will also be applied to other community group lease renewals to maintain equity and administrative consistency across similar arrangements.

COMMENT

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

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

Additional updates to the lease schedule include:

1. Inclusion of licensed area conditions to reflect current operational practices: and
2. Reference to proposed future development consultation as requested by the GGRG.

The GGRG has reviewed the draft lease and confirmed its agreement to the proposed terms and conditions.

The lease agreement is subject to endorsement by the Minister for Lands, which will be sought following Council approval of the proposed lease.

The draft lease is attached as an **appendix** for Council's reference.

RISK IMPLICATIONS

Entering into the new lease agreement reduces compliance risk to ensure the current obligations by all parties and correct lease area is documented appropriately.

STATUTORY/LOCAL LAW IMPLICATIONS

Local Government Act 1995

Part 3 – Functions of Local Government

Division 3 – Executive functions of local governments

Section 3.58 – Disposing of property

Local Government (Functions and General) Regulations 1996

Part 6 – Miscellaneous

Clause 30 – Dispositions of property excluded from Act s. 3.58

POLICY IMPLICATIONS

Policy 2.33 Execution of Documents

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

BUDGET IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2024-2034

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

VOTING REQUIREMENTS - SIMPLE MAJORITY

OFFICER RECOMMENDATION

That Council:

1. Agree to lease Lot 7, Lots 320, 41, 42 and 500 (portion of Reserve 21432) and Lots 24, 25 and 26 (portion of Reserve 7573) to the Gingin Recreation Group Inc for a period of five years with a further five year option in accordance with the lease document shown in the appendices, subject to approval from the Minister for Lands; and
2. Authorise the Chief Executive Officer to progress the execution of the lease and to sign the lease document on Council's behalf.

Lease and Licence - Gingin
Recreation Grounds – New Street,
Gingin WA 6503

Lot 7 (freehold) New Street Gingin

Reserve 7573 – Lot 24, Lot 25 & Lot
26

Portion of Reserve 21432 –Lot 41, Lot
42, Lot 320 & Lot 500

Shire of Gingin

Gingin Recreation Group

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Details

Parties

Shire of Gingin (ABN 85 697 704 946)

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

Gingin Recreation Group (ABN 29 388 728 616)

of PO Box 260, Gingin, Western Australia 6503
(Lessee)

Background

- A The Lessor has freehold ownership over Lot 7 New Street Gingin and care, control and management of Reserve 7573 and 21432 pursuant to the applicable Management Orders (together, the Land)
- B Subject to the prior written approval of the Minister for Lands, the Lessor has agreed to lease, and the Lessee has agreed to take a lease of the Premises upon the terms and conditions contained in this Deed.

Agreed terms

1. Definitions

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

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

Authorised Person means:

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

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

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

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

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

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

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

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

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

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

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

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

Lessee’s Agents includes:

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

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

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

Management Order means management order M412377XE and L436090XE made under section 46 of the *Land Administration Act 1997*, under which the Land was vested in the Lessor to be held for the purpose of Recreation;

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

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

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

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

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

Schedule means the Schedule to this Lease;

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

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

2. Interpretation

In this Lease, unless expressed to the contrary:

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

- (vii) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
 - (viii) this Lease or provisions of this Lease or any other deed, agreement, instrument or contract includes a reference to:
 - (ix) both express and implied provisions; and
 - (x) that other deed, agreement, instrument or contract as varied, supplemented, replaced or amended;
 - (xi) writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions;
 - (xii) any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them; and
 - (xiii) a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure is a reference to, respectively, a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure of this Lease;
- (d) the covenants and obligations on the part of the Lessee not to do or omit to do any act or thing include:
- (i) covenants not to permit that act or thing to be done or omitted to be done by a Lessee's Agent; and
 - (ii) a covenant to take all reasonable steps to ensure that that act or thing is not done or omitted to be done;
- (e) the meaning of general words or phrases is not limited by specific examples introduced by 'including', 'for example' or similar expressions; and
- (f) if a Party comprises two or more persons, the covenants and agreements on their part bind them and must be observed and performed by them jointly and each of them severally, and may be enforced against any one or more of them.

3. Approval of the Minister for Lands

This Lease is subject to and conditional on the prior approval of the Minister for Lands under section 18 of the *Land Administration Act 1997*. A copy of the Minister's approval is annexed hereto as **Annexure 2**.

4. Grant of lease

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

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

5. Quiet enjoyment

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

6. Rent and other payments

The Lessee covenants with the Lessor:

6.1 Rent

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

6.2 Outgoings

- (1) To pay to the Lessor or to such person as the Lessor may from time to time direct punctually all the following outgoings or charges, assessed or incurred in respect of the Premises:
 - (a) local government rates, specified area rates, taxes, service and other charges and including charges for rubbish and garbage removal;
 - (b) water, drainage and sewerage rates, charges for disposal of stormwater, meter rent and excess water charges;
 - (c) telephone, electricity, gas and other power and light charges including but not limited to meter rents and the cost of installation of any meter, wiring, internet connections or telephone connection;
 - (d) land tax and metropolitan regional improvement tax on a single ownership basis;
 - (e) premiums, excess and other costs arising from the insurance obtained by the Lessor pursuant to **clause 8.2**. For the avoidance of doubt, the parties agree:
 - (i) that if such premium or cost does not include a separate assessment or identification of the Premises or the Land, the Lessee must pay a proportionate part of such premium or cost determined by the Lessor acting reasonably; and
 - (ii) such insurance will include insurance for the full replacement value of buildings; and
 - (iii) any other consumption charge or cost, statutory impost or other obligation incurred or payable by reason of the Lessee's use and occupation of the Premises.
- (2) If the Premises are not separately charged or assessed the Lessee will pay to the Lessor a proportionate part of any charges or assessments referred to in **clause 6.2(1)** being the proportion that the Premises bears to the total area of the land or premises included in the charge or assessment.

6.3 Interest

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

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

6.4 Costs

- (1) To pay to the Lessor on demand:
 - (a) all duty, fines and penalties payable under the *Duties Act* 2008 and other statutory duties or taxes payable on or in connection with this Lease;
 - (b) all registration fees in connection with this Lease; and
 - (c) 50% of all legal costs of and incidental to the instructions for the preparation, execution and stamping of this Lease and all copies.
- (2) To pay to the Lessor all costs, legal fees, disbursements and payments incurred by or for which the Lessor is liable in connection with or incidental to:
 - (a) the Amounts Payable or obtaining or attempting to obtain payment of the Amounts Payable under this Lease;
 - (b) any breach of covenant by the Lessee or the Lessee's Agents;
 - (c) the preparation and service of a notice under Section 81 of the *Property Law Act* 1969 requiring the Lessee to remedy a breach even though forfeiture for the breach may be avoided in a manner other than by relief granted by a Court;
 - (d) any work done at the Lessee's request; and
 - (e) any action or proceedings arising out of or incidental to any matters referred to in this **clause 6.4** or any matter arising out of this Lease.

6.5 Accrual of amounts payable

Amounts Payable accrue on a daily basis.

7. Rent Review

7.1 Rent to be Reviewed

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

7.2 Methods of Review

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

7.3 CPI Review

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

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

7.4 Market Rent Review

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

7.5 Rent will not decrease

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

7.6 Lessor's right to review

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

8. Insurance

8.1 Insurance required

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

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

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

8.2 Building Insurance to be effected by Lessor

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

8.3 Details and receipts

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

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

8.4 Payment of excess on insurance

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

8.5 Not to invalidate

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

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

8.6 Report

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

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

8.7 Settlement of claim

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

8.8 Lessor as attorney

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

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

9. Indemnity

9.1 Lessee responsibilities

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

9.2 Indemnity

- (1) The Lessee indemnifies, and shall keep indemnified, the Lessor and the Minister for Lands from and against all actions, claims, costs, proceedings, suits and demands whatsoever which may at any time be incurred or suffered by the Lessor or the Minister for Lands, or brought, maintained or made against the Lessor, in respect of:

- (a) any loss whatsoever (including loss of use);
- (b) injury or damage of, or to, any kind of property or thing; and
- (c) the death of, or injury suffered by, any person,

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

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

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

9.3 Obligations Continuing

The obligations of the Lessee under this clause:

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

9.4 No indemnity for Lessor's negligence

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

9.5 Release

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

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

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

10. Limit of Lessor's liability

10.1 No liability for loss on Premises

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

10.2 Limit on liability for breach of Lessor's covenants

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

11. Maintenance, repair and cleaning

11.1 Generally

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

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

- (4) The Lessee must take such reasonable action as is necessary to:
 - (a) prevent, if it has occurred as a result of the Lessee's use of the Premises; and
 - (b) rectify or otherwise ameliorate,

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

11.2 Cleaning

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

11.3 Repair

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

11.4 Responsibility for Securing the Premises

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

11.5 Maintain surroundings

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

11.6 Lessor's Fixtures and Fittings

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

11.7 Pest control

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

11.8 Painting

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

11.9 Drains

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

12. Use

12.1 Restrictions on use

(1) Generally

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

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

(2) No offensive or illegal acts

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

(3) No nuisance

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

(4) No dangerous substances

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

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

(5) No harm or stress

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

(6) No signs

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

(7) No smoking

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

(8) Consumption of alcohol

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

(9) Sale of Alcohol

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

(10) Removal of rubbish

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

(11) No pollution

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

12.2 No warranty

The Lessor gives no warranty:

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

12.3 Lessee to Observe Copyright

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

12.4 Premises Subject to Restriction

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

12.5 Keys and Access

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

12.6 Indemnity for Costs

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

13. Alterations

13.1 Restriction

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

13.2 Consent

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

13.3 Cost of Works

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

13.4 Conditions

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

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

in accordance with the Lessor's requirements.

14. Lessor's right of entry

14.1 Entry on Reasonable Notice

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

- (a) at all reasonable times;
- (b) with or without workmen and others; and
- (c) with or without plant, equipment, machinery and materials,

for each of the following purposes:

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

14.2 Costs of Rectifying Breach

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

15. Statutory obligations and notices

15.1 Comply with Statutes

The Lessee must:

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

15.2 Indemnity if Lessee Fails to Comply

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

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

16. Report to Lessor

The Lessee must immediately report to the Lessor:

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

17. Default

17.1 Events of Default

A default occurs if:

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

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

17.2 Forfeiture

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

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

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

17.3 Lessor may remedy breach

If the Lessee:

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

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

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

17.4 Acceptance of Amount Payable By Lessor

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

17.5 Essential Terms

Each of the Lessee's Covenants in **clauses 6** (Rent and Other Payments), **7.4(4)** (Insurance), **9** (Indemnity), **11** (Maintenance, Repair and Cleaning), **12** (Use), **24** (Assignment, Subletting and Charging) and **29** (Goods and Services Tax), is an essential term of this Lease but this clause **17.5** does not mean or imply that there are no other essential terms in this Lease.

17.6 Breach of Essential Terms

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

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

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

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

18. Damage or destruction of Premises

18.1 Abatement of Rent

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

18.2 Total Damage or Destruction

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

19. Option to renew

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

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

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

20. Holding over

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

21. Restore premises

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

22. Yield up the premises

22.1 Peacefully surrender

On Termination the Lessee must:

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

22.2 Clause 22.1 to survive termination

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

23. Removal of property from Premises

23.1 Remove property prior to termination

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

23.2 Lessor can remove property on re-entry

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

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

24. Assignment, Subletting and Charging

24.1 No assignment or sub-letting without consent

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

24.2 Lessor's Consent to Assignment and Sub-letting

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

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

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

24.3 Consents of Assignee Supplementary

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

24.4 Property Law Act 1969

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

24.5 Costs for assignment and sub-letting

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

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

whether or not the assignment or sub-letting proceeds.

24.6 No mortgage or charge

The Lessee must not mortgage nor charge the Premises.

25. Disputes

25.1 Referral of Dispute: Phase 1

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

25.2 Referral of Dispute: Phase 2

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

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

25.3 Appointment of Arbitrator: Phase 3

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

25.4 Payment of Amounts Payable to Date of Award

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

26. Prior notice of proposal to change rules

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

27. Provision of information

The Lessee agrees to provide to the Lessor:

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

28. Caveat

28.1 No absolute caveat

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

28.2 CEO & Lessor as attorney

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

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

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

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

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

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

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

28.3 Ratification

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

28.4 Indemnity

The Lessee indemnifies the Lessor against:

- (a) any loss arising directly from any act done under this clause. and
- (b) all costs and expenses incurred in connection with the performance of any act by the attorney on behalf of the Lessee under this clause.

29. Goods and Services Tax

29.1 Definitions

The following definitions apply for the purpose of this clause:

- (a) **Act** means the Commonwealth's *A New Tax System (Goods and Services Tax) Act 1999* and associated Acts and subsidiary legislation;
- (b) **Consideration** means the Amounts Payable or any other money payable to the Lessor under this Lease, but does not include the amount of the GST which may apply to the Amounts Payable or other money payable under the Act;
- (c) **GST** means a tax under the Act levied on a Supply including but not limited to the Amounts Payable or other money payable to the Lessor for goods or services or property or any other thing under this Lease; and
- (d) **Supply** means a good or service or any other thing supplied by the Lessor under this Lease and includes but is not limited to a grant of a right to possession of the Premises.

29.2 Lessee to pay GST

- (1) The Consideration will be increased by the amount of the GST, if any, which the Lessor is required under the Act to pay on any Supply made under this Lease.
- (2) The Lessee must pay any increase referred to at **clause 29.2(1)** whether it is the Lessee or any other person who takes the benefit of any Supply.
- (3) The Lessee must pay the amount of the GST to the Lessor at the same time and in the same manner as the Lessee is required to pay the Consideration under this Lease.

29.3 Consideration in Kind

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

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

29.4 No Contribution from Lessor

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

29.5 Statement of GST paid is Conclusive

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

29.6 Tax Invoices

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

29.7 Reciprocity

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

30. No Fetter

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

31. Additional Terms Covenants and Conditions

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

32. Commercial Tenancy Act

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

33. Acts by agents

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

34. Governing law

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

35. Statutory powers

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

36. Notice

36.1 Form of delivery

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

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

36.2 Service of notice

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

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

36.3 Signing of notice

A Notice to a Party may be signed:

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

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

37. Severance

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

38. Variation

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

39. Moratorium

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

40. Further assurance

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

41. Payment of money

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

42. Waiver

42.1 No general waiver

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

42.2 Partial exercise of right power or privilege

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

Schedule

Item 1 Land and Premises

(a) Land

As shown shaded in yellow as **Annexure 1** being:

- Lot 7 on Deposited Plan 30007 being the whole of the land comprised in Certificate of Title Volume 203 Folio 60A – Freehold Land
- Lot 24 (Reserve 7573) on Deposited Plan 107009 being the portion of the land comprised in Certificate of Crown Title Volume LR3016 Folio 861
- Lot 25 (Reserve 7573) on Deposited Plan 107009 being the portion of the land comprised in Certificate of Crown Title Volume LR3016 Folio 862
- Lot 26 (Reserve 7573) on Deposited Plan 107009 being the portion of the land comprised in Certificate of Crown Title Volume LR3016 Folio 863
- Portion of Lot 41 (Reserve 21432) on Deposited Plan 222486 being the portion of the land comprised in Certificate of Crown Title Volume LR3156 Folio 741
- Portion of Lot 42 (Reserve 21432) on Deposited Plan 222486 being the portion of the land comprised in Certificate of Crown Title Volume LR3156 Folio 742
- Portion of Lot 320 (Portion of Reserve 21432) on Deposited Plan 71523 being the portion of the land comprised in Certificate of Crown Title Volume LR3162 Folio 133
- Lot 500 (Portion of Reserve 21432) on Deposited Plan 58540 being the portion of the land comprised in Certificate of Crown Title Volume LR3156 Folio 740

(b) Premises

That portion of the Land together with all buildings, structures, alterations, additions and improvements on the Land or erected on the Land during the term annexed hereto as shown shaded in purple as **Annexure 1**.

Item 2 Term

5 years commencing on the date of execution of this Lease

Item 3 Further Term

5 years

Item 4 Commencement Date

On execution of this Lease by all parties

Item 5 Rent

\$1.00 inclusive of GST per annum payable in advance (peppercorn)

Item 6 Rent Review

Nil

Item 7 Permitted Purpose

Social and Recreational activities of the Gingin Recreation Group and uses reasonably ancillary thereto.

Item 8 Public liability insurance

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

Item 9 Repainting Dates

Not applicable

Item 10 Additional terms and covenants

1. Utilities and Services

The Lessee must pay the cost of the utilities and services as set out in the table below. For the avoidance of any doubt, if there are any inconsistencies between clause 4 of this Lease and the table set out below, the Parties agree that the table will prevail.

Utility or service	Amount payable by Lessee
Local Government Rates	0%
Water Rates	0%
Land Tax	0%
DFES Levy	0%
Water	0%
Gas	0%
Electricity	0%
Telephones, including line charges	0%
Cost of installation of any meter, wiring or other device necessitated by the use of a utility and service	0%

Cost of rubbish collection including emptying wheelie bins and 1100 litre bins	100% over and above the already 9 bins
Cost of annual food surveillance fee (if applicable)	0%
Building Insurance (including excess)	0%

2. Casual hire of Premises

- (1) The Lessee may hire out the Premises or any part thereof on a casual basis only PROVIDED:
- (a) such use is consistent at all times with the Permitted Purpose;
 - (b) the Lessee ensures any hirer complies strictly with the relevant terms of this Lease; and
- (2) The Lessee acknowledges and agrees that at all times, including when the Premises are hired to a third party, it remains responsible for the Premises, including without limitation any damage that may be caused or occurs during any hire period.

3. Fire Mitigation

(1) Fire Prevention

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

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

(2) Fire Control

The Lessee must immediately :

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

(3) Authorised Fires

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

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

(4) Liability for Fires

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

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

(5) Risk Management Plan

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

4. Anti-social behaviour

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

5. Emergency Access – Use of Premises

The Lessee acknowledges that the Premises named “Bendigo Complex” and all other buildings and areas within the lease boundary will become readily available for exclusive use by Local and State Emergency Services and those services alike should an emergency event warrant use.

6. Wet Areas / Change Room

The Lessee agrees to grant exclusive use of the men’s changeroom to which is directly accessible to the Gingin Aquatic Centre for the use of its patrons during the times that the Gingin Aquatic Centre is open. During the times when the Gingin Aquatic Centre is using the men’s changeroom, the Lessor is solely responsible for the maintenance of this area.

The Lessee and Lessor agree to negotiate in good faith should the change rooms need to be used the Lessee during the times when the Gingin Aquatic Centre is open.

7. Outdoor Facilities

All Parties note a separate usage agreement exists that regulates the non-exclusive usage of the outdoor facilities such as the adjoining oval and tennis courts.

8. Licensed Areas

The Lessee acknowledges and agrees that all Licensed Areas shown shaded in yellow on the plans annexed to this Lease are non-exclusive areas. These areas where practicable shall at all times be shared with members of the public and patrons of the Gingin Aquatic Centre, and the Lessee shall not interfere with or restrict such shared access. The Lessee further acknowledges that the Lessor shall not be liable to the Lessee for any loss, damage, claim or inconvenience arising from the shared use of the Licensed Areas by the public or Gingin Aquatic Centre

patrons, except to the extent caused by the wilful misconduct or negligence of the Lessor.

9. Proposed Future Development

The Lessor agrees to provide the Lessee with reasonable notice of any proposed or planned works, projects, or activities within the immediate vicinity of the Premises that may reasonably be expected to impact the Lessee's use and enjoyment of the Premises. The Lessor further agrees to use its best endeavours to liaise with the Lessee regarding the nature, timing, and potential impacts of such works, with the intention of minimising disruption to the Lessee's operations wherever practicable.

Signing page

EXECUTED on 2025

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

Signature of Shire President Full name of Shire President

Signature of Chief Executive Officer Full name of Chief Executive Officer

THE COMMON SEAL of The Gingin
Recreation Group was hereunto affixed
pursuant to the constitution of the Lessee in the
presence of each of the undersigned each of
whom hereby declares by the execution of this
document that he or she holds the office in the
Lessee indicated under his or her name-

Office Holder Sign Office Holder Sign

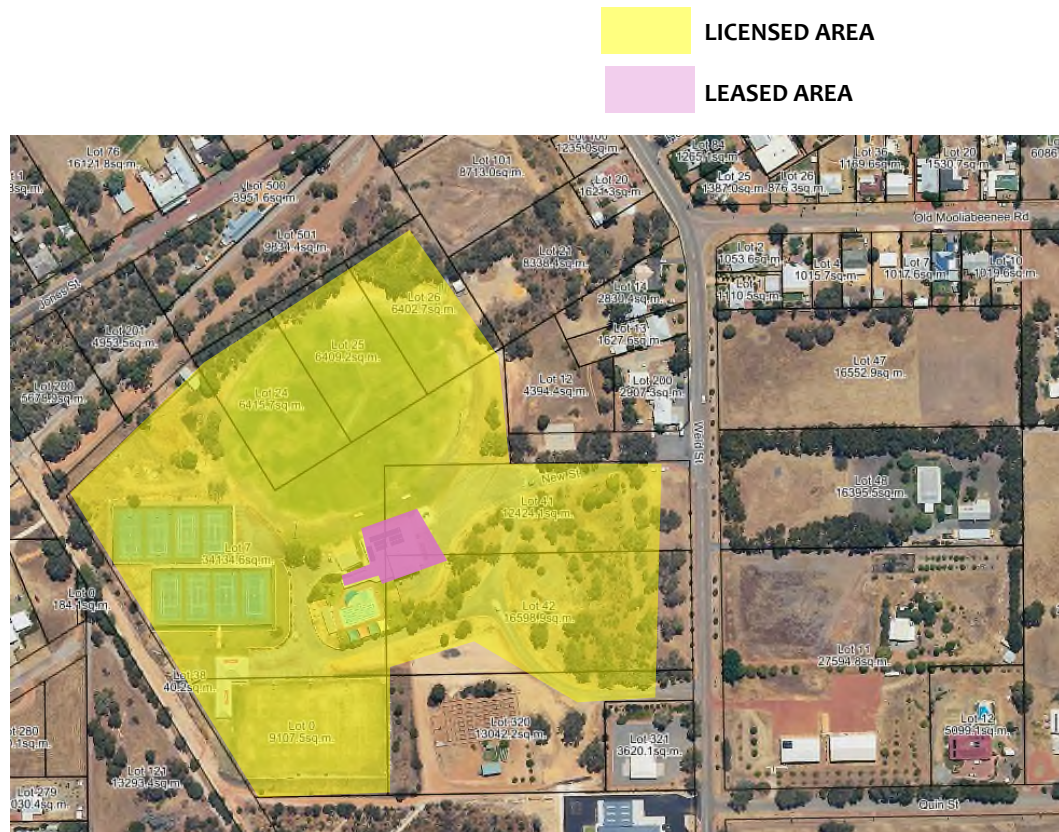
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Address: Address:

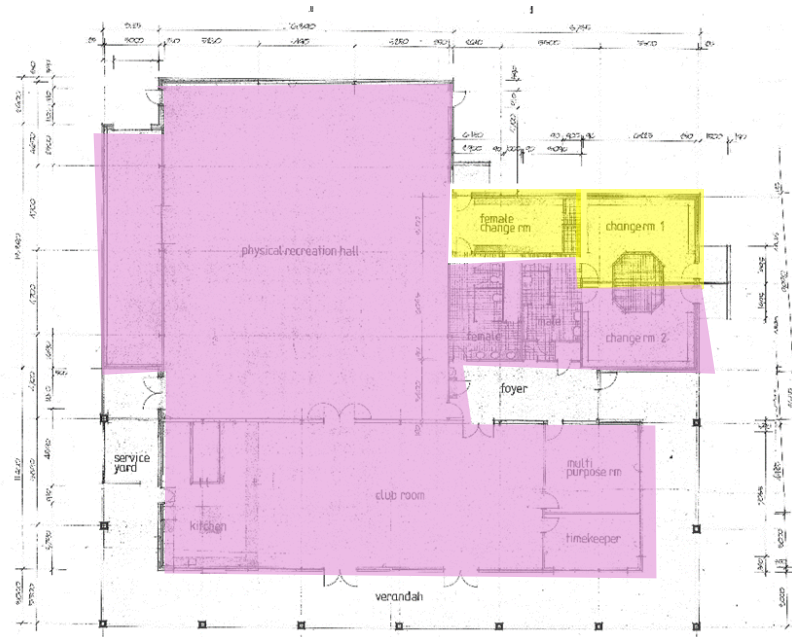
Office Held: Office Held:

Annexure 1 – Sketch of Premises

GINGIN RECREATION CENTRE

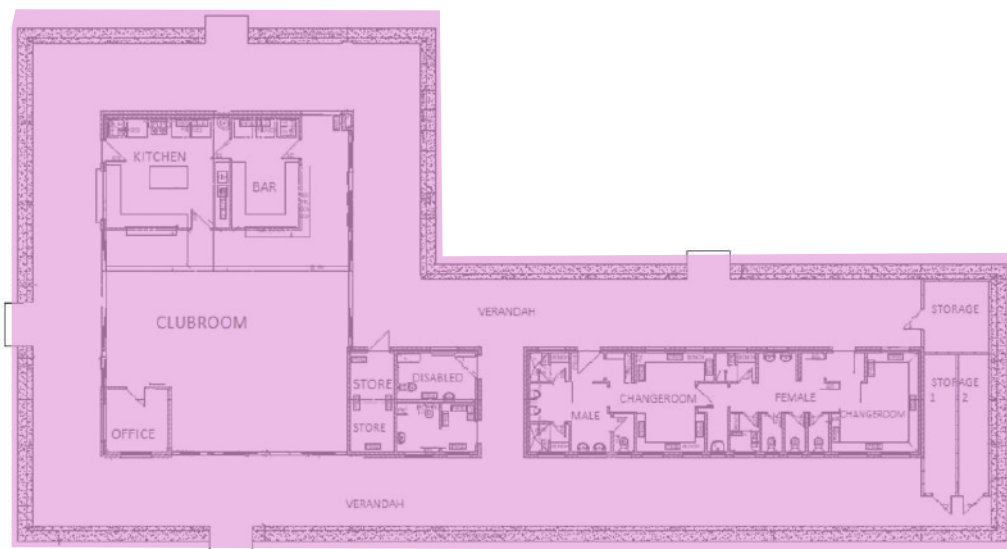


BENDIGO CLUB ROOMS



 LICENSED AREA

 LEASED AREA



Annexure 2 – Approval of the Minister for Lands

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

Annexure 3 – Maintenance and Cleaning Schedule

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

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

Lessee Responsibilities:

INTERNAL

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

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

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

EXTERNAL

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

In particular, the following items must be given attention:

External	Lessee Responsibilities
Windows	To be kept clean, operable and lockable at all times.
Doors	To be kept clean, free from any marks, damage and cobwebs. To be lockable and operable. Any door closers or other devices fitted should be maintained in good working order. NOTE: Locks are not to be changed or altered. All locks are keyed to Lessor's Master Key System. Lessee is responsible for the costs of lost keys and associated replacement.
Security Screens	To be kept clean and firmly fixed. Any cobwebs to be regularly removed.
Walls	To be kept clean, free from any marks, damage and cobwebs.

Verandah	To be kept clean and free from cobwebs. To be kept clean, tidy and free from litter, rubbish, leaves and debris.
Eaves	To be kept clean and free from cobwebs.
Pathways	To be kept clear of rubbish and to be swept regularly. Vegetation surrounding the building not to be damaged or removed.
Light Fittings	To be kept clean and free from cobwebs. Replace all light globes which may fail.
Signs	Any signs installed by the Lessee, located on the building are to be regularly maintained and kept in a safe condition. Signs that may become damaged are to be replaced immediately. Any approvals or licences for signs are to be kept current.
Outdoor Sponsorship Signs	To be maintained to not less than the standard outlined above. Sponsorship Signs require approval of the Lessor before being installed.
Surrounds	To be kept clean, tidy and free from litter, rubbish, leaves and debris.
Rubbish Bins	Rubbish bins are to be kept neat and clean. To be placed in the designated areas. Bin enclosures to be kept clear of all rubbish and secured.

Lessor Responsibilities

Internal / External	Lessor Responsibilities
Gutter Cleaning	To maintain and clean guttering of natural product, including leaves, twigs and soil.
Fire Protection Equipment	To service and replace fire equipment as required.
Building Structural Repairs	To maintain and repair the building structure from wear and tear.
External Drainage	To repair external drainage infrastructure failure.
Redecoration	To redecorate as required.
Air conditioning	The annual maintenance report is to be undertaken by a licensed provider.
Stove, Refrigerators, Heaters, & White Goods Fans, & other	All items to be tested and tagged by a licensed provided in accordance with <i>AS/NZS 3760-2010 In service safety inspection and testing of electrical equipment.</i>

Sinks, Pedestal Cisterns	Basins, Pans &	Clearing of all blockages and repairs to fittings.
Toilets & Showers		To clear all blockages. Replacement and repair of fittings such as taps, roll dispensers and coat hangers. A quarterly provision of consumables (i.e. toilet paper, paper towels) will be provided subject to usage (as reported on a quarterly basis plus a "group use" allocation).

14.3 MONTHLY FINANCIAL REPORT FOR THE PERIOD ENDING 31 OCTOBER 2025

File	FIN/25
Author	Karina Leonhardt - Manager Corporate Services
Reporting Officer	Rachael Wright - Executive Manager Corporate Services
Refer	Nil
Appendices	1. 2025-26 Monthly Financial Report October 2025 [14.3.1 - 23 pages]

DISCLOSURES OF INTEREST

PURPOSE

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

BACKGROUND

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

COMMENT

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

A break-up of the **\$2,229,104** variance in the Monthly Financial Report for the period ending 31 October 2025 is summarised across operations, investing and financing below, with a detailed explanation of variations within each area contained within the **Appendix**.

Under Budget

Opening Funding Surplus/Deficit	\$763,103
Operating Expenditure	\$1,049,727
Investing Activities – Expenditure	\$275,478

Over Budget

Operating Revenue	\$80,246
Investing Activities – Revenue	\$61,087
Financing Activities – Revenue	\$596
Financing Activities – Expenditure	\$(1,133)

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

It should be noted that the 2024/2025 opening surplus is unaudited and may change after finalisation of the audit process.

Investments

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

STATUTORY/LOCAL LAW IMPLICATIONS

Local Government Act 1995

Part 6 – Financial Management

Division 3 – Reporting on activities and finance

Section 6.4 – Financial Report

Local Government (Financial Management) Regulations 1996

Part 4 – Financial Reports

Reg 34 – Financial activity statement required each month.

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

RISK IMPLICATIONS

Not applicable

POLICY IMPLICATIONS

Policy 3.2 – Investments

BUDGET IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2024-2034

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

VOTING REQUIREMENTS – SIMPLE MAJORITY

OFFICER RECOMMENDATION

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

**SHIRE OF GINGIN
MONTHLY FINANCIAL REPORT**

For the period ended 31 October 2025

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

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AGENDA ORDINARY COUNCIL MEETING 18 NOVEMBER 2025

APPENDIX 14.3.1

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

Note	Amended Budget Estimates (a) \$	YTD Budget Estimates (b) \$	YTD Actual (c) \$	Variance* \$ (c) - (b) \$	Variance* % ((c) - (b))/(b) %	Var.
OPERATING ACTIVITIES						
Revenue from operating activities						
General rates	8,311,526	8,311,526	8,311,526	0	0.00%	
Rates excluding general rates	3,616,345	3,606,660	3,606,660	0	0.00%	
Grants, subsidies and contributions	3,012,036	1,038,457	862,962	(175,495)	(16.90%)	▼
Fees and charges	5,138,826	3,110,558	3,198,684	88,126	2.83%	
Interest revenue	402,637	42,000	109,844	67,844	161.53%	▲
Other revenue	340,108	108,674	208,445	99,771	91.81%	▲
Profit on asset disposals	45,025	0	0	0	0.00%	
	20,866,503	16,217,875	16,298,121	80,246	0.49%	
Expenditure from operating activities						
Employee costs	(8,077,400)	(2,692,652)	(2,329,975)	362,677	13.47%	▲
Materials and contracts	(10,223,566)	(3,615,968)	(2,870,701)	745,267	20.61%	▲
Utility charges	(566,166)	(188,728)	(162,468)	26,260	13.91%	
Depreciation	(11,002,864)	(3,667,648)	(11,097)	3,656,551	99.70%	▲
Finance costs	(195,291)	(13,629)	(35,925)	(22,296)	(163.59%)	
Insurance	(472,672)	(472,672)	(489,854)	(17,182)	(3.64%)	
Other expenditure	(821,284)	(98,333)	(143,332)	(44,999)	(45.76%)	▼
Loss on asset disposals	(92,739)	0	0	0	0.00%	
	(31,451,982)	(10,749,630)	(6,043,352)	4,706,278	43.78%	
Non cash amounts excluded from operating activities	2(c) 11,142,078	3,667,648	11,097	(3,656,551)	(99.70%)	▼
Amount attributable to operating activities	556,599	9,135,893	10,265,866	1,129,973	12.37%	
INVESTING ACTIVITIES						
Inflows from investing activities						
Proceeds from capital grants, subsidies and contributions	9,685,062	0	61,087	61,087	0.00%	
Proceeds from disposal of assets	267,000	0	0	0	0.00%	
Proceeds from financial assets at amortised cost - self supporting loans	2,430	0	0	0	0.00%	
Proceeds on disposal of financial assets at fair value through profit and loss	2,036	0	0	0	0.00%	
	9,956,528	0	61,087	61,087	0.00%	
Outflows from investing activities						
Right of use assets recognised	(15,234)	(15,234)	(15,830)	(596)	(3.91%)	
Acquisition of property, plant and equipment	(2,680,537)	(518,000)	(494,606)	23,394	4.52%	
Acquisition of infrastructure	(11,640,702)	(386,664)	(134,580)	252,084	65.19%	▲
	(14,336,473)	(919,898)	(645,016)	274,882	29.88%	
Non-cash amounts excluded from investing activities	2(d) 15,234	15,234	15,830	596	3.91%	
Amount attributable to investing activities	(4,364,711)	(904,664)	(568,099)	336,565	37.20%	
FINANCING ACTIVITIES						
Inflows from financing activities						
Leases liabilities recognised	15,234	15,234	15,830	596	3.91%	
Transfer from reserves	2,220,109	0	0	0	0.00%	
	2,235,343	15,234	15,830	596	3.91%	
Outflows from financing activities						
Payments for principal portion of lease liabilities	(22,408)	(10,992)	(10,992)	0	0.00%	
Repayment of borrowings	(272,117)	(44,378)	(44,378)	0	0.00%	
Transfer to reserves	(1,412,452)	0	(537)	(537)	0.00%	
	(1,706,977)	(55,370)	(55,907)	(537)	(0.97%)	
Non-cash amounts excluded from financing activities	2(e) (15,234)	(15,234)	(15,830)	(596)	(3.91%)	
Amount attributable to financing activities	513,132	(55,370)	(55,907)	(537)	(0.97%)	
MOVEMENT IN SURPLUS OR DEFICIT						
Surplus or deficit at the start of the financial year	2(a) 3,264,978	3,264,978	4,028,081	763,103	23.37%	▲
Amount attributable to operating activities	556,599	9,135,893	10,265,866	1,129,973	12.37%	▲
Amount attributable to investing activities	(4,364,711)	(904,664)	(568,099)	336,565	37.20%	▲
Amount attributable to financing activities	513,132	(55,370)	(55,907)	(537)	(0.97%)	
Surplus or deficit after imposition of general rates	(30,001)	11,440,837	13,669,941	2,229,104	19.48%	▲

KEY INFORMATION

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

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

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

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

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

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

	Actual 30 June 2025 \$	Actual as at 31 October 2025 \$
CURRENT ASSETS		
Cash and cash equivalents	17,666,084	23,862,461
Trade and other receivables	1,193,642	4,458,837
Other financial assets	4,465	4,465
Inventories	30,210	57,320
Other assets	279,618	74,782
TOTAL CURRENT ASSETS	19,174,019	28,457,865
NON-CURRENT ASSETS		
Trade and other receivables	172,912	172,912
Other financial assets	89,302	89,302
Property, plant and equipment	68,826,885	69,321,491
Infrastructure	211,083,396	211,217,975
Right-of-use assets	25,142	29,875
TOTAL NON-CURRENT ASSETS	280,197,637	280,831,555
TOTAL ASSETS	299,371,656	309,289,420
CURRENT LIABILITIES		
Trade and other payables	2,369,572	1,590,105
Contract liabilities	698,684	769,764
Capital grant/contributions liabilities	2,663,376	3,013,210
Other liabilities	0	1
Lease liabilities	14,987	11,748
Borrowings	272,116	227,738
Employee related provisions	981,248	981,248
Other provisions	98,105	98,105
TOTAL CURRENT LIABILITIES	7,098,088	6,691,919
NON-CURRENT LIABILITIES		
Lease liabilities	10,547	18,624
Borrowings	1,795,924	1,795,924
Employee related provisions	198,046	198,046
Other provisions	6,016,619	6,016,619
TOTAL NON-CURRENT LIABILITIES	8,021,136	8,029,213
TOTAL LIABILITIES	15,119,224	14,721,132
NET ASSETS	284,252,432	294,568,288
EQUITY		
Retained surplus	43,647,233	53,962,551
Reserve accounts	8,428,593	8,429,131
Revaluation surplus	232,176,606	232,176,606
TOTAL EQUITY	284,252,432	294,568,288

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

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

1 BASIS OF PREPARATION AND MATERIAL ACCOUNTING POLICIES

BASIS OF PREPARATION

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

Local Government Act 1995 requirements

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

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

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

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

PREPARATION TIMING AND REVIEW

Date prepared: All known transactions up to 31 October 2025

THE LOCAL GOVERNMENT REPORTING ENTITY

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

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

MATERIAL ACCOUNTING POLICIES

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

Critical accounting estimates and judgements

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

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

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

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

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

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

2 NET CURRENT ASSETS INFORMATION

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

	Amended Budget Opening 1 July 2025	Actual as at 30 June 2025	Actual as at 31 October 2025
Note	\$	\$	\$
Current assets			
Cash and cash equivalents	10,997,067	17,666,084	23,862,461
Trade and other receivables	162,174	1,193,642	4,458,837
Other financial assets	4,554	4,465	4,465
Inventories	32,101	30,210	57,320
Other assets	276,783	279,618	74,782
	12,932,248	19,174,019	28,457,865
Less: current liabilities			
Trade and other payables	(2,137,340)	(2,369,572)	(1,590,105)
Other liabilities	(2,191,277)	(3,362,060)	(3,782,975)
Lease liabilities	(15,665)	(14,987)	(11,748)
Borrowings	(530,585)	(272,116)	(227,738)
Employee related provisions	(997,391)	(981,248)	(981,248)
Other provisions	0	(98,105)	(98,105)
	(5,872,258)	(7,098,088)	(6,691,919)
Net current assets	7,059,990	12,075,931	21,765,946
Less: Total adjustments to net current assets	2(b) (7,059,990)	(8,047,850)	(8,096,005)
Closing funding surplus / (deficit)	0	4,028,081	13,669,941

(b) Current assets and liabilities excluded from budgeted deficiency

Adjustments to net current assets			
Less: Reserve accounts	(7,601,686)	(8,428,593)	(8,429,131)
Less: Financial assets at amortised cost - self supporting loans	(4,554)	(4,465)	(4,465)
Add: Current liabilities not expected to be cleared at the end of the year			
- Current portion of lease liabilities	15,665	14,987	11,748
- Current portion of borrowings	530,585	272,116	227,738
- Current portion of other provisions	0	98,105	98,105
Total adjustments to net current assets	2(a) (7,059,990)	(8,047,850)	(8,096,005)

(c) Non-cash amounts excluded from operating activities

	Amended Budget Estimates 30 June 2026	YTD Budget Estimates 31 October 2025	YTD Actual 31 October 2025
	\$	\$	\$
Adjustments to operating activities			
Less: Profit on asset disposals	(45,025)	0	0
Add: Loss on asset disposals	92,739	0	0
Add: Depreciation	11,002,864	3,667,648	11,097
Non-cash movements in non-current assets and liabilities:			
- Other provisions	91,500	0	0
Total non-cash amounts excluded from operating activities	11,142,078	3,667,648	11,097

(d) Non-cash amounts excluded from investing activities

Adjustments to investing activities			
Right of use assets received	15,234	15,234	15,830
Total non-cash amounts excluded from investing activities	15,234	15,234	15,830

(e) Non-cash amounts excluded from financing activities

Adjustments to financing activities			
Non cash proceeds from new leases	(15,234)	(15,234)	(15,830)
Total non-cash amounts excluded from financing activities	(15,234)	(15,234)	(15,830)

CURRENT AND NON-CURRENT CLASSIFICATION

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

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

3 EXPLANATION OF MATERIAL VARIANCES

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

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

Description	Var. \$ \$	Var. % %	
Revenue from operating activities			
Grants, subsidies and contributions	(175,495)	(16.90%)	▼
Timing of grant payments for emergency coastal erosion works and timing of payments for ESL operating grants and other fire related contributions.			
Interest revenue	67,844	161.53%	▲
Timing of term deposit interest and interest on bank accounts - See Note 3			
Other revenue	99,771	91.81%	▲
Long service leave accruals reimbursed from other councils and other reimbursements.			
Expenditure from operating activities			
Employee costs	362,677	13.47%	▲
Vacant positions and timing of training and development			
Materials and contracts	745,267	20.61%	▲
Timing of maintenance works - various: roads, parks and gardens, ovals etc; timing of fire mitigation works; timing of engagement of consultants and contractors.			
Depreciation	3,656,551	99.70%	▲
Depreciation of fixed assets			
Other expenditure	(44,999)	(45.76%)	▼
Expenditure for Palletes and Plates event earlier than the budget profile; higher DAP planning fees; timing of environmental allocations to groups: Ellen Brockman Catchment and Moore Catchment Council.			
Non cash amounts excluded from operating activities	(3,656,551)	(99.70%)	▼
Depreciation of fixed assets			
Outflows from investing activities			
Acquisition of infrastructure	252,084	65.19%	▲
Timing of Capital works - see note 5			
Surplus or deficit at the start of the financial year	763,103	23.37%	▲
Gravel and materials supply and other contractor works unable to be carried out prior to year end. Lesser impact of new long services leave regulations, inflation and discount factors in leave provisions.			
Surplus or deficit after imposition of general rates	2,229,104	19.48%	▲

SHIRE OF GINGIN
SUPPLEMENTARY INFORMATION
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BASIS OF PREPARATION - SUPPLEMENTARY INFORMATION

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

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

1 KEY INFORMATION

Funding Surplus or Deficit Components

	Funding surplus / (deficit)			
	Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
Opening	\$3.26 M	\$3.26 M	\$4.03 M	\$0.76 M
Closing	(\$0.03 M)	\$11.44 M	\$13.67 M	\$2.23 M

Refer to Statement of Financial Activity

Cash and cash equivalents		
	\$23.86 M	% of total
Unrestricted Cash	\$15.43 M	64.7%
Restricted Cash	\$8.43 M	35.3%

Refer to 3 - Cash and Financial Assets

Payables		
	\$1.59 M	% Outstanding
Trade Payables	\$0.42 M	
0 to 30 Days		100.0%
Over 30 Days		0.0%
Over 90 Days		0.0%

Refer to 9 - Payables

Receivables		
	\$1.12 M	% Collected
Rates Receivable	\$3.34 M	73.3%
Trade Receivable	\$1.12 M	% Outstanding
Over 30 Days		91.1%
Over 90 Days		87.7%

Refer to 7 - Receivables

Key Operating Activities

Amount attributable to operating activities			
Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
\$0.56 M	\$9.14 M	\$10.27 M	\$1.13 M

Refer to Statement of Financial Activity

Rates Revenue		
YTD Actual	\$8.31 M	% Variance
YTD Budget	\$8.31 M	0.0%

Grants and Contributions		
YTD Actual	\$0.86 M	% Variance
YTD Budget	\$1.04 M	(16.7%)

Refer to 13 - Grants and Contributions

Fees and Charges		
YTD Actual	\$3.20 M	% Variance
YTD Budget	\$3.11 M	2.8%

Refer to Statement of Financial Activity

Key Investing Activities

Amount attributable to investing activities			
Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
(\$4.36 M)	(\$0.90 M)	(\$0.57 M)	\$0.34 M

Refer to Statement of Financial Activity

Proceeds on sale		
YTD Actual	\$0.00 M	%
Amended Budget	\$0.27 M	(100.0%)

Refer to 6 - Disposal of Assets

Asset Acquisition		
YTD Actual	\$0.63 M	% Spent
Amended Budget	\$14.32 M	(98.8%)

Refer to 5 - Capital Acquisitions

Capital Grants		
YTD Actual	\$0.06 M	% Received
Amended Budget	\$9.69 M	(99.4%)

Refer to 5 - Capital Acquisitions

Key Financing Activities

Amount attributable to financing activities			
Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
\$0.51 M	(\$0.06 M)	(\$0.06 M)	(\$0.00 M)

Refer to Statement of Financial Activity

Borrowings	
Principal repayments	(\$0.04 M)
Interest expense	\$0.01 M
Principal due	\$2.02 M

Refer to 10 - Borrowings

Reserves	
Reserves balance	\$8.43 M
Net Movement	\$0.00 M

Refer to 4 - Cash Reserves

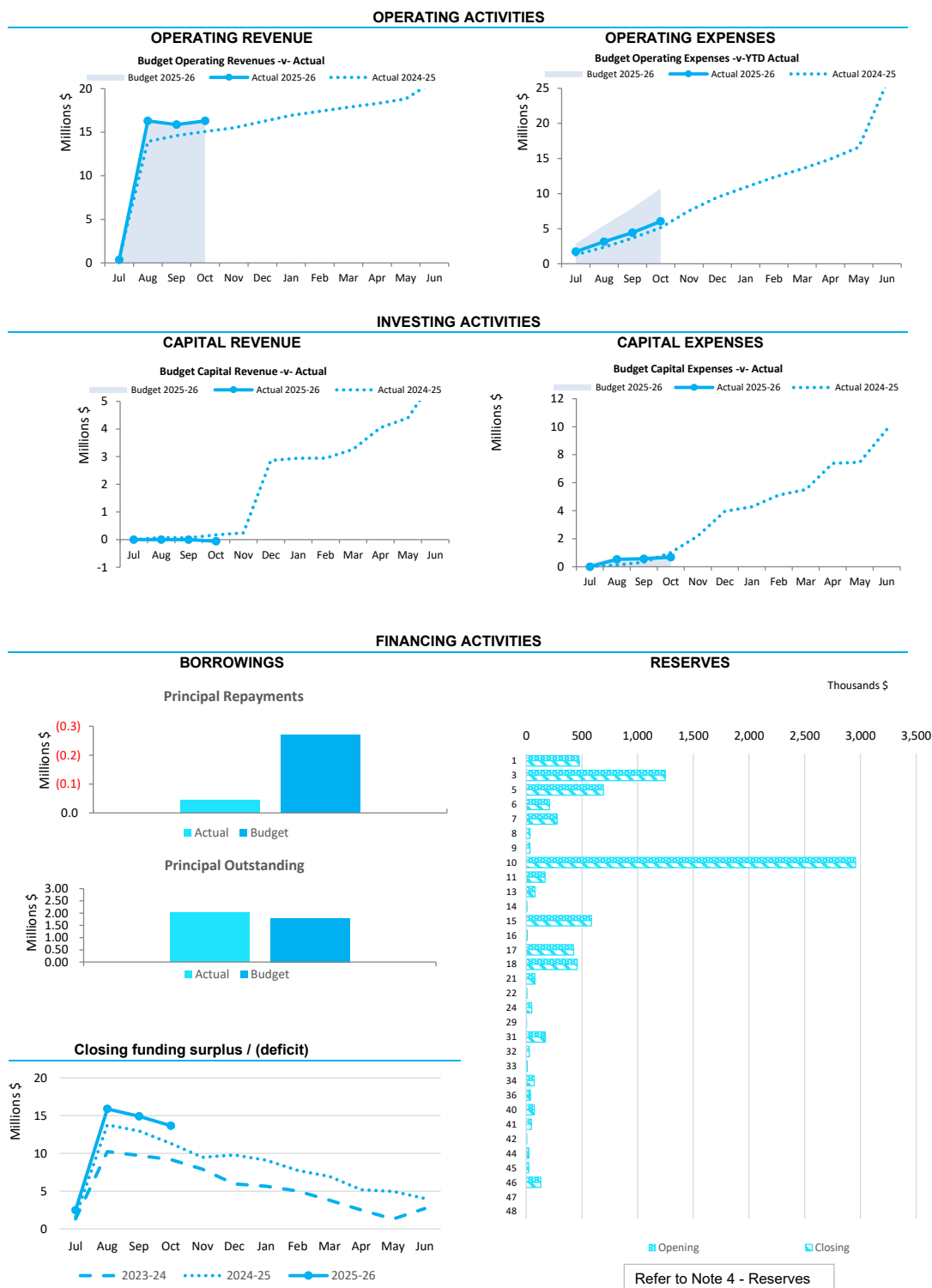
Lease Liability	
Principal repayments	(\$0.01 M)
Interest expense	(\$0.00 M)
Principal due	\$0.03 M

Refer to Note 11 - Lease Liabilities

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

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

2 KEY INFORMATION - GRAPHICAL



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

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

3 CASH AND FINANCIAL ASSETS AT AMORTISED COST

Description	Classification	Unrestricted	Reserve Accounts	Total	Trust	Institution	Interest Rate	Maturity Date
		\$	\$	\$	\$			
Municipal Bank Account	Cash and cash equivalents	4,421,348	0	4,421,348	0	Bendigo Bank	2.60%	At Call
Reserve Bank Account	Cash and cash equivalents	0	229,131	229,131	0	Bendigo Bank	2.60%	At Call
Cash on hand	Cash and cash equivalents	1,900	0	1,900	0	Petty Cash/Till float	N/A	At Call
Term Deposit Municipal 5196473	Cash and cash equivalents	3,000,000	0	3,000,000	0	Bendigo Bank	4.15%	23/01/2026
Term Deposit Municipal 5246286	Cash and cash equivalents	2,000,000	0	2,000,000	0	Bendigo Bank	4.00%	18/02/2026
Term Deposit Reserve 5183044	Cash and cash equivalents	0	7,000,000	7,000,000	0	Bendigo Bank	4.20%	8/01/2026
Term Deposit Reserve 5221018	Cash and cash equivalents	0	1,200,000	1,200,000	0	Bendigo Bank	4.10%	19/02/2026
Term Deposit Municipal 5262059	Cash and cash equivalents	2,000,000	0	2,000,000	0	Bendigo Bank	3.75%	08/12/2025
Term Deposit Municipal 5273845	Cash and cash equivalents	3,000,000	0	3,000,000	0	Bendigo Bank	4.15%	21/04/2026
Term Deposit Municipal 5275856	Cash and cash equivalents	1,010,082	0	1,010,082	0	Bendigo Bank	3.50%	24/11/2025
Total		15,433,330	8,429,131	23,862,461	0			
Comprising								
Cash and cash equivalents		15,433,330	8,429,131	23,862,461	0			
		15,433,330	8,429,131	23,862,461	0			

KEY INFORMATION

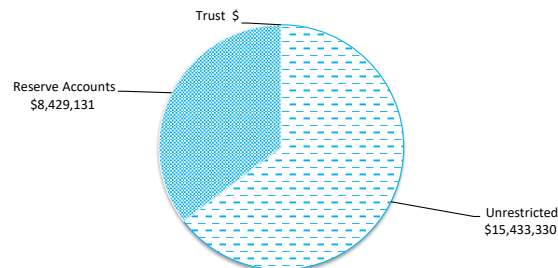
Cash and cash equivalents include cash on hand, cash at bank, deposits available on demand with banks and other short term highly liquid investments with original maturities of three months or less that are readily convertible to known amounts of cash and which are subject to an insignificant risk of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

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

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

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

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



AGENDA ORDINARY COUNCIL MEETING 18 NOVEMBER 2025

APPENDIX 14.3.1

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

4 RESERVE ACCOUNTS

Reserve account name	Budget				Actual			
	Opening Balance	Transfers In (+)	Transfers Out (-)	Closing Balance	Opening Balance	Transfers In (+)	Transfers Out (-)	Closing Balance
	\$	\$	\$	\$	\$	\$	\$	\$
Reserve accounts restricted by Council								
1 LSL Annual Sick Leave and Staff Contingency	476,067	8,492	0	484,559	476,066	30	0	476,096
3 Plant and Equipment Reserve	1,267,543	22,610	(658,000)	632,153	1,249,543	80	0	1,249,623
5 Land and Buildings Reserve	715,041	12,754	(307,950)	419,845	693,971	44	0	694,015
6 Guilderton Caravan Park Reserve	209,708	3,741	0	213,449	209,708	13	0	209,721
7 Shire Recreation Development Reserve	277,141	4,943	(185,000)	97,084	277,141	18	0	277,159
8 Redfield Park Reserve	34,867	622	0	35,489	34,867	2	0	34,869
9 Ocean Farm Recreation Reserve	34,525	616	0	35,141	34,525	2	0	34,527
10 Tip Rationalisation Reserve	2,912,246	351,947	(598,390)	2,665,803	2,955,789	189	0	2,955,978
11 Lancelin Community Sport and Recreation Reserve	158,961	31,093	0	190,054	169,870	11	0	169,881
13 Community Infrastructure	88,925	216,579	0	305,504	78,016	5	0	78,021
14 Staff Housing Reserve	6,362	113	0	6,475	6,362	0	0	6,362
15 Future Infrastructure Reserve	586,461	10,461	0	596,922	586,461	37	0	586,498
16 Guilderton Country Club Reserve	9,286	8,398	0	17,684	9,586	1	0	9,587
17 Coastal Management Reserve - Coastal Inundation	448,523	108,000	(228,734)	327,789	425,374	27	0	425,401
18 Guilderton Foreshore Reserve	452,867	370,889	(96,950)	726,806	457,063	29	0	457,092
21 Seniors Housing Reserve	78,053	33,492	(77,585)	33,960	78,053	5	0	78,058
22 Gingin Railway Station Reserve	6,367	114	0	6,481	6,368	0	0	6,368
24 Contributions to Roads Reserve - Cullalla Road Intersection	50,001	892	0	50,893	50,001	3	0	50,004
29 Contribution to Roads Reserve - Chitna Road	3,333	59	0	3,392	3,333	0	0	3,333
31 Contribution to Roads Reserve - Balance of Muni Funds	171,699	3,063	0	174,762	172,660	11	0	172,671
32 Community Infrastructure Reserve - Lower Coastal Fire Control	28,002	499	0	28,501	28,002	2	0	28,004
33 Community Infrastructure Reserve - Gingin Logo Plates	10,396	485	0	10,881	10,487	1	0	10,488
34 Community Infrastructure Reserve - Gingin Ambulance	72,075	7,286	0	79,361	72,075	5	0	72,080
36 Community Infrastructure - Lancelin Ambulance	38,513	18,687	0	57,200	38,514	2	0	38,516
40 Public Open Space	72,265	1,289	(55,000)	18,554	72,265	5	0	72,270
41 Guilderton Trailer Parking Reserve	47,126	5,758	0	52,884	47,502	3	0	47,505
42 Gingin Outdoor Activity Space (GOAS) Playground	5,857	104	0	5,961	5,857	0	0	5,858
44 Community Resilience Reserve	24,615	439	0	25,054	24,615	2	0	24,617
45 Contribution to Roads Reserve - Aurisch Road Maintenance	24,480	12,937	(12,500)	24,917	22,689	1	0	22,690
Community Infrastructure - Development Reserve Fund Lot 601								
46 Brockman Street (Brookview Estate)	98,038	98,133	0	196,171	131,830	8	0	131,838
47 Community Facilities Fund	0	66,848	0	66,848	0	0	0	0
48 Maritime Facilities Fund	0	11,109	0	11,109	0	0	0	0
	8,409,343	1,412,452	(2,220,109)	7,601,686	8,428,593	537	0	8,429,131

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

INVESTING ACTIVITIES

5 CAPITAL ACQUISITIONS

Capital acquisitions	Amended		YTD Actual	YTD Variance
	Budget	YTD Budget		
	\$	\$	\$	\$
Buildings - non specialised	61,000	0	0	0
Buildings - specialised	692,937	28,000	30,132	2,132
Plant and equipment	1,451,600	490,000	464,474	(25,526)
PPE - Vehicles	475,000	0	0	0
Acquisition of property, plant and equipment	2,680,537	518,000	494,606	(23,394)
Infrastructure - roads	2,894,185	60,000	24,566	(35,434)
Infrastructure - Footpaths and cycleways	200,749	0	0	0
Infrastructure - Parks and ovals	624,375	140,000	62,311	(77,689)
Infrastructure - Other	52,000	20,000	10,985	(9,015)
Infrastructure - Bridges	7,369,393	0	0	0
Infrastructure - Landfill assets	500,000	166,664	36,718	(129,946)
Acquisition of infrastructure	11,640,702	386,664	134,580	(252,084)
Total capital acquisitions	14,321,239	904,664	629,186	(275,478)
Capital Acquisitions Funded By:				
Capital grants and contributions	9,685,062	0	61,087	61,087
Other (disposals & C/Fwd)	267,000	0	0	0
Reserve accounts				
Plant and Equipment Reserve	658,000	0	0	0
Land and Buildings Reserve	307,950	0	0	0
Shire Recreation Development Reserve	185,000	0	0	0
Tip Rationalisation Reserve	598,390	0	0	0
Coastal Management Reserve - Coastal Inundation	228,734	0	0	0
Guilderton Foreshore Reserve	96,950	0	0	0
Seniors Housing Reserve	77,585	0	0	0
Contribution - operations	2,216,568	904,664	568,099	(336,565)
Capital funding total	14,321,239	904,664	629,186	(275,478)

KEY INFORMATION

Initial recognition

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

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

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

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

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

Measurement after recognition

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

Reportable Value

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

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

AGENDA ORDINARY COUNCIL MEETING 18 NOVEMBER 2025

APPENDIX 14.3.1

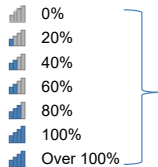
SHIRE OF GINGIN
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 OCTOBER 2025

INVESTING ACTIVITIES

5 CAPITAL ACQUISITIONS (CONTINUED) - DETAILED

Capital expenditure total

Level of completion indicators



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

	Account Description	Amended		YTD Actual	Variance (Under)/Over
		Budget	YTD Budget		
		\$	\$	\$	\$
BC11100-141101120	Granville Civic Centre - Building (Capital)	51,680	0	0	0
BC11190-141101120	Gingin Aquatic Centre Building Operations - Building	30,000	0	0	0
BC11200-141102120	Ablution Block - Guilderton Foreshore - Building	20,000	0	228	(228)
BC11261-141102120	Ablution Block - Lancelin Back Beach - Building (Capital)	10,000	10,000	7,670	2,330
BC11290-141102120	Ablution Block - Lancelin Back Beach - Building (C	10,000	10,000	5,600	4,400
BC11318-141103120	Ablution Facility Silver Creek - Building (Capital)	30,000	0	0	0
BC1154-141103120	Ablution Block - Ledge Point Oval - Building (Capital)	300,000	0	0	0
BC1181-141103120	Ablution Block - Ledge Point Oval - Building (Capi	10,000	5,000	5,800	(800)
BC1191-141103120	Ablution Block - Lancelin Wangaree Park - Building	6,000	3,000	3,326	(326)
BC12100-141201120	Guilderton Shire Depot - Building (Capital)	6,000	0	0	0
BC12200-141201140	Lancelin/Ledge Point Depot - Building (Capital)	26,000	0	0	0
BC12290-141201140	Sovereign Hill Entry Statement - Building (Capital)	35,000	0	0	0
BC13243-141302120	Gingin Colocation Fire Facility - Building (Capital)	20,000	0	0	0
BC5100-140501120	Gingin Colocation Fire Facility - Building (Capita	39,569	0	0	0
BC5180-140501120	Ledge Point Fire Shed - Building (Capital)	25,000	0	0	0
BC8390-140803120	Lancelin Playgroup - Building (Capital)	40,000	0	0	0
BC9490-140904120	Seniors Units - Lancelin - Building (Capital)	77,585	0	7,508	(7,508)
BSR0001-140802120	Bus Shelter Replacement Program	17,103	0	0	0
P003-141203300	John Deere Grader GG003 - Plant Capital	400,000	0	0	0
P013-141203310	Isuzu Utility 4WD Space Cab - GG Maint Supervisor	75,000	0	0	0
P017-141203310	Isuzu Utility 4WD Space Cab (tipper) - Guilderton	70,000	0	0	0
P019-141203300	Purchase of Tractor GG019 - Capital Project	140,000	140,000	140,000	0
P020-141203300	Isuzu Utility 4WD Space Cab (tipper) - LA Gardener	60,000	0	0	0
P033-141203310	Isuzu Utility 4WD Space Cab (tipper) - LA Gardene	60,000	0	0	0
P048-141203300	Crew Cab Truck GG048 - Plant Capital	175,000	0	0	0
P050-141203310	Isuzu Utility 4WD Dual Cab - Construction Ute GG05	70,000	0	0	0
P056-141203300	Flatbed Crew Cab Truck GG056 - Plant Capital	350,000	350,000	318,474	31,526
P085-141203300	Forklift GG085 - Plant Capital	40,000	0	0	0
P09-140501310	4WD Utility Dual Cab BRMO	70,000	0	0	0
P095-141203300	Mower (Toro) Gingin - Capital Project	40,000	0	0	0
P2-141402330	Purchase of EMCS Vehicle 2GG - (Capital)	70,000	0	0	0
P3-140704310	Isuzu MU-X EHO 3GG - Capital Project	60,000	0	0	0
P6-141402300	Isuzu MU-X Pool Car 6GG - Capital Project	60,000	0	0	0
PE07700-140707300	Gingin Medical Centre - Plant Capital	70,000	0	0	0
PE11200-141102300	Gingin Aquatic Centre - Plant Capital	116,600	0	6,000	(6,000)
BR661-141201670	Weld St Bridge - Bridge (Capital)	7,369,393	0	0	0
DC000-141201650	Drainage Construction	31,519	0	0	0
DC097-141201660	Brookman Street - Gingin - Drainage Capital	161,126	0	0	0
DC178-141201650	Edward Street - Gingin - Drainage Capital	213,125	0	0	0
FC000-141201700	Footpath Construction	200,749	0	0	0
LF10100-141007650	Construction Costs Capital Gingin Landfill	166,667	55,555	3,488	52,068
LF10170-141007650	Construction Costs Capital Seabird Landfill	166,667	55,555	0	55,555
LF10190-141007650	Construction Costs Capital Lancelin Landfill	166,666	55,554	33,230	22,324
OC11200-141102900	Lancelin Pioneer Park- Infrastructure Other (Capital)	20,000	20,000	10,985	9,015
OC1162-141103900	Gabbadah Park- Infrastructure Other	20,000	0	0	0
OC1190-141103900	Lancelin Pioneer Park- Infrastructure Other (Capi	7,000	0	0	0
OC1191-141103900	Lancelin Wangaree Park- Infrastructure Other (Capi	5,000	0	0	0
PC11330-141103700	Woodridge Recreation Grounds	25,000	0	0	0
PC11381-141103700	Ledge Point Country Club (Capital)	130,000	130,000	0	130,000
PC1162-141103700	Gabbadah Park	25,000	0	0	0
PC1189-141103700	Ledge Point Off-Road Vehicle Area - Capital works	48,375	0	45,978	(45,978)
PC1191-141103700	Lancelin Wangaree Park (Capital)	16,000	0	5,960	(5,960)
PC1192-141103700	Lancelin Harold Park - Infrastructure Parks & Gard	10,000	10,000	10,373	(373)
PC1199-141103700	Lancelin Off-Road Vehicle Area (Capital)	200,000	0	0	0
R2R044-141201460	Sandringham Road (R2R)	401,393	0	0	0
R2R052-141201460	Bennies Road (R2R)	456,342	0	0	0
RC004-141201420	Beermullah Road West (Capital)	30,000	15,000	0	15,000
RC007-141201420	Sappers Road (Capital)	30,000	15,000	0	15,000
RC039-141201420	Guilderton Road - Rural (Capital)	30,000	15,000	0	15,000
RC321-141201420	Ippolo Road (Capital)	20,000	0	0	0
RRG001-141201490	Moolabeenee Road (RRG)	170,120	0	0	0
RRG003-141201490	Cowalla Road (RRG)	1,320,560	0	24,566	(24,566)
TD0001-141103700	Gingin Heritage Trail Upgrade	140,000	0	0	0
-141103700	Renewal of Playgrounds	30,000	0	0	0
Total		14,321,239	904,664	629,186	275,478

AGENDA ORDINARY COUNCIL MEETING 18 NOVEMBER 2025

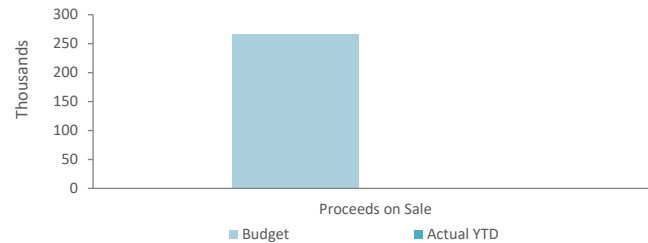
SHIRE OF GINGIN
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 OCTOBER 2025

APPENDIX 14.3.1

OPERATING ACTIVITIES

6 DISPOSAL OF ASSETS

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



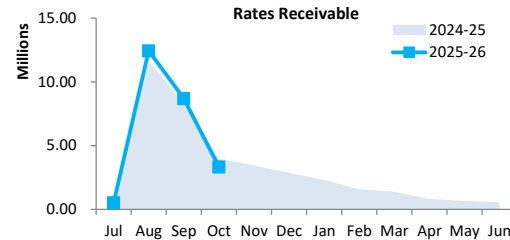
SHIRE OF GINGIN
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 OCTOBER 2025

OPERATING ACTIVITIES

7 RECEIVABLES

Rates receivable

	30 Jun 2025	31 Oct 2025
	\$	\$
Opening arrears previous year	757,894	572,666
Levied this year	11,148,315	11,918,186
Less - collections to date	(11,333,542)	(9,153,609)
Net rates collectable	572,666	3,337,243
% Collected	95.2%	73.3%



Receivables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$	\$
Receivables - general	(1,782)	97,179	13,493	22,482	934,647	1,066,019
Percentage	(0.2%)	9.1%	1.3%	2.1%	87.7%	
Balance per trial balance						
Trade receivables						1,066,019
GST receivable						93,181
Allowance for impairment of receivables from contracts with customers						(37,607)
Total receivables general outstanding						1,121,593

Amounts shown above include GST (where applicable)

KEY INFORMATION

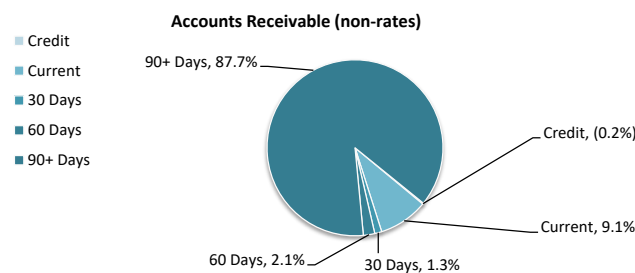
Trade and other receivables include amounts due from ratepayers for unpaid rates and service charges and other amounts due from third parties for goods sold and services performed in the ordinary course of business.

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

Classification and subsequent measurement

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

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



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

OPERATING ACTIVITIES

8 OTHER CURRENT ASSETS

	Opening Balance 1 July 2025	Asset Increase	Asset Reduction	Closing Balance 31 October 2025
	\$	\$	\$	\$
Other current assets				
Other financial assets at amortised cost				
Financial assets at amortised cost- advances	2,035	0	0	2,035
Financial assets at amortised cost - self supporting loans	2,430	0	0	2,430
Inventory				
Fuel	16,390	110,716	(83,605)	43,500
History Books	13,820	0	0	13,820
Other assets				
Prepayments	204,836	0	(204,836)	0
Contract assets	74,782	0	0	74,782
Total other current assets	314,293	110,716	(288,441)	136,567
Amounts shown above include GST (where applicable)				

KEY INFORMATION

Other financial assets at amortised cost

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

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

Inventory

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

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

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

OPERATING ACTIVITIES

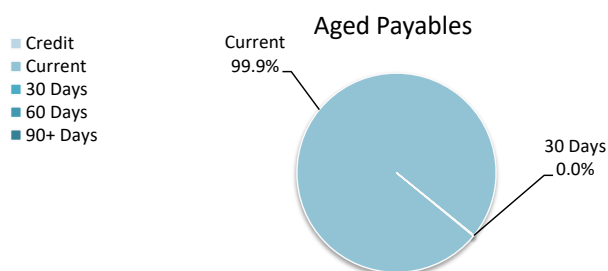
9 PAYABLES

Payables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$	\$
Payables - general	(616)	416,322	0	0	0	415,706
Percentage	(0.1%)	100.1%	0.0%	0.0%	0.0%	
Balance per trial balance						
Sundry creditors						415,706
ATO liabilities						24,161
Bonds & deposits						1,028,000
Prepaid rates (excess rates)						83,556
Accrued interest on loans						38,682
Total payables general outstanding						1,590,105

Amounts shown above include GST (where applicable)

KEY INFORMATION

Trade and other payables represent liabilities for goods and services provided to the Shire prior to the end of the period that are unpaid and arise when the Shire becomes obliged to make future payments in respect of the purchase of these goods and services. The amounts are unsecured, are recognised as a current liability and are normally paid within 30 days of recognition. The carrying amounts of trade and other payables are considered to be the same as their fair values, due to their short-term nature.



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

FINANCING ACTIVITIES

10 BORROWINGS

Repayments - borrowings

Information on borrowings Particulars		New Loans			Principal Repayments		Principal Outstanding		Interest Repayments	
		1 July 2025	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget
	Loan No.	\$	\$	\$	\$	\$	\$	\$	\$	\$
Tip Rationalisation Site	111	327,742	0	0	(12,745)	(25,903)	314,997	301,839	10,635	(20,857)
Seabird Sea Wall	127	35,582	0	0	(11,713)	(23,573)	23,869	12,009	(447)	(746)
Guilderton Country Club Hall Exten	114	163,579	0	0	0	(50,749)	163,579	112,830	0	(10,790)
Regional Hardcourt Facility	120	136,850	0	0	0	(30,918)	136,850	105,932	0	(8,634)
Regional Hardcourt Facility	124A	140,192	0	0	0	(25,794)	140,192	114,398	0	(5,526)
Gingin Swimming Pool Tiling	126	17,160	0	0	(8,514)	(17,160)	8,646	-0	266	(400)
Gingin Outdoor Activity Space	132	109,215	0	0	0	(17,559)	109,215	91,656	0	(1,501)
Lancelin Cunliffe Street Carpark	133	208,583	0	0	0	(22,151)	208,583	186,432	0	(9,256)
Altus Financials Suite	131	120,035	0	0	0	(9,891)	120,035	110,144	0	(2,279)
Lot 44 Weld Street, Gingin	123	74,674	0	0	(11,406)	(23,209)	63,268	51,465	2,599	(4,800)
Land for Future Gingin Sporting Pre	134	724,388	0	0	0	(22,780)	724,388	701,608	0	(38,340)
		2,058,001	0	0	(44,378)	(269,687)	2,013,623	1,788,314	13,053	(103,129)
Self supporting loans										
Ledge Point Country Club Cool Room		10,039	0	0	0	(2,430)	10,039	7,609	0	(204)
		10,039	0	0	0	(2,430)	10,039	7,609	0	(204)
Total		2,068,040	0	0	(44,378)	(272,117)	2,023,662	1,795,923	13,053	(103,333)
Current borrowings		272,117					227,738			
Non-current borrowings		1,795,923					1,795,924			
		2,068,040					2,023,662			

All debenture repayments were financed by general purpose revenue.

Self supporting loans are financed by repayments from third parties.

KEY INFORMATION

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

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

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

FINANCING ACTIVITIES

11 LEASE LIABILITIES

Movement in carrying amounts

Information on leases Particulars	Lease No.	1 July 2025	New Leases		Principal Repayments		Principal Outstanding		Interest Repayments	
			Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget
		\$	\$	\$	\$	\$	\$	\$	\$	\$
Lancelin administration office	1B	0	15,830	15,234	(2,548)	(7,421)	13,282	7,813	(51)	(229)
Photocopier	2A	18,054	0	0	(2,462)	(7,506)	15,592	10,548	0	0
IT Server	4	7,481	0	0	(5,982)	(7,481)	1,499	0	(11)	(229)
Total		25,535	15,830	15,234	(10,992)	(22,408)	30,373	18,361	(62)	(458)
Current lease liabilities		14,987					11,748			
Non-current lease liabilities		10,547					18,625			
		25,534					30,373			

All lease repayments were financed by general purpose revenue.

KEY INFORMATION

At inception of a contract, the Shire assesses if the contract contains or is a lease. A contract is or contains a lease, if the contract conveys the right to control the use of an identified asset for a period of time in exchange for consideration. At the commencement date, a right of use asset is recognised at cost and lease liability at the present value of the lease payments that are not paid at that date. The lease payments are discounted using that date. The lease payments are discounted using the interest rate implicit in the lease, if that rate can be readily determined. If that rate cannot be readily determined, the Shire uses its incremental borrowing rate.

All contracts classified as short-term leases (i.e. a lease with a remaining term of 12 months or less) and leases of low value assets are recognised as an operating expense on a straight-line basis over the term of the lease.

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

OPERATING ACTIVITIES

12 OTHER CURRENT LIABILITIES

	Note	Opening Balance 1 July 2025	Liability transferred from/(to) non current	Liability Increase	Liability Reduction	Closing Balance 31 October 2025
		\$	\$	\$	\$	\$
Other current liabilities						
Other liabilities						
Contract liabilities		698,684	0	176,398	(105,317)	769,765
Capital grant/contributions liabilities		2,663,376	0	395,812	(45,978)	3,013,210
Total other liabilities		3,362,060	0	572,210	(151,295)	3,782,975
Employee Related Provisions						
Provision for annual leave		568,167	0	0	0	568,167
Provision for long service leave		413,081	0	0	0	413,081
Total Provisions		981,248	0	0	0	981,248
Other Provisions						
Provision for Landfill rehabilitation		98,105	0	0	0	98,105
Total Other Provisions		98,105	0	0	0	98,105
Total other current liabilities		4,441,413	0	572,210	(151,295)	4,862,328

Amounts shown above include GST (where applicable)

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

KEY INFORMATION

Provisions

Provisions are recognised when the Shire has a present legal or constructive obligation, as a result of past events, for which it is probable that an outflow of economic benefits will result and that outflow can be reliably measured. Provisions are measured using the best estimate of the amounts required to settle the obligation at the end of the reporting period.

Employee Related Provisions

Short-term employee benefits

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

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

Other long-term employee benefits

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

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

Contract liabilities

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

Capital grant/contribution liabilities

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

AGENDA ORDINARY COUNCIL MEETING 18 NOVEMBER 2025

APPENDIX 14.3.1

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

OPERATING ACTIVITIES

13 GRANTS, SUBSIDIES AND CONTRIBUTIONS

Provider	Unspent grant, subsidies and contributions liability					Grants, subsidies and contributions revenue					
	Liability	Increase in Liability	Decrease in Liability	Liability	Current Liability	Amended Budget Revenue	YTD Budget	Annual Budget	Budget Variations	Expected	YTD Revenue Actual
	1 July 2025		(As revenue)	31 Oct 2025	31 Oct 2025						
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Grants and subsidies											
Financial Assistance Grant - General purpose	0	0	0	0	0	729,411	182,352	729,411	0	729,411	309,225
Financial Assistance Grant - Roads	0	0	0	0	0	631,879	157,970	631,879	0	631,879	0
Governance											
Seniors Week Grant	0	0	0	0	0	3,000	0	3,000	0	3,000	3,000
Law, order, public safety											
DFES Operating Grant	0	0	0	0	0	264,970	132,484	264,970	0	264,970	66,243
Education and Welfare											
Youth Week Grant	0	0	0	0	0	3,000	0	3,000	0	3,000	0
Development Disability WA Grant	0	0	0	0	0	0	0	0	0	0	1,000
International Volunteer Appreciation Day Grant	0	0	0	0	0	0	0	0	0	0	1,000
NRM Community Stewardship Grant - Conservation Project - Amazon Frogbit control	14,308	0	0	14,308	14,308	0	0	0	0	0	0
Australia Day Grant	0	0	0	0	0	10,000	0	10,000	0	10,000	0
Community Amenities											
CAP Grant Funding - Sand Renourishment - Grace Darling Park to Edward Island Point \$50,000	0	0	0	0	0	50,000	0	50,000	0	50,000	0
CAP Grant Funding - Northern Beach Alliance	0	0	0	0	0	0	0	17,588	(17,588)	0	0
2025-26 Coast WA Grant Program - Lancelin Coastal	0	0	0	0	0	150,000	150,000	150,000	0	150,000	0
CHRMAP Funding	0	0	0	0	0	20,000	0	20,000	0	20,000	0
Coastal Mgmt Plan/Strategy Grant CMPAP	0	0	0	0	0	10,580	0	10,580	0	10,580	0
Recreation and culture											
SLWA Encouraging Promising Practice Grant LA	0	0	0	0	0	10,534	0	10,534	0	10,534	0
Direct Road Grant MRWA	0	0	0	0	0	333,909	333,909	333,909	0	333,909	315,929
	14,308	0	0	14,308	14,308	2,217,283	956,715	2,234,871	(17,588)	2,217,283	696,396
Contributions											
General purpose funding											
Rates Incentive Prize Night	0	0	0	0	0	12,000	12,000	12,000	0.00	12,000	10,227
Law, order, public safety											
CESM Grant - DFES	0	0	0	0	0	102,909	42,677	102,909	0.00	102,909	17,982
BRMO Grant - DFES	95,048	50,780	(14,905)	130,923	130,923	72,994	0	72,994	0	72,994	14,905
MAF Mitigation - DFES	0	125,618	(77,523)	48,095	48,095	379,926	0	379,926	0	379,926	77,523
Gingin Resilience Project - Mindaroo Foundation	137,454	0	(12,889)	124,565	124,565	101,032	0	101,032	0	101,032	12,889
DFES Overtime Claims at Fires	0	0	0	0	0	5,000	0	5,000	0	5,000	10,547
DFES Overtime Claims - Training	0	0	0	0	0	0	0	0	0	0	3,822
Education and Welfare											
Youth Week Contributions	0	0	0	0	0	3,000	0	3,000	0	3,000	0
Community Amenities											
Claymont Estate Planning Contributions	0	0	0	0	0	27,200	9,064	27,200	0	27,200	16,000
Brookview Estate Planning Contributions	0	0	0	0	0	36,192	0	36,192	0	36,192	0
Lancelin South Planning Contributions	0	0	0	0	0	25,000	0	25,000	0	25,000	0
Recreation and culture											
Naming Sponsorship Gingin Aquatic Centre	0	0	0	0	0	10,000	10,000	10,000	0	10,000	0
Contribution income for Paletts and Plates	0	0	0	0	0	5,000	5,000	5,000	0	5,000	2,273
Library Contributions	0	0	0	0	0	0	0	0	0	0	182
Transport											
Contribution income for Aurisch Road Maintenance	0	0	0	0	0	12,500	0	12,500	0	12,500	0
Economic Services											
Guilderton Caravan Park Deposit Liability	451,874	0	0	451,874	451,874	0	0	0	0	0	0
Market Public Liability Insurance	0	0	0	0	0	2,000	0	2,000	0	2,000	216
	684,376	176,398	(105,317)	755,457	755,457	794,753	78,741	794,753	0	794,753	166,566
TOTALS	698,684	176,398	(105,317)	769,765	769,765	3,012,036	1,035,456	3,029,624	(17,588)	3,012,036	862,962

AGENDA ORDINARY COUNCIL MEETING 18 NOVEMBER 2025

APPENDIX 14.3.1

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

INVESTING ACTIVITIES

14 CAPITAL GRANTS, SUBSIDIES AND CONTRIBUTIONS

Provider	Capital grant/contribution liabilities					Capital grants, subsidies and contributions revenue					
	Liability 1 July 2025	Increase in Liability	Decrease in Liability (As revenue)	Liability 31 Oct 2025	Current Liability 31 Oct 2025	Amended Budget Revenue	YTD Budget	Annual Budget	Budget Variations	Expected	YTD Revenue Actual
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Capital grants and subsidies											
Law, order, public safety											
DFES - Capital Grant - Buildings	27,021	0	0	27,021	27,021	39,569	0	39,569	0	39,569	0
Ledge Point Off-road Vehicle Area	58,905	0	(45,978)	12,927	12,927	48,375	0	48,375	0	48,375	45,978
Transport											
Roads to Recovery	266,053	0	0	266,053	266,053	5,964,046	0	5,964,046	0	5,964,046	0
Financial Assistance Grants - Special Projects	2,311,397	0	0	2,311,397	2,311,397	2,311,398	0	2,311,398	0	2,311,398	0
Regional Roads Group	0	395,812	0	395,812	395,812	991,674	0	991,674	0	991,674	15,109
State Government Funding Master Trails Plan	0	0	0	0	0	130,000	0	130,000	0	130,000	0
Lancelin Off Road Vehicle Area Upgrades	0	0	0	0	0	200,000	0	200,000	0	200,000	0
	2,663,376	395,812	(45,978)	3,013,210	3,013,210	9,685,062	0	9,685,062	0	9,685,062	61,087

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

15 BUDGET AMENDMENTS

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

Description	Council Resolution	Classification	Non Cash Adjustment \$	Increase in Available Cash \$	Decrease in Available Cash \$	Amended Budget Running Balance \$
Budget adoption						0
OCM 19/08/2025 Item 16.1 Emergency Dune Mitigation - Jancelin Sands Hotel and Hinchcliffe Lookout - CAP Grant Funding - Northern Beach Alliance	AUG 2025/2026	Operating revenue	0	0	(17,588)	(17,588)
OCM 19/08/2025 Item 16.1 Emergency Dune Mitigation - Jancelin Sands Hotel and Hinchcliffe Lookout - CAP Grant Funding - Northern Beach Alliance	AUG 2025/2026	Operating expenses	0	(12,413)	0	(30,001)
				(12,413)	(17,588)	(30,001)

14.4 LIST OF PAID ACCOUNTS OCTOBER 2025

File	FIN/25
Author	Emma Edwards – Accounts Payable Officer
Reporting Officer	Rachael Wright – Executive Manager Corporate Services
Refer	Nil
Appendices	1. Voucher List October 2025 [14.4.1 - 11 pages]

DISCLOSURES OF INTEREST

PURPOSE

For Council to note the payments made in October 2025.

BACKGROUND

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

COMMENT

Accounts totalling \$1,617,442.70 were paid during the month of October 2025.

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

The schedule details:

• Municipal Fund electronic funds transfers (EFT)	\$1,350,082.24
• Municipal Fund cheques	\$884.60
• Municipal Fund direct debits	\$266,475.86
TOTAL MUNICIPAL EXPENDITURE	\$1,617,442.70
TOTAL EXPENDITURE	\$1,617,442.70

All invoices have been verified, and all payments have been duly authorised in accordance with Council's procedures.

RISK IMPLICATIONS

Nil

STATUTORY/LOCAL LAW IMPLICATIONS

Local Government Act 1995
s.6.4 – Financial Report

Local Government (Financial Management) Regulations 1996
Reg. 13 – Payments from municipal fund or trust by CEO
Reg. 13A – Payments by employees via purchasing cards

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

POLICY IMPLICATIONS

Nil

BUDGET IMPLICATIONS

Resource requirements are in accordance with existing budgetary allocations.

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2024-2034

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

VOTING REQUIREMENTS - SIMPLE MAJORITY

OFFICER RECOMMENDATION

That Council note all payments made by the Chief Executive Officer under Delegation 1.1.13 for October 2025 totalling \$1,617,442.70 as detailed in the appendices to this report, comprising:

• Municipal Fund electronic funds transfers (EFT)	\$1,350,082.24
• Municipal Fund cheques	\$884.60
• Municipal Fund direct debits	\$266,475.86

AGENDA ORDINARY COUNCIL MEETING 18 NOVEMBER 2025

APPENDIX 14.4.1

Payments made under Delegated Authority 2.1 Payment of Creditors for the period 01/10/2025 - 31/10/2025

TYPE	DATE PAID	NAME	Payment Category	AMOUNT	
			L - Local, R - Reimbursement, F - Funded, S - Staff, PF - Partially Funded, C - Councillor		
			DETAILS		
EFT-45392	2/10/2025	A1 Fire Risk Services (WA) Pty Ltd	Lancelin Depot: Fire alarms	759.00	
EFT-45393	2/10/2025	Alarm Assets Group & Austech Surveillance	Quarterly Alarm Monitoring GESC	146.00	
EFT-45394	2/10/2025	AMPAC Debt Recovery WA Pty Ltd	Rates Debt Recovery Costs	2,443.89	
EFT-45395	2/10/2025	Australian Taxation Office (PAYG)	Payroll deduction for PE: 25/09/2025	45,490.00	
EFT-45396	2/10/2025	Belgravia PRO Pty Ltd	Guilderton Caravan Park: RMS License Fees	1,122.00	
EFT-45397	2/10/2025	CFMEU	Payroll deduction for PE: 25/09/2025	60.00	
EFT-45398	2/10/2025	Child Support Agency	Payroll deduction for PE: 25/09/2025	190.35	
EFT-45399	2/10/2025	Coastal Courier	Advertising: Event Flyer Palettes & Plates, Seniors Week	80.00	
			Rock & Roll Matinee		
EFT-45400	2/10/2025	Commercial Locksmiths	Guilderton Depot, Gingin Refuse & Lancelin Depot: Padlock replacement	608.98	
EFT-45401	2/10/2025	Complete Office Supplies Pty Ltd	Stationery Stock	380.63	
			Council Meeting refreshments		
EFT-45402	2/10/2025	Department of Biodiversity, Conservation and Attractions	Guilderton Foreshore and Silver Creek: Fishing Line Bins	1,440.00	
EFT-45403	2/10/2025	Eagle Eye Technical Services	Aquatic Centre: Disconnect cameras and speakers	422.40	L
			Recreation Centre: Replace lights		
EFT-45404	2/10/2025	Full Flow Plumbing and Gas	Guilderton Caravan Park: Plumbing repairs	8,756.00	L
			Guilderton Foreshore ablation: Plumbing upgrades		
EFT-45405	2/10/2025	Gingin Christmas Angels	Community Funding Program 2025/26: Community Christmas Tree	2,500.00	G
EFT-45406	2/10/2025	Gingin District Community Resource Centre Inc (CRC)	Community Grants 2025/26: Gingin British Car Day	13,750.00	G
EFT-45407	2/10/2025	Gingin Fuel and Tyres Pty Ltd	GG067: New Tyres	10,946.90	L
			Alem lube diaphragm pump DP71025: Waste oil removal		
			GG03: 6 New Tyres		
EFT-45408	2/10/2025	Interfire Agencies Pty Ltd TTF The Lovett Family Trust	Sea guard Class A Fire-Break foam	3,681.57	
EFT-45409	2/10/2025	Jason Industries & Signmakers	Ben Sign: GG510 Replacement	235.99	
EFT-45410	2/10/2025	Jupiter Health and Medical Services (Lancelin Medical Centre)	Reimbursement of accommodation costs for Dr at Lancelin Medical Centre	7,200.00	
EFT-45411	2/10/2025	K B Riley & Sons Pty Ltd t/a Lancelin Sands	Lancelin Dune: Re-nourishment stage 1	44,002.20	L
			Way: Removal and installation of drainage sump		
EFT-45412	2/10/2025	Lancelin Tree Services	Sidney St: Lop Tuart Tree	2,200.00	L
EFT-45413	2/10/2025	Ledge Point Volunteer Bush Fire Brigade	Reimbursement: Starlink Subscription	417.00	R
EFT-45414	2/10/2025	LGRCEU (WA Division)	Payroll deduction for PE: 25/09/2025	48.00	
EFT-45415	2/10/2025	Linthorne Automotive	GG077: Service	6,978.80	L
			GG071: Service		
			GG090: Service		
			GG04: Service		
			GG02: Service		
EFT-45416	2/10/2025	Moore River Electrical Services	Lancelin Aged: Replace faulty light	11,822.00	L
			Ledge Country Club: Replace floodlight		
			Back Beach Ablutions: 2 solar lights		
			Redfield Park Hall: Weather proof switchboard, and connection to new oven		
EFT-45417	2/10/2025	Moore River Tree Services	Ledge Point Rd and Turner St: Clearance pruning	1,760.00	L
EFT-45418	2/10/2025	Mylolies.com.au	Council Meeting Refreshments Restock	227.82	
EFT-45419	2/10/2025	Paywise	Payroll Salary Sacrifice Payment PE 23/09/2025	1,398.86	
EFT-45420	2/10/2025	Rowe Group	Planning Services: Preparation of Local Planning Policy	387.20	
EFT-45421	2/10/2025	Seek Limited	Employment Advertisement: Biosecurity & Landcare Officer	500.50	
EFT-45422	2/10/2025	Snapper Display Systems	Poster A-Frames	655.78	
EFT-45423	2/10/2025	Stewart & Heaton Clothing Co Pty Ltd	BFB PPE Order	323.64	
EFT-45424	2/10/2025	Team Global Express Pty Ltd	Courier Charges	105.59	
EFT-45425	2/10/2025	Technology One Limited	Subscription Fee: TechnologyOne Saas Fee	12,884.60	
EFT-45426	2/10/2025	T-Quip	GG095: Mower Spares	376.83	
EFT-45427	2/10/2025	WA Stump Grinding & Tree Services	Carnaby Blvd Ginginup: Heavy prune on trees	1,815.00	L
EFT-45428	2/10/2025	Waterlogic Australia Pty Ltd	Rental Service of SD5 Cool & Cold Countertop and Clean Stream	173.97	
EFT-45429	2/10/2025	Western Australia Police Force	National Police Checks: BFB Volunteers	35.20	
EFT-45430	2/10/2025	Felicity Poulter	Dog Registration Refund	150.00	R

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APPENDIX 14.4.1

Payments made under Delegated Authority 2.1 Payment of Creditors for the period 01/10/2025 - 31/10/2025

TYPE	DATE PAID	NAME	Payment Category L - Local, R - Reimbursement, F - Funded, S - Staff, PF - Partially Funded, C - Councillor	DETAILS	AMOUNT	
EFT-45431	2/10/2025	Helen Sampson		Gingin Waste Facility Management	1,806.75	L
EFT-45432	2/10/2025	Janet Lyon		Rate Refund	684.83	R
EFT-45433	2/10/2025	Thomas Kusters		Wangaree Ablutions: Replace hand basin	741.00	L
				Lancelin Tip: Replace tap on water storage tank		
PAY-169	9/10/2025	Shire of Gingin		Net Pays PE 07/10/2025	163,081.98	
EFT-45434	9/10/2025	Australian Institute of Building Surveyors		Webinar: Sovereign Citizens	280.00	
EFT-45435	9/10/2025	Avon Waste		Kerbside Collection Services	23,401.27	
EFT-45436	9/10/2025	Boya Equipment		GG019A: Slasher deck parts	688.32	
EFT-45437	9/10/2025	Country Values Real Estate - Trust Account		Rental - Robinson Street, Gingin	2,200.00	
EFT-45438	9/10/2025	Department of Transport		Release of Information fee for Parking Infringement Notices	45.90	
EFT-45439	9/10/2025	Dibbles Plumbing Service		Aquatic centre: Cap off shower	2,852.85	L
				Sovereign House: Replace HWS		
				CU@ The Park Cafe: Repair leaking water pipe		
				Seabird Ablutions: Repair toilet cistern		
EFT-45440	9/10/2025	Dielectric Security Systems		Alarm Monitoring Fees	919.16	
EFT-45441	9/10/2025	Eagleye Technical Services		Gingin Administration: Install Data points & GPOs	5,317.40	L
				Granville park: Replace rusted switchboard pole		
EFT-45442	9/10/2025	Freeman Nominees (WA) Pty Ltd		Palettes & Plates: Ponies for any occasion	1,060.00	
EFT-45443	9/10/2025	Gingin District Community Resource Centre Inc (CRC)		Advertising Event Flyer: Gingin Buzz Palettes and Plates & Rock & Roll Matinees	220.00	L
EFT-45444	9/10/2025	Gingin Fuel and Tyres Pty Ltd		GG098A Kanga: Parts returned	30,005.16	L
				GG041: Tyre & Depot Fittings for Waste oil pump		
				GG13325: 4x tyres		
				Gingin Depot: Bulk Diesel		
EFT-45445	9/10/2025	Iron Mountain Australia Group Services Pty Ltd		Storage Business Cartons	146.86	
EFT-45446	9/10/2025	K B Riley & Sons Pty Ltd t/a Lancelin Sands		Lancelin Waste Facility: Water Cartage	1,540.00	L
				Lancelin Waste Facility: Pump out porta toilet		
EFT-45447	9/10/2025	Kleen West Distributors		Upper coastal: Ablution Supplies	876.32	
EFT-45448	9/10/2025	Lancelin Gull Roadhouse		Fuel Purchases	1,347.75	L
EFT-45449	9/10/2025	Lancelin IGA		Lancelin Supermarket Purchases	96.81	L
EFT-45450	9/10/2025	Lancelin Tree Services		Walker Ave Lancelin: Tree Removal	3,520.00	L
				Whitfield Street Lancelin - Prune verge tree		
				Ledge Rec Ground: Prune large tuart		
EFT-45451	9/10/2025	LD Total		Pioneer Park: Broadleaf Application	198.11	
EFT-45452	9/10/2025	Ledge's Kanga Service and Skip Bin Hire		Ledge point oil dump removal	550.00	L
EFT-45453	9/10/2025	Major Motors Pty Ltd		GG043 and GG033: Bonnet trims	481.65	
EFT-45454	9/10/2025	NAPA a division of GPC Asia Pacific Pty Ltd		Multiple vehicle filter stock	1,697.45	
				Workshop Stock: CT18 & CRC		
EFT-45455	9/10/2025	Plumb It Right Pty Ltd		Guilderton Caravan Park: Hot Water System Repair	132.00	L
EFT-45456	9/10/2025	Public Transport Authority (PTA) - Transwa		Transwa Ticket Perth to Lancelin to Perth - Agent Booking	20.60	
EFT-45457	9/10/2025	Sai Global Limited		Annual subscription to SAI Global (Australian Building Standards)	3,394.49	
EFT-45458	9/10/2025	Shire of Gingin		Commission: Transwa Ticket	6.00	
EFT-45459	9/10/2025	Sonic HealthPlus Pty Ltd		Operations and Assets: Pre Employment Medical	442.20	
EFT-45460	9/10/2025	Team Global Express Pty Ltd		Courier Charges	79.35	
EFT-45461	9/10/2025	The Australian Local Government Job Directory Pty Ltd		Employment Advertisement: Grants Officer	385.00	
EFT-45462	9/10/2025	The National Trust of Australia (WA)		Gingin Railway Station Rent	255.37	
EFT-45463	9/10/2025	The Temporary Fencing Shop		Temporary fence panels and fittings	6,424.00	
EFT-45464	9/10/2025	Tiffany's Catering		Catering: Councillors Farewell	150.00	L
EFT-45465	9/10/2025	WA Holiday Guide Pty Ltd		Guilderton Caravan Park - Annual listing renewal	550.00	
EFT-45466	9/10/2025	Wren Oil - Romine Holdings Pty Ltd		Ledge Point: Waste Oil Collection Gingin	515.90	
				Depot: Waste Oil Collection		
EFT-45467	9/10/2025	Andrew Miller		Community Survey Prize Winner	200.00	
EFT-45468	9/10/2025	Edward Smith		Replace Ledge Bowling Club Fencing	13,611.40	L
				Lancelin Sporting Complex: Roof Leak Temporary Fix		
				Wangaree Ablutions: Replace Verandah Sheets		
				Lancelin Sport Complex: Replace roof sheets and gutter		
EFT-45469	9/10/2025	Helen Sampson		Gingin Waste Facility Management	1,806.75	L
EFT-45470	9/10/2025	Rochelle Veness		Rate Refund	805.38	R
EFT-45471	9/10/2025	Tony Pisconeri		Seabird Waste Facility Management	18,000.00	
				Lancelin Waste Facility Management		

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			Payment Category L - Local, R - Reimbursement, F - Funded, S - Staff, PF - Partially Funded, C - Councillor	
TYPE	DATE PAID	NAME	DETAILS	AMOUNT
EFT-45472	16/10/2025	Acrobatch	Palettes & Plates: Roving Duo	2,167.00
EFT-45473	16/10/2025	ADS Automation Pty Ltd	Guilderton Holiday Park: Boom Gate Fobs	599.50
EFT-45474	16/10/2025	Aussie Natural Spring Water	Gingin Emergency Services: Supply and delivery of bottled drinking water for VBFB's	2505.36
			Guilderton VBFB: Supply and delivery of bottled drinking water	
EFT-45475	16/10/2025	Australian Coastal Councils Association Inc. (ACCA)	Annual Membership Fees	1424.09
EFT-45476	16/10/2025	Australian Taxation Office (PAYG)	Payroll deduction for PE: 09/10/2025	46924.00
EFT-45477	16/10/2025	Avantgarde Technologies	Service Desk and System Administration Support	10153.88
			Lancelin Library iPads: Faronics Cloud Deep Freeze Subscription	
EFT-45478	16/10/2025	Bindoon Hill Gravel Supply	Supply gravel for maintenance works	83493.70 L
EFT-45479	16/10/2025	Bluecoast Consulting Engineers Pty Ltd	3 Emu's coastal erosion: Coastal Design Services	30599.25
			Consultancy Services: CHRMAP Peer Review	
			3 Emu's coastal erosion: Coastal design services	
EFT-45480	16/10/2025	Brett's Embroidery	Palettes & Plates: Road-Side Banners	544.50 L
EFT-45481	16/10/2025	Carringtons Traffic Services	Traffic Management	4073.43
EFT-45482	16/10/2025	Certex Lifting Pty Ltd	GG080: Chain, binders, hooks & chain protectors	442.20
EFT-45483	16/10/2025	CFMEU	Payroll deduction for PE: 09/10/2025	60.00
EFT-45484	16/10/2025	Child Support Agency	Payroll deduction for PE: 09/10/2025	190.35
EFT-45485	16/10/2025	Complete Office Supplies Pty Ltd	Rates: Ergonomic Mouse	361.69
			Leasing & Grants: Stationery Order	
EFT-45486	16/10/2025	Construction Training Fund	Payments September 2025	1079.26
EFT-45487	16/10/2025	Country Copiers	Colour Copier Charges: Gingin & Lancelin	194.37
EFT-45488	16/10/2025	Department of Local Government Industry Regulation and Safety - Bonds ADMIN	Payments September 2025	3563.23
EFT-45489	16/10/2025	Dibbles Plumbing Service	Guilderton Foreshore: Replace Faulty Shower	286.00 L
EFT-45490	16/10/2025	Eastern Hills Chainsaws & Mowers Pty Ltd	Electric Chainsaw & Honda: Spare Parts	402.05
EFT-45491	16/10/2025	Frontline Fire and Rescue Equipment	BFB PPE Order	1842.50
EFT-45492	16/10/2025	Fulton Hogan	Road Maintenance: Bulk Bags Patch Seal	7260.00
EFT-45493	16/10/2025	Gingin District Community Resource Centre Inc (CRC)	Reimbursement: 50% Synergy Electricity Usage Gingin Medical Centre	745.99 R
EFT-45494	16/10/2025	Gingin Florist	Palettes & Plates: Flower raffle	60.00 L
EFT-45495	16/10/2025	Gingin Fuel and Tyres Pty Ltd	GG037: Tyres	2215.63 L
			GG6017: Tyres	
			GG002: Supply Hydraulic Fittings	
EFT-45496	16/10/2025	Gingin Trading	Hardware Store Purchases	1632.60 L
EFT-45497	16/10/2025	Guilderton & Districts Volunteer Bush Fire Brigade	Brigade iPad Mini	1147.00 R
EFT-45498	16/10/2025	Guilderton Country Club Inc.	Electricity supply and usage reimbursement	162.30 R
EFT-45499	16/10/2025	IGA Local Grocer Gingin	Supermarket Purchases Gingin	435.60 L
EFT-45500	16/10/2025	Instant Products Hire	Palettes & Plates: Portable toilets	748.31
EFT-45501	16/10/2025	Jeff's Mechanical Service	GG028: Major service	626.45 L
EFT-45502	16/10/2025	Joondalup Marquees	Palettes & Plates: Marquee Hire	7750.00
EFT-45503	16/10/2025	Lancelin IGA	Lancelin Supermarket Purchases	93.43 L
EFT-45504	16/10/2025	Lancelin Trade and Rural Supplies	Hardware Store Purchases	3063.90 L
EFT-45505	16/10/2025	LD Total	Monthly Turf Maintenance	44617.02
EFT-45506	16/10/2025	Ledge's Kanga Service and Skip Bin Hire	Lancelin Jetty Skip Bin Hire	2200.00 L
EFT-45507	16/10/2025	LGRCEU (WA Division)	Payroll deduction for PE: 09/10/2025	48.00
EFT-45508	16/10/2025	M.R. Mulching	Boonanarring Road: Maintain Firebreaks - MAF Treatment ID 25251	18150.00 F
EFT-45509	16/10/2025	Mcintosh and Son	GG016: Park Brake Pad Replacement	4914.07
			GG026: Major Service	
EFT-45510	16/10/2025	Metrocount	Metro Count Atlyst Subscription	10322.40
EFT-45511	16/10/2025	Modern Teaching Aids Pty Ltd	Lancelin and Gingin Library: Musical Instruments	3747.81
EFT-45512	16/10/2025	Moore River News Inc	Advertising: Event Flyer Palettes and Plates, Carers & Seniors Event	220.00 L
EFT-45513	16/10/2025	Moore River Roadhouse	Fuel Purchases	1964.79 L
EFT-45514	16/10/2025	Moore River Tree Services	Quin Road, Muckenburra: Mechanical Works - MAF Treatment ID 25387	36000.00 L
EFT-45515	16/10/2025	Moore Sands Resources Pty Ltd	Lancelin Landfill: Crushed Limestone	9349.54 L
EFT-45516	16/10/2025	Naja Business Consulting Services	Guilderton Caravan Park: Business Plan	6820.00

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Payments made under Delegated Authority 2.1 Payment of Creditors for the period 01/10/2025 - 31/10/2025

TYPE	DATE PAID	NAME	Payment Category	AMOUNT	
			L - Local, R - Reimbursement, F - Funded, S - Staff, PF - Partially Funded, C - Councillor		
EFT-45517	16/10/2025	Northern Valley News	DETAILS Advertising: Event Flyer Palettes & Plates & Seniors Event Advertising: Country to Coast	1250.00	L
EFT-45518	16/10/2025	Officeworks	Restock Stationery and Council Refreshments Stationery Order: HR and Community Development	348.56	
EFT-45519	16/10/2025	Paywise	Payroll Salary Sacrifice Payment PE 07/10/2025	1398.86	
EFT-45520	16/10/2025	RingCentral Australia Pty Ltd	Gingin Admin: Monthly Phone Service	1178.10	
EFT-45521	16/10/2025	Seek Limited	Employment Advertisement: EA to EMRDS	335.50	
EFT-45522	16/10/2025	Shire of Chittering	Building services - Building permit assessment	2066.35	
EFT-45523	16/10/2025	Shire of Gingin	Commission: Trans WA Tickets	520.11	
EFT-45524	16/10/2025	Supagas Pty Limited	Lancelin Depot: LPG	44.55	
EFT-45525	16/10/2025	Team Global Express Pty Ltd	Courier Charges	53.13	
EFT-45526	16/10/2025	The Australian Local Government Job Directory Pty	Employment Advertisement: Leasing Officer	385.00	
EFT-45527	16/10/2025	Think Promotional	Palettes & Plates: Showbags	2849.00	
EFT-45528	16/10/2025	Tiffany's Catering	Catering: WHS Training Palettes & Plates: Picnic Boxes Catering: Ordinary Council Meeting	1149.00	L
EFT-45529	16/10/2025	WA Mapping	Location Services	1980.00	
EFT-45530	16/10/2025	Water2water Pty Ltd	GESC: Water filter repairs	1399.30	
EFT-45531	16/10/2025	Westair Pneumatic Systems Pty Ltd	Gingin Depot: Air compressor Minor service	3356.93	
EFT-45532	16/10/2025	Westbooks	Lancelin Library: Books	503.40	
EFT-45533	16/10/2025	Western Australian Local Government Association	Enrolment: Preparation Program New Members	385.00	
EFT-45534	16/10/2025	WEX Australia Pty Ltd	Caltex Fuel Card Purchases	2593.06	
EFT-45535	16/10/2025	Annabelle Teo	Bond Refund	395.00	R
EFT-45536	16/10/2025	Craig Smith	Craig Smith: Reimbursement for Safety Boots	180.00	R S
EFT-45537	16/10/2025	Helen Sampson	Gingin Waste Facility Management	1806.75	L
EFT-45538	16/10/2025	Jessica Batten	Palettes & Plates: Face Painting	320.00	L
EFT-45539	16/10/2025	Leigh Solomon	Seabird Tennis Nets: Removal and repairs	1387.00	L
EFT-45540	16/10/2025	LJ Hughes	Quarter of 25/26 Rates: Lancelin Shire Office Lease	1412.12	L
EFT-45541	16/10/2025	Maureen Dobra	Bond Refund	395.00	R
EFT-45542	16/10/2025	Thomas Kusters	Wangaree ablations: Plumbing repairs	150.00	L
EFT-45543	16/10/2025	Tracy Carter	Rate Refund	2340.13	R
PAY-170	23/10/2025	Shire of Gingin	Net Pays PE 21/10/2025	163732.27	
EFT-45544	23/10/2025	Alltrack Supplies	Gingin Medical Centre: Privacy Curtains	2585.00	
EFT-45545	23/10/2025	AMPAC Debt Recovery WA Pty Ltd	Rates Debt Recovery Costs	5041.61	
EFT-45546	23/10/2025	Australia Post	Reply Paid Letters Small & Rates Mail Out	8339.04	
EFT-45547	23/10/2025	Avon Waste	Kerbside Collection Services	23357.16	
EFT-45548	23/10/2025	Brightmark Group Pty Ltd	Cleaning Shire Facilities	28388.62	
EFT-45549	23/10/2025	Bullsbrook and Districts Glass and Aluminium	Council chambers: Repair broken glass top	380.00	
EFT-45550	23/10/2025	Bunnings Buildings Supplies Pty Ltd	Guilderton Foreshore: Fence posts Cemetery: Artificial grass Guilderton Depot: Supply new lawn mower and air compressor Ledge Community Shed: Tactix case for lock cover	1167.84	
EFT-45551	23/10/2025	Civil Products WA	Rural Road Number Decals	11.00	
EFT-45552	23/10/2025	Complete Office Supplies Pty Ltd	Stationery: 2026 Diaries and Wall Planners	1276.12	
EFT-45553	23/10/2025	Cooee Couriers & Transport	Courier Charges	811.80	L
EFT-45554	23/10/2025	Cooee Pty Ltd	Waste Facilities - Gatehouse Data Subscription	17572.50	
EFT-45555	23/10/2025	Corsign	Guilderton: Advertising and tourist signs	765.60	
EFT-45556	23/10/2025	Digital Surveying Solutions	Cowalla Road: Surveying Services	10296.00	
EFT-45557	23/10/2025	Direct Trades Supply Pty Ltd	Harold and Wangaree Parks: Bollards	9902.80	
EFT-45558	23/10/2025	Duncan Solutions	Guilderton Parking Meters: Credit Card Transactions and Monthly Support	228.23	
EFT-45559	23/10/2025	Eagleeye Technical Services	Gingin Aquatic Centre: Equipotential bonding Beermullah Fire Shed: Electricity submeter	13453.00	L
EFT-45560	23/10/2025	Ecowater Services	Gingin Administration: ATU Service Granville Park: ATU Service	548.00	
EFT-45561	23/10/2025	Element Advisory Pty Ltd	Strategic Community Plan: Community Consultation	7804.50	
EFT-45562	23/10/2025	Ellen Brockman Integrated Catchment Group Inc	25/26 Funding Assistance Scheme - Landcare in the Gingin Brook Catchment	5500.00	G
EFT-45563	23/10/2025	Frontline Fire and Rescue Equipment	BFB PPE Order	1854.03	
EFT-45564	23/10/2025	Gingin Agencies WA	Fleet: Adblu1000L drum	1490.01	L

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Payments made under Delegated Authority 2.1 Payment of Creditors for the period 01/10/2025 - 31/10/2025

TYPE	DATE PAID	NAME	Payment Category L - Local, R - Reimbursement, F - Funded, S - Staff, PF - Partially Funded, C - Councillor	DETAILS	AMOUNT	
EFT-45565	23/10/2025	Gingin Fuel and Tyres Pty Ltd		Abandoned Vehicle Tow: Neergabby to Gingin Yard CESM & BRMO Vehicle Tyres Kubota tractor: Parts 5GG: Tyres GG21029: Battery	4898.65	L
EFT-45566	23/10/2025	Hersey's Safety Pty Ltd		Safety equipment	2714.72	
EFT-45567	23/10/2025	Hills Symphony Orchestra Inc		Palettes & Plates Event: Entertainment	1500.00	
EFT-45568	23/10/2025	IT Vision		SynergySoft Rates & Property Training	2337.50	
EFT-45569	23/10/2025	Jason Industries & Signmakers		BEN Signs	3999.18	
EFT-45570	23/10/2025	Jupps Flooring Specialists Ocean Keys		Gingin Office: New carpet	800.00	
EFT-45571	23/10/2025	Kleen West Distributors		Ablution supplies	5018.04	
EFT-45572	23/10/2025	Lancelin Tree Services		Kingfisher Drive: Remove and stump grind trees	1870.00	L
EFT-45573	23/10/2025	Landgate		Rural UV Interim Valuation Fees	727.20	
EFT-45574	23/10/2025	Ledge Point Roofing and Maintenance		Wangaree Park.: Pergola Roofing Services	2321.73	L
EFT-45575	23/10/2025	LG Best Practices Pty Ltd		Executive Services	14916.00	
EFT-45576	23/10/2025	LGISWA		LGISWA Scheme Membership 2025/26 LGISWA Workers' Compensation Adjustment 24/25	334089.73	
EFT-45577	23/10/2025	McLeods Lawyers Pty Ltd		Legal Expenses	41234.60	
EFT-45578	23/10/2025	Miracle Recreation Equipment		Ledge Point Recreation Grounds: Repairs to play equipment	3344.00	
EFT-45579	23/10/2025	Moore River Tree Services		Gabbadah Park: Tree Branch Removal	2640.00	L
EFT-45580	23/10/2025	Ocean Farm Volunteer Bush Fire Brigade		Catering: Brigade AGM Fuel Bund Cleaning & Maintenance Equipment Workshop Tools	1946.35	R
EFT-45581	23/10/2025	Pool Robotics Perth		Aquatic Centre: W20 Dolphin Cleaner Leisure Pool	2626.04	
EFT-45582	23/10/2025	St John Ambulance Western Australia Ltd		Event: Ambulance Cover	979.00	
EFT-45583	23/10/2025	Stewart & Heaton Clothing Co Pty Ltd		BFB PPE Order	2431.64	
EFT-45584	23/10/2025	Team Global Express Pty Ltd		Courier Charges	39.97	
EFT-45585	23/10/2025	The Gingin Butcher		Palettes & Plates: Spit roast	500.00	L
EFT-45586	23/10/2025	The National Trust of Australia (WA)		Annual building Insurance for Gingin Railway Station 2025/26	837.73	
EFT-45587	23/10/2025	Tool Kit Depot		Gingin/Lancelin Depot: Milwaukee Electric Tools	4856.97	
EFT-45588	23/10/2025	True Blue Pool Services Pty Ltd		Chemigem: Supply and Install	6600.00	
EFT-45589	23/10/2025	Volunteer Centre of Western Australia (Inc) - Volunteering WA		Volunteering WA: 2026 membership	550.00	
EFT-45590	23/10/2025	West Coast Shade Pty Ltd		Aquatic Centre and at GOAS: Re-install shade sails	1870.00	
EFT-45591	23/10/2025	Westcoast Construction & Demolition		LPORVA: Supply and install viewing shelter	49590.56	
EFT-45592	23/10/2025	Western Australian Local Government Association		Introduction to Local Government: 2025/26 eLearning subscription	2530.00	
EFT-45593	23/10/2025	Wolfcom Australia Pty Ltd		Rangers: Wolfcom Body Camera	642.50	
EFT-45594	23/10/2025	Wurth Australia Pty Ltd		Gingin Depot: Consumables	215.83	
EFT-45595	23/10/2025	Frank Peczka		Councillor Travel Expenses	1253.48	C
EFT-45596	23/10/2025	Helen Manson		Rate Refund	653.27	R
EFT-45597	23/10/2025	Helen Sampson		Gingin Waste Facility Management	1806.75	L
EFT-45598	23/10/2025	Kathleen Bulters		Rate Refund	642.03	R
EFT-45599	23/10/2025	Linda Balcombe		Councillor Travel Expenses	638.54	C
EFT-45600	23/10/2025	Maureen Jones		Rate Refund	804.00	R
EFT-45601	23/10/2025	Rhianne Welsh		Refund: Overpayment of Temporary Accommodation Permit	183.00	R
EFT-45602	23/10/2025	Tanya Hemi		Palettes & Plates: Music	580.00	
EFT-45603	23/10/2025	Thomas Kusters		Guilderton Depot: Supply and install water cooler	2000.00	L
EFT-45604	28/10/2025	Australian Taxation Office (PAYG)		Payroll deduction for PE: 23/10/2025	47288.00	
EFT-45605	28/10/2025	Avantgarde Technologies		Councillors: Laptops	7443.74	
EFT-45606	28/10/2025	Belgravia PRO Pty Ltd		Guilderton Caravan Park: Pure Glamping & Equipment Hire Guilderton Caravan Park: RMS License Fees	8399.97	
EFT-45607	28/10/2025	BOC Pty Ltd		Gas & Oxygen Supplies for the Workshop & Gingin Medical Centre	110.79	
EFT-45608	28/10/2025	Cat Haven		Cat Adoption Report	11.00	
EFT-45609	28/10/2025	CFMEU		Payroll deduction for PE: 23/10/2025	60.00	
EFT-45610	28/10/2025	Child Support Agency		Payroll deduction for PE: 23/10/2025	190.35	
EFT-45611	28/10/2025	City of Albany		Spydus Shire of Gingin Library consortium memberships: Gingin and Lancelin Annual fee	13642.20	
EFT-45612	28/10/2025	Civil Engineering Assignments		Capital Works Designs for 2025/26	10801.89	

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Payments made under Delegated Authority 2.1 Payment of Creditors for the period 01/10/2025 - 31/10/2025

			Payment Category L - Local, R - Reimbursement, F - Funded, S - Staff, PF - Partially Funded, C - Councillor	
TYPE	DATE PAID	NAME	DETAILS	AMOUNT
EFT-45613	28/10/2025	Coastal Courier	Advertising: Carers and Seniors Event	40.00 L
EFT-45614	28/10/2025	Data#3	Annual Microsoft Subscriptions	27708.03
EFT-45615	28/10/2025	Dielectric Security Systems	Lancelin Administration: Backup Battery and System Panel	613.80
EFT-45616	28/10/2025	Duffy's Construction Company	Deposit for Shed Installation at Gingin Recreation Centre - Community Group Concept Enquiry	11500.00 G
EFT-45617	28/10/2025	Gingin Arts and Craft Group Inc	Community Grants 2025/26: First 50% payment for Art and Craft Room Furniture	2500.00 G
EFT-45618	28/10/2025	Gingin Fuel and Tyres Pty Ltd	GG04: Tyres & Tubes	1420.00 L
EFT-45619	28/10/2025	Gull Gingin Pty Ltd	Small Plant Fuel Purchases	351.98 L
EFT-45620	28/10/2025	JB Hi-Fi Group Pty Ltd	Bushfire Risk Mitigation Officer iPhone	999.23
EFT-45621	28/10/2025	Lancelin Community & Sporting Club Inc.	Quarterly contribution to Lancelin Community Bus	500.00 L
EFT-45622	28/10/2025	Ledge Point Community Association - LPCA	Community Grant - Ledge Point Family Fun Day 25/26	2500.00 G
EFT-45623	28/10/2025	LGRCEU (WA Division)	Payroll deduction for PE: 23/10/2025	48.00
EFT-45624	28/10/2025	Moore River Roadhouse	Fuel Purchases	2575.31 L
EFT-45625	28/10/2025	Supagas Pty Limited	Guilderton Caravan Park: Supply of bulk gas	3015.36
EFT-45626	28/10/2025	The National Trust of Australia (WA)	Gingin Railway Station Rent	255.37
EFT-45627	28/10/2025	Vorgee Pty Ltd	Gingin Aquatic Centre: Kiosk Goggles	2108.70
EFT-45628	28/10/2025	WA Library Supplies	Lancelin Library: Shelving Unit	2262.91
EFT-45629	28/10/2025	Western Australian Local Government Association	Waste Management Course	286.00
EFT-45630	28/10/2025	Windmill Roadhouse	GG09: Diesel	89.52
EFT-45631	28/10/2025	Helen Sampson	Gingin Waste Facility Management	1806.75 L
EFT-45632	28/10/2025	Lincoln Stewart	Councillor Travel Expenses	1442.65 C
EFT-45633	28/10/2025	Thomas Kusters	Ledge Point Recreation Centre: Cubicle Conversion	5800.00 L
EFT TOTAL				1,350,082.24
CHEQUES				
CHQ-116503	27/10/2025	Shire of Gingin (Petty Cash)	Shire of Gingin Petty Cash Float	584.60
CHQ-116504	27/10/2025	Shire of Gingin (Petty Cash)	Gingin Aquatic Centre Cash Float	300.00
CHEQUES				884.60
DIRECT DEBIT				
DE-7149	1/10/2025	Bendigo Bank	Bendigo Bank: Transfer Fees	62.50
DE-7150	1/10/2025	Bendigo Bank	Bendigo Bank: Fts De Process GST	5.66
DE-7046	1/10/2025	Synergy	Electricity Charges 13/08/2025 - 09/09/2025: Lot 41 Weld Street Gingin	1,391.80
DE-7047	1/10/2025	Synergy	Electricity charges 7 Brockman St Gingin	1,662.42
DE-7048	1/10/2025	Synergy	Electricity charges 25007 Dewar St Guilderton	1,993.90
DE-7134	1/10/2025	Go Go Media	Monthly Messages On Hold	75.90
DE-7152	1/10/2025	Bendigo Bank	Bendigo Bank: BPay Biller Fee	1,543.52
DE-7239	1/10/2025	Dell Financial Services Pty Ltd	Allocation of Lease Payment for October 2025	1,651.29
DE-7133	2/10/2025	QPC Group	Epson WF-C21000 Click Charges	453.78
DE-7153	2/10/2025	Bendigo Bank	Bendigo Bank: De Fees	6.30
DE-7154	2/10/2025	Department of Transport	Department of Transport - Licensing 30/09/2025	4,642.10
DE-7155	3/10/2025	Bendigo Bank	Bendigo Bank: CBA Merchant Fees #8023	64.00
DE-7156	3/10/2025	Bendigo Bank	Bendigo Bank: CBA Merchant Fees #8022	419.99
DE-7157	3/10/2025	Bendigo Bank	Bendigo Bank: CBA Merchant Fees #8024	3,718.19
DE-7049	3/10/2025	Synergy	Electricity charges 57 Lefroy St Gingin	451.51
DE-7058	3/10/2025	Synergy	Electricity charges Lot 134 Constable St Gingin	155.51
DE-7057	3/10/2025	Synergy	Electricity charges 1 Weld St Gingin	3,810.84
DE-7158	3/10/2025	Department of Transport	Department of Transport - Licensing 01/10/2025	809.30
DE-7159	3/10/2025	Bendigo Bank	Bendigo Bank: Tyro Fees August 2025	2,501.95
DE-7160	3/10/2025	Bendigo Bank	Bendigo Bank: Tyro Fees August 2025	3.70
DE-7161	3/10/2025	Bendigo Bank	Bendigo Bank: Tyro Fees August 2025	820.05
DE-7059	3/10/2025	Synergy	Electricity charges Lot 148 Robinson St Gingin	373.60
DE-7147	6/10/2025	QPC Group	Epson Replacement Toner Freight	33.00
DE-7162	6/10/2025	Department of Transport	Department of Transport - Licensing 02/10/2025	2,634.10
DE-7072	7/10/2025	Synergy	Electricity charges 3 Fewster St Gingin	273.20
DE-7073	7/10/2025	Synergy	Electricity charges Lot 126 Constable St Gingin	183.55
DE-7076	7/10/2025	Synergy	Electricity charges 5 Weld St Gingin	69.07

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Payments made under Delegated Authority 2.1 Payment of Creditors for the period 01/10/2025 - 31/10/2025

TYPE	DATE PAID	NAME	Payment Category L - Local, R - Reimbursement, F - Funded, S - Staff, PF - Partially Funded, C - Councillor	DETAILS	AMOUNT
DE-7075	7/10/2025	Synergy		Electricity charges Lot 326 Roe St Gingin	284.78
DE-7074	7/10/2025	Synergy		Electricity charges Lot 850 U A Jones St Gingin	179.93
DE-7166	7/10/2025	Department of Transport		Department of Transport - Licensing 03/10/2025	8,822.90
DE-7077	8/10/2025	Synergy		Electricity charges Lot 10 Cockram Road Gingin	251.30
DE-7078	8/10/2025	Synergy		Electricity charges Lot 501 Honeycomb Rd Gingin	1,241.43
DE-7167	8/10/2025	Department of Transport		Department of Transport - Licensing 08/10/2025	678.90
DE-7163	9/10/2025	Precision Administration Services Pty Ltd		Payroll deduction for PE: 09/10/2025	32,652.79
DE-7080	9/10/2025	Synergy		Electricity charges 13 King Dr Woodridge	1,758.70
DE-7079	9/10/2025	Synergy		Electricity Charges Lot 99 Weld St Gingin	643.32
DE-7168	9/10/2025	Bendigo Bank		Bendigo Bank: De Fees	20.10
DE-7098	9/10/2025	Water Corporation		Water charges 37A Lefroy Street Gingin Lot 20	164.53
DE-7096	9/10/2025	Water Corporation		Water charges 3 Fewster St Gingin Lot 73	66.04
DE-7097	9/10/2025	Water Corporation		Water charges 57 Lefroy St Gingin Lot 37	88.61
DE-7100	9/10/2025	Water Corporation		Water charges 4 Fewster St Gingin Lot 103	133.75
DE-7169	9/10/2025	Department of Transport		Department of Transport - Licensing 07/10/2025	3,550.55
DE-7081	10/10/2025	Synergy		Electricity Charges Lot 323 Rock Way Lancelin	224.53
DE-7082	10/10/2025	Synergy		Electricity charges 107 Gingin Rd Lancelin	585.78
DE-7083	10/10/2025	Synergy		Electricity charges Lot 324 Gingin Road Lancelin	532.91
DE-7084	10/10/2025	Synergy		Electricity charges Lot 9505 Lancelin Rd Lancelin	145.60
DE-7085	10/10/2025	Synergy		Electricity charges U A 37 Lefroy St Gingin	117.95
DE-7086	10/10/2025	Synergy		Electricity charges Lot 102 Gingin Road Lancelin	265.96
DE-7171	10/10/2025	Department of Transport		Department of Transport - Licensing 08/10/2025	1,951.40
DE-7190	10/10/2025	Department of Transport		Department of Transport - Licensing 10/10/2025	2,560.85
DE-7146	11/10/2025	Telstra		Telstra Group Plan	1,003.85
DE-7087	13/10/2025	Synergy		Electricity charges 9 King St Lancelin	417.44
DE-7188	13/10/2025	Department of Transport		Department of Transport - Licensing 09/10/2025	1,227.80
DE-7139	13/10/2025	Water Corporation		Water charges Edwards St Guilderton Lot 424 RES 36048	166.58
DE-7130	14/10/2025	Credit Card - Mechanic/Depot Controller		Credit Card Purchases	3,716.45
DE-7164	14/10/2025	Credit Card - CESM		Credit Card Purchases	930.10
DE-7177	14/10/2025	Credit Card - EMO		Credit Card Purchases	1,535.47
DE-7170	14/10/2025	Credit Card - CEO		Credit Card Purchases	4,504.71
DE-7151	14/10/2025	Credit Card - EMRDS		Credit Card Purchases	2,645.99
DE-7088	14/10/2025	Synergy		Electricity charges Lot 1 Cunliffe St Lancelin	196.08
DE-7089	14/10/2025	Synergy		Electricity charges Lot 646 Robertson Rd Ledge Point	196.71
DE-7101	14/10/2025	Water Corporation		Water charges 13 Robinson St Gingin Lot 148 RES32955	6.02
DE-7106	14/10/2025	Water Corporation		Water charges Jones St Gingin Lot 500 RES 50843	12.05
DE-7105	14/10/2025	Water Corporation		Water Jones Street Gingin Lot 500 RES 50843	15.06
DE-7104	14/10/2025	Water Corporation		Water charges 3 Horan St Gingin Lot 86	48.19
DE-7102	14/10/2025	Water Corporation		Water charges 14 Barlee St Gingin Lot 149 RES32955	99.40
DE-7107	14/10/2025	Water Corporation		Water charges Roe St Gingin Lot 7, 24-6 R7573, 41-2	162.65
DE-7108	14/10/2025	Water Corporation		Water charges Weld St Gingin Lot 99	296.70
DE-7103	14/10/2025	Water Corporation		Water charges 1 Weld St Gingin Lot 66	2,574.02
DE-7132	14/10/2025	Viva Energy Australia Pty Ltd		Shell Fuel Card Purchases	328.88
DE-7189	14/10/2025	Credit Card - GG Aquatic Centre Manager		Credit Card Purchases	4.00
DE-7191	14/10/2025	Credit Card - EMCCS		Credit Card Purchases	858.93
DE-7095	15/10/2025	Synergy		Electricity charges U Cs 2 Atkinson Way Lancelin	126.87
DE-7094	15/10/2025	Synergy		Electricity charges Lot 390 U 54 Ledge Point Road, Ledge Point	546.41
DE-7093	15/10/2025	Synergy		Electricity charges Jones St Ledge Point	744.29
DE-7192	15/10/2025	Bendigo Bank		Bendigo Bank: BPoint Transaction Fee	109.56
DE-7111	15/10/2025	Water Corporation		Water charges 11 Constable Street St Gingin Lot 134	6.02
DE-7109	15/10/2025	Water Corporation		Water charges 6 Constable St Gingin Lot 126	15.06
DE-7110	15/10/2025	Water Corporation		Water charges 18-20 Brockman St Gingin Lot 125, 402	42.17
DE-7116	15/10/2025	Water Corporation		Water charges 60 King Dr Woodridge Lot 267 Fire Shed	45.18
DE-7114	15/10/2025	Water Corporation		Water charges 60 King Dr Woodridge Lot 267	81.32
DE-7112	15/10/2025	Water Corporation		Water charges 7 Brockman St Gingin Lot 163 RES 2581	259.03
DE-7115	15/10/2025	Water Corporation		Water charges Brockman St Gingin Lot 600	330.74

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Payments made under Delegated Authority 2.1 Payment of Creditors for the period 01/10/2025 - 31/10/2025

			Payment Category L - Local, R - Reimbursement, F - Funded, S - Staff, PF - Partially Funded, C - Councillor	
TYPE	DATE PAID	NAME	DETAILS	AMOUNT
DE-7113	15/10/2025	Water Corporation	Water charges 13 King Dr Woodridge Lot 301	2,042.14
DE-7135	16/10/2025	Synergy	Electricity charges U A 3 De Burgh St Ledge Point	188.47
DE-7136	16/10/2025	Synergy	Electricity charges Lot 32 Church St Gingin	118.10
DE-7234	16/10/2025	Department of Transport	Department of Transport - Licensing 14/10/2025	3,175.10
DE-7235	16/10/2025	Western Australian Treasury Corporation (WATC)	LN-123 Lot 44 Weld Street Repayment	14,004.63
DE-7193	17/10/2025	Department of Transport	Department of Transport - Licensing 13/10/2025	2,938.30
DE-7141	17/10/2025	Water Corporation	Water charges 2321 Wedge St Guilderton Lot 232	52.73
DE-7140	17/10/2025	Water Corporation	Water charges 961 Edwards St Guilderton Lot 96 RES 25006	346.38
DE-7138	17/10/2025	Water Corporation	Water charges Edwards St Guilderton Lot 425	1,032.49
DE-7137	17/10/2025	Water Corporation	Water charges Moore River Dr Guilderton Lot RES 26561	6.02
DE-7237	17/10/2025	Department of Transport	Department of Transport - Licensing 17/10/2025	4,111.90
DE-7238	17/10/2025	Bendigo Bank	Bendigo Bank: De Fees	10.80
DE-7252	17/10/2025	Business Service Brokers T/A TeleChoice	Mobile phone charges	171.00
DE-7241	20/10/2025	Department of Transport	Department of Transport - Licensing 16/10/2025	1,940.05
DE-7242	20/10/2025	Windcave Pty Ltd	Windcave Transaction Fees WAU 3006085	1,799.83
DE-7142	21/10/2025	Water Corporation	Water charges Dewar St Guilderton Lot 1RES25007, 2RES 26048	2,030.09
DE-7244	21/10/2025	Department of Transport	Department of Transport - Licensing 17/10/2025	4,806.40
DE-7173	22/10/2025	Vocus Communications	GESC Internet	808.50
DE-7143	22/10/2025	Water Corporation	Water charges Heffron Way Gabbadah Lot 244	316.26
DE-7144	22/10/2025	Water Corporation	Water charges L244 Heffron Way Gabbadah Lot 244	23.95
DE-7246	22/10/2025	Department of Transport	Department of Transport - Licensing 22/10/2025	1,137.10
DE-7245	23/10/2025	Precision Administration Services Pty Ltd	Payroll deduction for PE: 23/10/2025	31,681.33
DE-7247	23/10/2025	Department of Transport	Department of Transport - Licensing 23/10/2025	10,628.65
DE-7248	23/10/2025	Bendigo Bank	Bendigo Bank - DE Fees	14.40
DE-7182	24/10/2025	Synergy	Electricity charges Lot 1 Brockman St, Gingin WA 6503	138.41
DE-7181	24/10/2025	Synergy	Electricity charges Street Lights	11,261.00
DE-7249	24/10/2025	Bendigo Bank	Bendigo Bank - DE Fees	9.00
DE-7131	24/10/2025	Australia Post	Postage Charges up to 30/09/2025	986.15
DE-7250	24/10/2025	Department of Transport	Department of Transport - Licensing 24/10/2025	9,131.35
DE-7251	24/10/2025	Westnet Internet Services	Internet Service CEO Residence	79.99
DE-7228	27/10/2025	Water Corporation	Water charges Unit 6 / 2 Atkinson Way Lancelin Lot 84	280.78
DE-7217	27/10/2025	Water Corporation	Water charges De Burgh St Ledge Point Lot 498 & 459 RES 31377	18.07
DE-7215	27/10/2025	Water Corporation	Water charges 771 McCormick St Seabird Lot 77	864.44
DE-7213	27/10/2025	Water Corporation	Water charges Jones St Ledge Point Lot 744 RES 31684	647.58
DE-7227	27/10/2025	Water Corporation	Water charges Unit 6 - 11 / 2 Atkinson Way Lancelin Lot 84	447.34
DE-7229	27/10/2025	Water Corporation	Water charges Unit 7 / 2 Atkinson Way Lancelin Way Lot 84	305.41
DE-7221	27/10/2025	Water Corporation	Water charges Unit 1/2 Atkinson Way Lancelin Lot 84	297.20
DE-7232	27/10/2025	Water Corporation	Water charges Unit 10 / 2 Atkinson Way Lancelin Lot 84	297.20
DE-7224	27/10/2025	Water Corporation	Water charges Unit 4/2 Atkinson Way Lancelin Lot 84	290.02
DE-7225	27/10/2025	Water Corporation	Water charges Unit 5 / 2 Atkinson Way Lancelin Lot 84	286.94
DE-7233	27/10/2025	Water Corporation	Water charges Unit 11 / 2 Atkinson Way Lancelin Lot 84	284.89
DE-7223	27/10/2025	Water Corporation	Water charges Unit 3 / 2 Atkinson Way Lancelin Lot 84	284.89
DE-7230	27/10/2025	Water Corporation	Water charges Unit 8 / 2 Atkinson Way Lancelin Lot 84	284.89
DE-7231	27/10/2025	Water Corporation	Water charges Unit 9 / 2 Atkinson Way Lancelin Lot 84	284.89
DE-7222	27/10/2025	Water Corporation	Water charges Unit 2 / 2 Atkinson Way Lancelin Lot 84	283.86
DE-7212	27/10/2025	Water Corporation	Water charges De Burgh St Ledge Point Lot 459, 498 RES 31377	96.38

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APPENDIX 14.4.1

Payments made under Delegated Authority 2.1 Payment of Creditors for the period 01/10/2025 - 31/10/2025

TYPE	DATE PAID	NAME	Payment Category L - Local, R - Reimbursement, F - Funded, S - Staff, PF - Partially Funded, C - Councillor	DETAILS	AMOUNT
DE-7216	27/10/2025	Water Corporation		Water charges Res 646 De Burgh St Ledge Point Lot 646	51.20
DE-7226	27/10/2025	Water Corporation		Water Connection Charge 2 Atkinson Way Lancelin Lot 84	49.62
DE-7214	27/10/2025	Water Corporation		Water Charges Jones St Ledge Point Lot 744	6.02
DE-7255	27/10/2025	Department of Transport		Department of Transport - Licensing 23/10/2025	1,560.60
DE-7183	28/10/2025	Synergy		Electricity Charges 10/09/2025 - 07/10/2025: Lot 41 Weld Street Gingin	1,814.75
DE-7185	28/10/2025	Synergy		Electricity charges 25007 Dewar St Guilderton	2,835.21
DE-7256	28/10/2025	Bendigo Bank		Bendigo bank - DE Fees	4.50
DE-7257	28/10/2025	Department of Transport		Department of Transport - Licensing 28/10/2025	3,795.85
DE-7184	28/10/2025	Synergy		Electricity charges 7 Brockman St Gingin	1,222.74
DE-7120	29/10/2025	Telstra		Telephone charges Guilderton Caravan Park	240.30
DE-6999	29/10/2025	Telstra		Telephone charges Guilderton Caravan Park	240.15
DE-7145	29/10/2025	Telstra		Telstra Group Plan	1,575.91
DE-7037	29/10/2025	Telstra		Telstra Group Plan	1,577.88
DE-7180	29/10/2025	Water Corporation		Water charges Seaview Dr Karakin Lot 269	111.44
DE-7258	29/10/2025	Department of Transport		Department of Transport - Licensing 27/10/2025	1,818.30
DE-7186	29/10/2025	Synergy		Electricity charges Lot 23 Todman Road Coonabidgee	222.00
DE-7259	30/10/2025	Department of Transport		Department of Transport - Licensing 28/10/2025	2,072.10
DE-7220	30/10/2025	Water Corporation		Water charges Atkinson Way Lancelin Lot 323 RES 44490	533.90
DE-7218	30/10/2025	Water Corporation		Water charges Gingin Rd Lancelin Lot 102, 190 RES 24022	520.24
DE-7219	30/10/2025	Water Corporation		Water charges 63 Gingin Rd Lancelin Lot 1037 RES 24019	174.56
DE-7187	30/10/2025	Synergy		Electricity charges Lot 77 Edwards St Seabird	122.47
DE-7261	30/10/2025	QPC Group		Epson WF-C21000 Click Charges	371.40
DE-7240	31/10/2025	LJ Hughes		Allocation of Lease - October 2025 Lancelin Office	688.25
DE-7174	31/10/2025	Water Corporation		Water charges 4 Hopkins St Lancelin Lot 606 RES 32942	614.45
DE-7176	31/10/2025	Water Corporation		Water charges 6 Hopkins St Lancelin Lot 701 RES 53340	342.03
DE-7179	31/10/2025	Water Corporation		Water charges L500 Fisher Way Lancelin Lot 500	96.38
DE-7175	31/10/2025	Water Corporation		Water charges 131 Gingin Rd Lancelin Lot 324 RES 41400	57.23
DE-7198	31/10/2025	Synergy		Electricity charges Lot 244 Sovereign Hill Dr, Gabbadah	181.19
DE-7197	31/10/2025	Synergy		Electricity charges Sovereign Hill Dr, Gabbadah	128.46
DE-7199	31/10/2025	Synergy		Electricity charges 106 Paperbark Ave, Gabbadah	834.67
DE-7196	31/10/2025	Synergy		Electricity Charges Lot 12 Dewar St Guilderton	188.97
DE-7262	31/10/2025	Department of Transport		Department of Transport - Licensing 29/10/2025	21,442.15
DE-7268	31/10/2025	HP Financial Services (Australia) Pty Ltd		Allocation of Lease Payment - October 2025	748.57
DIRECT DEBIT					266,475.86
TOTAL MUNICIPAL					1,617,442.70

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Payments made under Delegated Authority 2.1 *Payment of Creditors* for the period 01/10/2025 - 31/10/2025

			Payment Category L - Local, R - Reimbursement, F - Funded, S - Staff, PF - Partially Funded, C - Councillor	
TYPE	DATE PAID	NAME	DETAILS	AMOUNT
CREDIT CARD BREAK-UP				
SEPTEMBER	CEO	Mailchimp	Monthly Subscription	115.59
		Mailchimp	International Transaction Fee	3.47
		Vibe	OGG Diesel 63L	114.47
		Crown Promenade	Accommodation LG Professional Conference	965.61
		Crown Promenade	International Transaction Fee	28.97
		Gull Gingin	OGG Diesel 64.61L	100.43
		Reddy Express	OGG Diesel 40L	76.36
		Reddy Express	OGG Diesel 62.84L	114.93
		Gull Gingin	OGG Diesel 66.39L	122.09
		Parmelia Hilton	Accommodation CEO WALGA Convention	826.20
		Parmelia Hilton	Accommodation Councillors WALGA Convention	1,652.40
		Parmelia Hilton	Refreshments CEO WALGA Convention	71.40
		Parmelia Hilton	Refreshments Councillors WALGA Convention	195.80
		Gull Gingin	OGG Diesel 61.44L	112.99
		Bendigo Bank	Card Fee	4.00
				4,504.71
	EMRDS	Mantra Bunbury Lighthouse	Health Mosquito Management Course	706.00
		Mantra Bunbury Lighthouse	Health Mosquito Management Course	706.00
		Spot Me	2025/2026 Renewal	1120.14
		Spot Me	International Transaction Fee	33.60
		Environmental Health Australia (WA)	Health Skin Pen Workshop	50.00
		CPP Parking	Parking Fee WALGA Planning Showcase	26.25
		Bendigo Bank	Card Fee	4.00
				2645.99
	EMCS	Landgate	Certificate of Title Fee	32.60
		Booking.com (Canning Bridge Auto Lodge)	Rates ReadyTech Training	300.96
		Kmart	Lancelin Library Backpack Supplies	299.00
		Gingin Fuel & Tyres	2GG Diesel 54.18L	100.19
		Gingin Fuel & Tyres	2GG Diesel 66.08L	122.18
		Bendigo Bank	Card Fee	4.00
				858.93
	CESM	Bruce Rock Hotel	Accommodation Wheatbelt Pre-Season Conference	120.00
		Shire of Gingin DoT	GG076 Vehicle Transfer	20.50
		Gull Gingin	Catering Rural Fire Awareness Training	3.70
		CU @ Park	Refreshments Bushfire Mitigation Meeting	22.33
		Officeworks	Keyboard and Mouse	75.00
		Chesters Z	Refreshments DBCA Mitigation Planning	13.80
		CU @ Park	Catering Volunteer Firefighter (Dietary Requirements)	27.40
		Shire of Gingin DoT	GG076 Plate Transfer	38.80
		French Riviera	Refreshments Metro Managers Meeting	33.47
		EMERG Solutions	CESM Bart Subscription	30.00
		EMERG Solutions	Group Bart Subscription	160.00
		Booking.com (Victoria Hotel Toodyay)	Accommodation Local Recovery Coordinator Training	370.00
		Booking.com (Victoria Hotel Toodyay)	International Transaction Fee	11.10
		Bendigo Bank	Card Fee	4.00
				930.10
	EMOA	Main Roads	GG002 RAV Permit	50.00
		Crown Promenade	Accommodation & Refreshments EMOA Waste Conference	692.88
		Crown Promenade	Accommodation Waste Conference	667.59
		Olive Group	Chemical Course	60.50
		Olive Group	Chemical Course	60.50
		Bendigo Bank	Card Fee	4.00
				1,535.47

AGENDA ORDINARY COUNCIL MEETING 18 NOVEMBER 2025

APPENDIX 14.4.1

Payments made under Delegated Authority 2.1 *Payment of Creditors* for the period 01/10/2025 - 31/10/2025

			Payment Category L - Local, R - Reimbursement, F - Funded, S - Staff, PF - Partially Funded, C - Councillor	
TYPE	DATE PAID	NAME	DETAILS	AMOUNT
	MECHANIC	Scintex	GG13325 Washer and Hose Fittings	1,116.00
		O'Brien	0GG Windscreen Replacement	1,679.60
		Bunnings	Vehicle and Depot Tools	366.00
		Australia Post	Parts Return	19.30
		Shire of Gingin DoT	Guilderton Jetty Licence	47.70
		Shire of Gingin DoT	GG076 Registration	179.45
		Aussie Outback Supplies	Vice Cover	105.00
		Shire of Gingin DoT	GG08 Registration	179.45
		Altronic	GG666 Battery	19.95
		Bendigo Bank	Card Fee	4.00
				3,716.45
	AQUATIC	Bendigo Bank	Card Fee	4.00
	Total			14,195.65
CALTEX CARD BREAKUP				
SEPTEMBER		WEX Australia Pty Ltd	GG033: 195.83L	382.04
			GG070: 225.31L	440.11
			GG051: 31.98L	63.00
			GG09: 320.35L	586.75
			2GG: 53.05L	100.74
			GG005: 176.81L	360.75
			GG04: 146.39L	284.74
			GG06: 130.46L	239.91
			GG09: 51.64L	92.90
			Small Parts & Jerry Cans: 21.87L	41.12
			Transaction Fees	1.00
	Total			2,593.06
SHELL CARD BREAKUP				
		Viva Energy Australia Pty Ltd	GG01: 76.15L	137.23
			GG03: 83.14L	149.59
			GG072: 22.26L	42.06
	Total			328.88

14.5 2026 COUNCIL MEETING DATES

File	GOV/8
Author	Lee-Anne Burt - Coordinator Governance
Reporting Officer	Rachael Wright - Executive Manager Corporate Services
Refer	Nil
Appendices	Nil

DISCLOSURES OF INTEREST

PURPOSE

To consider the proposed dates for Ordinary Council Meetings (OCM) to be held between 1 January 2026 and 31 December 2026.

BACKGROUND

Section 5.3 of the *Local Government Act 1995* (the Act) specifies that every Council must hold ordinary meetings not more than three months apart and may also hold additional special meetings if required.

Under s.5.4 of the Act, an ordinary or special meeting of Council is to be held if called for by either the President or at least one third of elected members, or as decided by the Council.

In addition, Regulation 12 of the *Local Government (Administration) Regulations 1996* (the Regulations) requires that local public notice must be given of the dates, times and place at which ordinary Council meetings and Committee meetings that are required under the Act to be open to members of the public are to be held in the next 12 months.

COMMENT

The Shire of Gingin's OCMs are customarily held on the third Tuesday of each month. The following dates are therefore proposed for Council's consideration with respect to Ordinary Meetings of Council in 2026:

• 20 January 2026	• 21 July 2026
• 17 February 2026	• 18 August 2026
• 17 March 2026	• 15 September 2026
• 21 April 2026	• 20 October 2026
• 19 May 2026	• 17 November 2026
• 16 June 2026	• 15 December 2026

Usually, OCMs commence at 3.00pm. However, at its OCM on 18 February 2025 Council considered a motion from the Annual Electors' Meeting held on 21 January 2025 in relation to a change of commencement time for Council meetings and resolved to trial an amended commencement time of 6pm for the first three OCMs in 2026.

All meetings will be held in Council Chambers at the Shire of Gingin Administration Centre, 7 Brockman Street, Gingin unless otherwise decided by Council.

Any proposal to vary the date, venue or time for a scheduled meeting of Council will be subject to public advertising in accordance with Regulation 12 of the *Local Government (Administration) Regulations 1996*.

RISK IMPLICATIONS

There is no identified risk associated with the adoption by Council of dates for its OCMs for 2026.

Failure to do so could result in non-compliance with s. 5.3 of the Act and Regulation 12 of the Regulations.

STATUTORY/LOCAL LAW IMPLICATIONS

Local Government Act 1995

Part 5 – Administration

Division 2 – Council meetings, committees and their meetings and electors' meetings

Subdivision 1 – Council meetings

Clause 5.3 – Ordinary and special council meetings

Clause 5.4 – Calling council meetings

Local Government (Administration) Regulations 1996

Part 2 – Council and committee meetings

Regulation 12 – Meetings, public notice of (Act s.5.25(1)(g))

POLICY IMPLICATIONS

Nil

BUDGET IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2024-2034

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

VOTING REQUIREMENTS - SIMPLE MAJORITY

OFFICER RECOMMENDATION

That Council approve the following schedule of Ordinary Council Meetings for 2026, noting that commencement times may be subject to change and that any such change will be publicly advertised in accordance with Regulation 12 of the *Local Government (Administration) Regulations 1996*.

Date	Meeting Type	Venue	Start Time
20 January 2026	Ordinary	Council Chambers	6:00pm
17 February 2026	Ordinary	Council Chambers	6:00pm
17 March 2026	Ordinary	Council Chambers	6:00pm
21 April 2026	Ordinary	Council Chambers	3:00pm
19 May 2026	Ordinary	Council Chambers	3:00pm
16 June 2026	Ordinary	Council Chambers	3:00pm
21 July 2026	Ordinary	Council Chambers	3:00pm
18 August 2026	Ordinary	Council Chambers	3:00pm
15 September 2026	Ordinary	Council Chambers	3:00pm
20 October 2026	Ordinary	Council Chambers	3:00pm
17 November 2026	Ordinary	Council Chambers	3:00pm
15 December 2026	Ordinary	Council Chambers	3:00pm

15 REPORTS - REGULATORY AND DEVELOPMENT SERVICES

15.1 APPLICATION FOR RETROSPECTIVE DEVELOPMENT APPROVAL - SITE OFFICE AND SEA CONTAINER (TEMPORARY) - LOT 265 (7) DOUGLAS STREET, SEABIRD

File	BLD/7496
Applicant	Samuel and Margaret del Pino Martin
Location	Lot 265 (7) Douglas Street, Seabird
Owner	Samuel and Margaret del Pino Martin
Zoning	Residential R15
WAPC No	N/A
Author	Riaan Stassen – Planning Officer
Reporting Officer	James Bayliss - Executive Manager Regulatory and Development Services
Refer	Nil
Appendices	1. Location Plan [15.1.1 - 1 page] 2. Aerial Image [15.1.2 - 1 page] 3. Applicant's Proposal [15.1.3 - 8 pages]

DISCLOSURES OF INTEREST

PURPOSE

To consider an Application for Development Approval for a Site Office and Sea Container on Lot 265 (7) Douglas Street, Seabird.

BACKGROUND

The subject property is 1000m² in area and currently appears as an abandoned construction site.

On 11 July 2022, acting under delegated authority the property received temporary development approval for a Site Office and Sea Container subject to the following conditions:

1. *The land use and development shall be undertaken in accordance with the approved plans and specifications, including the directions written in red ink by the Shire, unless otherwise conditioned in this Approval;*
2. *This approval is for a Site Office and Sea Container (storage) only as indicated on the approved plans;*
3. *This Approval is only valid for a period of 12 months from the date of this Approval, and shall expire on 11 July 2023, or 14 days from the completion date of the new dwelling (whichever occurs sooner) at which time the Site Office and Sea Container is to be removed from the property;*

4. *The Site Office and Sea Container shall not be installed on the property until such time as the dwelling delineated on the approved plans has obtained a building permit and construction works are imminent;*
5. *The external appearance of the Site Office and Sea Container are to be maintained in a good condition at all times, to the satisfaction of the Shire of Gingin and shall not display any form of advertising;*
6. *Stormwater from all roofed areas shall be collected and contained onsite to the satisfaction of the Shire of Gingin; and*
7. *The Site Office and Sea Container is not to be used for human habitation.*

The landowner subsequently obtained a building permit for a dwelling and as such installed the structures referenced in condition 4 onsite. The approval lapsed on 11 July 2023 in accordance with Condition 3 referenced above.

In June 2025 the applicant enquired about obtaining an extension to the building permit. The Shire identified anomalies with various conditions of approval. A site inspection revealed that construction of the dwelling is yet to substantially commence and that the temporary structures remain onsite. The applicant was advised of the need to obtain a suite of fresh approvals given their expiry.

It should also be noted that the landowner is an 'owner builder' which requires owner builder approval from the Building Services Board. The Shire understands that the owner builder approval has lapsed. On that basis, the officer has little confidence that the dwelling is imminent.

The officer does not have delegated power to refuse applications, and on that basis Council consideration is required.

A location plan and aerial image is provided (**see appendices**).

A copy of the applicant's proposal is provided (**see appendices**).

PLANNING FRAMEWORK

Local Planning Scheme No. 9 (LPS 9)

The subject lot is zoned Residential R12.5/20 under LPS 9, the objectives of which are to:

- (a) *provide for a range of housing types and encourage a high standard of residential development;*

- (b) maintain and enhance the residential character and amenity of the zone;*
- (c) limit non-residential activities to those of which the predominant function is to service the local residential neighbourhood and for self-employment or creative activities, provided such activities have no detrimental effect on the residential amenity; and*
- (d) ensure that the density of development takes cognisance of the availability of reticulated sewerage, the effluent disposal characteristics of the land and other environmental factors.*

Objective (b) should be closely scrutinised as the presence of temporary structures being retained onsite over a long period of time eventually represents permanence, which alters the amenity of the locality. The permanent presence of a site office and sea container does not enhance or maintain the residential character of Seabird or align with the expected amenity of a residential zone.

Local Planning Policy 1.9 – Sea Containers (LPP 1.9)

This Policy was developed to ensure there is a balanced approach between providing flexibility to use sea containers as temporary storage for residents and safeguarding the amenity and landscape quality of the Shire in accordance with LPS 9.

The objectives of this Policy are:

- (a) To preserve visual amenity and enhance landscape quality within the Shire;*
- (b) To provide flexibility when using a sea container on a temporary basis;*
- (c) To discourage alternative use of sea containers, particularly where they might become permanent fixtures in the landscape; and*
- (d) To allow the use of sea containers for shipping.*

Clause 6 - Temporary Use of Sea Containers states:

Council may grant approval for temporary use of a Sea Container, up to 12 months, in the following circumstances:

- (a) The lot has approved building plans (for a dwelling) **with a constructed slab or footings;** or*
- (b) The Sea Container is sited at the rear of the property, behind the dwelling under construction and in a location that will allow the Sea Container to be easily removed; and*

- (c) *At the end of the approved period the Sea Container will be removed from the lot, unless an extension time is granted by Council.*

Based on the above, the development has not progressed over a three year period to the point where a slab or footings are readily apparent. The officer does not have confidence that the development will progress in the event an extension is forthcoming, and no compelling justification has been provided to this effect.

Summary

In view of the above assessment, the proposal does not align with LPP 1.9 and is not therefore supported. The structures do not relate to an approved dwelling under construction, the building permit has lapsed, and the information provided does not provide a high degree of confidence that the temporary structures have a finite lifespan with a removal date. The conditions of the earlier approval have not been adhered to.

RISK IMPLICATIONS

If approved, this may create an undesirable precedent.

STATUTORY/LOCAL LAW IMPLICATIONS

Planning and Development (Local Planning Scheme) Regulations 2015

Shire of Gingin Local Planning Scheme No 9.

POLICY IMPLICATIONS

Residential Design Codes (Volume 1)

Local Planning Policy 1.9 - Sea Containers

BUDGET IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2024-2034

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

VOTING REQUIREMENTS - SIMPLE MAJORITY

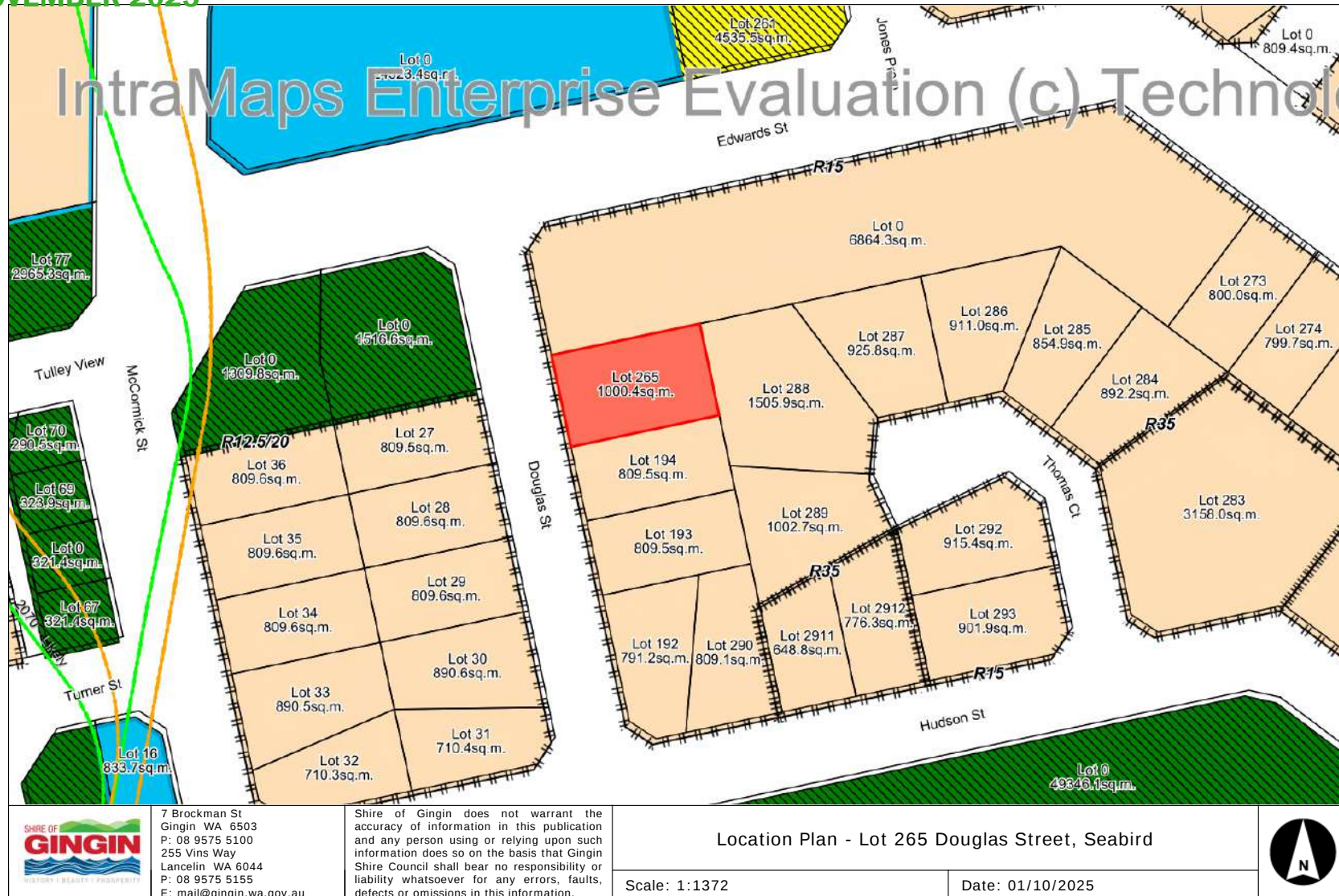
OFFICER RECOMMENDATION

That Council refuse Development Approval for a Site Office and Sea Container on Lot 265 (7) Douglas Street, Seabird in accordance with Clause 68 of Schedule 2 (Deemed Provisions) of the *Planning and Development (Local Planning Schemes) Regulations 2015*, for the following reasons:

1. Having regard to clause 67(2)(a), (b), (g) and (w) of the Deemed Provisions, the proposed development is considered unacceptable given:
 - a. The proposal does not satisfy Local Planning Policy 1.9 - Sea Containers; and
 - b. The development would set an undesirable precedent.

Advice Notes:

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





30/07/2025

Planning Department
Shire of Gingin
7 Brockman Street
Gingin WA 6503

To Whom it may concern

Re: Application for Development Approval 7 Douglas Street Seabird 6042

Please find attached a completed Application for Development Approval form in regards to an application to install a site office and shipping container on the above property in order to proceed with the plan to build a home on the block. Please see attached paperwork.

The Building Approval Application will follow in the very near future.

Thank you for your consideration and please do not hesitate to contact me if you need any further information.

Kind regards,



Samuel del Pino Martin

30 Playford Mews
Landsdale WA 6065
Tel: 0410 833 794



Statutory Planning

Application for Development Approval – Local Planning Scheme No.9 (LPS 9)

Landowner/s Details			
Company Name: (if applicable)			
Owners Name(s):	Samuel del Pino Martin	Owner(s) Name:	Dawn Margaret del Pino Martin
Position Title: (when signing on behalf of a company)		Position Title: (when signing on behalf of a company)	
Signature:	<i>Samuel del Pino Martin</i>	Signature:	<i>Dawn Margaret del Pino Martin</i>
Date:	29/07/2025	Date:	29/07/2025
Postal Address:	30 Playford Mews Landsdale	Post Code:	6065
Contact Person:	As above	Contact No:	0410833794
Email Address:	sdelpino@primus.com.au		
Note: The application will not proceed without the signature of all landowners. For the purposes of signing this application form an owner includes the persons referred to in the Planning and Development (Local Planning Scheme) Regulations 2015 - Schedule 2 - Clause 62(2).			

Applicant Details (if different from landowner details)			
Company Name: (if applicable)			
Contact Person:		Contact No:	
Postal Address:		Post Code:	
Email Address:			
I advise that I have reviewed the plans and provided all of the required information, including a cover letter summarising the proposed development. If sufficient information is not provided, the application may be returned or placed on hold until all information is received. Failure to provide a completed development application form, completed checklist, cover letter, insufficient plans or incorrect cost of development/fees, may result in my application not being accepted.			
I understand that the information provided including plans and supporting information forming part of the development application may be made available to the public for advertising purposes and may form part of a Council agenda.			

Applicant Name:		Date:	
Applicant Signature:			



Statutory Planning

Application for Development Approval – Local Planning Scheme No.9 (LPS 9)

Please ensure that you complete and submit a development application checklist in conjunction with this form. Please ensure you complete ALL sections of this application form.

Property Details			
Lot No:	265	House/Street No:	7
Location No:		Diagram/Plan No:	218337
Certificate of Title Vol No:	2029	Certificate of Title Folio:	34
Title encumbrances (e.g. Easements/Restrictive Covenants):			
Street Name:	Douglas Street	Suburb:	Seabird
Nearest street intersection:	Edward Street		

Proposed Development			
Nature of Development:	☒ Works	☐ Use	☐ Works and Use
Is an exemption from development approval claimed for part of the development?	☐ Yes <i>If yes, the exemption is for:</i>		☒ No
	☐ Works	☐ Use	
Has the development already commenced? <i>(if yes, retrospective fees will apply)</i>	☐ Yes		☒ No
Description of proposed works and/or land use:	We are building a house and we are putting a shipping container and a site office whilst building		
Nature of any existing buildings and/or land use on the property:	None		
Estimated cost of development: (excluding GST)	200,000 (FOR HOUSE)		
Approximate time of completion:	December 2028		

Office Use Only			
Acceptance officer initials:		Date Received:	
		BLD & P No:	
Receipt No:			

WESTERN



AUSTRALIA

TITLE NUMBER

Volume

Folio

2029

34

**RECORD OF CERTIFICATE OF TITLE
UNDER THE TRANSFER OF LAND ACT 1893**

The person described in the first schedule is the registered proprietor of an estate in fee simple in the land described below subject to the reservations, conditions and depth limit contained in the original grant (if a grant issued) and to the limitations, interests, encumbrances and notifications shown in the second schedule.

BGRoberts
REGISTRAR OF TITLES



LAND DESCRIPTION:

LOT 265 ON DEPOSITED PLAN 218337

**REGISTERED PROPRIETOR:
(FIRST SCHEDULE)**

SAMUEL DEL PINO MARTIN
DAWN MARGARET DEL PINO MARTIN
BOTH OF 30 PLAYFORD MEWS LANDSDALE WA 6065
AS JOINT TENANTS

(T P060522) REGISTERED 2/3/2022

**LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS:
(SECOND SCHEDULE)**

1. P060523 MORTGAGE TO POLICE & NURSES LTD REGISTERED 2/3/2022.

Warning: A current search of the sketch of the land should be obtained where detail of position, dimensions or area of the lot is required.
Lot as described in the land description may be a lot or location.

-----END OF CERTIFICATE OF TITLE-----

STATEMENTS:

The statements set out below are not intended to be nor should they be relied on as substitutes for inspection of the land and the relevant documents or for local government, legal, surveying or other professional advice.

SKETCH OF LAND: 2029-34 (265/DP218337)
PREVIOUS TITLE: 2029-34
PROPERTY STREET ADDRESS: 7 DOUGLAS ST, SEABIRD.
LOCAL GOVERNMENT AUTHORITY: SHIRE OF GINGIN



Statutory Planning

Application for Development Approval - Checklist

This checklist is to assist applicants to prepare and complete an application for development approval.

Applicants must ensure all required information is provided at the time of lodgement. A complete development application, where all necessary information has been provided in accordance with this checklist, will enable the Shire to undertake a full assessment, and avoid unnecessary delays occurring in the processing of your application.

All correspondence regarding the development will be directed to the contact person referenced under the applicant section.

Lodging Your Application

Your application can be lodged:

- Via email to mail@gingin.wa.gov.au. All supporting information is to be attached as pdf documents.
- In person by visiting the Shire of Gingin Administration Building, 7 Brockman Street, Gingin.
- In person by visiting the Lancelin Administration Building, 255 Vins Way, Lancelin; or
- Via post to the Shire of Gingin - 7 Brockman Street, Gingin WA 6503.

Application Requirements

- ☒ A completed copy of this checklist confirming the application is complete.
- ☒ A completed Application for Development Approval Form - All sections to be completed.
- ☒ Cost of development - The estimated cost of your proposal must be provided and should be as accurate as possible.
- ☒ Certificate of Title - A copy can be obtained from Landgate at the following link:
<https://www0.landgate.wa.gov.au/titles-and-surveys/certificate-of-title>
- ☐ Development application fee (refer to the Shire's Planning Fees and Charges).
- ☒ Cover Letter - This is to provide details and an explanation of the proposed development (refer to relevant information sheet).
- ☐ Additional information required as per the relevant information sheet for the type of development proposed (i.e. if lodging for a single house - refer to the relevant information sheet for additional lodgement requirements).
- ☐ A Bushfire Attack Level (BAL) assessment undertaken by an accredited Level 1 Bushfire Surveyor or Bushfire Planning Practitioner (if relevant).

Development plans (refer to information development plans information sheet)

- ☒ Site plan
- ☒ Floor plan
- ☒ Elevation drawings



Statutory Planning

Application for Development Approval - Checklist

This checklist is to assist applicants to prepare development plans that contain sufficient information to enable the Shire to undertake a full planning assessment and avoid unnecessary delays occurring in the processing of your application.

Documentation		Required Information		Provided	
				Yes	N/A
Site Plan	Street name, lot number and property address			☒	☐
	Site dimensions, north point and drawn to scale (e.g. 1:100, 1:200, 1:500)			☒	☐
	Location and finished levels of the proposed development			☒	☐
	Setback distance(s) of the proposed development from the lot boundary Position and finished levels of any existing structures onsite			☒	☐
	Position and finished levels of any existing structures onsite that may impact on the application			☐	☒
	Structures and/or trees to be demolished or removed			☐	☒
	Areas to be landscaped			☐	☒
	Vehicle driveways and access points			☐	☒
	The street verge, including footpaths, street trees, crossovers, truncations, power poles, any services and the location of any access restrictions such as drainage pits			☒	☐
	The location of any easement or piped services traversing the site and any sewer or sewer connection point servicing the site			☐	☒
Floor Plans	Street name, lot number and property address			☒	☐
	North point and scale			☒	☐
	Room layout including location of walls, doors, windows with dimensions and the proposed use of each room			☐	☒
	Finished levels of the floor(s) of the building, relative to the natural ground levels of the site			☐	☒
Elevation Drawing	Street name(s), lot number, and scale			☒	☐
	View of every face of the proposed building(s), incorporating the existing building(s) where applicable			☐	☒
	Indicate wall height and overall height			☐	☒



Statutory Planning

Application for Development Approval - Checklist

	Location, dimensions, and details of all openings including sill height above finished floor level (for example, obscure glazing, fixed window)	☐	☒
	Height, extent, and materials of any proposed retaining and fencing	☐	☒

North

1

SITE PLAN

SCALE 1:200

Stage	REV	DESCRIPTION	DATE
BP	0	CLIENT APPROVAL TO BEGIN	01/04/2022
	1	FIRST ISSUE AFTER DISCUSSIONS	01/04/2022
	2	REVISION 1.0	15/04/2022

All dimensions on this new building to be checked on site prior to construction. Any discrepancies on drawings to be reported to Designer immediately. Designer accepts no liability to comply with the Building Code of Australia, Australian Standards and Local Government Authorities and to good building practice. Use of good materials, fittings, fittings and building components to maintain a specification of details. All work to be the responsibility of a qualified building Supervisor/Owner Builder.

DELCO

26 Mahabon Way, Landdale 6065
08 9430 3113
www.delcogroup.com.au
dylan@delcogroup.com.au

DESIGNED

DELCO

CHECKED

DELCO

DATE

01/04/2022

DWG NO

A 2.0

REV

1

SAMUEL DEL PINO MARTIN
DAWN MARGARET DEL PINO MARTIN
LOT 265 #7 DOUGLAS STREET
SEABIRD WA 6042

DESIGNED

DELCO

CHECKED

DELCO

DATE

01/04/2022

DWG NO

A 2.0

REV

1

The site plan shows a rectangular lot with a total area of 1000.3664 m². The lot is bounded by Douglas Street to the north and a 24.86 m wide verge to the south. The lot dimensions are 40.24 m wide and 24.86 m deep. The plan includes a residence (FFL 10.00) with a footprint of 20.61 m by 10.00 m. A carport (FFL 7.00) with a footprint of 5.64 m by 7.80 m is located to the east of the residence. A site office (FFL 10.00) with a footprint of 4.25 m by 7.00 m is located to the west of the residence. A container (FFL 10.00) with a footprint of 6.65 m by 7.00 m is located to the west of the site office. The plan also shows a 2.00 m wide path between the residence and the carport, and a 3.00 m wide path between the carport and the site office. The lot is labeled 'LOT 265' and 'AREA 1000.3664 m²'.

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15.2 DEVELOPMENT APPLICATION - RECREATION PRIVATE - LOT 70 (219) DEWAR ROAD, GRANVILLE

File	BLD/5214
Applicant	Gingin Pistol Club
Location	Lot 70 (219) Dewar Road, Granville
Owner	Shire of Gingin
Zoning	General Rural
WAPC No	Nil
Author	Ross Harper – Planning Officer
Reporting Officer	James Bayliss - Executive Manager Regulatory and Development Services
Refer	Nil
Appendices	1. Location Plan [15.2.1 - 1 page] 2. Aerial Imagery [15.2.2 - 1 page] 3. Applicants Proposal - Recreation Private - (Shooting Range) [15.2.3 -] 4. Schedule of Submissions and Recommended Responses (3) [15.2.4 - 2 pages]

DISCLOSURES OF INTEREST

PURPOSE

To consider an Application for Development Approval for ten sea containers on Lot 70 (219) Dewar Road, Granville.

BACKGROUND

The subject land is used by the Gingin Pistol Club as a shooting range, with an existing lease agreement with the Shire of Gingin. The remaining portion of the land is the Gingin Golf Course.

The recent introduction of the *Firearms Act 2024* means that any local road or dwelling within a 'Range Danger Area' (RDA) will result in the facility ceasing to operate, or alternatively remedial works are to be undertaken to reduce the risk. In this instance, Sloans Road and one dwelling are located within the RDA.

To achieve compliance, the Gingin Pistol Club proposes the following:

- Install ten x 40 foot sea containers creating ten enclosed shooting bays.
- Each container providing two bays, arranged in two rows of five containers.

- Enclosed design forming a standard 25m range.
- Outer container walls and roofs lined with recycled 25mm conveyor belt rubber for additional containment and safety.

Given the number of sea containers forming part of the proposal represents a departure from Local Planning Policy 1.9, Council consideration is required.

A location plan and aerial image are attached (**see appendices**).

A copy of the Applicant's Proposal is attached (**see appendices**).

COMMENT

Stakeholder Consultation

The application was advertised to surrounding landowners for a period of 14 days in accordance with clause 64 of the *Planning and Development (Local Planning Scheme) Regulations 2015* (Deemed Provisions).

One submission was received that raised several matters for clarification relating to safety, noise, the type of firearms permitted, the ongoing inspection and maintenance of sand berms and safety barriers, and oversight and compliance responsibilities of the facility. The submission also queried the land tenure arrangements and whether the Gingin Golf Club had been formally notified. Overall, the submitter indicated general support for the proposal provided the above matters were appropriately addressed.

The Gingin Golf Club was provided with a copy of the proposal and offered no comment.

The officer has addressed the comment raised as outlined under the Schedule of Submissions and Recommended Responses (**see appendices**).

PLANNING FRAMEWORK

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

The subject lot is zoned General Rural (GR) under LPS 9, the objectives of which are to:

- Manage land use changes so that the specific local rural character of the zone is maintained or enhanced;*
- Encourage and protect broad acre agricultural activities such as grazing and more intensive agricultural activities such as horticulture as primary uses, with other rural pursuits and rural industries as secondary uses in circumstances where they demonstrate compatibility with the primary use;*

- c) *Maintain and enhance the environmental qualities of the landscape, vegetation, soils and water bodies, to protect sensitive areas especially the natural valley and watercourse systems from damage; and*
- d) *Provide for the operation and development of existing, future and potential rural land uses by limiting the introduction of sensitive land uses in the General Rural zone.*

The proposal does not seek to alter the existing use, and on that basis the objectives remain unaffected.

The Gingin Pistol Club operates as a 'Recreation – Private' use class which is defined as follows:

a premises used for indoor or outdoor leisure, recreation or sport which are not usually open to the public without charge.

The facility has been located on the land for a number of years under a lease, and the modifications proposed are viewed as an improvement to ensure safety compliance with recent legislative changes. The additions are not anticipated to result in any alterations to the existing amenity, and it does not provide for a change to opening days etc.

Local Planning Policy 1.9 – Sea Containers (LPP 1.9)

LPP 1.9 was adopted by Council in 2013 and provides guidance on the use of sea containers within the Shire. The Policy seeks to preserve visual amenity and landscape quality, while discouraging the use of sea containers as permanent fixtures in sensitive zones such as residential or tourism areas.

The objectives of this Policy are:

- a) *To preserve visual amenity and enhance landscape quality within the Shire;*
- b) *To provide flexibility when using a sea container on a temporary basis;*
- c) *To discourage alternative use of sea containers, particularly where they might become permanent fixtures in the landscape; and*
- d) *To allow the use of sea containers for shipping.*

Clause 5 - General Requirements for Sea Containers states:

Unless exempt from Planning Consent requirements as specified in Clause 4 above:

- a) *Approval is required for use of all Sea Containers;*

- b) Sea Containers are not to be located in setback areas, as specified in Local Planning Scheme No. 9 Table 2 Site Requirements and in firebreaks as specified by Shire of Gingin Firebreak Order (as amended);*
- c) Sea Containers in direct view of neighbouring properties and public places must be screened with walls, fencing, landscaping or other means approved by the Chief Executive Officer;*
- d) Sea Containers are to be painted a neutral colour that is consistent with the existing buildings and kept in good condition; and*
- e) No advertising or logos are permitted on Sea Containers unless they are visually acceptable as determined by the Chief Executive Officer.*

Clause 7 - Permanent Use of Sea Containers' states:

- a) Permanent use of Sea Containers is not permitted on Tourism, Residential, and Town Centre zoned land.*
- b) Permanent use of Sea Containers is permitted on General Rural and Mixed Business zoned land, subject to the requirements listed in Clause 5 above.*

Officer Comment

The development represents a practical and effective solution to ensure the continued operation of the Gingin Pistol Club. The design achieves projectile containment, minimises noise emissions and addresses safety concerns that may otherwise stifle the long-term viability of the Club in its current location.

The sea containers will largely be screened from view and therefore the visual amenity of the locality is unaffected. The development is not able to be viewed from Dewar or Sloans Roads. Conditions of approval have been suggested to satisfy clause 5 of LPP 1.9. The proposal is viewed as satisfying the underlying intent and objectives of the Policy.

Summary

In view of the above assessment, the proposal is supported.

RISK IMPLICATIONS

Nil

STATUTORY/LOCAL LAW IMPLICATIONS

Planning and Development Act 2005

Firearms Act 2024

Planning and Development (Local Planning Scheme) Regulations 2015

Local Planning Scheme No. 9

POLICY IMPLICATIONS

Local Planning Policy 1.9 – Sea Containers

BUDGET IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2024-2034

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

VOTING REQUIREMENTS - SIMPLE MAJORITY

OFFICER RECOMMENDATION

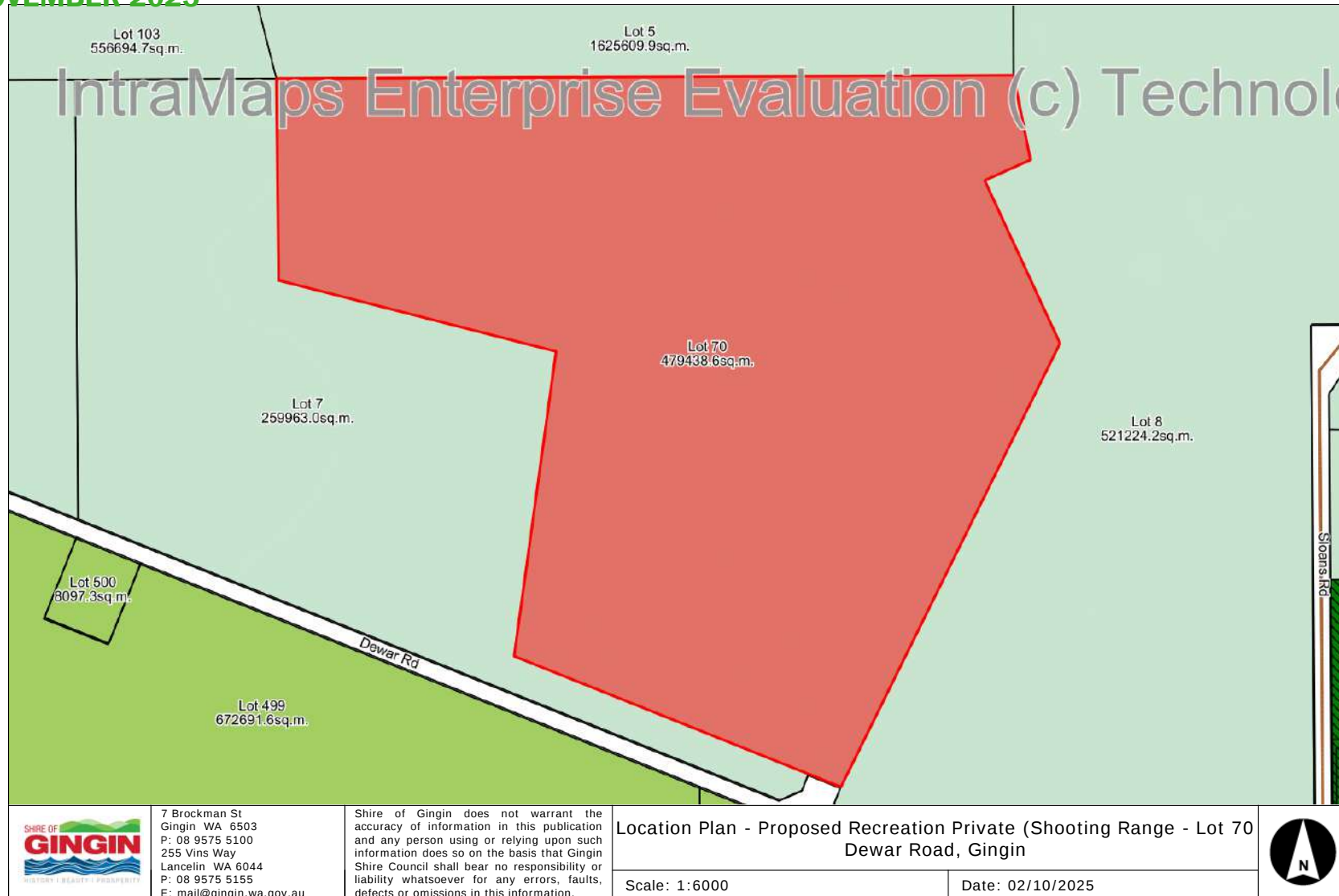
That Council grant development approval for for ten sea containers on Lot 70 (219) Dewar Road, Granville, subject to the following conditions:

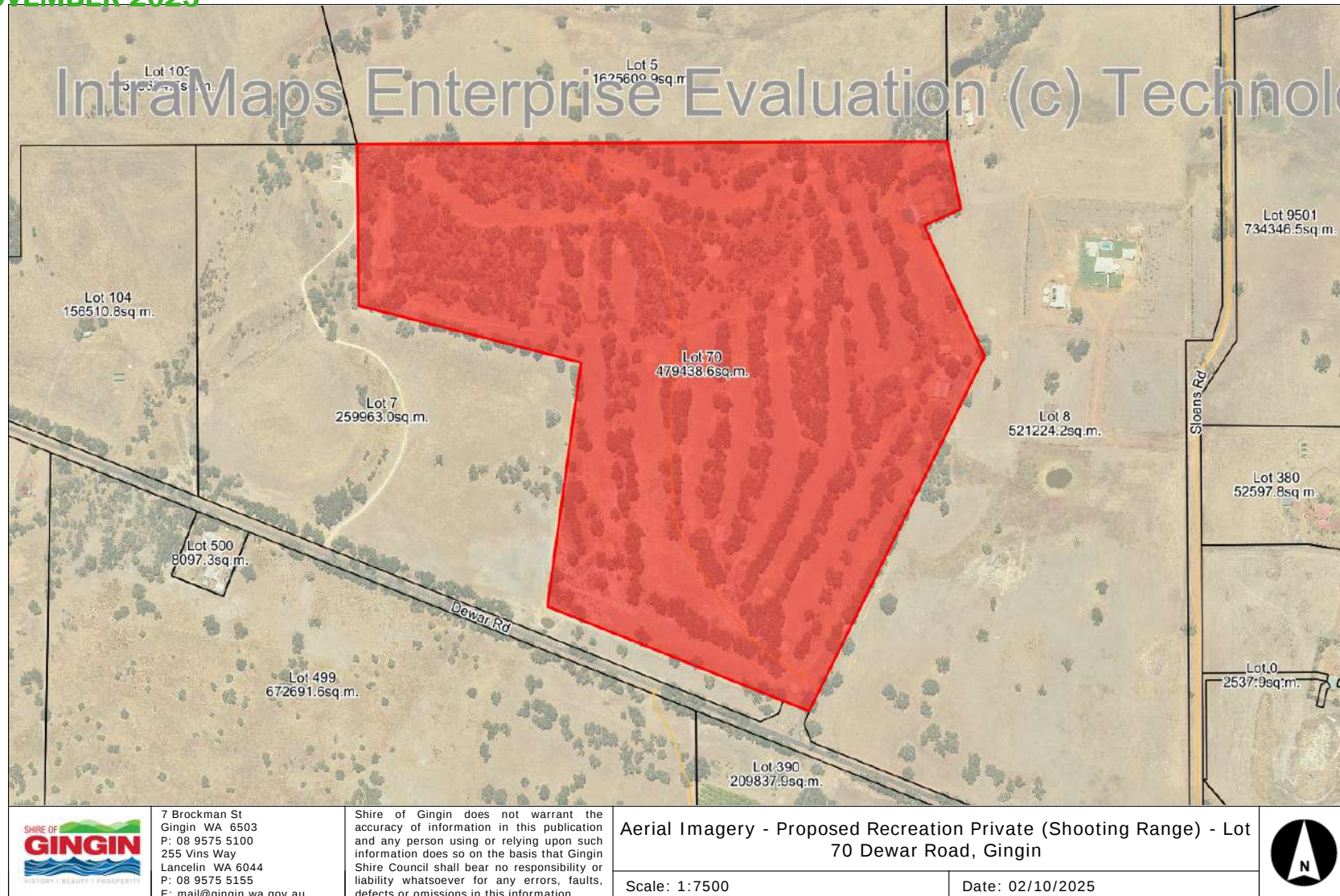
1. The land use and development shall be undertaken in accordance with the approved plans and specifications, including the directions written in red ink by the Shire, unless otherwise conditioned in this approval.
2. This approval is for ten sea containers only as indicated on the approved plans.
3. The approved sea containers are to be painted a uniform and neutral colour that is consistent with the existing building on the property and be kept in good visual condition thereafter for the life of the development.

Advice Notes

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

Note 2: Please be advised that this development approval should not be misconstrued as satisfying any other obligation(s) as set out under the lease with the Shire of Gingin.





SCHEDULE OF SUBMISSIONS AND APPLICANTS' RESPONSES

DEVELOPMENT APPLICATION: RECREATION - PRIVATE ON LOT 70 (219) DEWAR ROAD, GRANVILLE

No.	Submitter	Submission details	Officers' response
1.	Ratepayer	The submitter provides the following general comment: <i>I refer to your correspondence dated 11 September 2025 regarding changes at the existing Gingin Pistol Club to comply with the newly implemented 2024 Firearms Act requirements relating to the Range Danger Area specifications which our property is in.</i> <i>We were contacted by the Gingin Pistol Club directly and have had conversations with them, which was welcomed.</i> <i>The Pistol Club has been in operation now for over 50 years and since being here we have coexisted without any issues to date.</i> <i>As mentioned to them our concerns are of safety, noise and only permitted firearms being used.</i> <i>What capacity / firearms are actually allowed to be used? Currently shooting days are limited to Thursday evenings and some Sunday's.</i> <i>The sea containers are welcomed and should help out with both safety and noise.</i> <i>We do ask though what system is in place for inspection and rechecking of erosion and other of the sand safety berms / barriers?</i> <i>What is the life span and who will check their effectiveness and compliance over time?</i> <i>Who is the overall governing compliance organisation for operations at the Pistol Club?</i> <i>We thought the land in concern was vested in or under the control of the Gingin Golf Club.</i>	• The Gingin Pistol Club operates under a current Range Approval issued by the WA Police Licensing Enforcement Division, which specifies the types and calibres of firearms permitted, this is not a Planning consideration. • The proposed works including the installation of sea containers and upgrading of sand berms are intended for both safety and noise management. Maintenance and inspection of safety structures are the responsibility of the Gingin Pistol Club in accordance with WA Police licencing requirements. • The WA Police Licensing Enforcement Division is the governing authority responsible for range safety compliance and auditing. • The Gingin Golf Club occupying its portion of Lot 70 under a Deed of Covenant and the Gingin Pistol Club under a formal lease with the Shire (current until 30 June 2032).

**AGENDA
ORDINARY COUNCIL MEETING
18 NOVEMBER 2025**

APPENDIX 15.2.4

	<i>Have they received any formal notification by the Pistol Club or the Shire of Gingin?</i> <i>The land was donated by the Kitson family for the purpose of the Golf Club and they may have had a subsequent or informal arrangement/lease in place with the Pistol Club, so as long as the Shire of Gingin has done their due diligence in this regard and the Gingin Golf Club are fully aware and support the proposal then all should be good.</i> <i>We wish them well.</i>	
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15.3 APPLICATION FOR DEVELOPMENT APPROVAL - PROPOSED SIGNAGE ON LOT 9001 AND LOT 9504 INDIAN OCEAN DRIVE LANCELIN

File	BLD/7912
Applicant	Williams Consulting – Town Planning and Project Management
Location	Lot 9001 & Lot 9504 Indian Ocean Drive, Lancelin
Owner	VIMG WA Pty Ltd
Zoning	Lot 9001 - Future Development & Landscape Protection Zone Lot 9504 - General Rural
WAPC No	N/A
Author	Riaan Stassen – Planning Officer
Reporting Officer	James Bayliss - Executive Manager Regulatory and Development Services
Refer	Nil
Appendices	1. Location Plan [15.3.1 - 1 page] 2. Aerial Image [15.3.2 - 1 page] 3. Applicant's Proposal [15.3.3 - 10 pages] 4. Schedule of Submissions and Recommended Responses [15.3.4 - 2 pages]

DISCLOSURES OF INTEREST

PURPOSE

To consider an Application for Development Approval to install two Hoarding Signs on Lots 9001 and 9504 Indian Ocean Drive (IOD), Lancelin respectively.

BACKGROUND

The signage relates to marketing for Lancelin South. It is the developer's intention to make use of the exposure IOD provides to market the development. The design of the signs will enable them to be "re-skinned" to reflect changes to marketing and sales information over the life of the subdivision.

The north facing hoarding sign is proposed ~500m north of the intersection between IOD and Lancelin Road. The south facing sign is proposed ~572m south of the intersection between IOD and Lancelin Road. Both signs are located on private landholding to the west of IOD.

The signs are eight metres in width and four metres in height, which equates to an area of 32m². This represents a significant departure from Local Planning Policy 1.12 - Advertising Signs (LPP 1.12) and as such Council consideration is required.

A location plan and aerial imagery is provided (**see appendices**).

A copy of the applicant's proposal is provided (**see appendices**).

COMMENT

Stakeholder Consultation

The application was advertised to Main Roads Western Australia (MRWA) for a period of 42 days in accordance with clause 66 of the *Planning and Development (Local Planning Scheme) Regulations 2015*.

While MRWA raised no objection, its comment outlined that a detailed assessment against its *Policy and Application Guidelines for Advertising Signs within and beyond State Road Reserves (Static Signs)* could not be undertaken as the final imagery is still unknown and may change from time to time. The officer is of the view that this can be addressed by conditions of approval.

A copy of the schedule of submissions and recommended responses is provided (**see appendices**).

PLANNING FRAMEWORK

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

Lot 9001, which comprises Lancelin South, is zoned 'Future Development' and 'Landscape Protection Zone'. Lot 9504 is zoned 'General Rural' under LPS 9.

The objectives of the 'Future Development' zone are to:

- a) *designate land considered to be generally suitable for future development and to prevent such land being used or developed in a manner which could prejudice its possible future use for planned development;*
- b) *provide for the sustainable development of land in an orderly manner with appropriate levels of physical infrastructure and human services; and*
- c) *ensure the orderly development of the land, through a requirement for the preparation and endorsement of a Structure Plan in accordance with the provisions of Part 4 of the deemed provisions, as a pre-requisite to subdivision or development of the land.*

The objectives of the 'Landscape Protection' zone are to:

- a) Preserve visual landscape quality;*
- b) Protect and enhance landscape and scenic values through location and siting of land uses and development, and control over design and building materials;*
- c) Maintain the integrity of the landscape which is visible from identified travel routes and recreation areas, consistent with visual management objectives identified within a landscape and visual impact study; and*
- d) Provide for limited development, where the built form is consistent with zone objectives.*

The objectives of the 'General Rural' zone are to:

- a) manage land use changes so that the specific local rural character of the zone is maintained or enhanced;*
- b) encourage and protect broad acre agricultural activities such as grazing and more intensive agricultural activities such as horticulture as primary uses, with other rural pursuits and rural industries as secondary uses in circumstances where they demonstrate compatibility with the primary use;*
- c) maintain and enhance the environmental qualities of the landscape, vegetation, soils, and water bodies, to protect sensitive areas especially the natural valley and watercourse systems from damage; and*
- d) provide for the operation and development of existing, future and potential rural land uses by limiting the introduction of sensitive land uses in the General Rural zone.*

Officer Comment:

The proposed sign on Lot 9001 is located on an area identified as 'open space buffer to IOD' within the future development zone, not in the area identified for landscape protection under the approved Lancelin South Structure Plan (LSSP). The officer is therefore of the view that the proposed signage does not contravene the above objectives.

Local Planning Policy 1.12 - Advertising Signs (LLP 1.12)

The objectives of LPP 1.12 are:

- 3.1. To ensure advertising signs are minor in scale to the buildings and place they are erected on.*

- 3.2 *To ensure that advertising signs do not adversely impact the amenity of the surrounding area and protect the cultural heritage significance of a building or place.*
- 3.3 *To ensure that advertising signs only display services offered for sale and/or produced on the land or related to the approved land use taking place.*
- 3.4 *To ensure that advertising signs are maintained to an acceptable standard and do not fall into disrepair.*
- 3.5 *To ensure advertising signs do not pose any risk to the safety of pedestrians and motorists due to design and location.*

The signage is categorised as 'Hoarding Sign', which is defined as -

A freestanding sign not attached to a building, that is ground mounted, where the sign's largest dimension is horizontal and has two or more supporting posts that can or cannot be seen.

The specific criteria for a hoarding sign to be exempt from the requirement for planning approval are outlined in the table below, which provides a reference point for the intended scale of permitted signs:

Sign Type	Deemed to Comply
4.2.8 Hoarding Sign	A hoarding sign that meets all the following criteria: a) maximum of 2m (height - includes clearance from ground) and 3m (length); b) minimum ground clearance of 0.5m to the sign and supporting posts to be exposed; c) is mounted on support posts anchored to the ground; d) limited to one sign per lot; and e) not be illuminated.

The relevant development standards are outlined below:

- 4.1.2. *Advertising signs that do not meet the standard requirements of this Policy are deemed not exempt from development approval and will require the lodgement of an application to the Shire for consideration of approval.*

4.1.5 An approval is required from MRWA for a sign that is installed within the State Road Reserve or is beyond the State Road Reserve but is intended to be viewed by passing traffic on a State Road (Indian Ocean Drive or Brand Highway). Signage should be compliant with the current Main Roads Policy and Application Guidelines for Advertising Signs Within and Beyond State Road Reserves.

4.1.6. The advertising sign shall achieve the following design and location criteria:

- Be of a minor nature and subservient to the scale of a building and/or place in which they are installed.*
- Limited to one sign type per lot frontage.*
- Not cause visual clutter of the streetscape, building or place.*
- Not display offensive wording or images.*
- Only display services offered for sale and/or produced on the land.*
- Not obscure architectural attributes of a building.*
- Not cause a nuisance, by way of light spillage, to adjoining or nearby properties.*
- Not flash, pulsate or chase when illuminated.*
- Not contain colours that interfere with, or are likely to be confused with, traffic control signals whether illuminated or not.*
- Not obstruct visual sightlines or movement for motorists and pedestrians.*
- Not obstruct views of significance.*
- Not be placed on any natural feature, including a rock or tree, on a thoroughfare, or on any bridge or the structural approaches to a bridge.*

Officer Comment:

The applicant justifies the deviation from this policy in relation to the proposed size of the signs as follows:

- The signs are temporary in nature and does not constitute a permanent land use change; and

- The size of the signs (eight metres wide by four metres high) is insignificant in comparison to the size of the subject properties and the unobstructed view along the ~1.8km Indian Ocean Drive frontage.

The officer acknowledges the significance of Lancelin South as a designated regional sub centre, and that marketing of this development would naturally seek to capture the significant vehicle traffic from IOD. The signs broadly achieve the design and location criteria under LPP 1.12. The officer also concurs with the applicant's comments.

Policy and Assessment Guidelines for Static Advertising Signs (MRWA 2025)

This policy applies to all gazetted highways and main roads (state roads) controlled by MRWA and applications for new static signs:

- Within state roads (approval required); and
- Within 500m of a state road and visible from a state road (approval required).

The guidelines outline that local governments are to conduct their own planning/approval process for static signs located within their jurisdiction, and proposals captured under this policy are to be referred to MRWA. Referral has been undertaken in relation to this proposal. The guidelines also state that the MRWA is to assess applications against its policy.

The officer would therefore expect MRWA to raise any inconsistencies with the guidelines as part of its referral response. No objection was raised, however advice notes are provided indicating that further assessment will be undertaken during a separate approvals process conducted by MRWA.

Summary

In view of the above assessment the proposal is supported subject to conditions.

RISK IMPLICATIONS

Nil

STATUTORY/LOCAL LAW IMPLICATIONS

Planning and Development (Local Planning Scheme) Regulations 2015

Local Planning Scheme No 9

POLICY IMPLICATIONS

Local Planning Policy 1.12 - Advertising Signs

Policy and Assessment Guidelines for Static Advertising Signs (MRWA 2025)

BUDGET IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2024-2034

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

VOTING REQUIREMENTS - SIMPLE MAJORITY

OFFICER RECOMMENDATION

That Council grant Development Approval for the installation of Hoarding Signs on Lot 9001 and Lot 9504 Indian Ocean Drive, Lancelin respectively, subject to the following conditions:

1. The land use and development shall be undertaken in accordance with the approved plans and specifications unless otherwise conditioned by this approval.
2. This approval is limited to one sign per lot.
3. This approval is limited to a period of 10 years, expiring on 18 November 2035.
4. The signs are limited to eight metres in width and four metres in height, including a minimum ground clearance of 0.5m.
5. The external surfaces of the signage structure, with the exception of the sign facade, are to be painted in a neutral colour to the satisfaction of the Shire of Gingin.
6. The signs and associated structures are to be maintained to a good standard of presentation. The Shire reserves the right to direct the applicant/landowner, in writing, to undertake necessary works to maintain the signs to a standard satisfactory to the Shire of Gingin.

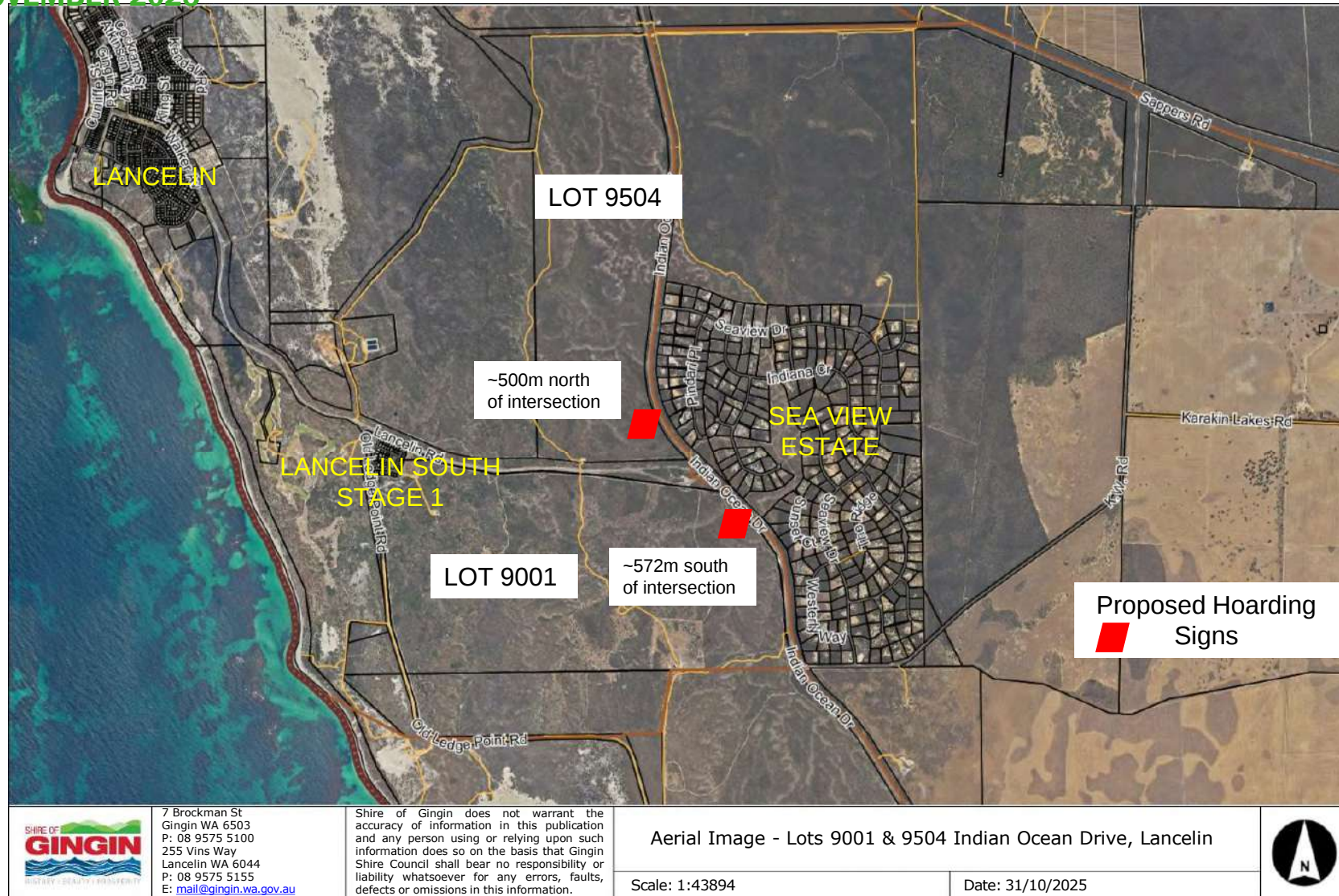
7. The approved signage shall not contain any flashing, moving or pulsating lighting, nor contain lighting that is distracting to road users.
8. Prior to site works, the applicant is to demonstrate to the Shire of Gingin that approval from Main Roads Western Australia (MRWA) has been obtained.
9. No access is permitted to or from Indian Ocean Drive for the construction or maintenance of the signs. All access to construct or maintain the signs shall be from Lancelin Road.

Advice Notes:

1. If you are aggrieved by the conditions of this approval, you have the right to request that the State Administrative Tribunal (SAT) review the decision, under Part 14 of the *Planning and Development Act 2005*.
2. If the development subject to this approval is not substantially commenced within a period of two years, the approval shall lapse and have no further effect.
3. Where an approval has so lapsed, no development may be carried out without further approval first been sought and obtained from the local government.
4. This approval is not a building permit or an approval under any law other than the *Planning and Development Act 2005*. It is the responsibility of the applicant/landowner to obtain any other necessary approvals, consents and/or licences required under any other law, and to commence and carry out development in accordance with all relevant laws.
5. Main Roads Western Australia (MRWA) has jurisdiction over the Indian Ocean Drive road reserve and signage visible from a state road. Approval shall be sought from MRWA prior to installation of the signage.
6. Main Roads Western Australia (MRWA) has recommended the following advice notes be included:
 - a. MRWA will engage with the applicant directly regarding the assessment of the imagery against the applicable 'Policy and Application Guidelines for Advertising Signs within and beyond State Road Reserves' (Static Signs).
 - b. Advertising material should consider the 'Indian Ocean Road Planning Guideline 2014'.
 - c. The proposed upgrading/widening of Indian Ocean Drive is not in the four - year forward estimated construction program and all projects not listed are still subject to change without notice. MRWA assumes no liability for the information provided.

- d. No access is permitted to or from Indian Ocean Drive. Access to construct the signs shall be via the freehold lots from the local government road network.
- e. Vegetation within the state road reserve shall not be removed or trimmed to improve the visibility of the proposed advertising signs.





Williams Consulting- Town Planning and Project Management

0418 116 216 sam@williamsconsulting.page 354 Redman Road, Scotsdale WA 6333

1 September 2025

Chief Executive Officer
Shire of Gingin
PO Box 510
Gingin WA 6503

Dear Sir/Madam,

DEVELOPMENT APPLICATION- ADVERTISING SIGNAGE - LOT 9504 AND LOT 9001 LANCELIN ROAD, LANCELIN

The following application has been prepared on behalf of the owner of Lot 9504 and Lot 9001 Lancelin Road, Lancelin (the *site*), VIMG WA Pty Ltd. This application seeks approval from the Shire of Gingin to erect two hoarding signs within VIMG WA Pty Ltd landholding to face Indian Ocean Drive for the promotion of the Lancelin South Development.

As the signs are designed to be viewed from the State Road, Indian Ocean Drive, approval from Main Roads WA has also been sought.

A legal description of the site is provided in **Table 1**. A copy of the Certificates of Title is provided at **Appendix A**.

Lot No.	Area (ha)	CT Vol/Fol	Plan No.	Ownership
9001	540.97	2816/596	P073642	VIMG WA LANCELIN CITY PTY LTD
9504	375.94ha		P051420	LANCEIN SERVICE COMMERCIAL PTY LTD

Table 1: Subject Site Legal Description

BACKGROUND

The sales process for the Lancelin South development commenced in 2011, with the completion of Stage 1 of Lancelin South, which comprised circa 50 lots. Since 2022, when VIMG WA Pty Ltd acquired the Lancelin South development, various stages of the development have been created/under construction as follows:

- **Stage 2** with WAPC ref: 163013 - 66 lots currently under construction, with titles expected in January 2026. All lots comprising stage 2 have been pre-sold.

- **Stage 3 & 4** with WAPC ref:164479 - 119 lots. Civil works have commenced, with titles expected mid 2026. All lots comprising Stage 3 and 4 have been pre-sold.
- **Stage 5 & 6** with WAPC ref: 163013- 253 lots, with WAPC subdivision approval issued and all lots have been pre-sold. Civil works are forecast to commence shortly.
- **Stage 7 and 8** with WAPC ref: 202157- 353 lots, with WAPC assessment of the subdivision application under way. Pre-sales marketing is forecast to commence shortly.

PROPOSAL

To provide greater exposure for the Lancelin South development and leverage off the current strong demand, the owner and developer requires the installation of two hoarding signs within their landholding to be visible from Indian Ocean Drive- refer **Figure 1** with the proposed locations.

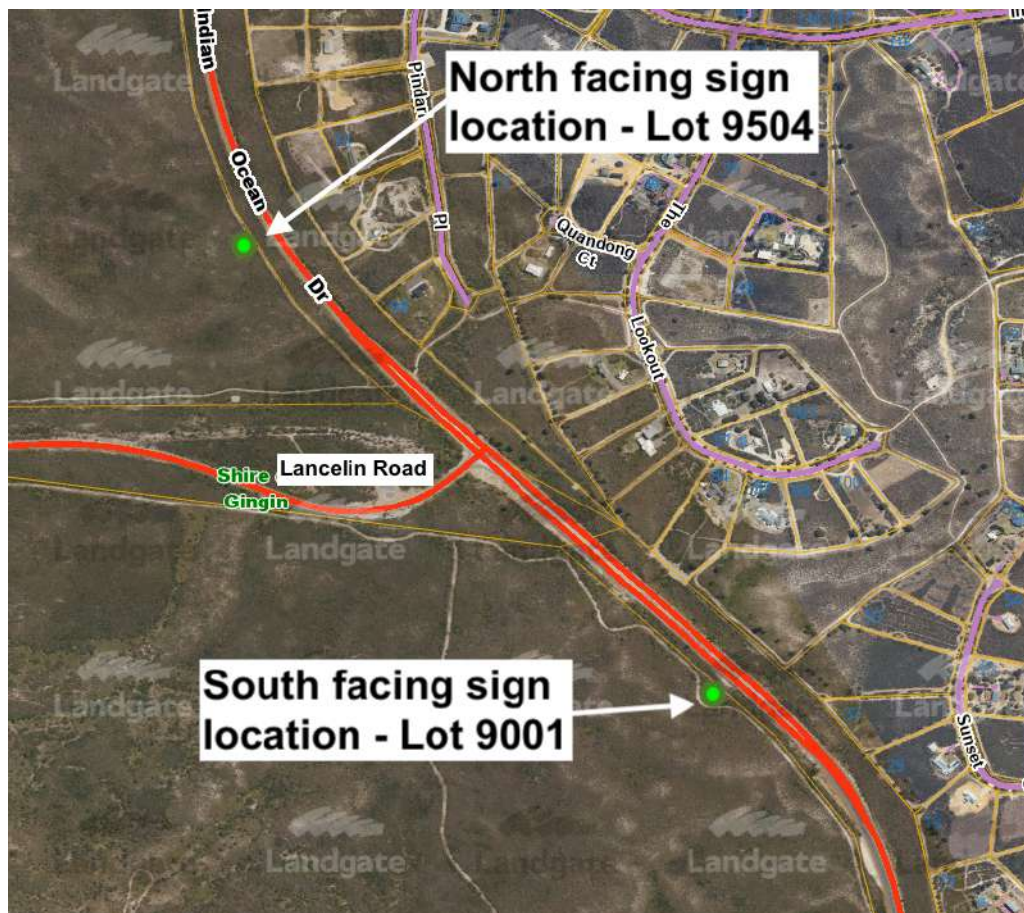


Figure 1- Proposed hoarding sign locations for Lancelin South development

The north facing sign will be 500m north west of the intersection of Lancelin Road and Indian Ocean Drive and the south facing sign 572m south east from the same intersection.

The signs will be 8 metres wide by 4 metres high. A minimum 0.5m ground clearance will be provide from the lowest point of the sign.

The signs will be designed to enable them to be “re-skinned” to promote any changes to the sales information being portrayed (i.e., stage release, promotions, pricing, imagery etc). The imagery to be displayed, forming this application, is identified below in **Figure 2 and 3**.



Figure 2: Sign content- northern sign.



Figure 3: Sign content- southern sign.

The structural design of the signs will be undertaken by a suitable civil engineer, taking into account the high wind exposure of the site. This design will be submitted for assessment by the Shire of Gingin as part of the building licence assessment.

PLANNING FRAMEWORK

Shire of Gingin Local Planning Scheme No.9

Lot 9504 is zoned General Rural under the Shire of Gingin's Local Planning Scheme No.9 (LPS9). Given the size of the Lot 9504 (i.e., 375ha), the sign in comparison is insignificant.

The LPS9 intentions of the General Rural zone generally relate to maintaining the viability of rural land. As the sign is comparatively small, the following General Rural Objectives will not be impacted by the sign, as follows:

- Local rural character will not be lost.
- Agricultural activities if commenced on the site, will not be impacted by the sign.
- There will be no adverse environmental impacts from the sign.
- The sign is not a sensitive land use and will not have an impact on the General Rural land use.

Lot 9001, which comprises the Lancelin South estate, is zoned Future Development and Landscape Protection Zone under LPS 9. The sign will be within the Landscape Protection Zone. As per Lot 9504, the size of the sign in relation to the landholding is insignificant. In addition, the frontage of Lot 9001 on Indian Ocean Drive is 1.8km, further illustrating how insignificant the size of the sign in the locality. The sign will not impact on the objectives of the LPS9 Landscape Protection Zoning given the following:

- The visual landscape quality will not be affected.
- The land use is not changing, and no significant built form infrastructure (i.e., housing) is being proposed.
- The landscape integrity of the location is not being impacted- i.e., the insignificant size of the sign when compared to the length of Indian Ocean Drive frontage for Lot 9001.

Shire of Gingin Local Planning Policy Statement No.1.12- Advertising Signs

The Shire of Gingin's Local Planning Policy Statement No.1.12 (LPPS 1.12) provides guidance on the requirements for obtaining development approval for signage within the Shire.

As per LPPS 1.12, the proposed signage is classified as Hoarding Sign. Based on this, the following is provided

LPPS 1.12 Development Requirements	
General Requirements- listed where applicable	Applicant Response
<i>Sign types that are not listed or defined under the definitions, or not otherwise mentioned in this Policy, shall be deemed 'Not Permitted', unless otherwise accepted by the Shire for consideration.</i>	The proposed hoarding signs are listed in the policy and hence can be approved.
<i>Advertising signs that do not meet the standard requirements of this Policy are deemed not exempt from development approval and will require the lodgement of</i>	The hoarding signs proposed are not exempt from obtaining development approval, as the dimensions exceed the "deemed to comply".

<i>an application to the Shire for consideration of approval.</i>	Council's consideration of the size proposed forms this development application.
<i>An approval is required from Main Roads WA for a sign that is installed within the State Road Reserve or is beyond the State Road Reserve but is intended to be viewed by passing traffic on a State Road (Indian Ocean Drive or Brand Highway). Signage should be compliant with the current Main Roads Policy and Application Guidelines for Advertising Signs Within and Beyond State Road Reserves.</i>	As the signs will address Indian Ocean Drive and will be viewed by passing traffic, approval has been sought from Main Roads WA concurrently with this development application.
<i>The advertising sign shall achieve the following design and location criteria:</i> <i>• Be of a minor nature and subservient to the scale of a building and/or place in which they are installed.</i> <i>• Limited to one sign type per lot frontage.</i> <i>• Not cause visual clutter of the streetscape, building or place.</i> <i>• Not display offensive wording or images.</i> <i>• Only display services offered for sale and/or produced on the land.</i> <i>• Not obscure architectural attributes of a building.</i> <i>• Not cause a nuisance, by way of light spillage, to adjoining or nearby properties.</i> <i>• Not flash, pulsate or chase when illuminated.</i> <i>• Not contain colours that interfere with, or are likely to be confused with, traffic control signals whether illuminated or not.</i> <i>• Not obstruct visual sightlines or movement for motorists and pedestrians.</i> <i>• Not obstruct views of significance.</i> <i>• Not be placed on any natural feature, including a rock or tree, on a thoroughfare, or on any bridge or the structural approaches to a bridge.</i>	Compared to the size of the landholding and surrounding environment, the signs will not dominate the locality. This application is for one sign on Lot 9001 and one sign on Lot 9504. The signs will not cause visual clutter. The signs will not contain offensive wording/images. The signs are for the sale of the land. N/A N/A N/A The signs will not interfere or confuse traffic. The signs will not impact visual sightlines. The signs will not obstruct significant views. N/A

As per Section 4.2.8, a Hoarding Sign is deemed to comply and does not require development approval if:

- a) maximum of 2m (height - includes clearance from ground) and 3m (length);
- b) minimum ground clearance of 0.5m to the sign and supporting posts to be exposed;
- c) is mounted on support posts anchored to the ground;
- d) limited to one sign per lot; and
- e) not be illuminated.

As the signs will be 8m x 4m, development approval is sought. As identified above, the size of the signs can achieve the design and location criteria and meets the objectives of the Landscape Protection Zone under LPS9, which enables Council to approve this application.

Furthermore, the signs meet criteria c- e as identified above.

Indian Ocean Drive Planning Guideline

The WAPC's Indian Ocean Drive Planning Guideline (IODPG) establishes the broad guidelines for development in the locality of Indian Ocean Drive. With respect to signage, Section 5.2.6 of the IODPG notes the following guidelines, which this development application has been able to address.

Indian Ocean Drive Planning Guidelines	
Section 5.2.6- Signage and Branding Guidelines	Applicant Response
<i>All proposals should be assessed against criteria provided in Main Roads' guidelines for the management of advertising signs within and beyond road reserves.</i>	The proposed hoarding signs are being referred to Main Roads for approval.
<i>Signage should be located: a. close to the feature to which it refers; b. away from focal points in views or other prominent locations, such as skylines; c. outside important views unless this is unavoidable; and d. where it does not impair sight distance from adjacent access or side roads.</i>	The signs will address the location requirements given the following: a) Located at the entrance to the development they are promoting. b) Are not near focal points and prominent locations. c) Not located within an important view line. d) Will not impact on IOD sight distance.
<i>Other than standardised road and directional signs, signage and town entry structures should be designed such that:..... d. signage outside towns is not as high or as large compared to typical billboards; and e. design and construction is of a high standard.</i>	This guideline requirement combines signs and town entry statements. The signs relating to this application are not entry statements and address the relevant portions of the guidelines, as the signs will be hoarding signs and not a billboard. Furthermore, all signage will be constructed to a high standard, given it's the brand for the sale of the development.

This application seeks approval for the provision of two signs on two separate titles to be visible from Indian Ocean Drive. The purpose of the signs is to promote the sale of the Lancelin South development. This application demonstrates the proposed signs comply with the relevant planning framework.

Council's approval of this development application is respectfully requested. Should you have any questions regarding the information contained in this correspondence, please do not hesitate to contact the undersigned on 0418 116 216.

Yours faithfully,



Sam Williams
Town Planner

CC: Main Roads WA
Andre Paulino
Acting Network Operations Coordinator
andre.paulino@mainroads.wa.gov.au

Enc:
Appendix A - Certificates of Title

APPENDIX A - CERTIFICATES OF TITLE

WESTERN



AUSTRALIA

TITLE NUMBER

Volume

Folio

2646

96

**RECORD OF CERTIFICATE OF TITLE
UNDER THE TRANSFER OF LAND ACT 1893**

The person described in the first schedule is the registered proprietor of an estate in fee simple in the land described below subject to the reservations, conditions and depth limit contained in the original grant (if a grant issued) and to the limitations, interests, encumbrances and notifications shown in the second schedule.

BGRoberts
REGISTRAR OF TITLES



LAND DESCRIPTION:

LOT 9504 ON DEPOSITED PLAN 51420

**REGISTERED PROPRIETOR:
(FIRST SCHEDULE)**

LANCELIN SERVICE COMMERCIAL PTY LTD OF SUITE 2, 233 ADELAIDE TERRACE, PERTH, WESTERN
AUSTRALIA 6000

(T Q200020) REGISTERED 5/11/2024

**LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS:
(SECOND SCHEDULE)**

1. RESTRICTIVE COVENANT BENEFIT - SEE DEPOSITED PLAN 51420 AND INSTRUMENT K42376
2. RESTRICTIVE COVENANT BENEFIT - SEE DEPOSITED PLAN 51420 AND INSTRUMENT K42377.
3. Q516261 MORTGAGE TO CERTANE CT PTY LTD OF LEVEL 6 76-80 CLARENCE STREET SYDNEY NSW
2000 REGISTERED 22/7/2025.

Warning: A current search of the sketch of the land should be obtained where detail of position, dimensions or area of the lot is required.
Lot as described in the land description may be a lot or location.

-----END OF CERTIFICATE OF TITLE-----

STATEMENTS:

The statements set out below are not intended to be nor should they be relied on as substitutes for inspection of the land
and the relevant documents or for local government, legal, surveying or other professional advice.

SKETCH OF LAND: DP51420
PREVIOUS TITLE: 2625-276
PROPERTY STREET ADDRESS: NO STREET ADDRESS INFORMATION AVAILABLE.
LOCAL GOVERNMENT AUTHORITY: SHIRE OF GINGIN

WESTERN



AUSTRALIA

TITLE NUMBER

Volume

Folio

2816

596

**RECORD OF CERTIFICATE OF TITLE
UNDER THE TRANSFER OF LAND ACT 1893**

The person described in the first schedule is the registered proprietor of an estate in fee simple in the land described below subject to the reservations, conditions and depth limit contained in the original grant (if a grant issued) and to the limitations, interests, encumbrances and notifications shown in the second schedule.

BG Roberts
REGISTRAR OF TITLES



LAND DESCRIPTION:

LOT 9001 ON DEPOSITED PLAN 73642

**REGISTERED PROPRIETOR:
(FIRST SCHEDULE)**

VIMG WA LANCELIN CITY PTY LTD OF SUITE 2, 233 ADELAIDE TERRACE, PERTH, WESTERN AUSTRALIA 6000
(T Q196914) REGISTERED 1/11/2024

**LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS:
(SECOND SCHEDULE)**

1. RESTRICTIVE COVENANT BENEFIT - SEE DEPOSITED PLAN 73642 AS CREATED ON DEPOSITED PLAN 51420 AND INSTRUMENT K42376 AS TO PORTION ONLY
2. RESTRICTIVE COVENANT BENEFIT - SEE DEPOSITED PLAN 73642 AS CREATED ON DEPOSITED PLAN 51420 AND INSTRUMENT K42377 AS TO PORTION ONLY
3. Q196915 MORTGAGE TO CERTANE CT PTY LTD OF LEVEL 6, 76-80 CLARENCE STREET SYDNEY NSW 2000 REGISTERED 1/11/2024.
4. Q196916 CAVEAT BY SHIRE OF GINGIN LODGED 1/11/2024.

Warning: A current search of the sketch of the land should be obtained where detail of position, dimensions or area of the lot is required.
Lot as described in the land description may be a lot or location.

-----END OF CERTIFICATE OF TITLE-----

STATEMENTS:

The statements set out below are not intended to be nor should they be relied on as substitutes for inspection of the land and the relevant documents or for local government, legal, surveying or other professional advice.

SKETCH OF LAND: DP73642
PREVIOUS TITLE: 1696-283, 2646-97
PROPERTY STREET ADDRESS: NO STREET ADDRESS INFORMATION AVAILABLE.
LOCAL GOVERNMENT AUTHORITY: SHIRE OF GINGIN

SCHEDULE OF SUBMISSIONS AND OFFICER RESPONSES

DEVELOPMENT APPLICATION: ADVERTISING SIGNAGE ON LOT 9504 & 9001 INDIAN OCEAN DRIVE, LANCELIN

No.	Submitter	Submission details	Officer response
1.	MRWA	The submitter provides the following general comment: <i>Main Roads has no objections subject to the following:</i> <u>Condition</u> 1. The signage component is not approved as part of this application. <u>Justification for Condition</u> Due to the absence of the signage content within the referral package, an assessment against Main Roads “Policy and Application Guidelines for Advertising Signs Within and Beyond State Road Reserves” is unable to be undertaken. In accordance with Planning and Development (Local Planning Schemes) Regulations 2015, Schedule 2, Part 9, Clause 67(2) (f) it is appropriate to exclude the signage component as assessment against the relevant state policy is unable to be executed. Advice a) Condition 1: Main Roads has recently engaged with applicant directly over the Main Roads Advertising Policy, procedure and application submission in order for Main Roads to review. Please refer to : ‘Policy and Application Guidelines for Advertising Signs Within and Beyond State Road Reserves’ b) Advertising Proposal should consider the Indian Ocean Drive Planning Guidelines : Planning guidelines - Indian Ocean Drive planning c) The upgrading/widening of the Indian Ocean Drive is not in Main Roads current 4-year forward estimated construction program and all projects not listed are subject to change without notice. Main Roads assumes no liability for the information	Noted

		provided. Planning guidelines and details of the recent planning study for Indian Ocean Drive can be found at the following links Planning guidelines - Indian Ocean Drive planning and Indian Ocean Drive Planning Study Main Roads Western Australia d) No access is permitted to or from the Indian Ocean Drive. All access to construct the sign with the freehold lots shall be from the local government road network. e) Vegetation within the state road reserve shall not be removed or trimmed to improve the visibility of the proposed advertising signs Main Roads requests a copy of the Shire final determination on this proposal to be sent to mwglanning@mainroads.wa.gov.au quoting the file reference above.	
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15.4 SUBDIVISION REFERRAL - PROPOSED SEVEN LOT SUBDIVISION OF LOT 877 (2412) GINGIN BROOK ROAD, NEERGABBY

File	LND/742
Applicant	Tuscom Subdivision Consultants
Location	Lot 877 (2142) Gingin Brook Road, Neergabby
Owner	Longarrow Pty Ltd
Zoning	General Rural - Uncoded
WAPC No	202437
Author	James Bayliss - Executive Manager Regulatory and Development Services
Reporting Officer	James Bayliss - Executive Manager Regulatory and Development Services
Refer	Nil
Appendices	1. Location Plan [15.4.1 - 1 page] 2. Aerial Plan [15.4.2 - 1 page] 3. Subdivision Plan [15.4.3 - 1 page] 4. Bushfire Management Plan [15.4.4 - 91 pages]

DISCLOSURES OF INTEREST

PURPOSE

To consider a subdivision referral from the Western Australian Planning Commission (WAPC) to create seven (7) lots from Lot 877 (2142) Gingin Brook Road, Neergabby.

BACKGROUND

The WAPC is the responsible authority for subdivision approvals in Western Australia. Subdivision applications are registered by the Department of Planning, Lands and Heritage (DPLH) and then referred to relevant State agencies and the local government for comment.

The subject lot is 153 hectares (ha) in area and currently contains six (6) conservation category wetlands, four (4) resource enhancement wetlands and two (2) multiple use wetlands. The proposal is silent on how these environmental attributes would be protected or maintained.

The property contains pockets of native vegetation, some of which requires removal to allow for the installation of boundary fencing, driveways and firebreaks.

The proposed subdivision seeks approval to create seven (7) green title lots of the following dimensions:

- Lot 86 - 23.1ha;
- Lot 87 - 21.7ha;
- Lot 88 - 20.5ha;
- Lot 89 - 20ha;
- Lot 90 - 24.1ha;
- Lot 91 - 23.3ha; and
- Lot 92 - 20.2ha.

The proposal is being presented to Council as the assessing officer is of the view that the subdivision proposal is not consistent with Local Planning Scheme No. 9 (LPS 9) and does not meet the exceptional circumstances for the subdivision of rural land under Development Control Policy 3.4 (DCP 3.4), and as such should be refused.

A location plan and aerial imagery are provided (**see appendices**).

A copy of the subdivision plan and Bushfire Management Plan (BMP) are also provided (**see appendices**). No further supporting justification for the proposal has been provided.

PLANNING FRAMEWORK

Local Planning Strategy (the Strategy)

The Strategy identifies the vision for the municipality, and longer-term directions for land use, development, settlement patterns and management of the Shire's extensive non-urban areas. The Strategy is largely implemented through LPS 9.

Section 2.3.6.2 of the Strategy relates to rural areas and states the following:

Rural land is a finite resource in the Shire of Gingin and represents the only land available for diverse, sustainable rural activities and potential non-rural growth and development opportunities in the very long term. The ability of rural land to sustain its primary function and utility is threatened by instances where rural land is seen as a resource for subdivision.

There is a general presumption against subdivision of rural land in the Shire.

Section 3.3.7 of the Strategy outlines policy positions and actions, one being the introduction of a coding mechanism for rural land that sets out minimum lot sizes. The coding mechanism has been incorporated into LPS 9 which will be outlined below. This section goes on to outline that, when considering proposals for subdivision of rural land, Council will consider whether the proposal:

- is consistent with the objectives and intent of State Planning Policy;*

...

- iv. *is supported by demonstrated demand and justified in terms of achieving productive use of rural land and/or net environmental benefit;*

The applicant has not provided any rationale for the subdivision. The subsequent assessment will demonstrate that the above provisions are not satisfied.

Local Planning Scheme No. 9 (LPS 9)

The subject land is zoned General Rural under LPS 9, the objectives of which are to:

- a) *manage land use changes so that the specific local rural character of the zone is maintained or enhanced;*
- b) *encourage and protect broad acre agricultural activities such as grazing and more intensive agricultural activities such as horticulture as primary uses, with other rural pursuits and rural industries as secondary uses in circumstances where they demonstrate compatibility with the primary use;*
- c) *maintain and enhance the environmental qualities of the landscape, vegetation, soils and water bodies, to protect sensitive areas especially the natural valley and watercourse systems from damage; and*
- d) *provide for the operation and development of existing, future and potential rural land uses by limiting the introduction of sensitive land uses in the General Rural zone.*

'Clause 4.8.6 - General Rural Zone' of LPS 9 states:

4.8.6.1 In the General Rural zone lot sizes shall comply with the following standards:

<i>Code</i>	<i>Minimum Lot Size</i>
<i>GR10</i>	<i>10 Hectare</i>
<i>GR20</i>	<i>20 Hectares</i>
<i>GR30</i>	<i>30 Hectares</i>
<i>GR40</i>	<i>40 Hectares</i>

UNCODED Further subdivision will not be supported unless it meets the exceptional circumstance requirements for subdivision under WAPC Development Control Policy 3.4.

Officer comment

The proposal seeks to subdivide at a GR 20 coding, however the land is uncoded. The above clause outlines that any further subdivision will not be supported unless it meets the exceptional circumstance requirements under DCP 3.4. This provision very clearly outlines the basis for subdividing uncoded rural land within the Shire. This provision has strategically and deliberately been incorporated into LPS 9, with regard to the intent of the Strategy to protect rural land from fragmentation.

State Planning Policy 2.5 – Rural Planning (SPP 2.5)

The purpose of SPP 2.5 is to protect and preserve Western Australia's rural land assets due to the importance of their economic, natural resource, food production, environmental and landscape values. SPP 2.5, as provided at cl 3.3 (b), is to be used in tandem with DCP 3.4 in decision making on subdivision proposals for rural zoned land.

The officer intends to outline the relevant provisions of SPP 2.5 and DCP 3.4 and then provide commentary in relation to the proposed subdivision further in the report below.

Relevant objectives of SPP 2.5 are to:

- (a) support existing, expanded and future primary production through the protection of rural land, particularly priority agricultural land and land required for animal premises and/or the production of food;*
- (e) avoid and minimise land use conflicts;*

Cl 5.1 seeks to protect rural land and rural land uses by:

- (e) creating new rural lots only in accordance with the circumstances under which rural subdivision is intended in Development Control Policy 3.4: Subdivision of rural land;*
- (g) comprehensively planning for the introduction of sensitive land uses that may compromise existing, future and potential primary production on rural land;*

Clause 6.5 'Subdivision' of SPP 2.5 states:

It is the view of the WAPC that there are sufficient, suitably sized and located rural lots to cater for intensive and emerging primary production land uses. Creation of new rural lots through ad hoc, unplanned subdivision will not be permitted.

In contemplating subdivision proposals on rural land, WAPC policy is:

- (a) the creation of new or smaller rural lots will be by exception and in accordance with Development Control Policy 3.4: Subdivision of rural land;*
- (b) the creation of new or smaller rural lots by exception may be provided for in other State Planning Policies and/or a local planning strategy or scheme;*
- (c) no other planning instruments besides those listed at (a) or (b) can provide for the subdivision of rural land; and*
- (d) the introduction of new dwelling entitlements or other sensitive land uses should not limit or prevent primary production from occurring.*

Development Control Policy 3.4 – Subdivision of Rural Land (DCP 3.4)

Clause 4 of DCP 3.4 states;

Where local conditions require subdivision or creation of land parcels for this purpose, it should be provided for in a strategy or scheme and supported by evidence from an agency responsible for agriculture and food.

Clause 5, DCP 3.4 states that when determining subdivision proposals on rural land, the following measures apply:

- (a) the creation of new or smaller lots will be by exception;*
- (b) proposals will be considered against strategies and schemes;*
- (c) adequate buffer distances for sensitive and/or incompatible land uses can be achieved; and*
- (d) proposals will be assessed against any relevant State planning policies and/or operational policies.*

Clause 6 of DCP 3.4 sets out the exceptional circumstances under which subdivision of rural land can be considered. This is an important section as it is afforded significant weight via clause 4.8.6.1 of LPS 9. The circumstances include:

- (a) To realign lot boundaries with no increase in the number of lots, where the resultant lots will not adversely affect rural land uses;*
- (b) To protect and actively conserve places of cultural and natural heritage*
- (c) To allow for the efficient provision of utilities and infrastructure and/or for access to natural resources;*
- (d) In the Homestead lot policy area (Appendix 2), to allow for the continued occupation of existing homesteads when they are no longer used as part of a farming operation; and*
- (e) For other unusual or unanticipated purposes which, in the opinion of the WAPC, do not conflict with this and other relevant policies and are necessary to the public interest.*

Although the WAPC seeks to minimise the creation of new or smaller rural lots, there are some circumstances where subdivision may be appropriate in order to promote better land management and achieve environmental, cultural and/or social benefits.

Officer comment

The below comments address various provisions outlined under the Strategy, LPS 9, SPP2.5 and DCP 3.4.

- It should be noted that land to the west (Lot 908 Gingin Brook Road) contains an Animal Husbandry - Intensive (poultry farm) use that consists of 27 poultry sheds. Clause 5.7 of SPP 2.5 outlines the importance of having adequate separation distances between poultry farms and sensitive receptors.

A separation distance relates to the shortest distance between the boundary of the area that may potentially be used by the development, and the boundary of the area of the sensitive land use. Separation distances are intended to avoid conflicts between incompatible land uses.

SPP 2.5 defines 'sensitive land uses' as follows:

Land uses that are residential or institutional in nature, where people live or regularly spend extended periods of time. These include dwellings, short-stay accommodation, schools, hospitals and childcare centres. Generally, excludes commercial or industrial premises.

Appendix 1 of the *Environmental Protection Authority - Guidance for the Assessment of Environmental Factors - Separation Distances between Industrial and Sensitive Land Uses No. 3 (EPA Guidance Statement)* outlines that a buffer distance of between 300 - 1000 metres is applicable for 'Poultry Industries' to a sensitive land use depending on size of the operation. The development to the west is significant and was assessed on the basis of a 1000 metre separation distance. All lots that form part of the proposal, except for Lot 89, are located within the 1km separation distance.

The proposal therefore enables additional sensitive receptors (at least six (6)) into a rural environment surrounded by an intensive poultry farm, contrary to SPP 2.5.

- Creation of smaller lots should be by exception, and there are no unusual or exceptional circumstances that apply to the subject property that warrants fragmentation.
- LPS 9 explicitly states that uncoded rural land may not be fragmented unless an exceptional circumstance under DCP 3.4 applies. No such exceptional circumstance applies.
- The objective of the general rural zone under LPS 9 seeks to avoid the introduction of sensitive land uses to ensure that rural land use is not stifled, and is used for its intended purpose, being primary production and rural pursuits. The proposal contravenes this objective.

General Comment

The officer notes the following additional concerns with the proposal:

- The property contains six (6) conservation category wetlands, four (4) resource enhancement wetlands and two (2) multiple use wetlands. The proposal is silent on how these environmental attributes will be protected or maintained.
- The property contains large pockets of native vegetation, some of which requires removal by the installation of boundary fencing, driveways and firebreaks.

The officer has not investigated the above concerns in any great detail given the inconsistencies with the Strategy, LPS 9, SPP 2.5 and DCP 3.4. They have been raised simply to point out the lack of supporting information provided with the referral. The DPLH will address the above via engagement with the Department of Water and Environmental Regulation (DWER) and the Department of Biodiversity, Conservation and Attraction (DBCA).

Summary

The officer is of the view that the proposed subdivision is inconsistent with the following:

- Clause 4.8.6.1 of LPS 9;
- Objective (a) and (e) of SPP 2.5;
- Clause 5.1 (e) and (g) of SPP 2.5;
- Clause 6.5 (a), (b), (c) and (d) of SPP 2.5;
- Clause 5 (a), (b), (c) and (d) of DCP 3.4;
- Clause 4 of DCP 3.4; and
- Clause 6 of DCP 3.4;

As such, the officer recommends that Council advise the WAPC that the proposed subdivision is not supported.

RISK IMPLICATIONS

There is a risk that support for the proposal undermines the intent of the Strategy and contravenes LPS 9 and multiple state planning policies. Support would therefore set an undesirable precedent.

STATUTORY/LOCAL LAW IMPLICATIONS

Planning and Development Act 2005

Planning and Development (Local Planning Scheme) Regulations 2015

Local Planning Strategy 2012 (the Strategy)

Local Planning Scheme no. 9

POLICY IMPLICATIONS

State Planning Policy 2.5 - Rural Planning (SPP 2.5) and the Accompanying Guidelines (Version 3)

State Planning Policy 3.7 - Planning in Bushfire Prone Areas (SPP3.7)

Environmental Protection Authority - Guidance for the Assessment of Environmental Factors - Separation Distances between Industrial and Sensitive Land Uses No. 3 (2005) (EPA Guidance Statement)

Environmental Protection Authority – Environmental Assessment Guideline for Separation Distances Between Industrial and Sensitive Land Uses (2015) (draft)

Department of Water and Environmental Regulation - Odour Emission Guidelines (June 2019) (Odour Emissions guidelines)

BUDGET IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2024-2034

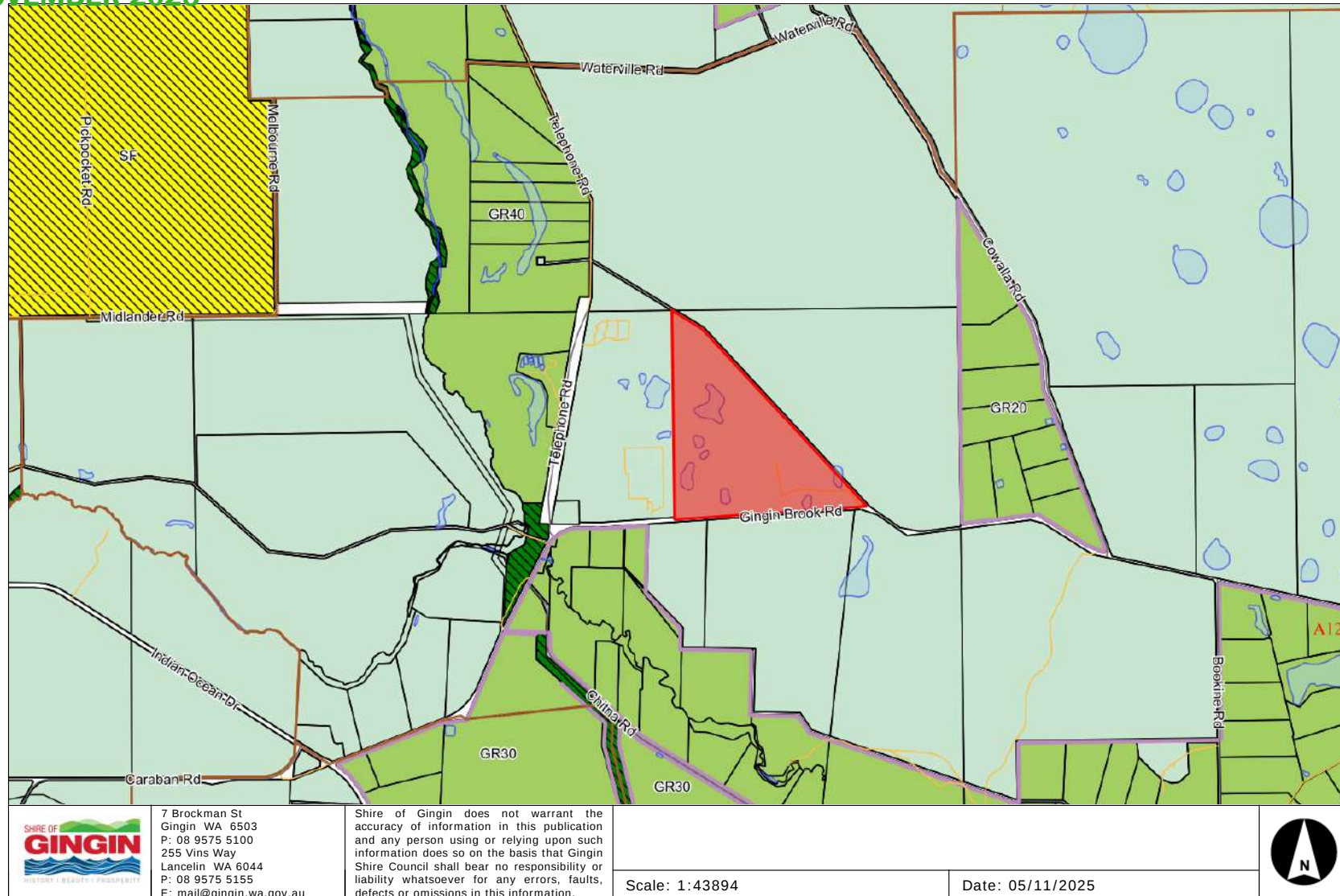
Aspiration	3. Planning & Sustainability - Plan for Future Generations
Strategic Objective	3.3 Planning and Land Use - Plan the use of the land to meet future requirements, incorporating economic development objectives and community amenity.

VOTING REQUIREMENTS - SIMPLE MAJORITY

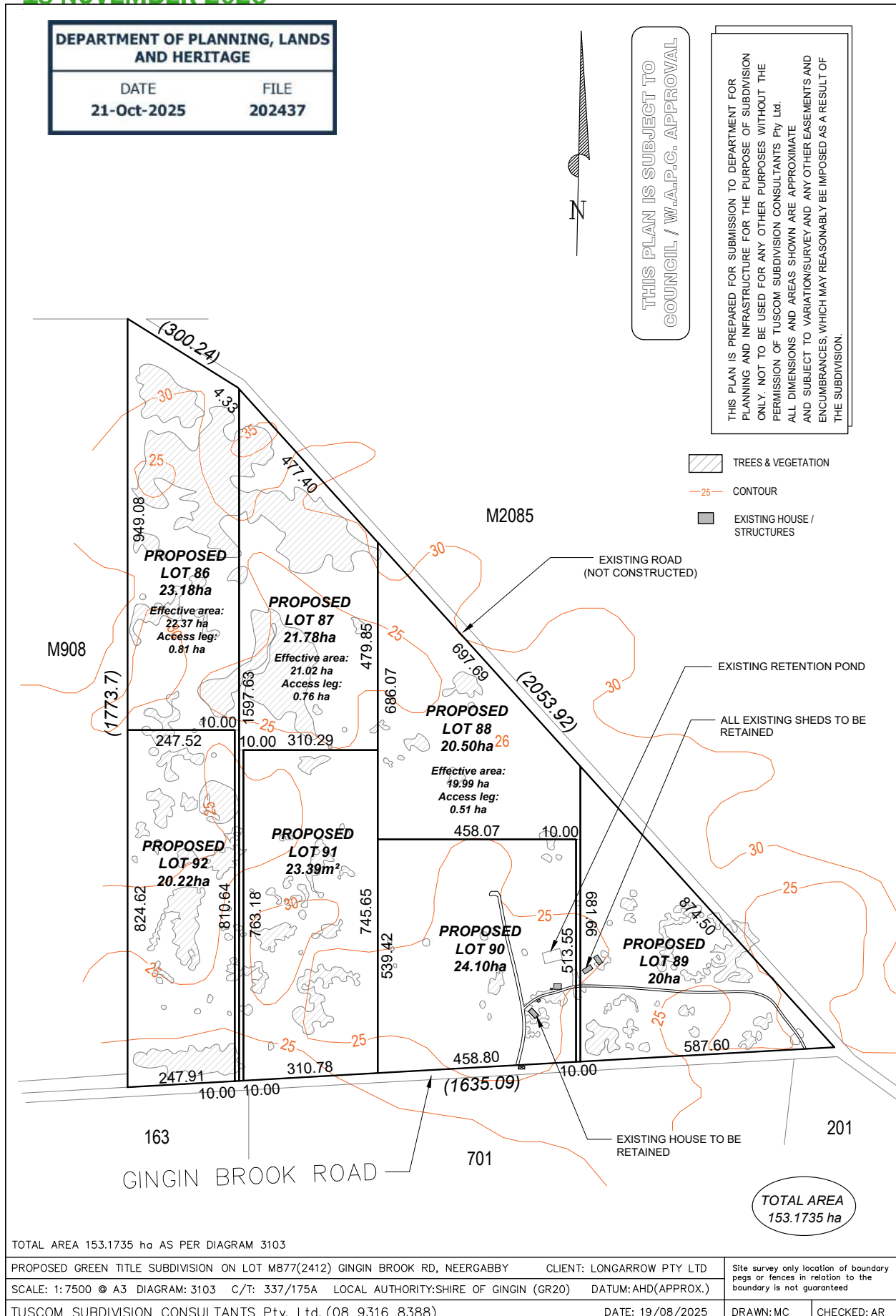
OFFICER RECOMMENDATION

That Council advise the WAPC that the proposal for a seven (7) lot subdivision of Lot 877 (2142) Gingin Brook Road, Neergabby is not supported for the following reasons:

1. The proposal is contrary to State Planning Policy 2.5 – Rural Planning and Development Control Policy 3.4 – Subdivision of Rural Land, because:
 - a. It will create new and smaller rural lots in a manner inconsistent with the exceptional circumstances set out under DCP 3.4; and
 - b. It seeks to establish new or smaller lots in an ad-hoc manner; and
 - c. It introduces sensitive land uses that may limit or prevent the ongoing use and/or expansion of primary production activity in the locality; and
2. The creation of new or smaller rural lots in this location in the manner proposed is not provided for under the Shire of Gingin's Local Planning Strategy or Local Planning Scheme No. 9; and
3. Approval of the subdivision is inconsistent with the principles of orderly and proper planning and would create an undesirable precedent.







Bushfire Management Plan Coversheet

Site address: Lot M877 (2412) Gingin Brook Rd, Neergabby

Site visit / date: Yes ☒ No ☐ 1 October 2025

Report author or reviewer: Mike Scott

Not accredited ☐ Level 1 BAL assessor ☐ Level 2 practitioner ☐ Level 3 practitioner ☒

BPAD accreditation number: 27795 Accreditation expiry – month / year February 2026

Bushfire Management Plan - version / date: V1.0 9 October 2025

If one or more of the following responses are yes, then these should be automatically referred to DFES.	Yes	No
Strategic planning is required to address SPP 3.7 and the Guidelines	☐	☒
The application is a vulnerable land use	☐	☒

If one or more of the following responses are yes, and the decision-maker requires input from DFES, then the application can be referred.	Yes	No
The BAL rating has been calculated by a method other than Method 1 as prescribed by AS 3959	☐	☒
An outcomes-based approach has been submitted to demonstrate compliance with the bushfire protection criteria	☐	☒

Note: If a subdivision or development application meets all the acceptable solutions and does not otherwise trigger a referral as listed above, seeking advice from DFES on SPP 3.7 or other matters is at the discretion of the decision-maker.

The information provided within this bushfire management plan, to the best of my knowledge, is true and correct:

Dated signature of report author or reviewer:



9 October 2025



Bushfire Management Plan

(PREPARED FOR PLANNING APPLICATION ASSESSMENT PURPOSES)



Compiled in accordance with State Planning Policy 3.7 Bushfire and the Planning for Bushfire Guidelines

Lot M877 (2412) Gingin Brook Rd, Neergabby

Shire of Gingin

Subdivision Application

9 October 2025

Job Reference No: 250873

BPP GROUP PTY LTD T/A BUSHFIRE PRONE PLANNING ACN: 166 551 784 ABN: 139 166 551 784 SUITE 11, 36 JOHNSON STREET GUILDFORD WA 6055 PO BOX 388 GUILDFORD WA 6935 08 6477 1144 admin@bushfireprone.com.au	
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DOCUMENT CONTROL

PREPARATION					
Author:	Selina Hutcheon (BPAD Level 1 No. 63345)				
Reviewed:	Mike Scott (BPAD Level 3 No. 27795)				
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BMP (Master) Template v10.1					

LIMITATIONS AND DISCLAIMER

Management of Risks Associated with Bushfire

For the subject planning proposal, the protection measures to be implemented based on information presented in this Bushfire Management Plan, prepared for land-use planning purposes, are the minimum requirements for management of relevant risks.

The applied protection measures do not guarantee that during a bushfire event, no buildings or infrastructure will be damaged, persons injured, or fatalities occur - either on the subject site or off the site when evacuating.

This is substantially due to the unpredictable nature and behaviour of bushfire and fire weather conditions. Additionally, the correct implementation and ongoing maintenance of required and recommended protection measures (including bushfire resistant construction), will depend upon, among other things, the actions of landowners and/or operators over which Bushfire Prone Planning has no control.

Provision of Mapping Data

All maps included herein are indicative in nature and are not to be used for accurate calculations. This data has been prepared for bushfire risk management planning purposes only. All depicted areas, contours and any dimensions shown are subject to survey.

Bushfire Prone Planning does not guarantee that this data is without flaw of any kind and disclaims all liability for any errors, loss or other consequence arising from relying on any information depicted.

When the separate provision of Digital Geographic Data (GIS Files) is an agreed project deliverable, these should be used in conjunction with the relevant information presented in the associated report. Areas and/or Dimensions specified in the report will have priority over digital data transmitted and must correspond to the final 'as-built' location of the applicable buildings, other structures or boundaries.

Bushfire Prone Planning's Liability

All surveys, forecasts, projections and recommendations made in this report, associated with the subject planning proposal, are made in good faith based on information available to Bushfire Prone Planning at the time.

Notwithstanding anything contained therein, Bushfire Prone Planning will not, except as the law may require, be liable for any loss or other consequences whether or not due to the negligence of their consultants, their servants or agents, arising out of the services provided by their consultants.



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STATEMENT OF PURPOSE – THE ‘PLANNING’ BUSHFIRE MANAGEMENT PLAN

EXPLANATORY INFORMATION

SITE/USE PLANNING

This BMP is produced to present the information necessary for a planning proposal's assessment against the State's bushfire planning requirements. The developed information is to inform and assist decision-making authorities, planners, landowners/proponents and referral agencies in their implementation WA's State Planning Policy 3.7 Bushfire – and where relevant, any supplementary provisions of a local planning scheme or policy.

Policy Document Versions Applied in This BMP	State Planning Policy 3.7 Bushfire (SPP 3.7)	November 2024	Planning for Bushfire Guidelines (supporting SPP 3.7)	November 2024
---	---	------------------	--	------------------

The Stated Intent of SPP 3.7 is to implement effective, risk based land use planning and development which in the first instance avoids bushfire risk, but where unavoidable, manages and/or mitigates the risk to people, property and infrastructure to an acceptable level. The preservation of life and the management of bushfire impact are paramount.

SITE OPERATIONS

This BMP is not an 'operational' BMP for property and operations management. Such a BMP would apply additional and more specific bushfire protection measures to more comprehensively reduce the level of risks associated with a bushfire event. These being the potential loss of life, injury, or destroyed or damaged assets which results in personal loss and economic loss.

However, this 'planning' BMP does establish certain responsibilities for the implementation and maintenance of the bushfire protection measures that are considered the minimum for bushfire planning decision making.

BUSHFIRE RESISTENT CONSTRUCTION

This 'planning' BMP is not required to consider the requirement to construct certain buildings, in designated bushfire prone areas, to the standard corresponding to the Bushfire Attack Level (BAL) they are subject to. This requirement is dealt with under the State Building Act 2011/Building Regulations 2012 and the referenced Building Code of Australia.

DETERMINED BUSHFIRE ATTACK LEVEL (BAL) RATINGS AND CONSTRUCTION – CAUTION!

For construction purposes a determined (not indicative) BAL rating is required to be known and a BAL Certificate produced for submission with a building application. This establishes the construction design and materials that are to be complied with in accordance with AS 3959 Construction in bushfire prone areas (as amended) and/or NS 300 NASH Standard Steel Framed Construction in Bushfire Areas (as amended).

This 'planning' BMP cannot necessarily determine a BAL rating that will apply to a future building. All variables required for that calculation may not be known at the assessed stage of planning. For example, actual location of a building footprint on a lot and/or any classified vegetation that will remain, at the time of construction, within the lot or on neighbouring lots.

This 'planning' BMP is only required to identify if a viable sized building can be located on a lot and be subject to a BAL rating not exceeding BAL-29, based on certain allowable assumptions. This is a planning requirement not a building requirement and a BAL contour map can be used to illustrate this information as an 'indicative' BAL rating.

Be aware that typically you cannot derive the determined BAL rating for a future building(s) on a specific lot from a BAL contour map (when presented in a BMP prepared for planning approval purposes). This is only possible in limited circumstances.

Planning assessment requirements are different to building assessment requirements. Refer to explanatory information above and Appendix B1 and B2 for additional information.



1 THE PLANNING PROPOSAL

1.1 Details, Plans and Maps

SUBJECT LAND AND PROPONENT (LANDOWNER)	
Address Details	Lot M877 (2412) Gingin Brook Road, Neergabby
Applicable Local Government	Shire of Gingin
Proponent	Subdivision Consultant - Moon Cheah
Entity Commissioning Production of the BMP	Tuscom Subdivision Consultants
THE PLANNING PROPOSAL STAGE AND TYPE	
Subdivision Application	☒ Proposed lot division that is subject to bushfire planning requirements.
DESCRIPTION	
Number of Additional Lots Created	Existing lot(s) = 1 / Proposed lot(s) = 7
Proposed subdivision of one existing lot into 7 new lots including 3 battleaxe lots.	

**AGENDA
ORDINARY COUNCIL MEETING
18 NOVEMBER 2025**

**APPENDIX
15.4.4**

I ACKNOWLEDGE THAT THIS IS A SURVEY-STRATA/ GREEN TITLE APPLICATION AND WILL BE LODGED AT THE WESTERN AUSTRALIAN PLANNING COMMISSION
CLIENT SIGNATURE: _____ DATE: _____

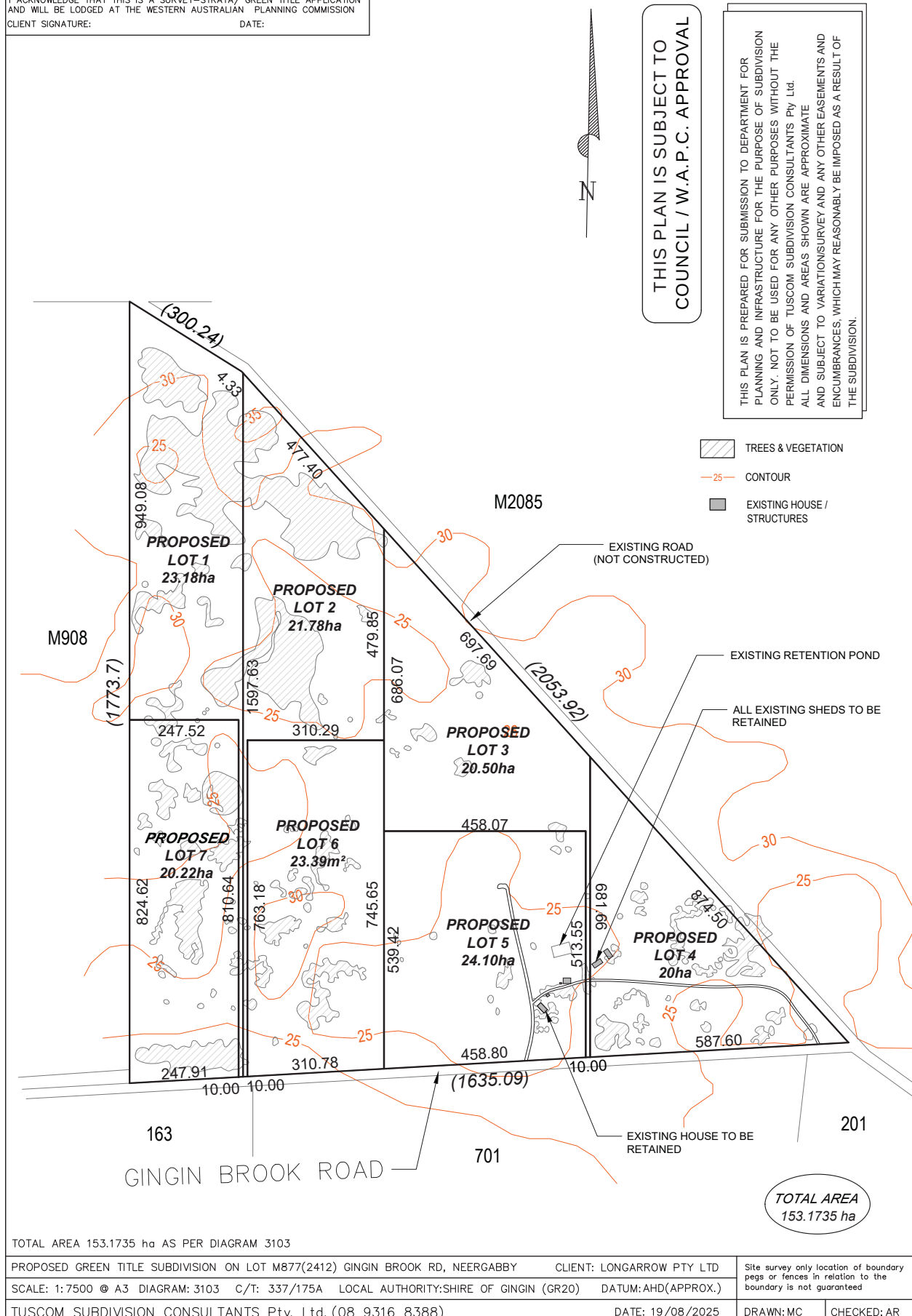
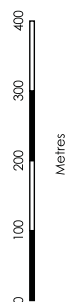


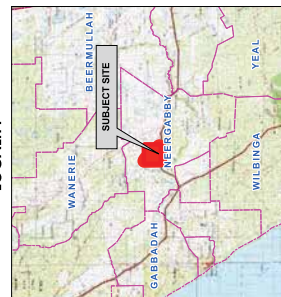
Figure 1.2

Proposed Development

Lot 877 on Diagram 3103, Area : 153.1735ha
Gingin Brook Rd
NEERGABBY
SHIRE OF GINGIN



----- LOCALITY -----



AERIAL IMAGERY: Landgate/SIP

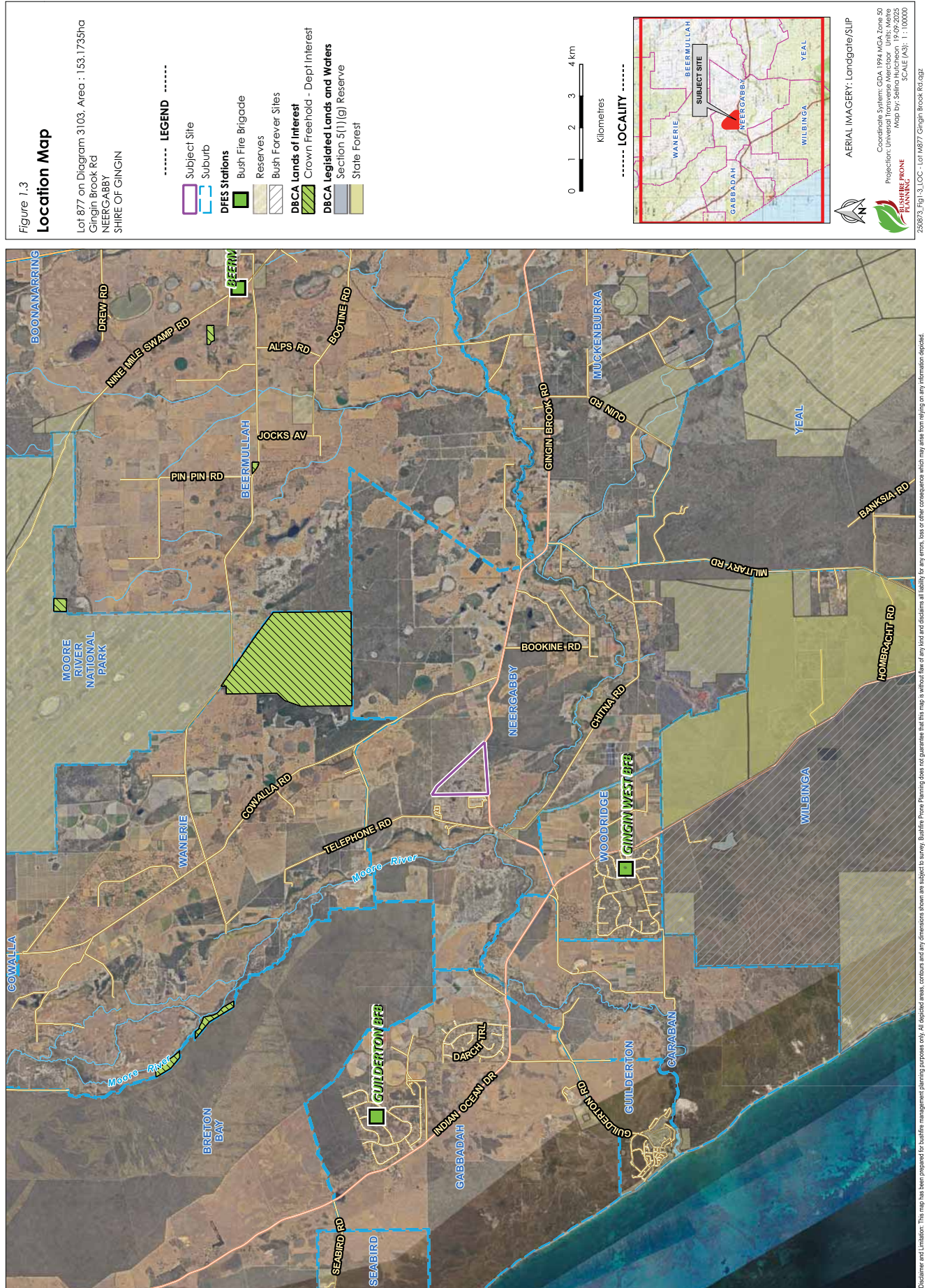
Coordinate System: GDA 1994 MGA Zone 50
Projection: Universal Transverse Mercator Units: Metre
Map by: Saffra Planning
Scale (A3): 1 : 6500



25073_Fig 1.2_DEV - Lot M877 Gingin Brook Rd.qxd



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1.2 The Planning Proposal and its Requirement to Address Bushfire Risk

EXPLANATORY INFORMATION

For the subject planning proposal, the intent of this section is to:

- Identify the relevant statutory bushfire planning provisions that have established its requirement to address bushfire risk;
- Identify the relevant policy/guideline 'triggers' to apply SPP 3.7 Bushfire;
- Identify when a local government, as the decision maker, has established additional 'triggers' to apply defined bushfire planning assessments; and
- Identify the consideration of any relevant exemptions from application of SPP 3.7 Bushfire.

Relevant Terms

Development means the development or use of any land, including (a) any demolition, erection, construction, alteration of or addition to any building or structure on the land (b) the carrying out on the land of any excavation or other works (Planning and Development Act 2005, Part1, s.4; and

Habitable building means a permanent or temporary structure on land that:

- (a) is fully or partially enclosed; and
- (b) has at least one wall of solid material and a roof of solid material; and
- (c) is used for a purpose that involves the use of the interior of the structure by people for living, working, studying or being entertained;

Specified building means a structure of a kind specified in this Scheme as a kind of structure to which this Part applies in addition to its application to habitable buildings.

Development site means that part of a lot on which a building that is the subject of development stands or is to be constructed - Planning and Development (LPS) Regulations 2015, s.78A.

Construction of a building includes the erection, assembly or placement of a building but does not include the renovation, alteration, extension, improvement or repair of a building;

1.2.1 Applied Statutory Bushfire Provisions Requiring a Planning Application

A PLANNING APPLICATION IS TO BE SUBMITTED TO WAPC FOR DETERMINATION

For the proposed subdivision, WAPC is the decision maker.

Determination will be made under the Planning and Development Act 2005, its relevant subsidiary legislation and associated State Planning Policies.

As the subject site is wholly or partly within a designated bushfire prone area (Map of Bushfire Prone Areas), due regard must be given to State Planning Policy 3.7 Bushfire.



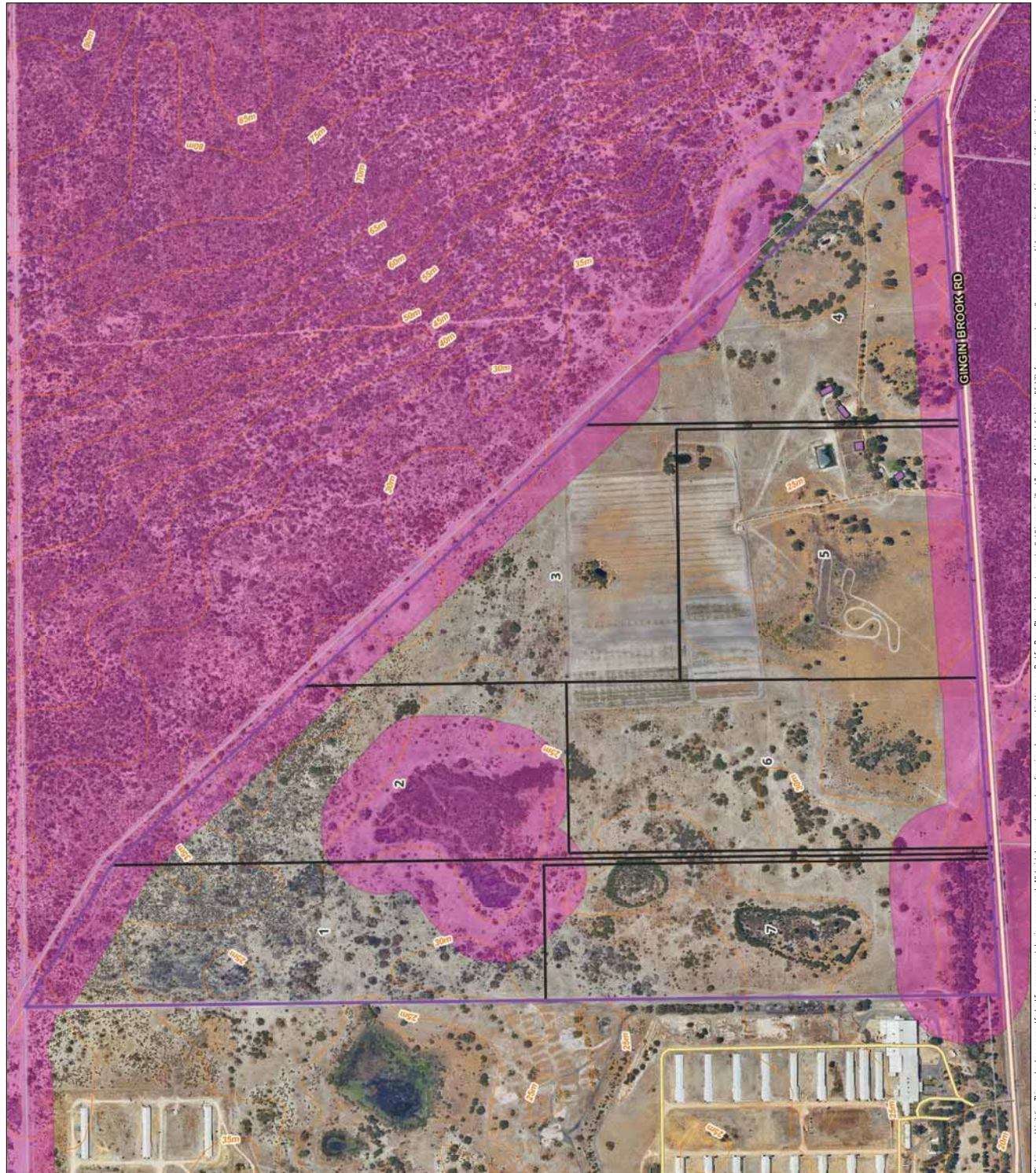
1.2.2 Applied Triggers to Apply State Planning Policy 3.7 Bushfire

EXPLANATORY INFORMATION		
<i>State Planning Policy 3.7 Bushfire (SPP 3.7)</i> provides broad objectives and high-level guidance for how planning proposals and development applications within bushfire prone areas should be considered. Implementation is supported by more detailed instructions within the <i>Planning for Bushfire Guidelines</i>. The following table identifies the guidance that has resulted in the planning proposal being required to apply SPP 3.7. Inconsistent Information (as of December 2024): - There are inconsistencies between the provisions of the applicable legislation (Planning and Development (LPS) Regulations 2015), the clauses of the associated policy (SPP 3.7 Bushfire) and its associated guidance (Planning for Bushfire Guidelines Nov. 2024). - This has resulted in inconsistencies in the establishment of the 'triggers' to lodge proposals, plans and applications for planning approval sourced from these documents. Until legislation/policy/guideline amendments are completed, the advice from WAPC/DPLH is that the decision maker should apply SPP 3.7 and the Guidelines as they deem necessary. (Source: Explanatory Note SPP 3.7, DPLH, 25/11/24) Bushfire Prone Planning's Current Approach: - To apply the 'triggers' for application of SPP 3.7/Guidelines in accordance with the current version of the Guidelines (Planning for Bushfire Guidelines, November 2024), in Sections 6, 7 and 8 - as this is best aligned with the current version (3 Nov 2024) of the LPS Regulations 2015; unless - The relevant decision maker has determined, and confirmed in writing to the proponent, that SPP 3.7/Guidelines is to be applied.		
SPP 3.7 AND THE GUIDELINES - ESTABLISHING THE NEED TO GIVE DUE REGARD TO SPP 3.7		APPLICABLE
1	THE LAND SUBJECT TO THE PLANNING PROPOSAL IS:	
	Designated bushfire prone and 'Area 1 (Urban)' on the Map of Bushfire Prone Areas (refer to Figure 1.4); or	No
	Designated bushfire prone and 'Area 2' on the Map of Bushfire Prone Areas (refer to Figure 1.4).	Yes
AND		
2	THE PLANNING PROPOSAL WILL:	
	Result in the intensification of development (or land use); or	Yes
	Result in an increase of visitors, residents or employees; or	Yes
	Adversely impact or increase the bushfire risk to the subject or surrounding site(s).	No
AND		
3	THE PLANNING PROPOSAL IS A:	
	(Source: SPP 3.7, Part 4) A <u>subdivision application</u> that has or will have the subject site exposed to a Bushfire Attack Level (BAL) rating above BAL-LOW.	
<u>Assessment Supporting Details:</u> The proposal is a subdivision which overlaps with Bushfire Prone Area 2 and will result in an increase in the number of dwellings and residents.		



1.2.3 Identified Exemptions

EXPLANATORY INFORMATION	
The following situations provide for an exemption from the application of SPP 3.7/Guidelines. They are established by the stated sources and are presented below as: • Evidence they have been considered when relevant; and • Justification for the application of SPP 3.7/Guidelines despite a relevant exemption applying to part or all of the planning proposal.	
EXEMPTION SCENARIOS	APPLICABLE
(Source: LPS Regulations 2015 Part 10A - Bushfire risk management) Does not apply to land where there is no existing local planning scheme or where a local planning scheme has ceased to have legal effect.	No
(Source: Guidelines s1.2.1) For a structure plan or subdivision application, for proposed lot(s) that: • Are not designated as bushfire prone; • Or where there is no increase in the development potential and therefore no intensification of land use or bushfire risk, such as a boundary realignment, that does not restrict the ability to establish or maintain an APZ; and • does not restrict vehicular access to any existing or future habitable building.	No
(Source: Guidelines s1.2.1) - For incidental non- habitable buildings or structures located not less than six metres from the habitable building, including but not limited to private garages, carports, patios, storage sheds, outbuildings, swimming pools, spa pools and fences.	No
(Source: Guidelines s1.2.1) - For a change of use, minor renovations, extensions, alterations, improvements or repair of an existing habitable building where: • The application does not result in an increase of occupants onsite; and/or • There is no increase in the bushfire risk, such as an extension being further away from the bushfire hazard, or the extension does not restrict vehicular access or the provision of water for the development.	No
<u>Assessment Supporting Details:</u> No exemptions are applicable to the proposal.	



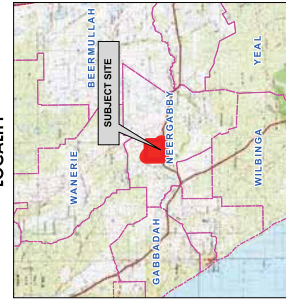
**Figure 1.4
Bushfire Prone Area**

Lot 877 on Diagram 3103, Area : 153.1735ha
Gingin Brook Rd
NEERGABBY
SHIRE OF GINGIN

- **LEGEND** -----
- Subject Site
 - Cadastral
 - Proposed Lot Boundaries
 - Buildings
 - Bushfire Prone Area 2024**
 - Bushfire Prone Area 2

0 100 200 300 400
Metres

----- **LOCALITY** -----



AERIAL IMAGERY: Landgate/SIP

Coordinate System: GDA 1994 MGA Zone 50
Projection: Universal Transverse Mercator Units: Metre
Map by: Seifia Al-Hadi
Scale: 1:5000
BUSHFIRE PRONE PLANNING
25/37/3, Fig 1.4, BPA - Lot M877 Gingin Brook Rd.dwg

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1.3 Required 'Bushfire Planning' Assessments and Documents

INFORMATION PRESENTED IN THIS 'PLANNING' BMP (OR THE BEP) - PROVIDED TO ACCOMPANY THE PROPONENT'S PLANNING SUBMISSION						
Required Information		Details	Map of Bushfire Prone Areas Designation			
The requirements are established by SPP 3.7 Part 4, Guidelines Section 1.2, 4.4, 5.5, 6.4, 7.2, 8.3 and A1.2. The green highlighted column identifies the required information for the subject planning proposal.			Strategic Planning Document	Structure Plan / Subdivision Application	Development Application	
			Area 1 (Urban)	Area 2	Area 1 (Urban)	Area 2
Environment - Identification of environmental, biodiversity or conservation values on subject site(s)		Presented in the BMP. Identifies how proposal siting and design avoids and/or minimises clearing of native vegetation in applying required bushfire protection measures.	✓	✓	✓	✓
BLA - Broader Landscape Assessment (see note below)		Presented in the BMP. Considers subject site suitability based on exposure to bushfire hazards, potential for landscape scale bushfire, road network and suitable evacuation destinations.	✓	✓	-	-
BHL - Bushfire Hazard Level Assessment (pre-development)		Presented in the BMP. Can include detail of treatments required to achieve BHL of moderate and/or low.	✓	✓	-	-
BAL - Bushfire Attack Level Assessment		Presented in the BMP in BAL contour map format as a requirement and in table format as an additional option.	-	-	✓	✓
		Presented in the BMP in table format and/or BAL contour map format – dependant on which is more efficient and effective at presenting the results (e.g. BAL contour map for multiple buildings).	-	-	-	✓
BPC - Assessment against the relevant Elements (E1 – E4) of the Bushfire Protection Criteria		Presented in the BMP. Strategic planning will necessarily focus on Element 1: Location. Can demonstrate compliance using acceptable solutions and/or an outcomes-based approach.	✓	✓	✓	✓
BEP - Bushfire Emergency Plan		For vulnerable land uses only. Provided as a separate document or an addition / modification to an existing BEP or site Emergency Management Plan.	✓	✓	Excluding E1	Excluding E1
LMP – Landscape Management Plan		For vulnerable land uses only. Provided as a separate document or an addendum to the BMP.	-	-	-	-
Note: Where a relevant planning proposal (e.g. subdivision) was previously assessed and approved under the SPP 3.7/Guidelines 2015, it is likely that a BLA will not be required. Also, if an application (e.g. subdivision) is compliant with a structure plan and/or a local planning scheme amendment, which were assessed and approved under the 2015 SPP/Guidelines, it is likely that a BLA will not be required. Confirmation from a relevant DPLH officer may be required (DPLH advice to BPP 20/2/2025).						



1.4 Other Documents Relevant to Preparing the BMP

EXPLANATORY INFORMATION					
This section identifies any known assessments, reports or plans that have been conducted and prepared previously, or are being prepared concurrently, and are relevant to the subject planning proposal.					
They may have implications for the assessment of bushfire hazard threats and the identification and implementation of the bushfire protection measures that are established by this BMP.					
RELEVANT DOCUMENTS					
Document	Relevant	Exists	To Be Concurrently Developed	Copy Provided by Proponent / Developer	Title
Structure Plan	No	N/A	N/A	N/A	-
Bushfire Management Plan	No	N/A	N/A	N/A	-
Preliminary bushfire advice (may include a BAL contour map)	No	N/A	N/A	N/A	-
Bushfire Emergency Plan	No	N/A	N/A	N/A	-
Bushfire Risk Report	No	N/A	N/A	N/A	-
Environmental Asset or Vegetation Survey	No	N/A	N/A	N/A	-
Landscape Management Plan	No	N/A	N/A	N/A	-
Revegetation Plan	No	N/A	N/A	N/A	-



2 ENVIRONMENTAL CONSIDERATIONS – NATIVE VEGETATION

EXPLANATORY INFORMATION
Some bushfire prone areas also have high biodiversity values. SPP3.7 objective 5.4 prioritises the retention of native vegetation for biodiversity conservation, environmental protection and landscape amenity.
Clearing or modification of native vegetation for the purpose of land use or development is assessed under State Planning Policy 2: Environment (SPP 2) , State Planning Policy 2.8: Bushland policy for the Perth Metropolitan Region (SPP 2.8) and relevant environmental legislation. A key objective of these policies is to avoid development that may result in unacceptable environmental damage.
Any 'modification' or 'clearing' of vegetation to reduce bushfire risk is considered 'clearing' under the Environmental Protection Act 1986 (EP Act) and requires a clearing permit under the Environmental Protection (Clearing of Native Vegetation) Regulations 2004 (Clearing Regulations) – unless for an exempt purpose.
Clearing native vegetation is an offence, unless done under a clearing permit or the clearing is for an exempt purpose. Exemptions are contained in the EP Act or are prescribed in the Clearing Regulations (note: these exemptions do not apply in environmentally sensitive areas).
The Department of Water and Environmental Regulation (DWER) is responsible for issuing 'clearing' permits and the framework for the regulation of clearing. Approvals under other legislation, from other agencies, may also be required, dependent on the type of flora or fauna present.
Local Planning Policy or Local Biodiversity Strategy: Natural areas that are not protected by the above Act and Regulation (or any other National or State Acts) may be protected by a local planning policy or local biodiversity strategy. Permission from the local government will be required for any modification or removal of native vegetation in these Local Natural Areas (LNA's). Refer to the relevant local government for detail.
For further Information refer to Native vegetation clearing permits Western Australian Government , the Planning for Bushfire Guidelines (as amended) and the Bushfire and Vegetation Factsheet - WAPC, Dec 2021.

2.1 Biodiversity or Conservation Values Identified

EXPLANATORY INFORMATION	
The required information, relevant to bushfire planning and informing the production of this BMP, is sourced and presented as indicated below. <i>Note that where a 'desktop' assessment has been conducted, this should not be considered a replacement for a full Environmental Impact Assessment. It is a summary of potential biodiversity or conservation values at the subject site, inferred from information contained in public available datasets and/or reports, which are only current to the date of last modification.</i> <i>The information provided in the BMP should be considered indicative where the subject site has not previously been subject to a site-specific environmental assessment by an appropriate professional.</i>	
The required information is sourced from the environmental/planning consultant report developed for the subject site and provided to the bushfire consultant (details below when applicable). The information it contains is not repeated in this BMP as it will accompany the planning submission. The implications for the subject planning proposal and this BMP are stated below when relevant.	No Report Available / Provided
The required information is sourced by the bushfire consultant as a 'desktop' assessment from publicly available data bases and/or a local government's local biodiversity strategy or local planning strategy. When applicable, this information is presented on the following pages of this BMP.	Yes - Fully

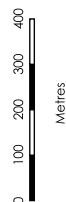
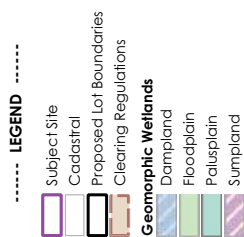


IDENTIFICATION OF RELEVANT BIODIVERSITY OR CONSERVATION VALUES						
Dataset	Relevant to Subject Planning Proposal	Influence on Bushfire Threat Levels and / or Application of Bushfire Protection Measures	Information Source(s) Applied			Further Action Required by Proponent
			WA Govt. Agency Dataset (ID)	Landowner or Developer Statements	Environmental Asset or Vegetation Survey Report	
Department of Biodiversity, Conservation and Attractions (DBCA) Datasets						
Conservation Category Wetlands and Buffer (geomorphic wetlands – relevant area)	Yes	Possible	☒	DBCA-019	☐	None
RAMSAR Sites (wetlands of international importance)	No	-	☒	DBCA-010	☐	None
Threatened and Priority Flora	Unknown	Possible	Restricted Scale of Data Available (security)	DBCA-036	☐	Data not available - confirm with relevant agency
Threatened Ecological Communities	No	-		DBCA-038	☐	None
Legislated Lands and Waters (national/conservation parks, nature/crown reserves, state forest)	No	-	☒	DBCA-011	☐	None
Department of Planning, Lands and Heritage (DPLH) Datasets						
Bush Forever Areas 2000	No	-	☒	DPLH-019, 022 and MRS Bush Forever	☐	None
Department of Water and Environmental Resources (DWER) Datasets						
Clearing Regulations – Environmentally Sensitive Areas	Yes	Yes - Minor	☒	DWER-046	☐	None
Swan Bioplan Regionally Significant Natural Areas 2010	No	-	☒	DWER-070	☐	None

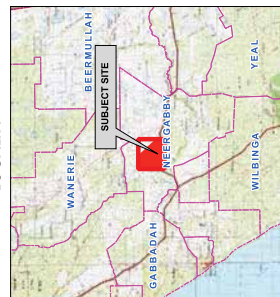
Figure 2.1

Environmental Considerations

Lot 877 on Diagram 3103, Area : 153.1735ha
Gingin Brook Rd
NEERGABBY
SHIRE OF GINGIN



----- LOCALITY -----



AERIAL IMAGERY: Landgate/SUP

Coordinate System: GDA 1994 MGA Zone 50
Projection: Universal Transverse Mercator Units: Metre
Map by: Saffra SCALE (AS): 1 : 1000



Disclaimer and Limitation: This map has been prepared for bushfire management planning purposes only. All depicted areas, contours and any dimensions shown are subject to survey. Bushfire Prone Planning does not guarantee that this map is without flaw of any kind and disclaims all liability for any errors, loss or other consequence which may arise from relying on any information depicted.





2.2 Response of the Planning Proposal to Protection of Native Vegetation

The protection of native vegetation is to be prioritised by avoiding areas that would require clearing or modification of native vegetation, specifically for the purpose of bushfire mitigation (BMP Manual, November 2024 DPLH).

SOLUTIONS APPLIED TO MINIMISE NATIVE VEGETATION REMOVAL / MODIFICATION	
Clearing and/or modification of native vegetation is proposed and necessary.	Yes
<u>Proposed Clearing:</u> Some native vegetation will be required to be cleared to install boundary fences, firebreaks and battleaxe driveways. <u>Proposed Modification:</u> Future vegetation may be cleared or modified to accommodate dwellings, APZs and private driveways. <u>Demonstration of why the planning proposal cannot be re-designed or re-located to avoid clearing and/or modifying native vegetation.</u> Native vegetation will be cleared to comply with bushfire requirements including driveways, firebreaks and APZs. A large amount of native vegetation is expected to be retained.	



3 THE BUSHFIRE HAZARD – POTENTIAL IMPACT - LANDSCAPE AND VEGETATION DATA

3.1 Broader Landscape Assessment (BLA)

EXPLANATORY INFORMATION	
SPP 3.7 cl. 6.1 establishes that strategic planning, subdivision and development should avoid broader landscapes that present an unacceptable bushfire risk to people, property and infrastructure.	
A desktop assessment is conducted in accordance with the methodology established within the Guidelines Appendix A1 which:	
- Examines the area external to the planning proposal and extending for a distance of approximately two kilometres; - Shows the relevant information annotated on a scaled map; and - Is “supported by explanatory text commensurate with the scale and complexity of the proposal and/or broader landscape”.	
When considering the suitability of a location for the intensification of land use or development, the BLA is a “means of quantifying the characteristics and the potential for a landscape scale bushfire in the broader landscape” and the availability of certain bushfire protection measures (i.e. road network and suitable destinations) that assist mitigate risk to persons from a bushfire event.	
The BLA will identify one of the following:	
- That a ‘Simplified BLA’ assessment can be conducted to demonstrate compliance with BPC Element 1: Location. - That the broader landscape is ‘Type A’ and the proposal therefore achieves the required outcome of BPC Element 1: Location; or - That the broader landscape is ‘Type B’ and the proposal will not be supported unless it has demonstrated that the level of risks, to people, property and infrastructure, associated with a bushfire event in the broader landscape, is acceptable.	

3.1.1 Application of the Simplified Assessment

ASSESSMENT AGAINST THE COMPLIANCE VERIFICATION CRITERIA (applying the requirements established by SPP 3.7 & Guidelines, Appendix A1.4.1)	
DETERMINATION OF THE ABILITY TO UNDERTAKE A SIMPLIFIED BROADER LANDSCAPE ASSESSMENT	
	Site Assessment Response
The subject site is within a kilometre (line of sight) of a suitable destination.	No
The road pattern from the planning proposal to the suitable destination is simple and/or direct (limited intersections).	Yes
The planning proposal is exposed to identified higher threat level bushfire hazards from two or less aspects.	Yes
ASSESSMENT OUTCOME	
The assessment responses include a ‘NO’. A full BLA must be undertaken.	

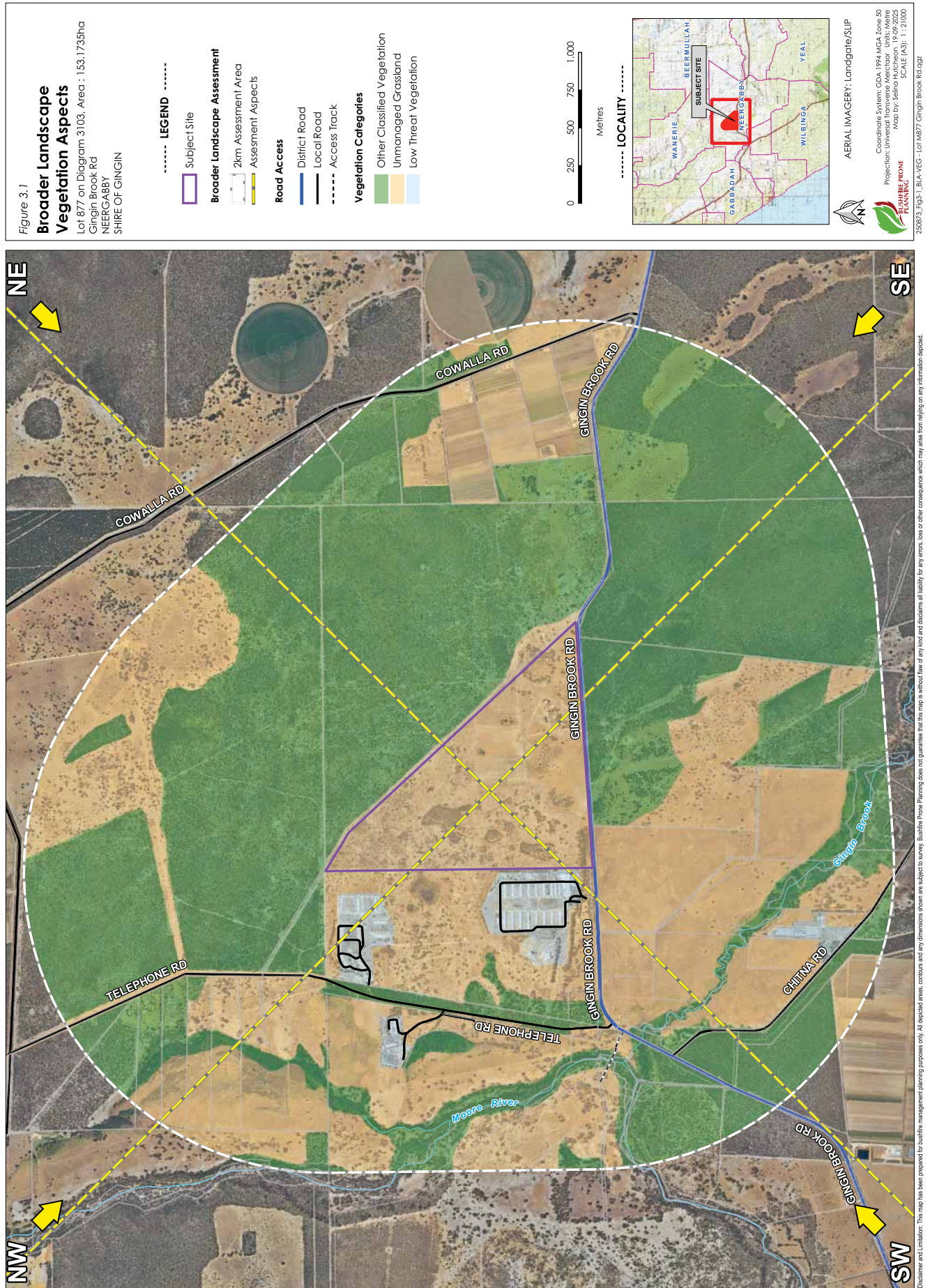


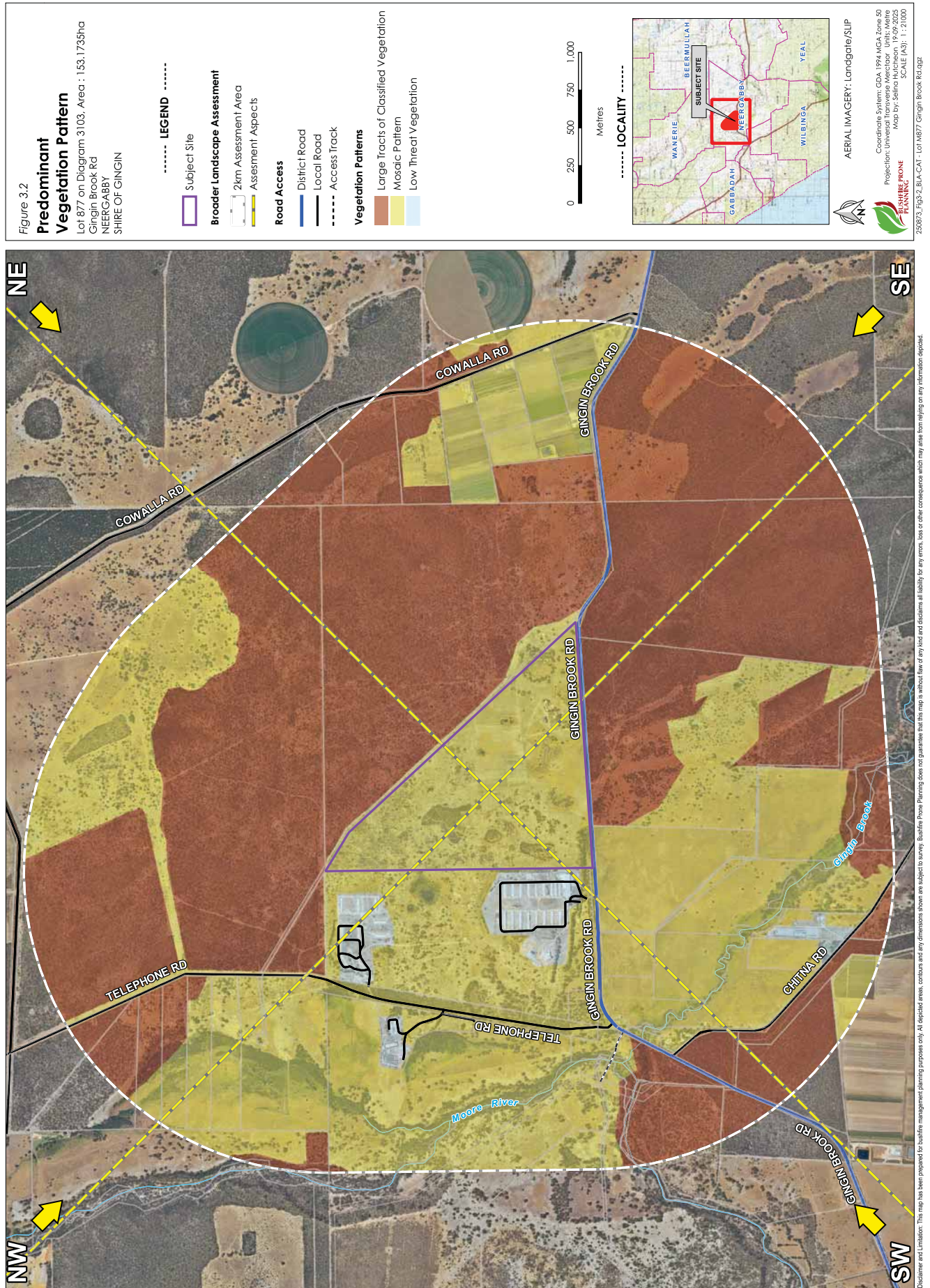
3.1.2 Application of the Full Assessment

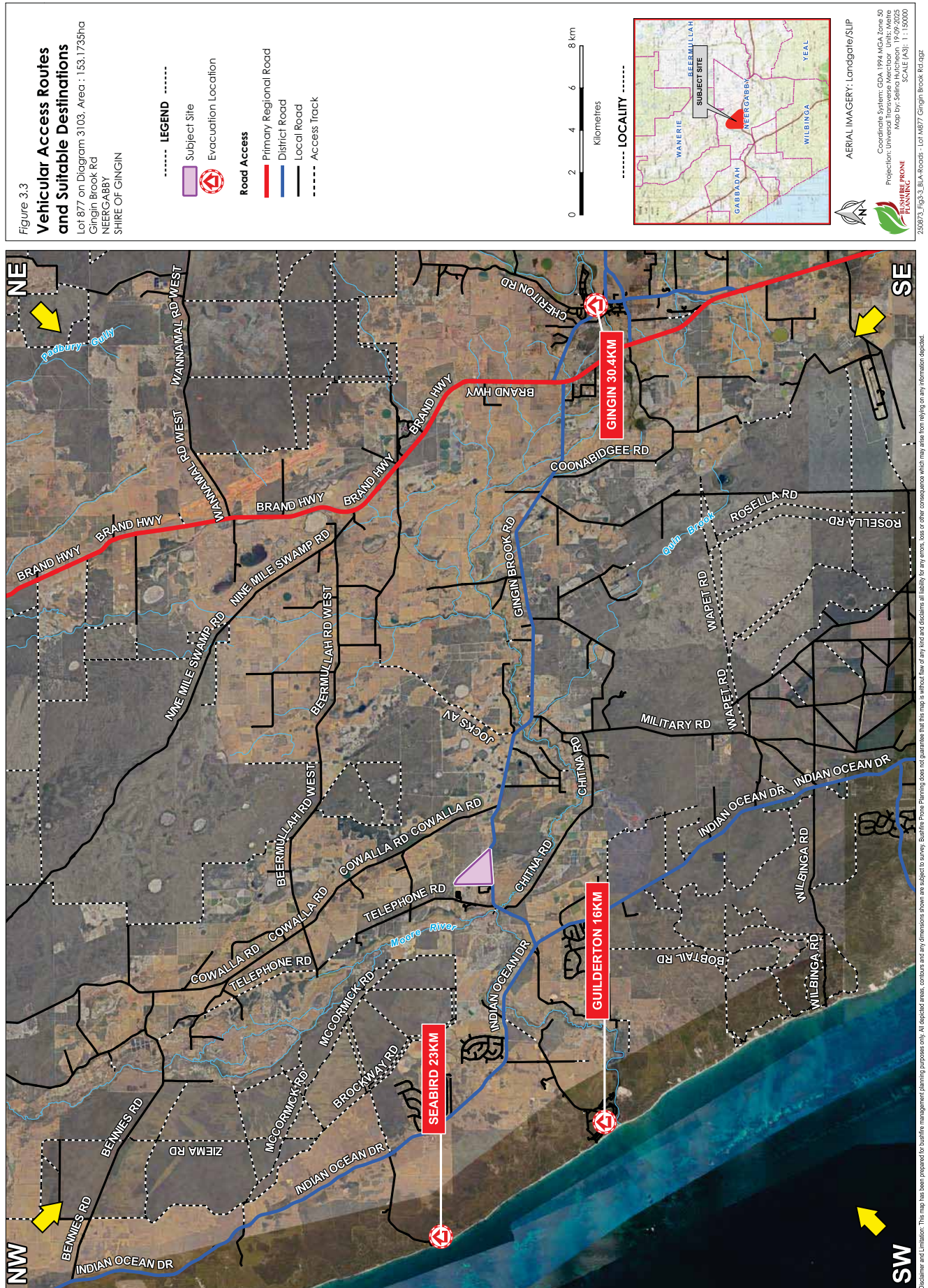
DETERMINATION OF THE BROADER LANDSCAPE TYPE – ASSESSED APPLYING A POINTS BASED SYSTEM				
APPLIED METHODOLOGY (GUIDELINES APPENDIX A1, NOV 2024)				
Criteria	5 Points	2 Points	1 Point	Assessed Points ¹
Proximity of the planning proposal to a 'suitable destination' (refer to SPP 3.7 Definitions).	>10 km	1-10 km	<1 km	5
The road pattern from the planning proposal to a suitable destination.	Complex and indirect (cul-de-sacs and/or multiple intersections)	Mixed road patterns	Simple and/or direct (limited intersections)	1
The predominant vegetation pattern.	Large tracts of contiguous vegetation	A mosaic pattern of vegetation (e.g. vegetation within rural living precincts)	Cleared vegetation (e.g. clearing for residential zoned urban lots)	2
Aspect exposure of the planning proposal to an identified external bushfire hazard (excluding Class G Grassland).	Three or four aspects	Two aspects	One aspect or none	2
DETERMINED BROADER LANDSCAPE TYPE (BLT)				
4 - 11 Points = Type A				
IMPLICATIONS FOR THE SUBJECT PLANNING PROPOSAL AND CONTENT OF THIS BMP				
The determination as Landscape Type A demonstrates compliance with BPC Element 1: Location. No further assessments are required.				
Note 1: Refer to assessment supporting details and maps and on the following pages.				



FULL BLA - CRITERIA ASSESSMENT - SUPPORTING DETAILS	
Proximity of the planning proposal to a 'suitable destination' (refer to SPP 3.7 Definitions).	
The proposal is more than 10km to the nearest suitable destination. Refer to Figure 3.3 for distances to the nearest townsites.	
The road pattern from the planning proposal to a suitable destination.	
The road pattern to the nearest townsite in each direction are both simple and involve less than 3 intersections which residents of the proposed lots will be familiar with. To Guilderton: Travel west on Gingin Brook Rd. Turn right onto Indian Ocean Dr. Turn left onto Guilderton Rd and continue straight. To Gingin: Travel east on Gingin Brook Rd. Turn left onto Brand Highway, then right onto Dewar St. Continue straight to Weld St.	
The predominant vegetation pattern.	
The vegetation consists of a mosaic pattern of vegetation which is less than 50% large tracts. Refer to Figure 3.2.	
Aspect exposure of the planning proposal to an identified external bushfire hazard (excluding Class G Grassland).	
Of the four aspects, the northern and eastern aspects are exposed to more than 50% large tracts of vegetation, whereas the southern and western aspects are exposed to less than 50%. Therefore there are 2 aspects exposed to an identified external hazard.	









3.2 Bushfire Attack Level (BAL) Assessment Summary (Contour Map Format)

EXPLANATORY INFORMATION	
Caution! Future building works require a 'determined' BAL rating for building permit applications. When a BAL contour map is being used for planning assessment purposes, (as opposed to a building assessment purpose), the required 'determined' BAL rating typically is not able to be derived from the map (there are only limited scenarios where this is possible). The BAL ratings identified from the map will more likely be only 'indicative' of what can be achieved – with planning compliance for this factor being achieved when BAL-29 is indicated. Otherwise, an additional assessment of the site data for building application purposes is required, and potentially approval will need to be obtained for native vegetation modification and/or removal from the relevant authority. Refer to Appendix B2 for additional information and guidance regarding interpretation of the BAL Contour Map.	

3.2.1 BAL Determination Methodology and Location of Data and Results

LOCATION OF DATA & RESULTS					
BAL Determination Methodology		Location of the Site Assessment Data			Location of the Results
AS 3959:2018	Applied to Assessment	Classified Vegetation and Topography Map(s)	Calculation Input Variables		Assessed Bushfire Attack Levels and/or Radiant Heat Levels
			Summary Data	Detailed Data with Explanatory and Supporting Information	
Method 1 (Simplified)	Yes	Figure 3.1	Table 3.2	Appendix A1	Table 3.1 Table 3.3 / BAL Contour Map
Method 2 (Detailed)	No	N/A	N/A	N/A	



3.2.2 BAL Ratings Derived from the Contour Map

Table 3.1: Indicative and determined BAL(s) for future buildings/structures on the proposed lots.

BUSHFIRE ATTACK LEVEL FOR FUTURE BUILDINGS / STRUCTURES ON STATED LOT ¹		
Lot No. ³	Future Buildings / Structure	
	Indicative BAL ²	Determined BAL ²
1	BAL-29	BAL-FZ
2	BAL-29	BAL-FZ
3	BAL-19	BAL-FZ
4	BAL-19	BAL-FZ
5 (existing building)	BAL-29	BAL-FZ
6	BAL-19	BAL-FZ
7	BAL-29	BAL-FZ
¹ The assessment data used to derive the BAL ratings is sourced from Table 3.1 and Figure 3.2 'BAL Contour Map'. ² Refer to the start of Section 3 for an explanation of indicative versus determined BAL ratings. ³ The BAL ratings for the "indicative building envelope" has been included as the indicative BAL. A future dwelling may be located in a different location and will require a BAL assessment to determine the appropriate BAL rating.		

3.2.3 Site Assessment Data Applied to Construction of the BAL Contour Map(s)

RELEVANT CLASSIFIED VEGETATION	
Identification of Classified Vegetation that is Relevant to the Production of the BAL Contour Map(s)	Relevant Vegetation Map
The relevant vegetation for the post-development BAL contour map will be any area of classified vegetation - both within the subject site (onsite) and external to the subject site (offsite) - that will remain at the intended end state of the subject development once earthworks, any clearing and/or landscaping and re-vegetation have been completed.	Figure 3.4.1
Supporting Assessment Details: As there are no proposed building envelopes and no retained habitable dwellings on each lot, an indicative building envelope with 20x30m dimensions have been included on lots 1-4,6 & 7. These are shown on Figure 3.4.1 and Figure 3.5. The indicative building envelopes are included to prove that a dwelling can be installed on each lot to BAL-29 or below and does not reflect the location of a future building. All future habitable buildings will require a BAL assessment or BMP based upon the future site plans.	



Table 3.2: Calculation inputs applied to deriving the vegetation separation distances corresponding to different levels of potential radiant heat transfer.

DATA APPLIED TO CALCULATE THE SITE SPECIFIC VEGETATION SEPARATION DISTANCES CORRESPONDING TO POTENTIAL RADIANT HEAT TRANSFER LEVELS ¹												
Applied BAL Determination Method		METHOD 1 - SIMPLIFIED PROCEDURE (AS 3959:2018 CLAUSE 2.2)										
		The Calculation Input Variables - Corresponding to the Applied BAL Determination Method ²										
Methods 1 and 2		Method 1			Method 2							
Vegetation Classification	Area	FDI	Effective Slope		Site Slope	FFDI or GFDI	Flame Temp.	Elevation of Receiver	Flame Width	Fireline Intensity	Flame Length	Modified View Factor
			Applied Range	Measured								
			degree range	degrees								
1	(A) Forest	80	Upslope or flat 0	flat 0	-	-	-	-	-	-	-	-
2	(B) Woodland	80	Downslope >0-5	d/slope 2	-	-	-	-	-	-	-	-
3	(D) Scrub	80	Downslope >0-5	d/slope 2	-	-	-	-	-	-	-	-
4	(G) Grassland	80	Downslope >0-5	d/slope 2	-	-	-	-	-	-	-	-
5	Excluded cl 2.2.3.2(f)	80	N/A	N/A	-	-	-	-	-	-	-	-
Note 1: The values used to indicate levels of potential radiant heat transfer (from fire in bushfire prone vegetation to exposed elements at risk), will be stated in subsequent tables as either as a bushfire attack level (BAL) and/or as kilowatts per square metre (kW/m2), as relevant to the application of the value and the type and use of the element at risk.												
Note 2: All data and information supporting the determination of the classifications and values stated in this table is presented in Appendix A. Where the values are stated as 'default' these are either the values stated in AS 3959:2018, Table B1 or the values calculated as intermediate or final outputs through application of the equations of the AS 3959:2018 BAL determination methodology. They are not values derived by the assessor.												



Table 3.3: Vegetation separation distances corresponding to the stated levels of potential radiant heat transfer.

THE CALCULATED (SITE SPECIFIC) VEGETATION SEPARATION DISTANCES CORRESPONDING TO THE STATED LEVEL OF POTENTIAL RADIANT HEAT TRANSFER (METRES) ¹									
Vegetation Classification		Maximum Radiant Heat Transfer (Flux)							
		>40 kW/m ²	40 kW/m ²	29 kW/m ²	19 kW/m ²	12.5 kW/m ²	N/A ²	10 kW/m ²	2 kW/m ²
		Bushfire Attack Levels							
Area	Class	BAL-FZ	BAL-40	BAL-29	BAL-19	BAL12.5	BAL-LOW		
1	(A) Forest	<16	16-<21	21-<31	31-<42	42-<100	>100	-	-
2	(B) Woodland	<13	13-<17	17-<25	25-<35	35-<100	>100	-	-
3	(D) Scrub	<11	11-<15	15-<22	22-<31	31-<100	>100	-	-
4	(G) Grassland	<7	7-<9	9-<14	14-<20	20-<50	>50	-	-
5	Excluded cl 2.2.3.2(f)	-	-	-	-	-	-	-	-
Note 1: The calculated results are illustrated in Figure 3.5 as a BAL Contour Map and/ or additional defining lines as necessary. All applied calculation input variables are presented in Table 3.2. Note 2: The BAL-LOW rating does not represent a maximum level of radiant heat transfer. The rating is applied when the separation distance is at least 100m from all classified vegetation except Grassland, for which 50m applies.									

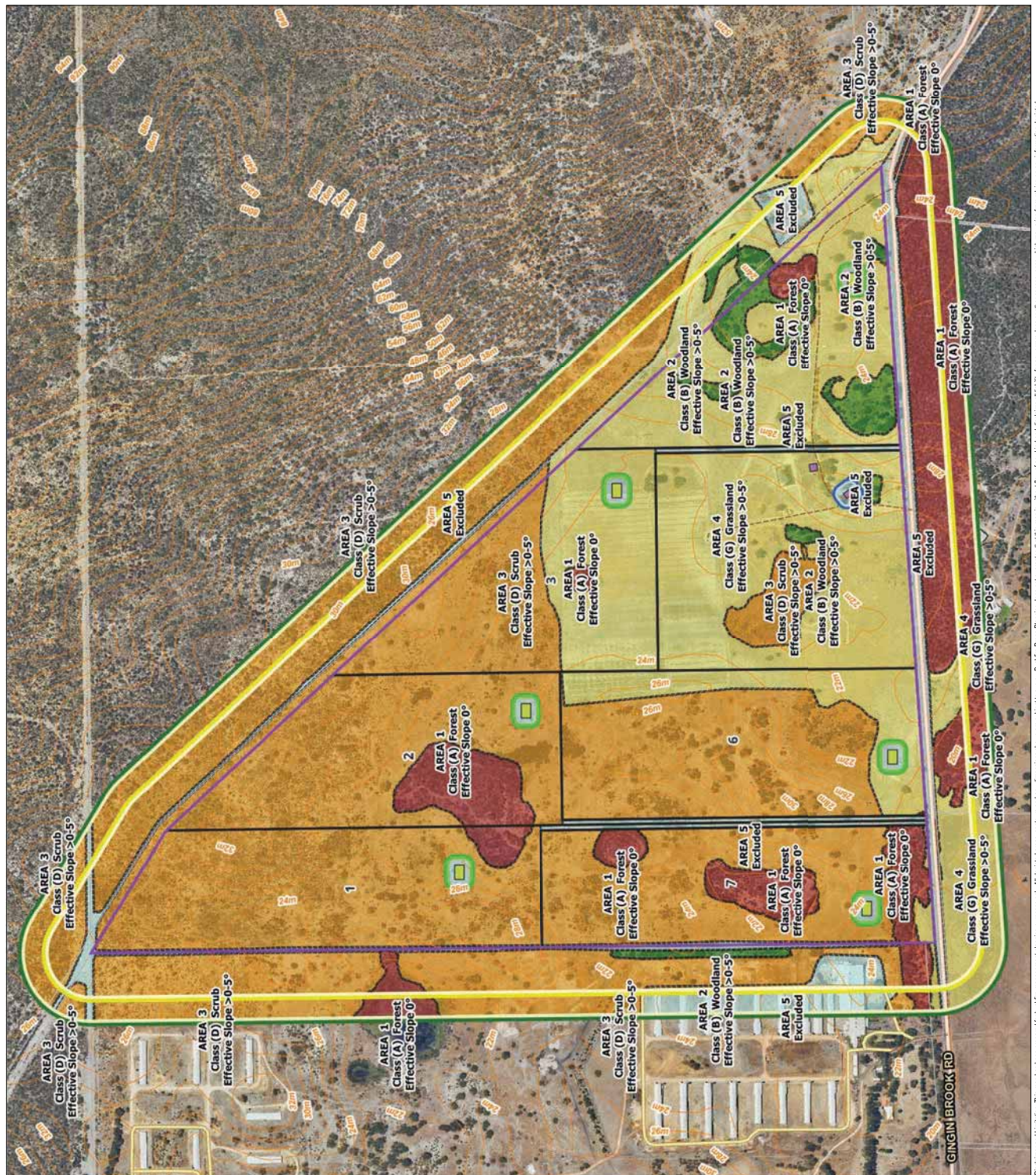
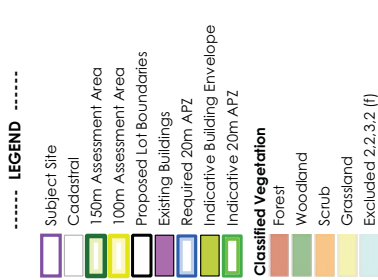
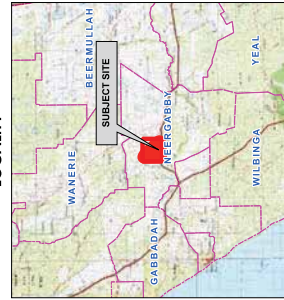


Figure 3.4.1
Classified Vegetation & Topography (Post Dev)
Lot 877 on Diagram 3103, Area: 153.1735ha
Gingin Brook Rd
NEERGABBY
SHIRE OF GINGIN



----- LOCALITY -----

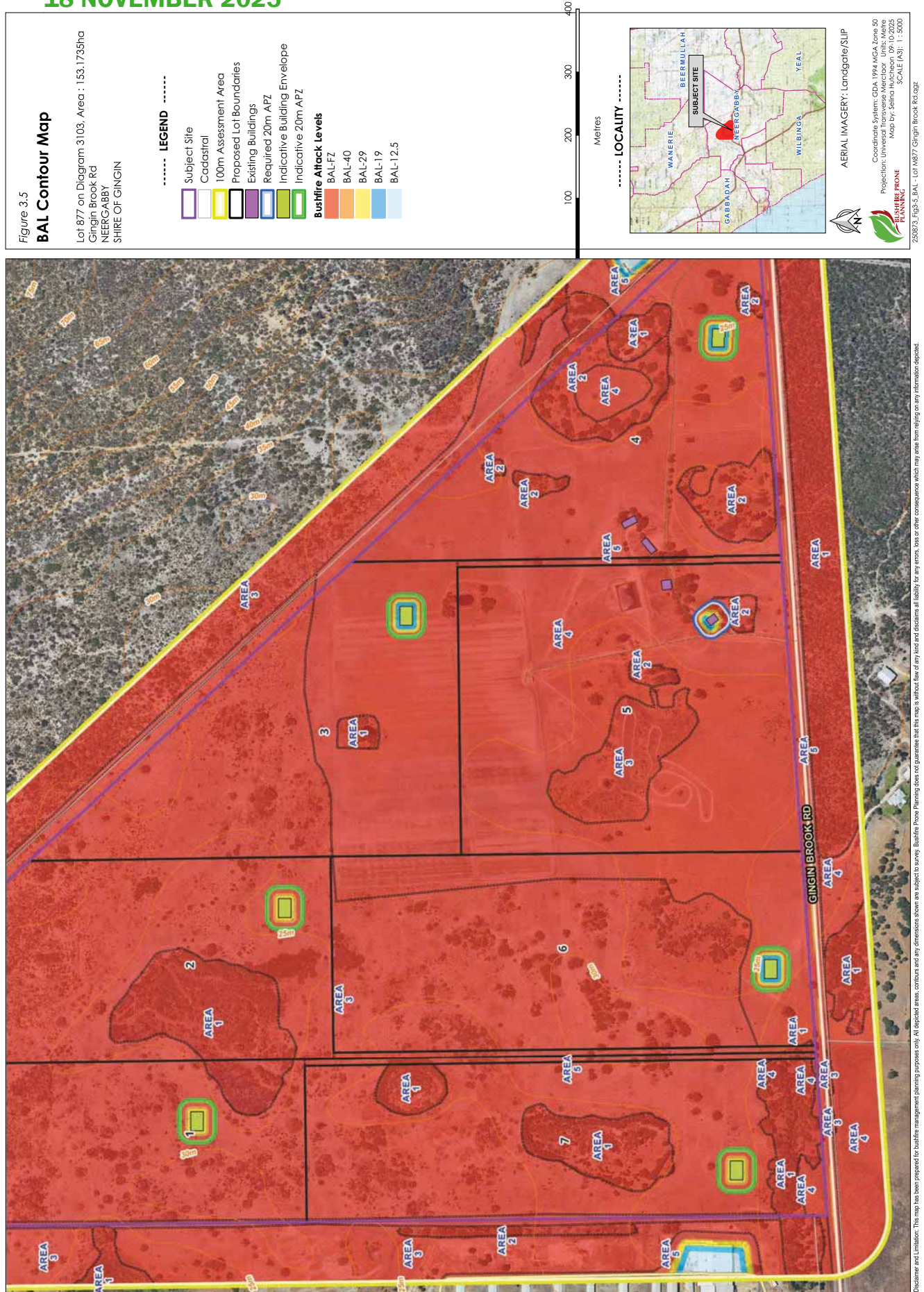


AERIAL IMAGERY: Landgate/SIP

Coordinate System: GDA 1994 MGA Zone 50
Projection: Universal Transverse Mercator Units: Metre
Map by: Saffra Planning
Scale: 1:7500

25073_Fig3.4.1_PostDev - Lot 877 Gingin Brook Rd.qxd

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4 IDENTIFICATION OF BUSHFIRE HAZARD ISSUES

EXPLANATORY INFORMATION	
Section Content Guidance (DPLH/WAPC) 'Bushfire Hazard Issues' is a section of the Bushfire Management Plan (BMP) in accordance with guidance presented in the BMP Manual (DPLH/WAPC, November 2024). The Manual indicates the intent of applying its guidance with the following statement: <i>"The standardisation of BMP's improves efficiencies in decision making at local and state government level by promoting the clear and succinct presentation of information required under SPP 3.7 and the Guidelines."</i> Bushfire Prone Planning's Approach In complying more broadly with the above efficiency intentions, Bushfire Prone Planning (BPP) will also seek to: • Improve the efficiency of BMP development by its consultants; and • Ensure the readability and understanding of the BMP by persons who will need to read the document. Key to achieving these efficiency and comprehension outcomes is the design and quality of the explanatory and assessment content of the BMP. This includes the effective use of Section 4 by not repeating content and assessment summaries that are presented in other sections of the BMP. Typically, bushfire hazard issues will be appropriately addressed in Sections 2 and 3 of the BMP which identify: • The required environmental considerations; and • The assessment of potential levels of bushfire impact and their justification. Limitation on Section 4 Content As a consequence of the above considerations, content in this section will be limited to raising decision maker awareness regarding additional site specific matters that otherwise may not be a component of the standard BMP bushfire hazard assessment. Additional information is provided on an 'as necessary' basis for the following scenarios: 1. When, due to difficult site conditions, additional explanation and justification of the bushfire hazard assessment process undertaken by the bushfire consultant would assist decision making. 2. When local governments have provided jurisdiction specific bushfire hazard assessment and/or management guidance that needs to be addressed. How these have been considered by the bushfire consultant in conducting their bushfire hazard assessments will be discussed. 3. Matters are identified when they are either not considered or are only partially considered, under the bushfire hazard assessments conducted in accordance with SPP 3.7/Guidelines. These include matters that would potentially reflect poorly on the bushfire consultant's professional integrity if ignored.	
For the subject planning proposal, has the bushfire practitioner determined (in accordance with the explanatory information above), that presenting additional information in this section is necessary?	No



5 ASSESSMENT AGAINST THE BUSHFIRE PROTECTION CRITERIA (BPC)

EXPLANATORY INFORMATION
State Planning Policy 3.7 Bushfire (SPP 3.7) establishes policy outcomes (cl. 6) that “specify the role of planning and development in contributing to the overall objectives” of the policy. The policy outcomes are incorporated into the four elements of the bushfire protection criteria established in the Planning for Bushfire Guidelines (Guidelines). CONSEQUENTLY, TO SATISFY THE OBJECTIVES AND POLICY OUTCOMES OF SPP 3.7, A PLANNING PROPOSAL IN A DESIGNATED BUSHFIRE PRONE AREA IS REQUIRED TO DEMONSTRATE THAT COMPLIANCE WITH THE BUSHFIRE PROTECTION CRITERIA CAN BE ACHIEVED. The Guidelines in Section 2.2.1 establish two pathways to demonstrate compliance: 1. The <u>deemed to comply pathway</u> - in which compliance is able to be demonstrated with all relevant acceptable solutions associated with each Element, for a specific planning stage or use; or 2. An <u>alternative pathway</u> when all relevant acceptable solutions cannot be fully achieved, which utilises either: (a) The outcomes-based approach (established in SPP 3.7 cl. 6) alone; or (b) A combination of the outcomes-based approach and the acceptable solutions. For the subject planning proposal: • The assessment applying the deemed to comply pathway assessment is presented in Section 5.3. • When an assessment applying the alternative pathway is necessary, the required additional information is presented in Section 5.4.

5.1 Local Government Variations to Apply

EXPLANATORY INFORMATION	
1. Local governments may add to or modify the acceptable solutions contained within the Guidelines, through regional or local variations that form part of a local planning strategy and/or local planning scheme to recognise special local or regional circumstances that reinforce the SPP 3.7 objectives and outcomes (via a scheme amendment or special control area). This could include acceptable solutions that address topography, vegetation or climate to the satisfaction of the Western Australian Planning Commission (WAPC) that the modifications comply with the corresponding SPP 3.7 objectives and outcomes. (Planning for Bushfire Guidelines, s. 3.4, 2024). 2. Under the relevant state legislation (LPS Regulations 2015), SPP 3.7 does not apply to hosted or unhosted short-term rental accommodation. However, the local government under its Local Planning framework (i.e. Strategy / Scheme and Policy as applicable), may require that certain bushfire protection measures or variations to the measures (the bushfire protection criteria), established by SPP 3.7 and the Guidelines, are to be applied.	
Endorsed regional or local variations to the acceptable solutions apply to the assessments against the Bushfire Protection Criteria for the planning proposal?	None known or identified
The proposed land use for hosted or unhosted short-term rental accommodation, and the local government requires certain bushfire protection measures, contained within the BPC, to be applied, that under the LPS Regulations 2015, would otherwise not be required?	N/A



5.2 Assessment Summary

PATHWAY APPLIED TO DEMONSTRATE ACHIEVING POLICY OUTCOMES OF SPP 3.7 BUSHFIRE ¹ INCLUDES SUMMARY OF THE PROPOSAL'S ASSESSMENT AGAINST THE BPC ACCEPTABLE SOLUTIONS			
STRUCTURE PLAN / SUBDIVISION APPLICATION			
The Acceptable Solutions Corresponding to the Policy Outcomes of SPP 3.7 Bushfire as Incorporated into the Elements of the Bushfire Protection Criteria (Guidelines)	Acceptable Solutions Pathway	Alternative Pathway ²	
	Compliance Status	Outcomes-Based Approach Only	Combination of Pathways
ELEMENT 1: LOCATION:	Fully Compliant		
A1.1a Broader Landscape Type A	Fully Compliant	-	-
A1.1b Broader Landscape Type B	Not Applicable		
ELEMENT 2: SITING AND DESIGN:	Fully Compliant		
A2.1 Siting and design	Fully Compliant	-	-
A2.2 Asset Protection Zone (APZ)	Fully Compliant		
A2.3 Clearing of native vegetation	Fully Compliant		
ELEMENT 3: VEHICULAR ACCESS:	Fully Compliant		
A3.1 Public roads	Fully Compliant		
A3.2 Access routes	Fully Compliant		
A3.3a No-through roads	Not Applicable	-	-
A3.3b No-through roads technical requirements	Not Applicable		
A3.4 Emergency access way	Not Applicable		
A3.5a Perimeter roads	Not Applicable		
A3.6 Battle-axe legs	Fully Compliant		
ELEMENT 4: WATER SUPPLY:	Fully Compliant		
A4.1 Water supply for structure plans	Not Applicable	-	-
A4.2 Water supply for subdivision applications	Fully Compliant		
A4.3 Water supply for existing habitable building(s)	Fully Compliant		
Note 1: Achieving the objectives and policy outcomes of SPP 3.7 Bushfire can be demonstrated through either the acceptable solutions pathway, the outcomes- based approach only, or a combination of both pathways (refer to Guidelines s 2.2.1). Note 2: When applied, the required additional assessment details are provided in Section 5.4 of this BMP. The content and comprehensiveness of the assessment will vary dependant on the specific conditions of the broader landscape, the development site, its use and the degree to which any relevant acceptable solutions cannot be complied with.			



5.3 BPC 5: Subdivision Application - Acceptable Solutions Assessment

5.3.1 Element 1: Location

ELEMENT 1: LOCATION (SUBDIVISION APPLICATION)					
All details of acceptable solution requirements are established in the Planning for Bushfire Guidelines (Guidelines) – WA Department of Planning, Lands and Heritage (DPLH, as amended).					
O1	The Outcome of State Planning Policy 3.7 Bushfire (and the BPC) to be Achieved				
	Avoid broader landscapes that present an unacceptable bushfire risk to people, property and infrastructure (SPP 3.7, 6.1)				
E1	Acceptable Solutions Pathway - Compliance Statement				
	The planning proposal is fully compliant with all applicable acceptable solutions and therefore achieves the required outcomes of this element.				
	Alternative Pathway Applied to Demonstrate Ability to Achieve SPP 3.7 Outcomes				
	N/A				
ACCEPTABLE SOLUTIONS - ASSESSMENT STATEMENTS					
Check Box Legend: ☒ Relevant & met ☒ Relevant & not met ☐ Not relevant					
E1: Location		Applicable:	No	Compliant:	-
☐ ☐ ☐	The subject site is within Area 1 (Urban) on the Map of Bushfire Prone Areas and does not require assessment of Element 1: Location.				
<u>Assessment Supporting Details:</u> None required.					
A1.1a Broader Landscape Type A		Applicable:	Yes	Compliant:	Yes
☒ ☐ ☐	The subject site is located in an area that is a Broader Landscape Type A.				
<u>Assessment Supporting Details:</u> Refer to section 3.1 for details.					
A1.1a Broader Landscape Type B		Applicable:	No	Compliant:	-
☐ ☐ ☐	The subject site is located in an area that is a Broader Landscape Type B. which presents an unacceptable bushfire risk of a landscape scale bushfire resulting in impacts to people, property and infrastructure. This location does not satisfy the acceptable solution for Element 1: Location. An outcomes-based approach has been prepared to demonstrate (to the decision maker) how Policy Outcome O1 will, or potentially can, be satisfied through appropriate management and/or mitigation of the relevant risks.				
<u>Assessment Supporting Details:</u> None required					



5.3.2 Element 2: Siting and Design

ELEMENT 2: SITING AND DESIGN (SUBDIVISION APPLICATION)

IMPORTANT INFORMATION REGARDING ADDITIONAL BCA REQUIREMENTS

Be aware of the following when the planning proposal includes the future construction of a Class 9 vulnerable use building that is required to comply with the bushfire resistance and additional requirements of the Building Code of Australia (BCA) contained within the National Construction Code 2022 (NCC 2022).

The Building Code of Australia is applied under the WA Building Act 2011/Building Regulations 2012. The BCA establishes that these buildings must have certain minimum separation distances from bushfire prone vegetation – with site specific conditions determining these distances.

The separation distances are significantly greater than the required minimum distances established by SPP 3.7/Guidelines under the Planning and Development Act 2005.

This BMP as a bushfire planning assessment is not required to determine the additional separation distances that are to apply to the subject planning proposal or its ability to comply with those requirements.

However, in consideration of the relevant provision in the LPS Regulations 2015 (see below), Bushfire Prone Planning is taking the approach of informing decision makers regarding the additional separations distances to be considered.

LPS Regulations 2015, Schedule 2, Part 10A – Bushfire risk management, cl. 78E (1) – “In considering an application for development approval for development to which this Part applies, the local government is to have regard to the bushfire resistant construction requirements of the Building Code”.

The separation distances from classified vegetation established by the BCA, when applicable to the subject planning proposal, are presented in this BMP as an addendum. Refer also to information provided in Appendix B3 of this BMP.

EXPLANATORY INFORMATION

Refer to Appendices B1 and B3 of this BMP for additional information and to the bushfire protection measure implementation checklist in Section 6 for the APZ dimensions applicable to this planning proposal.

The Planning Assessment and the APZ

This assessment is a ‘planning assessment’ being conducted for planning approval purposes only. All details of acceptable solution requirements are established in the Planning for Bushfire Guidelines (Guidelines) – WA Department of Planning, Lands and Heritage (DPLH, as amended).

Note the assessment is not conducted for building approval purposes. The derivation of ‘determined’ BAL ratings for building permit applications is not the intended outcome of this planning assessment. However, in limited situations, the presented indicative BAL rating might also be considered as ‘determined’.

To comply with the relevant acceptable solutions contained in the ‘Bushfire Planning Guidelines’, the subject planning proposal must demonstrate that the required minimum sized asset protection zone (APZ) - subject to location constraints and allowances established by the Guidelines - can be installed surrounding a habitable or specified building.

Approved BMP's and the APZ Dimensions to be Implemented

An approved BMP, unless stated otherwise, is only approving the installation of an APZ comprised of:

- The minimum dimensions that ensure the radiant heat impact of a bushfire (on building works) does not exceed 29 kW/m² (BAL-29); or



- For specific 'vulnerable' land uses, the minimum dimensions that ensures the radiant heat impact of a bushfire (on building works) does not exceed the level of radiant heat exposure stated in the applicable acceptable solution; or
- The specific minimum dimensions that may be applied through the application of an outcomes-based approach.

Consequently, the 'minimum' dimensions of the approved APZ are also the 'maximum' approved dimensions when installation of the APZ will require the modification/removal of native vegetation. Installing a larger dimensioned APZ, to lower the determined BAL rating of specific building works, will need additional approval from the relevant planning authority.

The following bushfire planning policy and guidance potentially limit installed APZ dimensions:

- SPP 3.7 Bushfire, Policy Objectives, cl. 5.5 states – "Prioritise the retention of native vegetation for biodiversity conservation, environmental protection and landscape amenity.
- SPP 3.7 Bushfire, Policy Outcomes, cl. 6.2 - establishes that clearing of native vegetation is to be avoided or minimised in managing or mitigating bushfire risk.
- The Guidelines, Appendix B2, B.2.1 states - "clearing or modification of native vegetation to reduce the radiant heat impact below 29 kW/m² is generally not supported."



	The Outcome of State Planning Policy 3.7 Bushfire (and the BPC) to be Achieved			
O2	Ensure siting and design solutions: • Manage or mitigate the bushfire risk to people, property and infrastructure; and • Avoid, or where unavoidable, minimises the clearing of native vegetation. (SPP 3.7, 6.2)			
	Acceptable Solutions Pathway - Compliance Statement			
E2	The planning proposal is fully compliant with all applicable acceptable solutions and therefore achieves the required outcomes of this element.			
	Alternative Pathway Applied to Demonstrate Ability to Achieve SPP 3.7 Outcomes			
	N/A			
ACCEPTABLE SOLUTIONS - ASSESSMENT STATEMENTS				
Check Box Legend: ☒ Relevant & met ☒ Relevant & not met ☐ Not relevant				
A2.1 Siting and design		Applicable:	Yes	Compliant: Yes
☒ ☐ ☐	Ensure that each proposed and existing lot(s) contains a sufficient development site(s) that can achieve a radiant heat impact not exceeding 29 kW/m ² (BAL-29). <i>Note: In accordance with Planning and Development (LPS) Regulations 2015, s.78A, 'development site' means that part of a lot on which a building that is the subject of development stands or is to be constructed.</i>			
Assessment Supporting Details: Each proposed lot is large enough to support a dwelling in BAL-29 or below by installing a 20m APZ as required by the Shire of Gingin Firebreak Order. Indicative building envelope locations have been included in Figure 3.4.1 and 3.5 to show how a future dwelling could achieve BAL-29 or below.				
A2.2 Asset Protection Zone (APZ)		Applicable:	Yes	Compliant: Yes
Where a development site (refer to definition above in A2.1) cannot be wholly located within an area with a radiant heat impact not exceeding 29 kW/m ² (BAL-29) in its pre-development state, an indicative APZ is to be provided and meet the following requirements for width, location and management:				
☒ ☐ ☐	APZ Width: The APZ, when measured from the development site, is of sufficient size to ensure the radiant heat impact of a bushfire does not exceed 29 kW/m ² (BAL-29) in all circumstances.			
☒ ☐ ☐	APZ Location – Option 1: The indicative 'Planning BAL-29' APZ can be contained solely within the boundaries of each lot.			
☒ ☐ ☐	APZ Location – Option 2: The indicative 'Planning BAL-29' APZ cannot be contained solely within the boundaries of the lot. However, the relevant vegetation on the adjoining land / lot(s) is, and will continue to be, on an ongoing basis in perpetuity, low threat as per: • Clause 2.2.3.2 of AS 3959 (including non-vegetated land such as a sealed or unsealed road, or a water body); or • The requirements of the Guidelines Appendix B.2, Table 9 – APZ technical requirements; or • The alternative standard in the local planning scheme (when it exists); and • Any required ongoing vegetation management is agreed upon via a substantiated management agreement between the applicable landowners and the local government.			



☐ ☐ ☒	APZ Management: The APZ can and will be managed in accordance with the requirements established in the Guidelines, Appendix B.2 or the alternative standard in the gazetted local planning scheme (when it exists).
<u>Assessment Supporting Details:</u> A BAL-29 APZ can be installed and maintained entirely within each lot. Refer to Figure 3.4.1 for examples.	
A2.3 Clearing of native vegetation	
Applicable: Yes Compliant: Yes	
☒ ☐ ☐	The development avoids, or where unavoidable, minimises the clearing of native vegetation.
<u>Assessment Supporting Details:</u> Large areas of native vegetation exist on site and are likely to be retained. Future dwellings should be located in existing areas of grassland to minimise native vegetation removal. Some native vegetation may be retained within APZs where it can comply with APZ requirements.	



5.3.3 Element 3: Vehicular Access

ELEMENT 3: VEHICULAR ACCESS (STRUCTURE PLAN / SUBDIVISION APPLICATION)					
All details of acceptable solution requirements are established in the Planning for Bushfire Guidelines (Guidelines) – WA Department of Planning, Lands and Heritage (DPLH, as amended). When relevant, the 'Bushfire Management Plan Guidance for the Dampier Peninsula' (DPLH, 2021 Rev B), is also referenced. The technical construction requirements for access types and components are established in the Guidelines Appendix B.3, Table 10 (certain information is copied and presented in Appendix C of this BMP). The local government will advise the proponent where different requirements are to apply and when any additional specifications such as those for signage and gates are to apply. These are included as an appendix if requested by the local government. Note: The following understanding of what constitutes a 'road', and the stated definitions can be important considerations for assessments against an acceptable solution for Element 3. - Guidelines Appendix B3: Vehicular Access, identifies a 'road' as being either a public road (that includes a no-through road) or a perimeter road. All other access types (i.e. emergency access ways, fire service access routes, battle-axes and private driveways) are considered a different class of access i.e. they are not 'roads'. - SPP 3.7 defines 'no-through road' as "a cul-de-sac or dead end road". - SPP 3.7 defines 'two-way access' as "vehicular access from a site in two different directions to at least two different suitable destinations". This allows for required access to potentially be provided by an emergency access way and not just public roads.					
O3	The Outcome of State Planning Policy 3.7 Bushfire (and the BPC) to be Achieved Ensure the design and capacity of vehicular access and egress provide: - For efficient and effective evacuation to a suitable destination(s); and/or - As a contingency measure for vulnerable land uses, an on-site shelter, where demonstrated appropriate, as a last resort option. (SPP 3.7, 6.3)				
E3	Acceptable Solutions Pathway - Compliance Statement				
	The planning proposal is fully compliant with all applicable acceptable solutions and therefore achieves the required outcomes of this element.				
	Alternative Pathway Applied to Demonstrate Ability to Achieve SPP 3.7 Outcomes				
	N/A				
ACCEPTABLE SOLUTIONS - ASSESSMENT STATEMENTS					
Check Box Legend: ☒ Relevant & met ☒ Relevant & not met ☐ Not relevant					
A3.1 Public roads		Applicable:	Yes	Compliant:	Yes
☒	☐	☐	Public roads meet the technical requirements for minimum vertical clearance (4.5 metres) and minimum weight capacity (15 tonnes - includes bridges, culverts).		
☒	☐	☐	Public roads meet the technical requirement <u>recommended</u> in the Guidelines in Appendix B3, B3.1 for a minimum horizontal clearance of 6 metres.		



☒ ☐ ☐	Public road technical requirements for minimum horizontal clearance, gradients and curves should be in accordance with the class of road as specified in the Public Works Engineering Australasia (IPWEA) subdivision guidelines, Liveable Neighbourhoods, Austroads Standards, any applicable or relevant Main Roads standards, supplements, policies and any applicable or relevant local government standards or policies. The assessment conducted for the bushfire management plan indicates that it is likely that the proposed development can and will comply with the requirements. However, the applicable class of road, the associated technical requirements and subsequent proposal compliance, will need to be confirmed with the relevant local government and/or Main Roads WA.				
<u>Assessment Supporting Details:</u> Gingin Brook Rd is a public road which is 7.5m in trafficable width with 1m shoulders on either side.					
A3.2 Access routes	<table border="1"> <tr> <td>Applicable:</td> <td>Yes</td> <td>Compliant:</td> <td>Yes</td> </tr> </table>	Applicable:	Yes	Compliant:	Yes
Applicable:	Yes	Compliant:	Yes		
☐ ☐ ☒	Subject site is in Area 1 (Urban) (Map of BPA). Public road access, with all-weather surfaces, is provided to at least one suitable destination.				
☒ ☐ ☐	Subject site is in Area 2 (Map of BPA). Public road access, with all-weather surfaces, is provided in two different directions, to two different suitable destinations.				
<u>Assessment Supporting Details:</u> The proposal is located within BPA - Area 2. Public road access is provided directly to each lot via Gingin Brook Road.					
A3.3a No-through roads	<table border="1"> <tr> <td>Applicable:</td> <td>No</td> <td>Compliant:</td> <td>-</td> </tr> </table>	Applicable:	No	Compliant:	-
Applicable:	No	Compliant:	-		
☐ ☐ ☒	A3.3a is not applicable to the subject planning proposal because the planning proposal is sited in Area 1 (Urban) (Map of BPA), and there is no limitation on no-through road lengths.				
☒ ☐ ☐	A3.3a is not applicable to the subject planning proposal because access to the subject site is via a private driveway from a public road providing two-way access. Consequently, vehicular access to the subject site does not have a no-through road component.				
☐ ☐ ☒	The subject site is in Area 2 (Map of BPA): Access to the subject site is via a no-through public road that does not exceed the established maximum of 200 metres in length from the subject site boundary to an intersection where two-way access is provided.				
☐ ☐ ☒	The subject site is in Area 2 (Map of BPA): Access to the subject site / lot(s) is via a no-through public road that exceeds the established maximum of 200 metres in length from the proposed lot(s) boundary to an intersection where two-way access is provided. It is demonstrated that there are site constraints and/or that there are no alternative design options to achieve the 200 metre maximum length. Compliant two-way access within 200 metres from the proposed lot(s) boundary will be established through the provision (or existence) of a compliant emergency access way through the application of acceptable solution A3.4: Emergency Access Way.				
☐ ☐ ☒	The subject site is in Area 2 (Map of BPA): Access to the subject site / lot(s) is via a no-through public road that exceeds the established maximum of 200 metres in length from the proposed lot(s) boundary to an intersection where two-way access is provided. However, the additional road length can be considered to satisfy the acceptable solution as the following established additional requirements can be met:				



☐ ☐ ☒	It is demonstrated that that an alternative access, including an emergency access way, cannot be provided due to site constraints; and
☐ ☐ ☒	The no-through road travels towards a suitable destination; and
☐ ☐ ☒	- The balance of the no-through road that is greater than 200 metres from the subject site is: - Wholly within a residential built-out area; or - Wholly within an area designated Area 1 (Urban) on Map of BPA; or - Potentially subject to radiant heat levels from adjacent bushfire prone vegetation not exceeding 12.5 kW/m² / BAL-LOW (Guidelines Figure 29).
<u>Assessment Supporting Details:</u> No no-through roads are relevant to the proposal.	
A3.3b No-through roads technical requirements	Applicable: No Compliant: -
☒ ☐ ☐	A3.3b is not applicable to the subject planning proposal because the assessment against A3.3a has established that vehicular access to the site does not have a no-through road component.
☐ ☐ ☒	The no-through road meet (or can and will meet) the public road technical requirements for minimum vertical clearance (4.5 metres) and minimum weight capacity (15 tonnes - includes bridges, culverts).
☐ ☐ ☒	The no-through road meet (or can and will meet) the public road technical requirement <u>recommended</u> in the Guidelines in Appendix B3, B3.1 for a minimum horizontal clearance of 6 metres.
☐ ☐ ☒	The no-through road (i.e. public road) technical requirements for minimum horizontal clearance (excluding perimeter road), gradients and curves should be in accordance with the class of road as specified in the Public Works Engineering Australasia (IPWEA) subdivision guidelines, Liveable Neighbourhoods, Austroads Standards, any applicable or relevant Main Roads standards, supplements, policies and any applicable or relevant local government standards or policies. The assessment conducted for the bushfire management plan indicates that it is likely that the proposed development can and will comply with the requirements. However, the applicable class of road, the associated technical requirements and subsequent proposal compliance, will need to be confirmed with the relevant local government and/or Main Roads WA.
☐ ☐ ☒	The turnaround area/head meets (or can and will meet) the design requirements established by the Guidelines, Figure 30.
<u>Assessment Supporting Details:</u> No no-through roads are relevant to the proposal.	
A3.4 Emergency access way	Applicable: No Compliant: -
☒ ☐ ☐	A3.4 is not applicable to the subject planning proposal because it has been assessed as compliant with A3.2 (and A3.3a and A3.3b when applicable), and an emergency access way is not required.
☐ ☐ ☒	A3.4 is applicable to the subject planning proposal because an emergency access way currently exists and has been part of the subject planning proposal's ability to comply with A3.2. Consequently, it will apply with regard to meeting (or being able to meet), the specified technical requirements and ongoing management requirements, rather than its installation.
☐ ☐ ☒	The requirements established for acceptable no-through road access to the subject site / lot(s) in A3.2 and/or A3.3a and/or A3.3b cannot be achieved. An emergency access way (EAW) is provided as the



		alternative access and can be considered as an acceptable solution, when the following established requirements are met:
☐	☐	☒ It is demonstrated that an alternative design option does not exist and that site constraints prevent the requirements of A3.2 and A3.3 being met; and
☐	☐	☒ The access way is no more than 500 metres in length, provides a through connection to a public road connecting to a public road network. The connection onto the State Road Network has access approval from Main Roads WA; and
☐	☐	☒ The access way meets (or can and will meet) the technical requirements (Guidelines Appendix B3, Table 10) for minimum horizontal clearance (Map of BPA Area 1 (Urban) = 6 metres and Area 2 = 10 metres), minimum vertical clearance (4.5 metres), minimum weight capacity (15 tonnes - includes bridges, culverts) and minimum inner radius of road curves (8.5 metres); and
☐	☐	☒ The access way meets (or can and will meet) the technical requirements (Guidelines Appendix B3, Table 10) for crossfalls and gradients for different surfaces and dips; and
☐	☐	☒ The access way will be signposted and, if gated, gates will open for the whole carriageway width and remain unlocked; and
☐	☐	☒ The proponent has obtained consent from the local government, that it will accept care, control and management responsibilities for the emergency access way.
☐	☐	☒ The subdivision proposes development in stages, and each stage is to comply with the relevant bushfire protection criteria. Consequently, a temporary access way is planned to facilitate the staging arrangements of a subdivision as an interim second access route until the required second access route is constructed as a public road in a subsequent stage. The planned approach for achieving the required outcome is described in the supporting assessment details below.
		<u>Assessment Supporting Details:</u> The proposal is compliant with A3.2. No EAW is required.
A3.5a Perimeter roads		Applicable: No Compliant: -
☒	☐	☐ A3.5a is not applicable to the subject planning proposal because the proposal is for less than 10 lots adjacent to each other (including the cumulative number of lots created as part of a staged subdivision).
☐	☐	☒ A3.5a is not applicable to the subject planning proposal. The assessment justifies the non-applicability due to one or more of the following exclusion factors being relevant (see Supporting Details): - The adjoining classified vegetation is Class G Grassland (AS 3959); - Lots are zoned for rural living or equivalent; - It is demonstrated that it cannot be provided due to site constraints; or - All lots have frontage to an existing public road.
☐	☐	☒ The proposed greenfield development or large scale urban infill adjoins classified vegetation (excluding Class G, AS 3959) and consists of 10 or more lots adjacent to each other (including the cumulative number of lots created as part of a staged subdivision).



	A perimeter road will be provided to separate the areas of permanent classified vegetation (under AS 3959) from the proposed lot(s) and remove the need for battle-axe lots that back onto areas of classified vegetation.					
	The perimeter road meets (or can and will meet) the technical requirements (Guidelines Appendix B3, Table 10) for minimum horizontal clearance (Map of BPA Area 1 (Urban) = 8 metres and Area 2 = 12 metres), minimum vertical clearance (4.5 metres) and minimum weight capacity (15 tonnes - includes bridges, culverts).					
	The perimeter road technical requirements for gradients and inner radius curves should be in accordance with the class of road as specified in the Public Works Engineering Australasia (IPWEA) subdivision guidelines, Liveable Neighbourhoods, Austroads Standards, any applicable or relevant Main Roads standards, supplements, policies and any applicable or relevant local government standards or policies. The assessment conducted for the bushfire management plan indicates that it is likely that the proposed development can and will comply with the requirements. However, the applicable class of road, the associated technical requirements and subsequent proposal compliance, will need to be confirmed with the relevant local government and/or Main Roads WA.					
<u>Assessment Supporting Details:</u> The proposal is for 7 total lots. No perimeter road is required. An existing road reserve exists along the northeastern face of the subject site, which has not been constructed.						
<table><tr><td>A3.5b Fire service access route</td><td>Applicable:</td><td>No</td><td>Compliant:</td><td>-</td></tr></table>		A3.5b Fire service access route	Applicable:	No	Compliant:	-
A3.5b Fire service access route	Applicable:	No	Compliant:	-		
	A3.5b is not applicable to the subject planning proposal because a perimeter road is assessed as <u>being required</u> in accordance with A3.5a, therefore a fire service access route is not required.					
	A3.5b is not applicable to the subject planning proposal because: Appropriate firefighter access is currently available to all relevant areas classified vegetation (under AS 3959) that is not Class G Grassland. Consequently, a fire service access route is not required to provide firefighter access to this vegetation, despite otherwise being required when a perimeter road is assessed as <u>not being required</u> (in accordance with A3.5a).					
	The proposed lots adjoin classified vegetation (classified under AS 3959) that is not Class G Grassland, and a perimeter road is not required in accordance with A3.5a. A fire service access route can and will be provided for firefighter access to the relevant classified vegetation where firefighter access is not currently available. It can and will meet the following established requirements:					
	The fire service access route is a through-route with no dead-ends, no further than 500 metres from a public road and will be signposted; and					
	The fire service access route meets (or can and will meet) the technical requirements (Guidelines Appendix B3, Table 10) for minimum horizontal clearance (Map of BPA Area 1 (Urban) = 6 metres and Area 2 = 10 metres), minimum vertical clearance (4.5 metres), minimum weight capacity (15 tonnes - includes bridges, culverts) and minimum inner radius of road curves (8.5 metres); and					
	The fire service access route meets (or can and will meet) the technical requirements (Guidelines Appendix B3, Table 10) for crossfalls and gradients for different surfaces and dips; and					
	When gated, gates will open the whole carriageway width and can be locked by the local government and/or the emergency services, when keys are provided for each gate; and					



☐ ☐ ☒	The proponent has obtained consent from the local government, that it will accept care, control and management responsibilities for the fire service access route (unless it is a Crown reserve managed by another entity).				
<u>Assessment Supporting Details:</u> An access track in the unconstructed road adjoining the northeast edge of the proposal which provides access to the rear of the lots. All lots will be required to have compliant driveways and firebreaks.					
A3.6 Battle-axe legs	<table border="1"> <tr> <td>Applicable:</td> <td>Yes</td> <td>Compliant:</td> <td>Yes</td> </tr> </table>	Applicable:	Yes	Compliant:	Yes
Applicable:	Yes	Compliant:	Yes		
☐ ☐ ☒	A3.6 is not applicable to the subject planning proposal because the subject planning proposal does not contain battle-axe legs.				
☐ ☐ ☒	The subject site is in a reticulated water area and the point where the battle-axe access leg(s) joins the effective area of the battle-axe lot, is less than 50 metres from a public road. No battle-axe leg technical requirements apply.				
☒ ☐ ☐	It is demonstrated that a battle-axe access leg(s) cannot be avoided due to site or design constraints, but they can and will satisfy the following established technical requirements (allowing the battle-axe leg(s) to be considered as an acceptable solution):				
☒ ☐ ☐	The battle-axe leg meets (or can and will meet) the technical requirements (Guidelines Appendix B3, Table 10) for minimum horizontal clearance (6 metres) or where not required to comply with the Guidelines width, it meets the requirements of the Residential Design Codes and Development Control Policy 2.2 Residential Subdivision; and				
☒ ☐ ☐	The battle-axe leg meets (or can and will meet) the technical requirements (Guidelines Appendix B3, Table 10) for minimum vertical clearance (4.5 metres), minimum weight capacity (15 tonnes - includes bridges, culverts) and minimum inner radius of road curves (8.5 metres); and				
☒ ☐ ☐	The battle-axe leg meets (or can and will meet) the technical requirements (Guidelines Appendix B3, Table 10) for the gradients of different surfaces and dips; and				
☒ ☐ ☐	Passing bays are (or can and will be) installed every 200 metres with a minimum length of 20 metres and a minimum additional carriageway width of 2 metres i.e. the combined carriageway width of the passing bay and constructed private driveway will be a minimum 6 metres; and				
☒ ☐ ☐	The turnaround area/head meets (or can and will meet) the design requirements established by the Guidelines, Figure 30.				
<u>Assessment Supporting Details:</u> Lots 1,2 and 3 are battleaxe lots with 10m wide battleaxe legs. The battleaxe driveways must be constructed to the standards of table 10 of the Guidelines (appendix C2 of this BMP). This includes a minimum 4m trafficable width and an additional 2m of trafficable width in passing bays which are 20m in length every 200m. Battle axes are necessary to allow the lots to be wider and therefore providing a more efficient use the of the land. It is also noted that the majority of the battleaxe leg lengths are located within portions of the subject site that are not designated Bushfire Prone.					



5.3.4 Element 4: Water Supply

ELEMENT 4: WATER SUPPLY (STRUCTURE PLAN / SUBDIVISION APPLICATION)			
All details of acceptable solution requirements are established in the Planning for Bushfire Guidelines (Guidelines) – WA Department of Planning, Lands and Heritage (DPLH, as amended).			
O4	The Outcome of State Planning Policy 3.7 Bushfire (and the BPC) to be Achieved		
	Ensure that sufficient water is available and accessible for emergency services, to enable people, property and infrastructure to be defended from bushfire. (SPP 3.7, 6.4)		
E4	Acceptable Solutions Pathway - Compliance Statement		
	The planning proposal is fully compliant with all applicable acceptable solutions and therefore achieves the required outcomes of this element.		
	Alternative Pathway Applied to Demonstrate Ability to Achieve SPP 3.7 Outcomes		
	N/A		
ACCEPTABLE SOLUTIONS - ASSESSMENT STATEMENTS			
Check Box Legend: ☒ Relevant & met ☒ Relevant & not met ☐ Not relevant			
A4.1 Water supply for structure plans		Applicable:	No Compliant: -
☐ ☐ ☐	Evidence is provided that a <u>reticulated</u> water supply, available for firefighting purposes, can be provided at the subdivision and/or development application stage, in accordance with the specifications established by the relevant water supply authority.		
☐ ☐ ☐	The provision of or the specifications of a <u>reticulated</u> water supply cannot be met. Evidence is provided that a sufficient, sustainable and accessible <u>non-reticulated</u> water supply dedicated to firefighting purposes can be provided at the subdivision and/or development application stage, in accordance with the specifications established in the Guidelines, Appendix B4: Water Supply.		
☐ ☐ ☐	It has been determined (by the proposed number of lots and/or the local government) that the provision of a strategic water supply tank(s) is required. A suitable area(s) will be identified as a Crown reserve on the structure plan, to the satisfaction of the WAPC on advice from the local government. The land on which the strategic tank is to be located is to be ceded and should occur free of cost, without any payment or compensation by the Crown, as a Crown reserve for 'strategic water supply for firefighting purposes.'		
☐ ☐ ☐	The structure plan is over land with fragmented ownership, and the local government has determined that a strategic water supply tank is required. The first stage of the development will include the installation of the strategic water supply tank(s) on the identified Crown reserve(s).		
☐ ☐ ☐	The applicable local planning scheme provisions provide for developer contributions for public infrastructure. The local government is supportive of applying a cash-in-lieu arrangement for the provision of a strategic water tank for firefighting purposes. This arrangement is presented as an Addendum in this BMP.		



☐ ☐ ☒	Evidence will be provided, at the subsequent relevant planning stage, that the proposed water supply has been installed in accordance with the specifications established by the relevant water supply authority and/or the Guidelines, Appendix B4: Water supply.
☐ ☐ ☒	The BPC Explanatory Notes in Appendix B.4: Water Supply introduce additional measure as best practice but voluntary. The following measure is adopted by the planning proposal: The subject site is planned to have a <u>reticulated</u> water supply but is in an area designated as Area 2 on the Map of BPA and/or the local government area has known issues with water supply or pressure. Water supply tank(s) and fittings dedicated to firefighting purposes (noting that combining drinking and firefighting uses of water is not recommended and may be contrary to relevant provisions), that satisfy the construction and design requirements established in the Guidelines, Appendix B4: Water Supply, will be provided. These will be met at the subdivision and/or development application stage as applicable.
<u>Assessment Supporting Details:</u> The proposal is not a structure plan.	
A4.2 Water supply for subdivision applications	Applicable: Yes Compliant: Yes
☐ ☐ ☒	Evidence is provided that a reticulated water supply, available for firefighting purposes, exists or can be provided. Hydrant connection(s) will be provided in accordance with the specifications established by the relevant water supply authority (refer also to hydrant location information in Appendix D of this BMP).
☒ ☐ ☐	The provision of or the specifications of a reticulated water supply cannot be met. Evidence is provided that a sufficient, sustainable and accessible non-reticulated water supply, dedicated to firefighting purposes, can and will be provided in accordance with the specifications established in the Guidelines, Appendix B4: Water Supply.
☐ ☐ ☒	The planning proposal is for the creation of two lots (one additional lot) on which a 10,000 litre water supply tank, dedicated to firefighting purposes, will be installed on each lot.
☒ ☐ ☒	The planning proposal is for the creation of three to 24 lots and a 10,000 litre water supply tank, dedicated to firefighting purposes, will be installed on each lot.
☐ ☐ ☒	The planning proposal is for the creation of 25 lots or more. A 10,000 litre water supply tank, dedicated to firefighting purposes, will be installed on each lot, or 50,000 litre strategic water tank(s), dedicated to firefighting purposes, will be installed per 25 lots or part thereof, or a combination of these requirements will be installed - as most appropriate or as instructed by the relevant local government.
☐ ☐ ☒	It has been determined (by the proposed number of lots and/or the local government) that the provision of a strategic water supply tank(s) is required. A suitable area(s) will be identified as a Crown reserve on the subdivision, to the satisfaction of the WAPC on advice from the local government. The land on which the strategic tank is to be located is to be ceded and should occur free of cost, without any payment or compensation by the Crown, as a Crown reserve for 'strategic water supply for firefighting purposes.'
☐ ☐ ☒	The proposed subdivision is to be staged, and the local government has determined that a strategic water supply tank is required. The first stage of the subdivision will include the installation of the strategic water supply tank(s) on the identified Crown reserve(s).
☐ ☐ ☒	The applicable local planning scheme provisions provide for developer contributions for public infrastructure. The local government is supportive of applying a cash-in-lieu arrangement for the provision of a strategic water tank for firefighting purposes. This arrangement is presented as an Addendum in this BMP.



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|--------------------------|--------------------------|-------------------------------------|---|
| ☐ | ☐ | ☒ | Any strategic water supply tank dedicated to firefighting purposes and proposed to be installed, will be located no more than 10 minutes travel time (for an emergency services vehicle at legal road speeds), from the farthest development site. |
| ☐ | ☐ | ☒ | <p>Planned above ground water supply tank(s), dedicated to firefighting purposes (and tank stand(s) when applicable), will be constructed of non-combustible material and as necessary, will comply with AS/NZS 3500.1(as amended).</p> <p>This includes not using the same water supply for both domestic use and firefighting purposes. If a combined use tank(s) is to be used, it will separate the storage compartments in accordance with the provisions of the standard (i.e. internal installation of double partition walls).</p> |
| ☐ | ☐ | ☒ | Each strategic tank water outlet connection fitting will have a full flow valve and either a 100 mm or 50 mm male camlock coupling (with the applied size dependant on the advice or condition established by the local government). |
| ☐ | ☐ | ☒ | The outlet connection fitting for the water supply tank(s), dedicated to firefighting purposes, will have a full flow valve and a 50 mm male camlock coupling. |
| ☐ | ☐ | ☒ | All above-ground, exposed water supply pipes and fittings will be metal and positioned facing away from the source of bushfire hazard and/or shielded against potential bushfire impact – to allow access by emergency services. |
| ☐ | ☐ | ☒ | <p>The planned provision of the water supply tank(s) will consider locations relative to the bushfire hazard. Location of the tank(s) and management of vegetation will ensure vegetation will not exist over or against the tank(s) and that sufficient separation exists to limit the potential bushfire impact.</p> <p>Due consideration will also be given to the provision of sufficient separation from vegetation and/or shielding for the protection of firefighters accessing the water supply.</p> |
| ☐ | ☐ | ☒ | An unobstructed, hardened ground surface, for emergency services vehicle access, can and will be installed within 4 metres of the water supply outlet (refer to Figure 39, Guidelines). |
| ☐ | ☐ | ☒ | It is proposed for a water supply tank outlet(s) is to be remote from the tank, the local government and DFES will have been consulted regarding the application and location. The determined requirements are presented as an Addendum in this BMP. |
| ☐ | ☐ | ☒ | Planned below ground water supply tank(s), dedicated to firefighting purposes, will have at least a 200 mm diameter access hole – or a suitable inspection opening - to allow tankers or emergency services vehicles to refill direct from the tank, with the outlet location clearly marked on the surface. As necessary, the tanks(s) will comply with AS/NZS 3500.1 (as amended). |
| ☐ | ☐ | ☒ | <p>The BPC Explanatory Notes in Appendix B.4: Water Supply introduce additional measure as best practice but voluntary. The following measure is adopted by the planning proposal:</p> <p>The subject site will have a reticulated water supply but is in an area designated as Area 2 on the Map of BPA and/or the local government area has known issues with water supply or pressure. Water supply tank(s) will be provided and fittings dedicated to firefighting purposes that satisfy the construction and design requirements established in the Guidelines, Appendix B4: Water Supply.</p> |
| ☐ | ☐ | ☒ | <p>The BPC Explanatory Notes in Appendix B.4: Water Supply introduce additional measures as best practice but voluntary. The following measure is adopted by the planning proposal:</p> <p>The subject site is in a non-reticulated area. Pumping equipment is installed and will be powered by means other than the electricity network such as an appropriately powered and capacity petrol/diesel or onsite generator/electricity, driven pump, and be shielded against potential bushfire impact.</p> |



<u>Assessment Supporting Details:</u> Each proposed lot will be required to install 10,000L of dedicated firefighting water per habitable building. These will be installed by each landowner upon development of each lot. [Refer to additional technical requirement information contained in Appendix D]					
A4.3 Water supply for existing habitable building(s)		Applicable:	Yes	Compliant:	Yes
☒ ☐ ☐	The proposed subdivision includes an existing habitable building(s) that is to be retained. A hydrant connection(s) will be provided in accordance with the specifications established by the relevant water supply authority (refer also to hydrant location information in Appendix D of this BMP).				
☐ ☐ ☒	The provision of or the specifications of a reticulated water supply cannot be met. Evidence is provided that a sufficient, sustainable and accessible non-reticulated water supply, dedicated to firefighting purposes, can and will be provided in accordance with the specifications established in the Guidelines, Appendix B4: Water Supply. Details of the applicable specifications that will be met have been presented in the assessment of 'A4.2: Water supply for subdivision application above'.				
<u>Assessment Supporting Details:</u> 10,000L water supply is to be installed to service the existing dwelling.					



6 RESPONSIBILITY CHECKLISTS

EXPLANATORY INFORMATION	
This section of the BMP sets out the responsibilities of the relevant entity or person for: - The initial implementation of the required bushfire protection measures and their timing; and - The ongoing maintenance of the required bushfire protection measures to ensure their continued effectiveness. Note: Protection measures that may be recommended by the bushfire consultant in the BMP section titled 'Additional Recommended Bushfire Protection Measures' are not included in the Responsibility Checklists (at least initially). The reason for this is the additional measure(s) are either: - Provided as additional risk management advice to the proponent and it is up to them to choose to apply; or - Part of an outcomes-based approach being applied to satisfy the required outcomes of SPP 3.7. Consequently, the need for their application (which would create a responsibility) is currently subject to assessment and approval by the decision maker. When their application is established by planning approval, the responsibility checklists in this BMP will be required to be updated.	

6.1 Protection Measure Implementation Checklists

6.1.1 Developer Responsibilities Prior to Issue of Certificates of Title for New Lots

TABLE 6.1 DEVELOPER RESPONSIBILITIES PRIOR TO ISSUE OF CERTIFICATES OF TITLE FOR NEW LOTS			
No.	IMPLEMENTATION OF BUSHFIRE PROTECTION MEASURES Measures Established Under SPP 3.7 / Guidelines	Local Government Clearance	Bushfire Consultant Clearance
1	For the lots which retain a habitable building, ensure a BAL-29 APZ is installed surrounding the building.	☐	☐
2	The subdivision approval may be conditioned to require information be provided that informs the decision maker: - That the required bushfire protection measure implementation contained in Table 6.1 of this bushfire management plan, have been complied with during subdivisional works; and - Notes any evidence that relevant and required bushfire protection measures contained in Table 6.2 of this bushfire management plan will be complied with. The relevant bushfire protection measures are those that can be checked for compliance by a bushfire consultant. The compliance certification will be provided as a certificate or report (as most applicable).	☐	☐



6.1.2 Developer Responsibilities Prior to Sale of New Lots

TABLE 6.2 DEVELOPER RESPONSIBILITIES PRIOR TO SALE OF NEW LOTS	
No.	IMPLEMENTATION OF BUSHFIRE PROTECTION MEASURES Measures Established Under SPP 3.7 / Guidelines
1	Install, or establish an obligation to the future landowner to install within each lot (at a location to be determined), the required 10,000 litre firefighting water supply tank, including fittings and the required hardstand/access, to comply with the technical requirements stated and/or referenced in Section 5.3 of the BMP at Element 4: Water supply, A4.2 Water supply for subdivision applications. Install a 10,000L water supply on the lot with the exiting dwelling.
2	On sale of a lot, the new property owner must be made aware of the existence of this approved BMP and provided with access to a copy and be informed of their ongoing responsibilities it contains. A copy of the BMP should be attached to all contracts of sale.
IMPLEMENTATION OF BUSHFIRE PROTECTION MEASURES Measures Established by a Local Government's Section 33 Notice Under the Bush Fires Act 1954	
3	Install the required firebreaks, providing emergency access within the lot to the stated specifications established by the Shire of Gingin Firebreak Order and Bush Fire Information.



6.1.3 Landowner Responsibilities Prior to Occupancy of New Lots

TABLE 6.3 LANDOWNER RESPONSIBILITIES PRIOR TO OCCUPANCY OF NEW LOTS	
No.	IMPLEMENTATION OF BUSHFIRE PROTECTION MEASURES Measures Established Under SPP 3.7 / Guidelines
1	Install, or ensure the developer has installed or does install (in accordance with the sale agreement), the required 10,000 litre water supply tank to comply with the technical requirements stated and/or referenced in Section 5.3 of the BMP at Element 4: Water supply, A4.2 Water supply for subdivision applications.
2	For those lots where: • Development approval for future construction on the lot may not be required (e.g. the BAL rating of the development site will not be BAL-40 or BAL-FZ); and • The internal private driveway (not including a battle-axe leg) is longer than 70 metres; or • The lot does not have a reticulated water supply, Ensure the internal private driveway is constructed to comply with the technical requirements stated in the Guidelines in Appendix B3 Table 10 and: • Passing bays every 200 metres with a minimum length of 20 metres providing a combined carriageway width of the passing bay and constructed private driveway to be a minimum of 6 metres; and • A turnaround area within 30 metres of the habitable building in accordance with the Guidelines, Appendix B3, Figure 30 and Figure 38.
3	Construct the battle-axe legs to comply with the technical requirements stated and/or referenced in the BMP at Element 3: Vehicular access, A3.6 Battle-axe legs.



6.2 Protection Measure Maintenance Checklists

6.2.1 Landowner Responsibilities

TABLE 6.4 LANDOWNER RESPONSIBILITIES – MAINTENANCE OF BUSHFIRE PROTECTION MEASURES	
No.	MAINTENANCE OF BUSHFIRE PROTECTION MEASURES Measures Established Under SPP 3.7 / Guidelines
1	Install or maintain the 'Required' Asset Protection Zone (APZ) around habitable buildings (and other structures as required) to satisfy: - The minimum required dimensions (i.e. separation distances from classified vegetation) that correspond to the determined BAL rating for the building(s) / structure(s); and - The required APZ technical requirements. Refer to Appendix B3 (of this bmp) for APZ technical requirements and dimension guidance.
2	Maintain the battle-axe leg access to the lot to ensure surface conditions and horizontal and vertical clearances continue to comply with the technical requirements stated and/or referenced in Section 5.3 of the BMP at Element 3: Vehicular access, A3.6 Battle-axe legs.
3	Maintain private driveways within a lot to ensure surface conditions and horizontal and vertical clearances continue to comply with technical requirements established in the Guidelines Appendix B3: Vehicular access.
4	Maintain the fighting water supply tank(s), including fittings and the required hardstand/access, in good working condition. Ensure the tanks are maintained at full capacity.
5	When the property changes ownership or occupancy, to assist with the ongoing maintenance of the implemented bushfire protection measures, ensure that the relevant person(s) is aware of the BMP, and the responsibilities it contains. Provide access to a copy of the BMP (Note: this BMP may be superseded by a subsequent BMP produced specially for development on a lot).
MAINTENANCE OF BUSHFIRE PROTECTION MEASURES Measures Established by a Local Government's Section 33 Notice Under the Bush Fires Act 1954	
6	Maintain the required firebreaks, providing emergency access within the lot to the stated specifications established by the Shire of Gingin Firebreak Order and Bush Fire Information. Check the notice annually for any revisions.



MAINTENANCE OF BUSHFIRE PROTECTION MEASURES Measures Established Under the Building Act 2011/ Building Regulations 2012/ Building Code of Australia	
7	Ensure that builders engaged to construct dwellings/additions and/or other relevant structures on the lot, are aware of the existence of this approved Bushfire Management Plan (BMP). The plan identifies that the development site is within a designated bushfire prone area. A BAL assessment report may be required to determine the applicable BAL rating. A BAL certificate will need to be issued to accompany building permit applications. Compliance with the Building Code of Australia (Volumes 1 and 2 of the National Construction Code), will require certain bushfire resistant construction requirements be applied to certain buildings in designated bushfire prone areas (i.e. Class 1, 2 and 3 and Class 9 vulnerable use buildings and associated Class 10a buildings and decks). The deemed to satisfy solutions that will meet the relevant bushfire performance requirements are found in AS 3959 – Construction of Building in Bushfire Prone Areas (as amended) and the NASH Standard - Steel Framed Construction in Bushfire Areas (as amended).
8	Maintain and repair buildings to ensure continuing compliance with the bushfire resistant construction requirements, corresponding to the BAL rating applied to the building, in accordance with AS 3959 – Construction of Building in Bushfire Prone Areas (as amended) and the NASH Standard - Steel Framed Construction in Bushfire Areas (as amended). In particular, ensure the minimisation of gaps and effectiveness of screening is maintained to prevent ember entry to internal spaces and combustible materials.



APPENDIX A: DETAILED BAL ASSESSMENT DATA AND SUPPORTING INFORMATION

A1: BAL Assessment Inputs Common to the Method 1 and Method 2 Procedures

A1.1: FIRE DANGER INDICES (FDI/FDI/GFDI)

When using Method 1 the relevant FDI value required to be applied for each state and region is established by AS 3959:2018, Table 2.1. Each FDI value applied in Tables 2.4 – 2.7 represents both the Forest Fire Danger Index (FFDI) and a deemed equivalent for the Grassland Fire Danger Index (GFDI), as per Table B2 in Appendix B. When using Method 2, the relevant FFDI and GFDI are applied. The values may be able to be refined within a jurisdiction, where sufficient climatological data is available and in consultation with the relevant authority.						
Relevant Jurisdiction:	WA	Region:	Whole State	Method 1	Applied FDI:	80
				Method 2	Applied FFDI:	N/A
					Applied GFDI:	N/A

A1.2: VEGETATION ASSESSMENT AND CLASSIFICATION

Vegetation Types and Classification In accordance with AS 3959:2018 Clauses 2.2.3 and C2.2.3.1, all vegetation types within 100 metres of the 'site' (defined as "the part of the allotment of land on which a building stands or is to be erected"), are identified and classified. Any vegetation more than 100 metres from the site that has influenced the classification of vegetation within 100 metres of the site, is identified and noted. The maximum excess distance is established by AS 3959: 2018 Clause 2.2.3.2 and is an additional 100 metres. Classification is also guided by the Visual Guide for Bushfire Risk Assessment in WA (WA Department of Planning February 2016) and any relevant FPA Australia practice notes. Modified Vegetation The vegetation types have been assessed as they will be in their natural mature states, rather than what might be observed on the day. Vegetation destroyed or damaged by a bushfire or other natural disaster has been assessed on its expected re-generated mature state. Modified areas of vegetation can be excluded from classification if they consist of low threat vegetation (refer to Appendix B) and that any required active management can be expected to continue in perpetuity, and this can be adequately justified. The Influence of Ground Slope Where significant variation in effective slope exists under a consistent vegetation type, these will be delineated as separate vegetation areas to account for the difference in potential bushfire behaviour, in accordance with AS 3959:2018 Clauses 2.2.5 and C2.2.5.	
THE INFLUENCE OF VEGETATION GREATER THAN 100 METRES FROM THE SUBJECT SITE	
Vegetation area(s) within 100m of the site whose classification has been influenced by the existence of bushfire prone vegetation from 100m – 200m from the site:	None
Assessment Statement:	No vegetation types exist close enough, or to a sufficient extent, within the relevant area to influence classification of vegetation within 100 metres of the subject site.



VEGETATION AREA 1							
Classification	A. FOREST						
Types Identified	Open forest A-03						
Exclusion Clause	N/A						
Effective Slope	Measured	flat 0 degrees		Applied Range (Method 1)		Upslope or flat 0 degrees	
Foliage Cover (all layers)	30-70%		Shrub/Heath Height		>2m	Tree Height	Up to 30m
Dominant & Sub-Dominant Layers	Trees averaging >6m including Eucalypts and Melaleuca trees.						
Understorey	shrubs and unmanaged grasses.						
Justification Comments:	Wetland areas and scrub >6m in height. Some photos include a 5m height staff.						
Post Development Assumptions:	N/A						
 31°17'48", 115°37'10", -8.0m, 128° 01/10/2025 11:50:24  31°17'57", 115°37'8", -8.0m, 291° 01/10/2025 11:55:49							
PHOTO ID: 1				PHOTO ID: 2			
 31°17'57", 115°37'8", -10.0m, 66° 01/10/2025 11:56:02  31°17'58", 115°37'14", -8.0m, 341° 01/10/2025 12:01:49							
PHOTO ID: 3				PHOTO ID: 4			



31°17'58", 115°37'20", -10.0m, 132° 01/10/2025 12:04:18	31°17'58", 115°37'30", -1.0m, 130° 01/10/2025 12:10:53
PHOTO ID: 5	PHOTO ID: 6
31°17'57", 115°37'37", -8.0m, 168° 01/10/2025 12:12:07	31°17'57", 115°37'43", -5.0m, 202° 01/10/2025 12:57:08
PHOTO ID: 7	PHOTO ID: 8
31°17'50", 115°38'2", -4.0m, 281° 01/10/2025 10:32:16	31°17'48", 115°38'2", -7.0m, 258° 01/10/2025 10:34:08
PHOTO ID: 9	PHOTO ID: 10



PHOTO ID: 11	PHOTO ID: 12
PHOTO ID: 13	PHOTO ID: 14



VEGETATION AREA 2							
Classification	B. WOODLAND						
Types Identified	Woodland B-05		Tussock grassland G-22				
Exclusion Clause	N/A						
Effective Slope	Measured	d/slope 2 degrees		Applied Range (Method 1)		Downslope >0-5 degrees	
Foliage Cover (all layers)	10-30%		Shrub/Heath Height		N/A	Tree Height	Up to 30m
Dominant & Sub-Dominant Layers	Eucalypt trees						
Understorey	Unmanaged grasses.						
Justification Comments:	The slope is variable across the site and could be considered flat, upslope or downslope depending on the location of future buildings. All areas have been classified as downslope to depict the worst case scenario which could be faced by a future building. Slopes vary from 0.4-4° with most measurements at 2°.						
Post Development Assumptions:	N/A						
							
PHOTO ID: 15			PHOTO ID: 16				
							
							
PHOTO ID: 17			PHOTO ID: 18				
							



	
PHOTO ID: 19	PHOTO ID: 20
	
PHOTO ID: 21	PHOTO ID: 22



VEGETATION AREA 3						
Classification	D. SCRUB					
Types Identified	Closed scrub D-13		Open scrub D-14		Tussock grassland G-22	
Exclusion Clause	N/A					
Effective Slope	Measured	d/slope 2 degrees		Applied Range (Method 1)		Downslope >0-5 degrees
Foliage Cover (all layers)	10-30%		Shrub/Heath Height		>2m	Tree Height Up to 30m
Dominant & Sub-Dominant Layers	Shrubs averaging >2m in height. Densities vary. Foliage >6m in height has <10% foliage cover.					
Understorey	Unmanaged grassland.					
Justification Comments:	The slope is variable across the site and could be considered flat, upslope or downslope depending on the location of future buildings. All areas have been classified as downslope to depict the worst case scenario which could be faced by a future building. Slopes vary from 0.4-4° with most measurements at 2°.					
Post Development Assumptions:	Likely to experience some management from future landowners.					
 						
PHOTO ID: 23			PHOTO ID: 24			
 						
PHOTO ID: 25			PHOTO ID: 26			



PHOTO ID: 27	PHOTO ID: 28
PHOTO ID: 29	PHOTO ID: 30
PHOTO ID: 31	PHOTO ID: 32



PHOTO ID: 33	PHOTO ID: 34
PHOTO ID: 35	PHOTO ID: 36
PHOTO ID: 37	PHOTO ID: 38







VEGETATION AREA 4						
Classification	G. GRASSLAND					
Types Identified	Tussock grassland G-22					
Exclusion Clause	N/A					
Effective Slope	Measured	d/slope 2 degrees		Applied Range (Method 1)		Downslope >0-5 degrees
Foliage Cover (all layers)	<10%	Shrub/Heath Height		N/A	Tree Height	N/A
Dominant & Sub-Dominant Layers	Unmanaged grassland. Contains sparse shrubs and trees with <10% foliage cover.					
Justification Comments:	The slope is variable across the site and could be considered flat, upslope or downslope depending on the location of future buildings. All areas have been classified as downslope to depict the worst case scenario which could be faced by a future building. Slopes vary from 0.4-4° with most measurements at 2°. Some other classified vegetation is visible in the backgrounds of some images.					
Post Development Assumptions:	Likely to experience some management from future landowners.					
						
PHOTO ID: 49				PHOTO ID: 50		
						
PHOTO ID: 49				PHOTO ID: 50		
						
PHOTO ID: 51				PHOTO ID: 52		
PHOTO ID: 51				PHOTO ID: 52		



-31°17'51", 115°37'55", -5.0m, 127° 01/10/2025 10:23:19	-31°17'50", 115°38'4", -5.0m, 150° 01/10/2025 10:33:00
PHOTO ID: 53	PHOTO ID: 54
-31°17'39", 115°37'54", 0.0m, 220° 01/10/2025 10:38:26	-31°17'33", 115°37'41", -5.0m, 105° 01/10/2025 10:38:26
PHOTO ID: 55	PHOTO ID: 56
-31°17'33", 115°37'28", -1.0m, 456° 01/10/2025 10:38:24	-31°17'58", 115°37'19", -14.0m, 324° 01/10/2025 12:04:30
PHOTO ID: 57	PHOTO ID: 58



31°17'58", 115°37'29", -11.0m, 281" 01/10/2025 12:09:17	31°18'33", 115°36'20", 40" 01/10/2025 12:06:20
PHOTO ID: 59	PHOTO ID: 60
31°17'53", 115°37'41", -7.0m, 322" 01/10/2025 12:13:49	31°17'53", 115°37'41", -9.0m, 253" 01/10/2025 12:14:05
PHOTO ID: 61	PHOTO ID: 62
31°17'44", 115°37'41", -7.0m, 235" 01/10/2025 12:22:44	31°17'44", 115°37'41", -8.0m, 297" 01/10/2025 12:22:51
PHOTO ID: 63	PHOTO ID: 64



PHOTO ID: 65	PHOTO ID: 66
PHOTO ID: 67	



VEGETATION AREA 5	
Classification	N/A
Exclusion Clause	2.2.3.2 (f) Low threat vegetation - minimal fuel condition.
Justification Comments:	Low threat areas such as managed areas on neighbouring properties, public road, bare earth firebreaks and a retention pond.
Post Development Assumptions:	Post development, additional areas will be maintained to low threat including new firebreaks, driveways, battleaxe legs and APZs. Current APZs are not maintained and are to be maintained prior to sale. The retention pond is not expected to remain in perpetuity and therefore has been classified in the post development map as grassland.
	
PHOTO ID: 68 PHOTO ID: 69	
	
PHOTO ID: 70 PHOTO ID: 71	



A1.3: EFFECTIVE SLOPE

EXPLAINING THE ASSESSMENT METHODOLOGY APPLIED BY BUSHFIRE PRONE PLANNING

DEFINITION: Effective slope is “the slope under that classified vegetation which most influences the bushfire attack” (AS 3959:2018, Clause 1.5.11).

“The effective slope under the classified vegetation is not the same as the average slope for the land surrounding the site of the proposed building. The effective slope is that slope which most significantly influences bushfire behaviour” (AS 3959:2018, Clause CB4).

The slope is described as upslope, flat or downslope when viewed from an exposed element (e.g., building) and looking towards the vegetation. It is measured in degrees.

[Note: Additional relevant guidance provided by AS 3959:2018 and NSW RFS, Planning for Bushfire Protection (2019) is incorporated into the applied assessment methodology and is presented at the end of this explanation.]

COMPOUND SLOPES UNDER VEGETATION AND DETERMINING SLOPE SIGNIFICANCE

Non-Linear Slopes: When the slope of ground under the vegetation out to the distance to be assessed (100 m or further if necessary), is not a straight line or nearly straight line slope, then it is made up of several different slopes i.e., it is a compound slope. The different slope angles and lengths must be factored into the determination of the effective slope value to be applied. Different slopes will potentially influence the bushfire rate of spread and intensity, both increasing and decreasing it.

Significant Slope: The AS 3959:2018 bushfire attack level determination methodology, with default inputs, models a fully developed bushfire. Therefore, a ‘significant’ slope is one that will significantly influence bushfire behaviour. To be ‘significant’ the length of the slope must be ‘sufficient’ to support a fully developed fire on that slope. The angle of a significant slope could be the determined effective slope for the area of classified vegetation if it is the one that ‘most influences the bushfire attack’.

Sufficient Slope Length: Is a slope that will, as a minimum, allow the entire flame depth (flaming zone) of a fully developed fire (100m flame width) to exist on that slope.

The expected flame depth of a fully developed bushfire is a function of the length of time the flaming phase will exist on a section of the fuel bed (the ‘residence time’) and the bushfire’s ‘rate of spread’. For a given rate of spread, longer residence times result in greater flame depths. Greater flame depths are correlated with greater flame temperatures and greater flows of radiant heat.

The primary factors that will increase the residence time are:

- Heavier fine fuel loads of grass, leaf litter, twigs, bark etc less than 6mm in width and existing within the surface and near surface layers (and elevated fuel layers when contiguous with the base layers); and
- A greater percentage of larger fine fuels within the fuel load.

The primary factors that increase the rate of spread (apart from fire weather factors), include finer fuels, drier fuels, horizontal continuity of fuel and steeper upward ground slope in the direction of fire travel.

Example values:

- Residence Time: Grassfire 5 – 15 seconds, Forest fire 25 -50 seconds.
- Rate of Spread: Grassfires of a few km/hr are considered fast moving, 5-10 km/hr is common and fastest in the order of 25km/hr. Forest fire typically recorded in metres/hour with 1-1.5 km/hr being considered fast moving and fastest in the order of 3–4 km/hr.
- Flame Depth: More typically, a few metres for grasses to tens of metres for forest fires.

An Isolated Slope: For scenarios where there is a single significant slope (based on the above criteria) additional consideration would need to be given to the time and distance consumed by a bushfire still in its ‘developing’ phase. This will require due consideration be given to how it is potentially ignited i.e., from a single or multiple points, as this will influence the time and distance required to fully develop. For such scenarios, a normally significant slope may not be sufficiently long. It may be necessary to determine the potential bushfire impact more accurately by



justifying the application of a lesser effective slope, or a lower threat vegetation classification, or calculating a reduced head fire width (using short fire run modelling).

Determined Effective Slope: Only a 'significant' slope can potentially be the effective slope by itself. In which case, for a defined area of classified vegetation area, the worst significant slope under that vegetation is to apply.

The table below presents Bushfire Prone Planning's considerations applied to assessing short and/or compound slopes in determining the effective slope.

Slope Length (m)	Considered a Significant Slope	Considerations in Determining the Effective Slope
< 5	No	Where these short slopes exist as part of a compound slope under an area of classified vegetation, they can be ignored as they will not influence the fire behaviour in that vegetation.
5-20	Will Vary	These slopes will have a range of influence on fire behaviour from very little to a degree of influence that must be accounted for to some extent by the effective slope value that is applied (i.e., with a greater length - apply to a greater extent). But the actual slope of these shorter slopes is less likely to be applied as it is not a 'significant' length.
20-30	Possibly - Likely	The same considerations applied to the 5-20m slope lengths should be applied here. However, more justification would need to be presented to support an assessment of not 'significant'. For these slope lengths, consideration must be given more broadly to the potential level of risks associated with a bushfire event in this location. The risk level will be a function of the bushfire hazard threat levels (direct attack mechanisms) within the immediate and broader assessment area as influenced by local topography, vegetation extents and types and the exposure and vulnerability of persons and/or buildings/structures to these threats. Higher consequent risk levels require greater precaution meaning these length slopes should be considered 'significant', and vice versa. Consider the potential for a bushfire on adjoining or nearby land be a source of ignition and/or pre-heating to vegetation on the subject slope. Consider if vegetation on the slope is likely be ignited by a single ignition point or is multipoint ignition possible from bushfire on adjoining slopes or the surrounding area. Single point ignition will require a fire to travel further before being fully developed (DFES considers less than 100m fire runs may be considered a short fire run for forest, woodland and scrub vegetation classifications, RFS NSW applies 150m). Isolated slopes of this length are less likely to be considered significant as compared to when part of a compound slope.
>30	Yes	Likely to always be a significant slope unless isolated (i.e., exists alone) – in which case, justifying the application of a lesser effective slope, or a lower threat vegetation classification, or calculating a reduced head fire width, are approaches that may justifiably be applied.

BPP Approach - Slope Variation Within Areas of Vegetation

When multiple 'significant' slope lengths with large differences in degrees of effective slope (or different applicable slope ranges when AS 3959:2018 Method 1 is applied), exists under a single vegetation classification, these will be delineated as separate vegetation areas of classified vegetation to account for the difference in potential bushfire behaviour and impact, in accordance with AS 3959:2018 clauses 2.2.5 and C2.2.5.

Effective Slope Variation Due to Multiple Development Sites

When the effective slope, under a single area of bushfire prone vegetation, will vary significantly relative to multiple proposed development sites (exposed elements), then the effective slopes corresponding to each of the different



locations, are separately identified. The relevant (worst case) effective slope is determined in the direction corresponding to the potential directions of fire spread towards the subject building(s).

AS 3959:2018 EFFECTIVE SLOPE DETERMINATION - GUIDANCE

The Standard presents a broad set of guidance statements that indicate the intent of deriving an effective slope value for use in calculations, rather than detailing the 'in the field' determination process. These include:

- Highlighting the importance of the value by stating "The slope of the land under the classified vegetation has a direct influence on the rate of fire spread, the severity of the fire and the ultimate level of radiant heat flux" (Clause C2.2.5). [Note: A common rule of thumb is that for every 10 degrees of upslope, a fire will double its rate of spread if moving in the direction of the prevailing wind].
- "It may be necessary to consider the slope under the classified vegetation for distances greater than 100 m in order to determine the effective slope for that vegetation classification) ... (i.e. the vegetation within 100 m) (Clause C2.2.5).
- "Where there is more than one slope within the classified vegetation, each slope shall be individually assessed, and the worst case Bushfire Attack Level shall apply" (Clause 2.2.5).

NSW RFS 2019, PLANNING FOR BUSHFIRE PROTECTION - APPENDIX A1.5 - ADDITIONAL DETERMINATION GUIDANCE

- "In identifying the effective slope - it may be found that there are a variety of slopes covering different distances within the vegetation. The effective slope is considered to be the slope under the vegetation which will most significantly influence the bushfire behaviour for each aspect. This is usually the steepest slope. In situations where this is not the case, the proposed approach must be justified".
- "Vegetation located closest to an asset may not necessarily be located on the effective slope".

SITE ASSESSMENT DETAILS - EXPLANATION & JUSTIFICATION

The effective slopes determined from the site assessment are recorded in Table 3.2 of this Bushfire Management Plan.

Explanation and justification of their determination is presented below.

None required.



A1.4: SEPARATION DISTANCE

Measuring

The separation distance is the distance in the horizontal plane between the receiver (building/structure or area of land being considered) and the edge of the classified vegetation (AS 3959:2018, clause 2.2.4)

The relevant parts of a building/structure from which the measurement is taken is the nearest part of an external wall or where a wall does not exist, the supporting posts or columns. Certain parts of buildings are excluded including eaves and roof overhangs.

The edge of the vegetation, for forests and woodlands, will be determined by the unmanaged understorey rather than either the canopy (drip line) or the trunk (AS 3959:2018, clause C2.2.5).

Measured Separation Distance as a Calculation Input

If a separation distance can be measured because the location of the building/structure relative to the edge of the relevant classified vegetation is known, this figure can be entered into the BAL calculation. The result is a determined BAL rating.

Assumed Separation Distance as a Calculation Input

When the building/structure location within the lot is not known, an assumed building location may be applied that would establish the closest positioning of the building/structure relative to the relevant area of vegetation.

The assumed location would be based on a factor that puts a restriction on a building location such as:

- An established setback from the boundary of a lot, such as a residential design code setback or a restrictive covenant; or
- Within an established building envelope.

The resultant BAL rating would be indicative and require later confirmation (via a Compliance Report) of the building/structure actual location relative to the vegetation to establish the determined BAL rating.

Separation Distance as a Calculation Output

With the necessary site specific assessment inputs and using the AS 3959:2018 bushfire modelling equations, the range of separation distances that will correspond to each BAL rating (each of which represents a range of radiant heat flux), can be calculated. This has application for bushfire planning scenarios such as:

- When the separation distance cannot be measured because the exact location of the exposed element (i.e., the building, structure or area), relative to classified vegetation, is yet to be determined.

In this scenario, the required information is the identification of building locations onsite that will correspond to each BAL rating. That is, indicative BAL ratings can be derived for a variety of potential building/structure locations; or

- The separation distance is known for a given building, structure or area (and a determined BAL rating can be derived), but additional information is required regarding the exposure levels (to the transfer of radiant heat from a bushfire), of buildings or persons, that will exist at different points within the subject site.

The calculated range of separation distances corresponding to each BAL rating can be presented in a table and/or illustrated as a BAL Contour Map – whichever is determined to best fit the purpose of the assessment.

For additional information refer to the information boxes in Section 3 'Bushfire Attack Levels (BAL) - Understanding the Results and Section 3.2. 'Interpretation of the BAL Contour Map'.

SITE ASSESSMENT DETAILS - EXPLANATION & JUSTIFICATION

For the subject development/use the applicable separation distances values are derived from calculations applying the assessed site data. They are an output value, not an input value and therefore are not presented or justified in this appendix.

The derived values are presented in Section 3, Table 3.1 and illustrated as a BAL contour map in Figure 3.2.



APPENDIX B: GUIDANCE – BUSHFIRE ATTACK LEVELS AND ASSET PROTECTION ZONES

B1: Understanding Bushfire Attack Level (BAL) Ratings

BUSHFIRE ATTACK LEVEL
IMPORTANT <i>It is not the purpose of this 'planning' BMP to derive a 'determined' BAL rating (and associated minimum APZ dimensions), that will apply to an existing or future habitable or specified building, for the purpose of establishing its bushfire resistant construction requirements in accordance with the Building Code of Australia (contained in the NCC).</i> <i>However, in limited situations a 'determined' BAL can be an incidental outcome of the planning assessment.</i>
BUSHFIRE ATTACK LEVEL (BAL) The potential transfer (flux/flow) of radiant heat from a bushfire to a receiving object is measured in kW/m². The AS 3959:2018 Bushfire Attack Level (BAL) determination methodology establishes the ranges of radiant heat flux that correspond to each bushfire attack level. These ranges of radiant heat transfer are titled BAL-LOW, BAL-12.5, BAL-19, BAL-29, BAL-40 and BAL-FZ. For certain classes of building/structure the bushfire performance requirements and the associated deemed to satisfy solutions are established by the Building Code of Australia (Vol. 1 & 2 of the NCC). For most jurisdictions the relevant building classes are 1, 2, 3, 9 and associated 10a. The assessed BAL rating that applies to a specific building/structure determines the bushfire resistant construction requirements for those works in accordance with AS 3959:2018 - <i>Construction of buildings in bushfire prone areas</i>, or for Class 1 buildings, the NASH Standard – <i>Steel framed construction in bushfire areas (NS 300 2021)</i>, as the recognised deemed to satisfy solutions.
DETERMINED BAL RATINGS A BAL can only be classed as 'determined' and therefore apply to an existing or future building/structure when: 1. The building/structure final design and position on the lot are known and the stated separation distance from classified bushfire prone vegetation exists and can justifiably be expected to remain in perpetuity; or 2. The building/structure will always remain subject to the same BAL regardless of: (a) The retention of all existing classified vegetation either onsite or offsite; and (b) Its design or position on the lot - including, as relevant and necessary, accounting for any regulatory or enforceable building setbacks from lot boundaries (i.e. R-codes, restrictive covenants and defined building envelopes). Consequently, a BAL Certificate <u>may</u> be able to be issued for a BAL stated in the BMP when it can be considered 'determined'. However, this is not the typical outcome but an incidental one. If the BMP can derive determined BAL(s), the BAL Certificate(s) required for submission with building applications could potentially be provided, using the BMP as the supporting assessment data.
INDICATIVE AND CONDITIONAL BAL RATINGS An 'Indicative BAL' indicates the highest BAL rating that exists for the applied set of parameters that have been applied to the site's assessment. Because the potential remains for these parameters to be varied, they are unable to be considered a 'determined' BAL. A 'Conditional BAL' establishes the BAL rating that will be considered as a 'Determined BAL' once the stated requirements (i.e. the conditions), which may require approval by the relevant authority, are implemented and subsequently confirmed as being met. Relevant conditions that may need to be met include:



- The location of future development sites being identified accurately and/or modified; and/or
- Classified vegetation being modified or removed (after obtaining any required approvals from the relevant authority), to establish the required vegetation separation distances.

A BAL Certificate cannot be issued for an indicative or conditional BAL rating – only for a 'Determined BAL'.

BAL RATINGS FOR BUILDING VERSUS PLANNING PURPOSES – ASSESSMENT & REPORTING REQUIREMENTS ARE DIFFERENT

Building Permit Applications

The relevant requirements are established in accordance with the WA Building Act 2011 and Building Regulations 2012 which reference the application of the Building Code of Australia (within the National Construction Code).

The required BAL rating is a 'determined' BAL rating (stated on a BAL Certificate) and supported by the requisite assessment details. Typically, this will be a Bushfire Attack Level (BAL) Report produced specifically for this purpose.

The required supporting assessment information may be derived from a Bushfire Management Plan (BMP) when a 'determined' BAL can be derived for a planning proposal. This is possible when the specific conditions discussed under 'Determined BAL Ratings' above, can be met, as an incidental outcome.

Planning Proposal Applications

The relevant requirements are established in accordance with the Planning and Development Act 2005, LPS Regulations 2015, SPP 3.7 Bushfire and the associated Guidelines.

To comply with the relevant acceptable solutions contained in the Guidelines, the subject planning proposal must demonstrate that the required minimum sized asset protection zone (APZ) - subject to location constraints and allowances established by the Guidelines - can be installed surrounding a habitable or specified building.

The minimum dimensions are those that ensure the potential radiant heat impact on the relevant buildings does not exceed 29 kW/m² from fire in any surrounding types of classified vegetation. This is the upper limit of the range of radiant heat flux corresponding to the BAL-29 rating.

Consequently, the BAL ratings identified in a Bushfire Management Plan (BMP) only need to be 'indicative' - although 'determined' ratings may be derived as an incidental outcome when relevant conditions are met (discussed under 'Determined BAL Ratings' above).

The indicative BAL-29 dimensioned APZ is not necessarily the APZ that will be required to be implemented and maintained surrounding any subject building/structure that exists as per an approved planning proposal. Refer to Appendix B3 in this BMP for additional information.



B2: BAL Contour Map Interpretation

THE BAL CONTOUR MAP

The Bushfire Attack Level (BAL) contour map is a diagrammatic representation of the outcome of the bushfire attack level assessment that has been conducted.

The map presents six shaded radiant heat contours extending out from each area of classified vegetation. Each coloured contour represents a different BAL rating (BAL-LOW, BAL-12.5, BAL-19, BAL-29, BAL-40 and BAL-FZ) and corresponds to a set range of potential radiant heat transfer (kW/m²), in accordance with AS 3959:2018 BAL determination methodology.

The highest BAL rating contour that an exposed element (building, person or other defined element), is partly or fully located within, is the BAL rating that will apply to that element.

The width of each BAL contour:

- Will vary dependent on the BAL rating it represents; and
- The assessed potential bushfire behaviour that considers site specific vegetation types, fuel loads, ground slopes and fire weather; and
- Represents the minimum and maximum vegetation separation distances corresponding to the BAL rating it represents.

For 'post development' BAL contour maps, the areas of classified vegetation applied to the production of the BAL contours, are those that will remain at the intended end state of the subject development once earthworks, clearing and/or landscaping and/or re-vegetation have been completed.

IMPORTANT

A BAL contour map is typically constructed for planning assessment and application purposes rather than building permit application purposes.

The BAL ratings identified from a BAL contour map will likely only be 'indicative' of what can be achieved – with planning compliance for this factor being satisfied when BAL-29 is indicated.

However, future building works require a 'determined' BAL rating for building permit applications and a BAL Certificate. The required 'determined' BAL rating is not necessarily able to be derived from the BAL contour map. There are only limited scenarios where this is possible. Refer to Appendix B1 and B3 for additional information.

Consequently, a subsequent assessment of the site data and associated report for building application purposes may be required to determine the BAL rating that is to apply for building purposes. Note: If approval from the relevant authority needs to be obtained for native vegetation modification and/or removal this also establishes that a subsequent assessment and report will be required.



B3: The Asset Protection Zone (APZ)

THE APZ – DESCRIPTION, TECHNICAL REQUIREMENTS AND DIMENSIONS
DESCRIPTION AND PURPOSE An asset protection zone (APZ) is an area surrounding a habitable or specified building that is: • Not vegetated; and/or • Supports retained or planted vegetation that can be considered to present a low bushfire threat as a result of; - o Low flammability and/or higher moisture content characteristics; and/or - o Minimal fuel loads (either naturally or as a result of continual maintenance). The primary objectives of establishing an APZ are: 1. To ensure a reduction in the exposure of the building/structure to the bushfire <u>direct attack mechanisms</u> (threats) of flame contact, radiant heat transfer and ember attack, by establishing appropriate separation distances from each identified area of classified vegetation. These distances are measured from the nearest part of an external wall and/or the supporting posts of building parts without external walls; and 2. To ensure a reduction in the exposure of the building/structure to bushfire <u>indirect attack mechanisms</u> (threats) by: • Preventing surface fire spreading to the building/structure; • Minimising the potential for tree strike that can decrease building/structure resilience to bushfire direct attack mechanisms; and • Limiting the potential for consequential fires to impact the building/structure by eliminating, reducing, moving away and/or shielding consequential fire fuels. These fuels include accumulated debris, stored combustible/flammable items and constructed combustible items. Note that consequential fire, typically ignited by embers, is the primary cause of building loss in a bushfire event; and 3. To provide a defensible space for firefighting activities. TECHNICAL REQUIREMENTS Established by the Guidelines The relevant technical requirements for an APZ are established in the Planning for Bushfire Guidelines (DPLH/WAPC) (as amended), Appendix B2: Siting and design and available online at Planning WA - SPP 3.7 Bushfire Established by the Relevant Local Government Certain LGA may state technical requirements to be complied with that vary from and/or are additional to those established by the Guidelines. Refer to the notice issued annually by the relevant local government under s33 of the Bushfires Act 1954 (e.g. Bushfire Risk Reduction Notice or Firebreak and Hazard Reduction Notice etc). These technical requirements may also be established by their gazetted local planning scheme. Refer to the ratepayer notice and/or the local government's website for the current version. Information Published by the Bushfire Centre of Excellence (DFES) The book titled Firewise Gardening in Western Australia (2024), is a good source of relevant information and is available online at https://dfes.wa.gov.au/hazard-information/bushfire/bcoe#bushfire-resources.



DIMENSIONS

The dimensions of the APZ that will be the responsibility of a landowner to implement and/or maintain around a habitable or specified building/structure, are stated as the separation distances between these buildings and each identified area of classified vegetation. These distances will be site specific and dependant on variables which include:

- The potential bushfire behaviour in the identified vegetation which is dependent on factors including vegetation types, fuel loads, ground slopes and fire weather;
- The intended use of the site, with vulnerable uses requiring greater safety margins; and
- The constructed bushfire resistance of the subject building/structure (typically corresponding to a BAL rating or kW/m² level of radiant heat exposure).

Dimensions Established by the BAL Rating of the Subject Building/Structure

These minimum separation distances, to be installed and maintained, correspond to a 'determined' BAL rating and align the building's applied level of bushfire resistant construction to its potential level of exposure to flames, radiant heat and embers from the bushfire (note: this will not account for any exposure from significant consequential fires closer to the building).

The dimensions should be stated within a Bushfire Attack Level Report (BAL Report) produced for building application purposes. They may also be identified in an associated Bushfire Management Plan (BMP) produced for planning application purposes.

Dimensions Established by the Guidelines, DPLH/WAPC for an On-site Shelter for a Vulnerable Tourism Land Use

For the stated specific use, the Guidelines specify the maximum level of radiant heat exposure allowed. Consequently, the BMP produced for planning application purposes will state the minimum distances that are to be installed and maintained.

Note: Other than for the above use, the Guidelines do not establish the dimensions of the APZ for other buildings/structures that must be installed. They only establish that at least a BAL-29 dimensioned APZ should be the minimum that is installed and ensures that this is possible for the subject planning proposal. Consequently, the BMP can only indicate the separation distances corresponding to different levels of radiant heat exposure. Refer also to Appendix B1 in this BMP.

Dimensions Established by this BMP

The required dimensions may be identified in this BMP when specific increased separation distances have been applied through the application of an outcomes-based assessment that requires this as an additional protection measure.

Dimensions Established by the BCA (NCC 2022) for Certain Class 9 Vulnerable Use Buildings

These separation distances are stated in the BCA in Specification 43 as either:

- Not less than the minimum distances specified in Table S43C2; or
- Those corresponding to radiant heat flux on exposed building elements not exceeding 10kW/m² from a justified design bushfire analysis; or
- Those justified as an outcome of a building performance solution.

The separation distances may be included in the BMP by the bushfire practitioner as additional information to inform proponents and decision makers. They are not addressed by the Guidelines and therefore not a required part of the bushfire assessments presented within a BMP for planning application purposes.

Dimensions Established by a Local Government

To satisfy certain local government requirements, required APZ dimensions may be stated in the notice issued annually by the relevant local government under s.33 of the Bushfires Act 1954. These may be greater than the dimensions applied by the above mechanisms. A maximum APZ dimension could also be applied by the LGA.



These separation distances may be included in the BMP for informative purposes, but they are not a requirement for a BMP submitted for planning application purposes in accordance with the Guidelines.

B4: Vegetation Excluded from Classification – Ensure Continued Low Threat Status

MAINTAINING THE LOW THREAT STATUS OF EXCLUDED VEGETATION

When applying AS 3959:2018 BAL determination methodology, vegetation adjoining or adjacent to the subject site can be excluded from classification based on being a 'low bushfire threat'. To maintain this status, certain requirements must continue to be met in accordance with the below extract from AS3959:2018. Refer to the 'Classified Vegetation and Topography Map' for the relevant low threat areas associated with the subject site.

Determination of 'low threat' vegetation is based on factors such as - proximity to the subject site / small areas of vegetation / low flammability / higher moisture content / low fuel load.

Aside from a naturally occurring low fuel load, vegetation maintained in a minimal fuel condition through active management can be excluded. The associated key requisite is that the active management can be expected to continue in perpetuity, and this can be adequately justified.

Acceptable forms of justification typically involve supportable evidence or the existence of an enforceable mechanism. Examples of enforceable mechanisms include:

- Requirements established by a Section 33 (Bush Fires Act 1954) notice issued by a local government;
- An appropriate and enforceable agreement between relevant parties (which may involve additions to land titles); and
- For public open space or crown land, written evidence that the land manager e.g. local government or a State Government department, agrees to maintain the designated area of land in a low threat state in perpetuity.



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AS 3959:2018

2.2.3.2 Exclusions—Low threat vegetation and non-vegetated areas

The following vegetation shall be excluded from a BAL assessment:

- (a) Vegetation of any type that is more than 100 m from the site.
- (b) Single areas of vegetation less than 1 ha in area and not within 100 m of other areas of vegetation being classified vegetation.
- (c) Multiple areas of vegetation less than 0.25 ha in area and not within 20 m of the site, or each other or of other areas of vegetation being classified vegetation.
- (d) Strips of vegetation less than 20 m in width (measured perpendicular to the elevation exposed to the strip of vegetation) regardless of length and not within 20 m of the site or each other, or other areas of vegetation being classified vegetation.
- (e) Non-vegetated areas, that is, areas permanently cleared of vegetation, including waterways, exposed beaches, roads, footpaths, buildings and rocky outcrops.
- (f) Vegetation regarded as low threat due to factors such as flammability, moisture content or fuel load. This includes grassland managed in a minimal fuel condition, mangroves and other saline wetlands, maintained lawns, golf courses (such as playing areas and fairways), maintained public reserves and parklands, sporting fields, vineyards, orchards, banana plantations, market gardens (and other non-curing crops), cultivated gardens, commercial nurseries, nature strips and windbreaks.

NOTES:

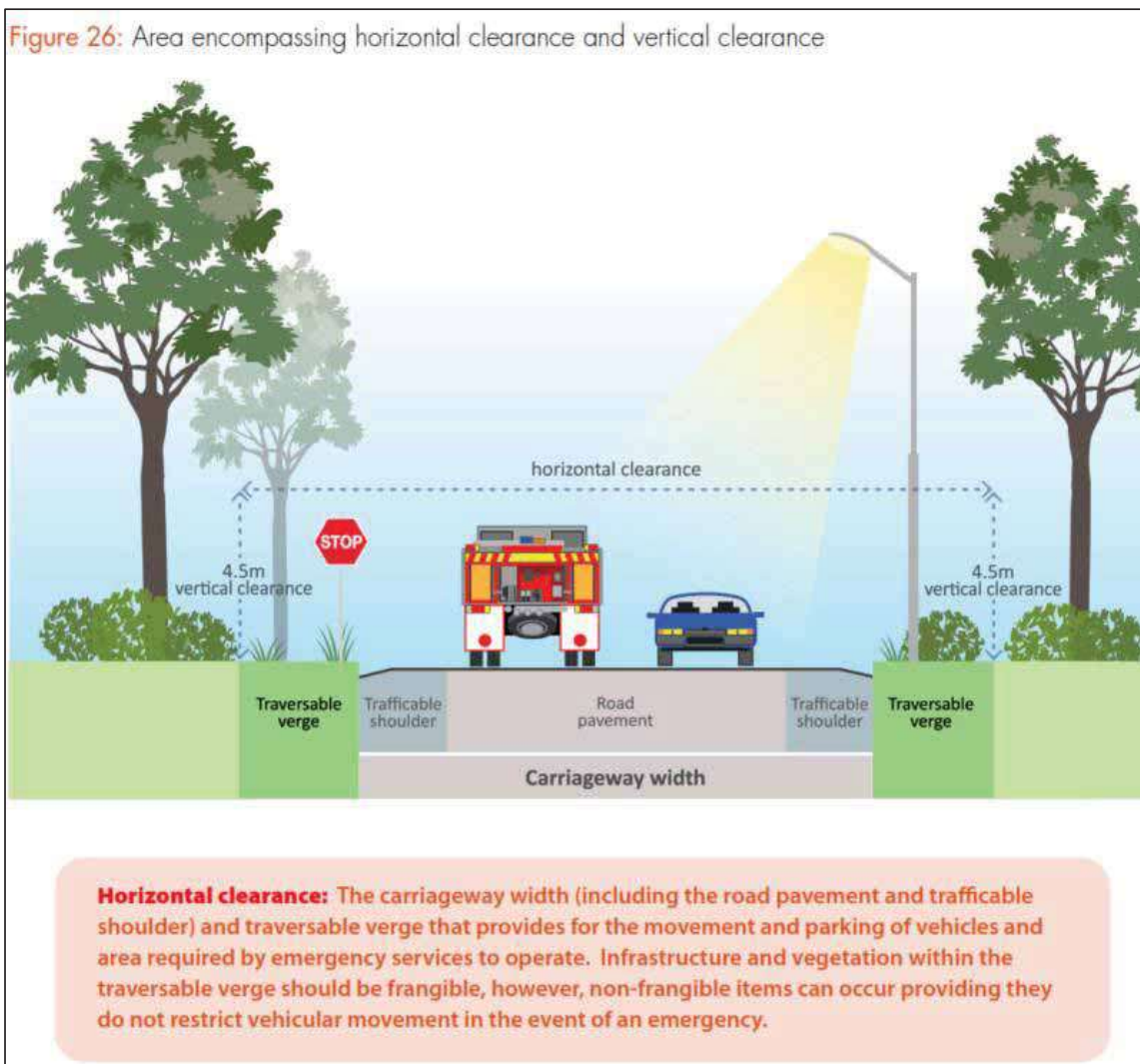
- 1 Minimal fuel condition means there is insufficient fuel available to significantly increase the severity of the bushfire attack (recognizable as short-cropped grass for example, to a nominal height of 100 mm).
- 2 A windbreak is considered a single row of trees used as a screen or to reduce the effect of wind on the leeward side of the trees.



APPENDIX C: GUIDANCE - TECHNICAL REQUIREMENTS FOR VEHICULAR ACCESS

The relevant technical requirements are established in the Planning for Bushfire Guidelines (DPLH/WAPC) (as amended), Appendix B3: Vehicular access and available online at [Planning WA - SPP 3.7 Bushfire](#).
The following excerpts are presented here as a quick reference to applicable terminology and design requirements applied in the assessment against the bushfire protection criteria, Element 3: Vehicular access in this BMP.

C1: Road Component Terminology





C2: Vehicular Access Technical Requirements

Table 10: Vehicular access technical requirements

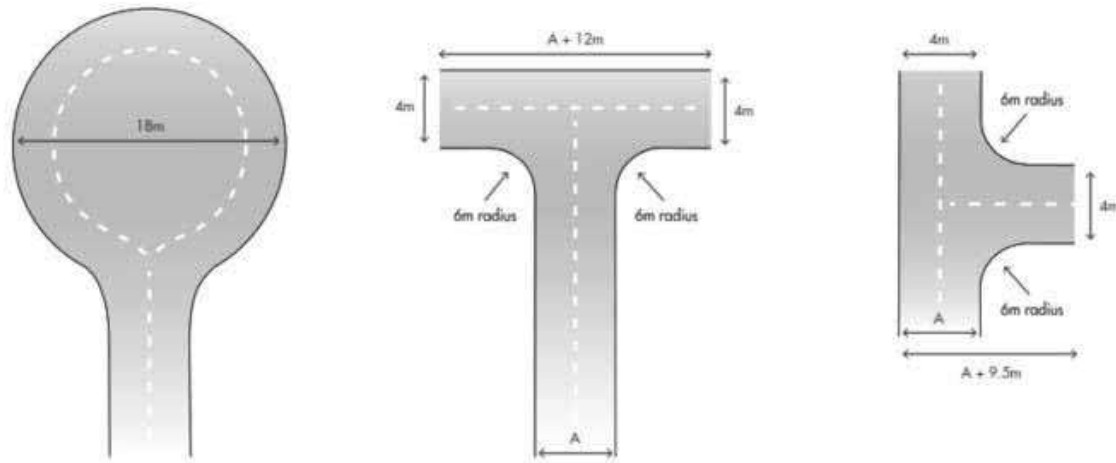
TECHNICAL REQUIREMENTS	1		2		3		4		5	
	PERIMETER ROADS		PUBLIC ROADS		EMERGENCY ACCESS WAY ³		FIRE SERVICE ACCESS ROUTE ³		BATTLE-AXE & PRIVATE DRIVEWAYS ¹	
MAP OF BUSH FIRE PRONE AREAS DESIGNATION	Area 2	Area 1	Area 2	Area 1	Area 2	Area 1	Area 2	Area 1	Area 2	Area 1
Minimum horizontal clearance (metres)	12	8	See note 5		10	6	10	6	6	6
Minimum vertical clearance (metres)	4.5									
Minimum weight capacity (tonnes)	15									
Maximum grade unsealed road ²	See note 5		See note 5		1:10 (10% or 6°)					
1:7 (14.3% or 8°)										
1:10 (10% or 6°)										
8.5										

Notes:

- Driveways and battle-axe legs to comply with the Residential Design Codes and Development Control Policy 2.2 Residential Subdivision where not required to comply with the widths in this Appendix or the Guidelines.
- Dips must have no more than a 1 in 8 (12.5% - 7.1 degrees) entry and exit angle.
- To have crossfalls between 3 per cent and 6 per cent.
- For sealed roads only the maximum grade of no more than 1 in 5 (20 per cent) (11.3 degrees) for no more than 50 metres is permissible, except for short constrictions to 3.5 metres for no more than 30 metres in length where an obstruction cannot be reasonably avoided or removed.
- As outlined in the Institute of **Public Works Engineering Australasia (IPWEA) subdivision guidelines, Liveable Neighbourhoods, Austroads Standards** Main Roads standard, supplement, policy or guideline and/or any applicable or relevant local government standard or policy.



Figure 30: Design requirements for a turn-around area





APPENDIX D: GUIDANCE - TECHNICAL REQUIREMENTS FOR FIREFIGHTING WATER SUPPLY

The relevant technical requirements are established in the Planning for Bushfire Guidelines (DPLH/WAPC) (as amended), Appendix B4: Water supply and available online at [Planning WA - SPP 3.7 Bushfire](#)

The information provided in this appendix is additional to that provided in the Guidelines. It includes:

- For reticulated water supply, the hydrant location specifications established by the WA Water Corporation (Design Standard DS 63), as dependant on land use type and relevant to bushfire planning assessments (highlighted). Note: the maximum distance from a hydrant to the rear of a lot/building is generally interpreted as not applicable to large lot sizes where the maximum distance becomes an impractical limitation i.e., typically rural residential areas; and
- Images of example installations of acceptable water supply tanks and outlet fittings.



D2: Firefighting Water Supply - Tank and Fittings



Water tank connections for bushfire-prone areas (domestic and commercial)

Information Sheet, January 2025

This fact sheet provides information on how to best set up water supplies to assist firefighters on properties in bushfire-prone areas. It includes information on the siting, capacity, access and appropriate fittings needed for firefighters to access and use water supplies during an emergency.

Please note: if you are establishing water supplies to comply with planning requirements, you should read this fact sheet in conjunction with the [Planning for Bushfire Guidelines](#), as well as relevant planning schemes or policies from your local government.



What fittings should I fit the water tank with?

All tanks for firefighting should be fitted with a 50 millimetres or 100 millimetres male camlock fitting. This fitting is readily available from most hardware and rural supply shops. DFES recommends a male camlock fitting, as it means there are no perishable washers or working parts to maintain.

The fitting should be controlled by a butterfly, ball or gate valve, as these can easily control flow.



Why do I need a water tank for bushfires on my property?

You may have a water tank dedicated to bushfires to make your property as resilient as possible, or it may be a formal requirement under relevant planning or building regulations.

A water tank dedicated to firefighting supports firefighters attempting to protect your property and other assets from bushfires. You should consider a dedicated water tank alongside other bushfire prevention and preparedness activities, such as managing bushfire fuels and having a bushfire plan.



Where should I site a water tank?

You should site water tanks on clear, level ground compacted to take the maximum weight of the tank when full.

The tank should also be in a low-fuel area with at least 3 metres cleared around it to prevent direct contact with flames.

The water tank must be accessible to firefighting appliances and include a suitable area for these to turn around. You can find more information on recommended minimum standards for access in the [firebreak construction guidelines](#).

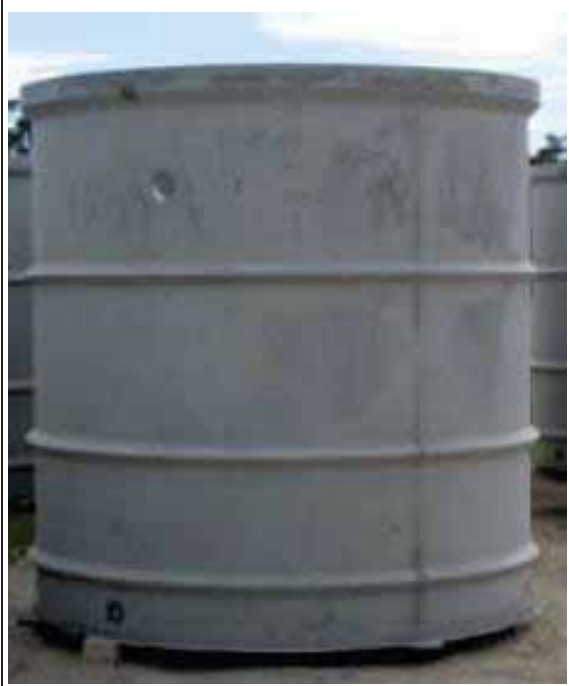
What capacity should the tank be?

The recommended minimum capacity for a firefighting water supply is 10,000 litres.

You may be using the tank for other purposes besides bushfire fighting, such as water for livestock or other rural purposes. However, it is recommended that a minimum of 10,000 litres is always available for firefighting.





	
Example Strategic 47,000 Litre Concrete Tank & Protected Fittings	
	
Example 10,000 Litre Concrete Tank	Example Storz and Camlock Couplings

15.5 PROPOSED DEVELOPMENT APPLICATION - USE NOT LISTED (PYLON SIGNS) ON LANCELIN ROAD, LANCELIN AND LEDGE POINT ROAD, LEDGE POINT

File	BLD/5863
Applicant	Lynley Slater
Location	Lancelin Road, Lancelin and Ledge Point Road, Ledge Point
Owner	Shire of Gingin
Zoning	Public Use – Road Reserve
WAPC No	N/A
Author	Ross Harper – Planning Officer
Reporting Officer	James Bayliss - Executive Manager Regulatory and Development Services
Refer	Nil
Appendices	1. Applicant's Proposal. [15.5.1 - 3 pages] 2. Location Plan [15.5.2 - 2 pages] 3. Aerial Imagery [15.5.3 - 2 pages]

DISCLOSURES OF INTEREST

PURPOSE

To consider an Application for Development Approval to install two (2) Pylon Signs on the road reserves of Lancelin Road, Lancelin and Ledge Point Road, Ledge Point, respectively.

BACKGROUND

The owner of The Lancelin Ice-cream Shop seeks approval to display two advertising signs (pylon signs) to promote their business and provide directions to passing vehicles as outlined below. The signs are proposed at the following locations:

Sign One

Proposed to be located on the western portion of the Lancelin Road reserve between Old Ledge Point Road and the Lancelin Sporting Complex. The sign reads as follows:

Icecreams, Bubble Tea, Thick Shakes, Atkinson Way, Lancelin.

Sign Two

Proposed to be located on the western portion of Ledge Point Road, approximately ten metres west of the Ledge Point Off Road Vehicle Area entrance. The front of the sign reads as follows:

Icecreams, Bubble Tea, Thick Shakes, Atkinson Way, Lancelin.

The Shire of Gingin has jurisdiction over both road reserves. Both signs are 600mm in height and 900mm in width, with a ground clearance of 600mm.

A copy of the location plan and aerial imagery are provided (**see appendices**).

A copy of the applicant's proposal is provided (**see appendices**).

COMMENT

Stakeholder Consultation

There is no requirement to advertise the application as the proposed signs will be located on the Shire's road reserve, and not adjacent to any private landholders.

PLANNING FRAMEWORK

Local Planning Scheme No. 9 (LPS 9)

The subject land is reserved for the purpose of 'Roads' under LPS 9 and is managed by the Shire of Gingin. Local roads are vested in local governments under the *Land Administration Act 1997*.

The use and development of local reserves is controlled under Part 2 of the Scheme which states:

2.5 Use and Development of Local Reserves

2.5.1. A person must not -

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

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

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

Planning and Development (Local Planning Scheme) Regulation 2015 (Model Provisions)

Clause 14 of the Model Provisions sets out objectives for local reserves, with the relevant objective outlined below:

Local Distributor Road – To set aside land required for a local distributor road being a road classified as a Local Distributor under the Western Australian Road Hierarchy.

Officer Comment

It is not uncommon for advertising signs to be placed in road reserves, notwithstanding the intent and objective of the reserve is not for advertising purposes.

Clause 67 of the Deemed Provisions enables local government to have regard for any relevant planning consideration that the Shire considers appropriate.

In this instance the officer is of the view that the proposed pylon sign located within the Ledge Point Road reserve is not conducive to orderly and properly planning by advertising a business located within the Lancelin townsite at the entrance to the Ledge Point townsite.

Council has previously considered a similar proposal at the Ordinary Council Meeting (OCM) on 21 August 2018 whereby a proposal to advertise a business in Seabird along Guilderton Road was refused, due to orderly and proper planning considerations and the poor precedent that it would set. The same applies in this instance.

The officer's view is not based on economic competition between opposing small businesses within the adjoining coastal towns but rather seeks to prevent a proliferation of advertising signage that would inevitably result should small businesses be authorised to display advertising signage in distant locations without any connection to the business being advertised. This position applies to both Sign 1 and Sign 2.

Local Planning Policy 1.12 – Advertising Signs (LPP 1.12)

The purpose of LPP 1.12 is to provide guidance as to the identification of advertising sign types and the requirements for exemptions and requirements for development approval.

LPP 1.12 defines a Pylon sign as follows:

A sign which is freestanding and affixed to supports with elevated signage erected to the top of the supports sometimes with allowance for infill to be added below. The vertical supporting dimension is greater than the horizontal dimension of the sign.

The objectives of LPP 1.12 are:

- 3.1. To ensure advertising signs are minor in scale to the buildings and place they are erected on.*

- 3.2. *To ensure that advertising signs do not adversely impact the amenity of the surrounding area and protect the cultural heritage significance of a building or place.*
- 3.3. *To ensure that advertising signs only display services offered for sale and/or produced on the land or related to the approved land use taking place.*
- 3.4. *To ensure that advertising signs are maintained to an acceptable standard and do not fall into disrepair.*
- 3.5. *To ensure advertising signs do not pose any risk to the safety of pedestrians and motorists due to design and location.*
- 3.6. *To ensure that the installation of signs on properties or places with multiple sign requirements does not create an excessive amount of signage.*

Officer Comment

The proposed signs do not align with objective 3.3 above. Sign 1 is located 3.2 kilometres and Sign 2 is located ~11 kilometres from the subject land.

The relevant development standards are outlined below:

4.1.6. The advertising sign shall achieve the following design and location criteria:

- *Be of a minor nature and subservient to the scale of a building and/or place in which they are installed.*
- *Limited to one sign type per lot frontage.*
- *Not cause visual clutter of the streetscape, building or place.*
- *Not display offensive wording or images.*
- *Only display services offered for sale and/or produced on the land.*
- *Not obscure architectural attributes of a building.*
- *Not cause a nuisance, by way of light spillage, to adjoining or nearby properties.*
- *Not flash, pulsate or chase when illuminated.*
- *Not contain colours that interfere with, or are likely to be confused with, traffic control signals whether illuminated or not.*

- *Not obstruct visual sightlines or movement for motorists and pedestrians.*
- *Not obstruct views of significance.*
- *Not be placed on any natural feature, including a rock or tree, on a thoroughfare, or on any bridge or the structural approaches to a bridge.*

Officer comment

The proposed pylon signs are not located directly on the site of the Lancelin Ice-cream Shop. It should be noted that if this proposal was to become common practice, the streetscape would become cluttered with a proliferation of signage.

Signage located on local road reserves should be kept to a minimum, as its presence can cause inconveniences for verge and road shoulder maintenance pending the precise locations.

Options

Notwithstanding the officer recommendation, the officer has provided a set of conditions below should Council be comfortable in supporting Sign 1. The officer would discourage Sign 2 forming part of any approval.

1. The land use and development shall be undertaken in accordance with the approved plans and specifications unless otherwise condition by this approval.
2. This approval is for one pylon sign only, located on the road reserve between Old Ledge Point Road and the Lancelin Sporting Complex.
3. This approval is for a limited term and shall expire when the business being advertised ceases to operate. The approved sign is to be removed thereafter.
4. The advertising sign shall be set back at least four metres from the road edge and shall not interfere with roadside maintenance works to the satisfaction of the Shire of Gingin.
5. The sign shall be maintained in a good condition of presentation. The Shire reserves the right to direct the Applicant, in writing, to undertake necessary works to maintain the sign to a standard satisfactory to the Shire of Gingin.
6. The approved signage shall not contain any flashing, moving or pulsating lighting nor contain lighting that is distracting to road users.

7. Prior to installation of the advertising sign, the applicant is required to provide the Shire with a copy of public indemnity insurance pertaining to the sign. Public indemnity is required to remain current and be at the applicant's expense.

Advice Notes

- Note 1: If you are aggrieved by the conditions of this approval, you have the right to request that the State Administrative Tribunal (SAT) review the decision under Part 14 of the *Planning and Development Act 2005*.
- Note 2: If the development subject to this approval is not substantially commenced within a period of 2 years, the approval shall lapse and have no further effect.
- Note 3: Where an approval has so lapsed, no development may be carried out without further approval of the local government having first been sought and obtained.
- Note 4: This approval is not a building permit or an approval under any law other than the *Planning and Development Act 2005*. It is the responsibility of the applicant/landowner to obtain any other necessary approvals, consents and/or licences required under any other law, and to commence and carry out development in accordance with all relevant laws.

Summary

In view of the above assessment, the officer does not support the proposal due to inconsistencies with LPP 1.12, the poor precedent of enabling businesses to advertise in distant locations at the entrance to other towns. This proposal is not viewed as aligning with orderly and proper practices.

RISK IMPLICATIONS

Approving this application may set an undesirable precedent for future requests for advertising signs to be installed in distant locations without any connection to the business being advertised, which would result in adverse amenity impacts due to the inevitable proliferation of entrance roads into the townsites.

STATUTORY/LOCAL LAW IMPLICATIONS

Planning and Development (Local Planning Scheme) Regulations 2015

Local Planning Scheme No 9

POLICY IMPLICATIONS

Local Planning Policy 1.12 – Advertising Signs

BUDGET IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2024-2034

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

VOTING REQUIREMENTS - SIMPLE MAJORITY

OFFICER RECOMMENDATION

That Council refuse Development Approval for two Pylon Signs (Use Not Listed), on Lancelin Road, Lancelin and Ledge Point Road, Ledge Point respectively, in accordance with Clause 68 of Schedule 2 (Deemed Provisions) of the *Planning and Development (Local Planning Scheme) Regulations 2015* for the following reasons:

1. Having regard to clause 67(2) (g), (j) and (zb) of the Deemed Provisions, the proposed development is considered unacceptable because:
 - a. The proposal does not satisfy Local Planning Policy 1.12 – Advertising Signs; and
 - b. Support for the proposal will set an undesirable precedent.

Advice Notes:

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

The Lancelin Icecream Shop
8 Rock Way
LANCELIN WA 6044

Ross Harper
Planning Department
GINGIN SHIRE

Dear Ross

APPLICATION TO ERECT ADVERTISING SIGNS/BANNERS

I wish to apply to erect 6 advertising banners in the Lancelin & Ledge Point area.

As requested I have attached an application form and documents showing site maps and photos of the areas, dimensions, materials and installation method. Please see Word documents attached.

The sites I have requested on Lancelin Road & Ledge Point Road are only suggestions and I am, of course, happy to install those signs at another site along those roads if the Shire deems that necessary. Please advise if that is the case and also whatever regulations I need to comply with regarding distance from the road verge etc.

Please let me know if there are any other requirements and what payment is required.

Yours sincerely



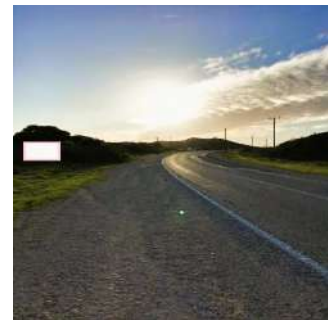
Lynley Slater
0411 410 671

SIGN 1

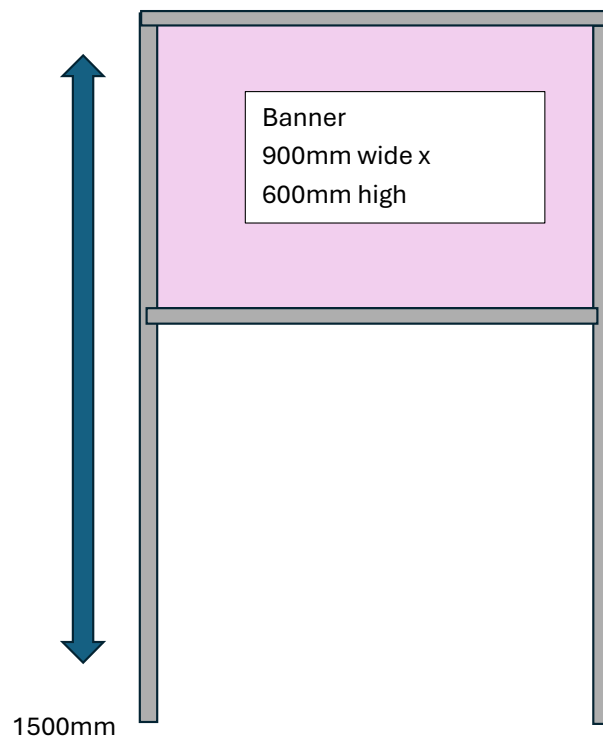
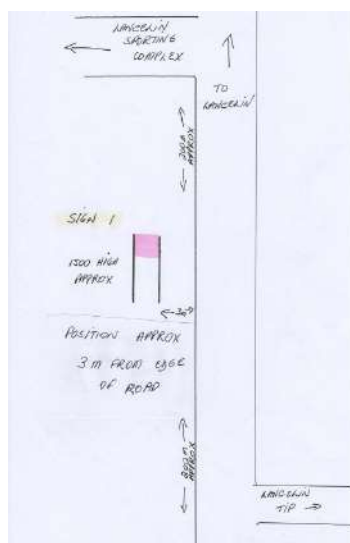
POSITION	LANCELIN ROAD (between Old ledge Point Road & Lancelin Sporting Complex Approx 3m from road verge on South side of road (see photo below)
DIMENSIONS	Total height will be 1.5m above ground level (approx.)
MATERIALS	Steel frame – 60mm x 60mm galvanized steel pipe (see below) Banner mesh fabric 600mm high x 900mm wide (see below)
INSTALLATION	Sign will be freestanding – steel frame inserted in to ground



FACING EAST

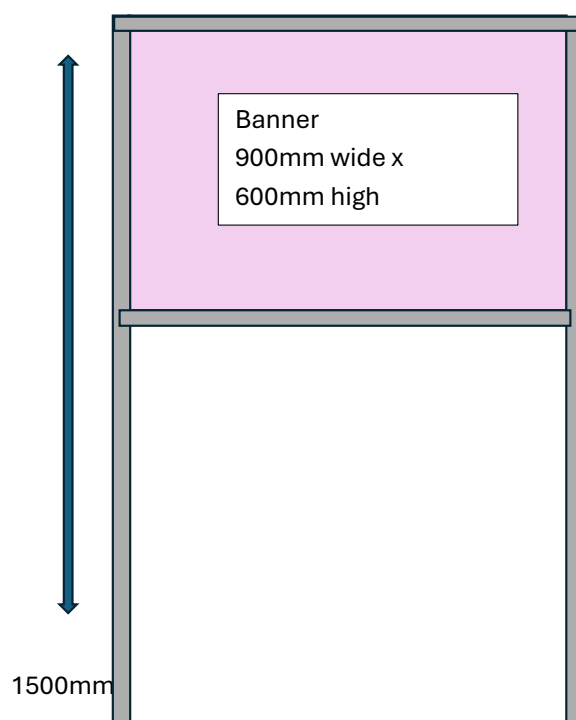
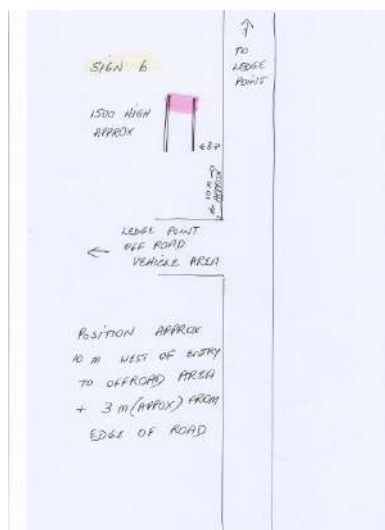


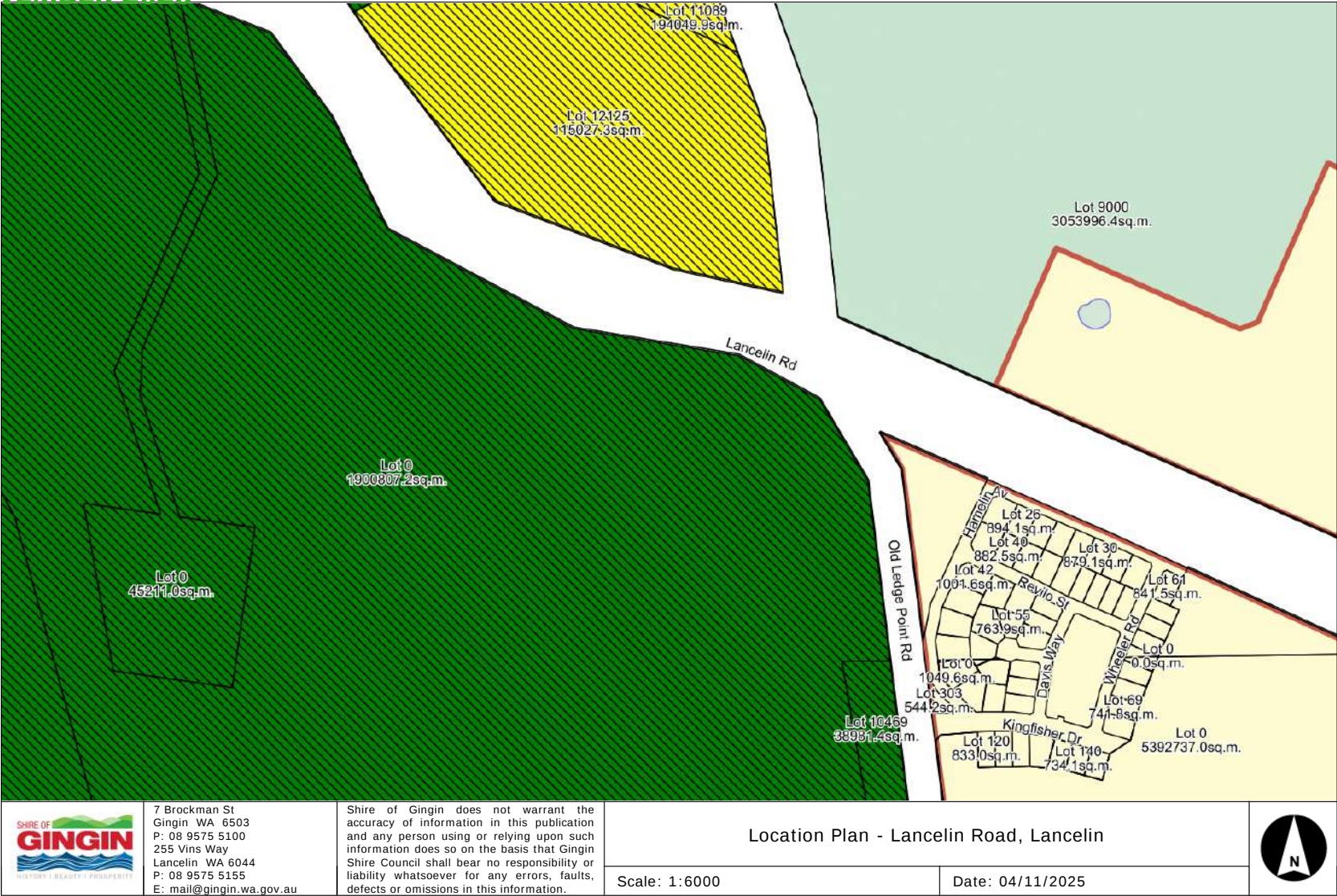
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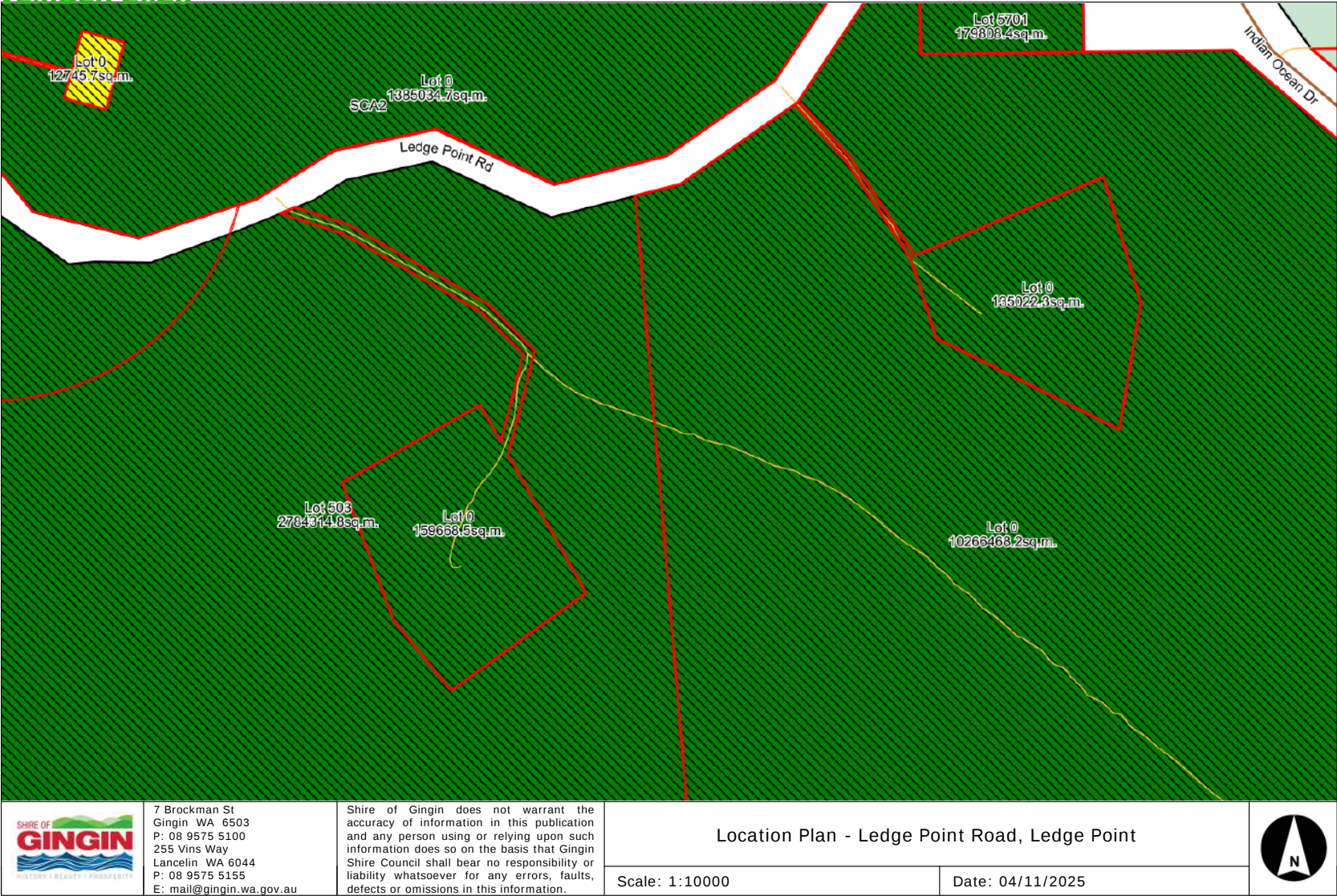


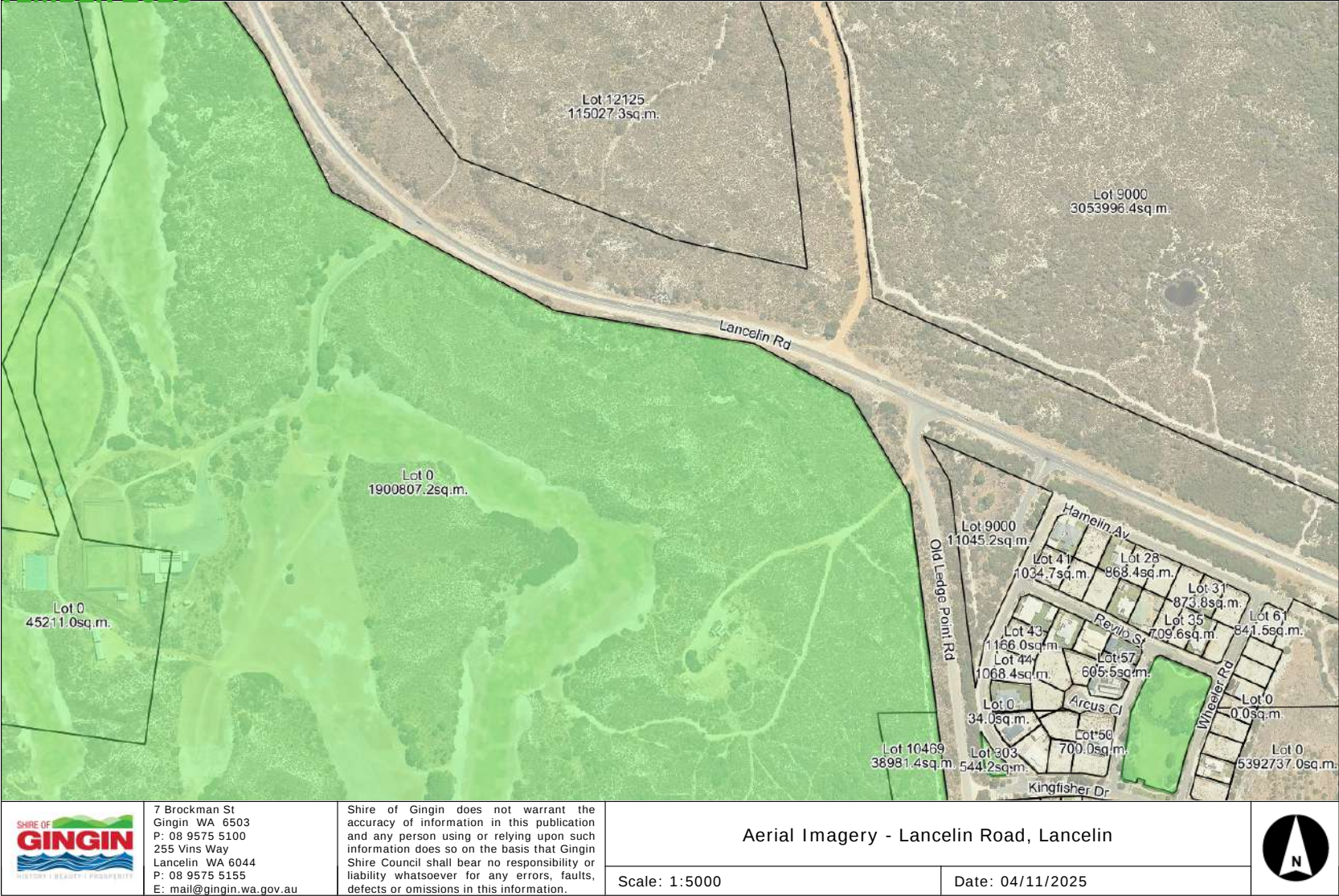
SIGN 2

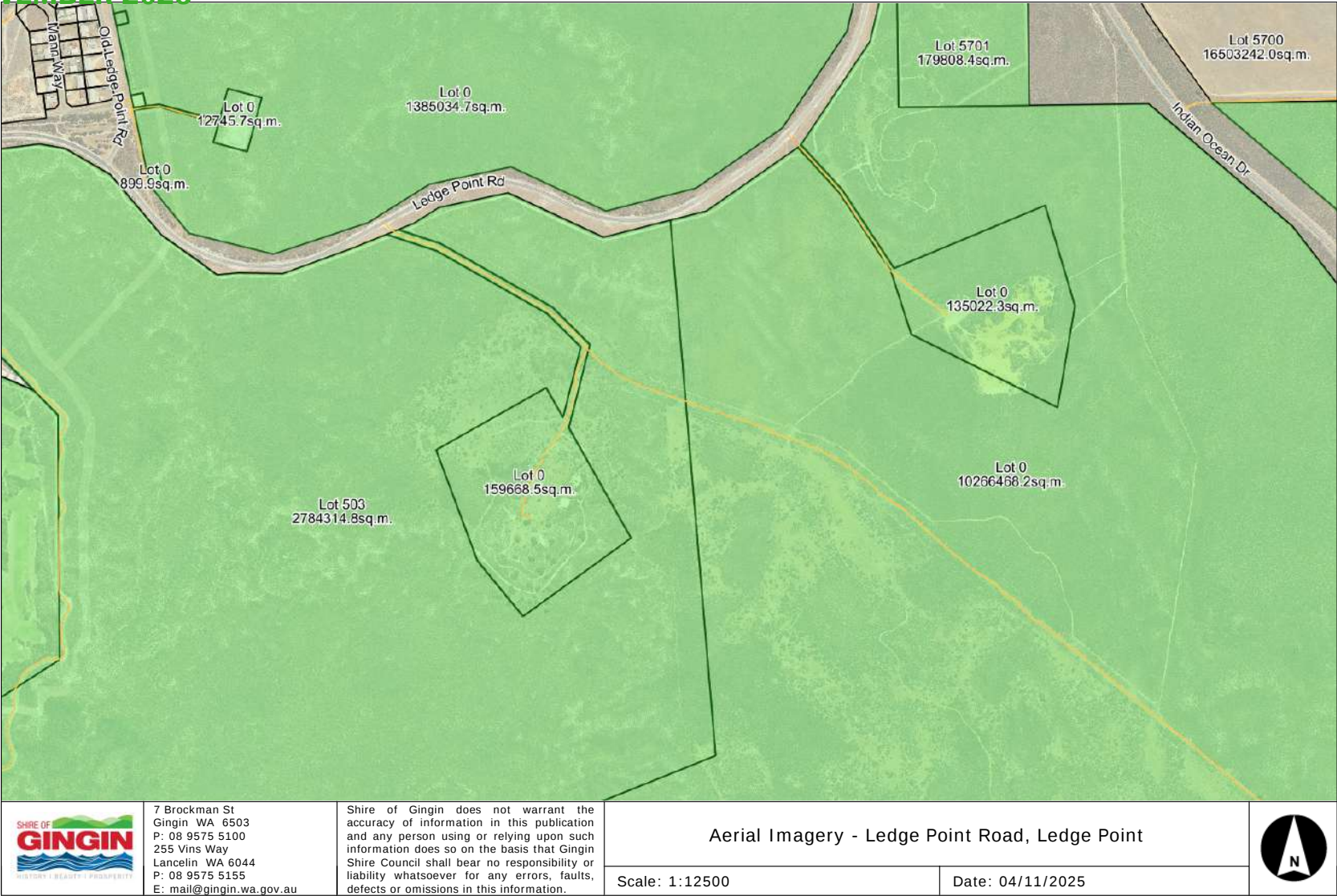
POSITION	LEDGE POINT ROAD (Approx 10m west of Ledge Point Off Road Vehicle Area Approx 3m from road verge on South side of road (see photo below)
DIMENSIONS	Total height will be 1.5m above ground level (approx.)
MATERIALS	Steel frame – 60mm x 60mm galvanized steel pipe (see below) Banner mesh fabric 600mm high x 900mm wide (see below) Banner will be attached to steel frame
INSTALLATION	Sign will be freestanding – steel frame inserted in to ground











16 REPORTS - OPERATIONS AND ASSETS

16.1 CHERITON ROAD SPEED ZONE REDUCTION

File	RDS/66
Author	Becky Dorloff – EA to Executive Manager Operations and Assets
Reporting Officer	Ruth March - Executive Manager Operations and Assets
Refer	Nil
Appendices	1. Lot 9501 Cheriton Road Subdivision - Transport impact assessment [16.1.1 - 32 pages]

DISCLOSURES OF INTEREST

PURPOSE

For Council to consider and endorse the implementation of an 80 km/h speed limit on Cheriton Road from Straight Line Kilometre (SLK) 1.00 to SLK 7.20, as recommended by Main Roads Western Australia (MRWA)

BACKGROUND

The Shire of Gingin continues to experience growth across rural, rural residential and industrial areas, with the population expected to increase from 5,108 in 2014 to 7,878 by 2031. The current WALGA local government directory shows the population as at 2023/24 as 5,567.

The Country Heights Estate, located approximately 4.5 km north of the Gingin townsite, comprises 314 rural living lots (approximately 1 ha each). While primarily residential, some lots may support small-scale agricultural activity. The estate is accessed via Cheriton Road, a two lane rural road with varying carriageway widths (6.0–7.2 m) and no posted speed limit in the vicinity. There are currently no public transport or pedestrian facilities in the immediate area.

A Transport Impact Assessment (KCTT, 2014) (**see appendix**) identified approximately 2,041 vehicle movements per day and an estimated 253 vehicles during peak hour upon full development. It also concluded that improvements to Cheriton Road's geometry and alignment would be required to safely accommodate this increased traffic demand. Crash data for 2020–2024 indicates no recorded crashes along this section of road.

Cheriton Road north of McHavloe Drive is presently derestricted ('End 50'). The current traffic volume is approximately 100 Vehicles Per Day, below the minimum threshold of 300 VPD required to warrant line marking.

Due to the estate's proximity to town, safe cyclist access to Gingin was considered essential. Although a dual-use path was initially proposed, topographical constraints prevented its installation within the existing road reserve. As an alternative, the Shire and the developer agreed to incorporate sealed shoulder cycle lanes within the road design.

COMMENT

Cheriton Road is currently derestricted which means that it has a speed limit of up to 110km/h.

The Dead of Agreement for Country Heights Estate requires the developer to undertake upgrades to Cheriton Road requiring the road to be reconstructed and widened to a 7m seal with two 1.0 metre wide sealed shoulders as the development progresses. These works have been undertaken for four sections of Cheriton Road and the last section is currently underway on site. The topography, land take and service restrictions adjacent to the road meant that the alignment couldn't be designed to the current safe speed standard for a derestricted road and a reduction in the speed limit is required to enable safe use of the road.

At the Shire's request, MRWA undertook a speed zoning review of Cheriton Road on 16 September 2025. Initial recommendations were to:

- Remove the default speed limit sign and implement a 90 km/h zone from SLK 1.00 to SLK 7.20;
- Install centreline and edge longitudinal line marking; and
- Undertake a speed curve survey if required, as no advisory curve signage currently exists (noting the temporary 40 km/h restriction in place).

Following completion of the curve survey on the newly reconstructed and widened carriageway, MRWA has revised its recommendation to establish an 80 km/h speed zone along this section.

These recommendations align with previous assessments and support safe operation in a rural environment accommodating a developing residential community and school bus route movements.

Although current traffic volumes do not warrant edge line marking, this will change with anticipated increases associated with development. Installing painted edge lines will also improve cyclist safety through clear separation between vehicles and sealed shoulder cycle lanes.

Updated line marking and advisory signage drawings will be finalised in accordance with MRWA directions and resubmitted for approval following Council determination.

RISK IMPLICATIONS

Failure to endorse the recommended 80 km/h speed limit may increase safety risks to residents, cyclists and school children, and may compromise orderly development outcomes. Adopting the MRWA recommendation supports recognised road safety standards and mitigates organisational liability.

STATUTORY/LOCAL LAW IMPLICATIONS

Road Traffic Code 2000

Local Government Act 1995

POLICY IMPLICATIONS

Nil

BUDGET IMPLICATIONS

Installation of signage and line marking will be undertaken by the developer in accordance with the Deed of Agreement and will not impose additional cost on the Shire.

Upon MRWA approval of the line marking and signage drawings, the Shire will be able to authorise the Cheriton Road upgrade works and release the Shire's financial contribution, carried forward from the previous financial year.

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2024-2034

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

VOTING REQUIREMENTS - SIMPLE MAJORITY

OFFICER RECOMMENDATION

That Council endorse a change to the speed limit on Cheriton Road between SLK1.0 and SLK 7.20 from 110km/h to 80km/h.

TRANSPORT IMPACT ASSESSMENT

Lot 81 Cheriton Road,
Gingin

December 2014, Rev D



TRANSPORT IMPACT ASSESSMENT |
 Lot 81 Cheriton Road, Gingin



HISTORY AND STATUS OF THE DOCUMENT

Revision	Date issued	Reviewed by	Approved by	Date approved	Revision type
Rev A	14.07.2014	C Kleyweg	C Kleyweg	14.07.2014	Issued for internal review
Rev B	21.07.2014	C Kleyweg	C Kleyweg	21.07.2014	Issued for coordination
Rev C	31.07.2014	C Kleyweg	C Kleyweg	31.07.2014	Issued for Shire of Gingin Approval
Rev D	10.12.2014	C Kleyweg	C Kleyweg	10.12.2014	Incorporated comments from the Shire of Gingin received at a meeting held on 03.12.2014

DISTRIBUTION OF COPIES

Revision	Date of issue	Quantity	Issued to
Rev A	14.07.2014	1 (PDF)	Nita Subramaniam (Claymont), Neil Teo (Dynamic Planning and Developments)
Rev B	21.07.2014	1 (PDF)	Nita Subramaniam (Claymont), Hide Shigeyoshi (Dynamic Planning and Developments), Peter Golder (Groundwork Consulting Engineers)
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Author	Colin Kleyweg / Katarina Pribakovic / Marina Kleyweg
Project Manager	Colin Kleyweg
Name of the Project	Lot 81 Cheriton Road, Gingin
Name of the Document	Lot 81 Cheriton Road, Gingin Transport Impact Assessment
Document Version	KC00217.000_R01_Rev D

TRANSPORT IMPACT ASSESSMENT |
Lot 81 Cheriton Road, Gingin



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TRANSPORT IMPACT ASSESSMENT |
Lot 81 Cheriton Road, Gingin



Appendix

Appendix 1 – The layout of the proposed development

Appendix 2 – Transport Planning and Traffic Plans

KC00217.000_S06 Lot 81 Cheriton Road, Gingin - Traffic Flow Diagram - Structure Plan Area

KC00217.000_S07 Lot 81 Cheriton Road, Gingin - Traffic Flow Diagram - AM / PM Peak - Structure Plan Area

Appendix 3 - Typical Road Cross Sections

TRANSPORT IMPACT ASSESSMENT |
Lot 81 Cheriton Road, Gingin



1. Introduction

1.1 Transport Impact Assessment Layout

KCTT have been requested to provide a Transport Impact Assessment for the development of Lot 81 Cheriton Road, Gingin. The purpose of this document is to provide detailed commentary and analysis on the potential traffic and transport impact that the proposed development of this subject site may have on both the surrounding road and transportation networks. The scope of this report is to provide a detailed assessment of the following: -

Phase 1 – Background Research

- Collate all background data within an 800 metre radius of the subject site inclusive of traffic counts, weekly class reports, crash data, legal speed limits, road classifications etc.
- Review the TPS and LPS documents applicable to the development of the site.
- Provide a written description only of any pedestrian, bicycle or public transport infrastructure that is located within a 400 metre radius of the subject site.

Phase 2 – Modelling and Transport Impact Assessment Report

- Confirm the likely daily, AM and PM peak trip generations from the subject site and show on a traffic flow diagram.
- Model the likely trip distribution into the network based on the 4-step process inclusive of: -
 - o determining trip generation / attraction;
 - o assigning trip generation based on mode-use;
 - o assigning trip generation based on reason for travel; and
 - o analysing the impact on the surrounding road network.
- Provide a list of required road and intersection treatments inclusive of roadway widths, road reserve widths in compliance with the requirements of Liveable Neighbourhoods.
- Complete the Transport Impact Assessment report and checklist in accordance with the WAPC Transport Impact Assessment Guidelines for Structure Plans.

This Transport Impact Assessment is presented in the following logical sequence: -

- Section 1 – Introduction

This section provides a brief description on the role of this report in the Structure Planning process, the general layout of the report and a list of the guideline and reference documents used in its composition.

- Section 2 – Transport Impact Assessment

This section provides research and analysis of the key items required for submission of a Transport Impact Assessment for Structure Plans in accordance with the Transport Assessment Guidelines nominated above. In this section, KCTT have examined the following subject areas: -

- Section 2.1 – Structure Plan Outline

In consultation with Dynamic Planning and Developments, we provide a brief description of the Structure Plan area and its proposed land uses.

- Section 2.2 – Existing Situation and External Traffic Networks

This section provides a description of the existing land uses within the Structure Plan Area and collates all available traffic data from both within, and external to the Structure Plan Area. The transportation networks are examined for a minimum 800 metre radius from the edge of the Structure Plan Area.



- Section 2.3 – Traffic Modelling for the Proposed Development

This section describes KCTT's 4-step model which is used to determine the future traffic generation / attraction to and from the proposed Structure Plan Area.

- Section 2.4 – Provision for Service Vehicles

This section will provide generic descriptions for service vehicle requirements throughout the Structure Plan Area. Each of the proposed land uses will be required to examine requirements for service vehicles, pending confirmation of the land uses proposed.

- Section 2.5 – Public Transport Access

This section provides a summary of the existing public transportation services available within an 800 metre radius of the Structure Plan Area's boundaries and provides commentary on whether any services are likely to be extended into the Structure Plan Area.

- Section 2.6 – Pedestrian and Cyclist Access

This section provides a summary of the existing pedestrian and cyclist infrastructure available within an 800 metre radius of the Structure Plan Area's boundaries and provides commentary on the infrastructure likely to be extended into the Structure Plan Area.

- Section 2.7 – Management of Traffic Generated by the Structure Plan Area

This section provides a summary of the likely impact of the development on the surrounding transportation network and suggested methods to manage the transportation impact.

- Section 3 – Transport Impact Assessment Checklist

This section provides a concise, tabulated summary and review of the detailed information presented in Section 2 of this report. The intention of this checklist is to document the findings of this report, and / or any of the likely transportation / safety issues which should be considered as part of the submission. This checklist has been developed in accordance with the requirements of the Transport Assessment Guidelines for Developments: Structure Plan Submissions.

1.2 Notes Pertaining To This Report

This report has been provided as one of the key preliminary inputs into the overall documentation required for the Structure Planning approvals. Whilst the final site yields and land-uses are subject to change prior to the finalisation of the Structure Plan, the traffic and transportation requirements discussed in this report are based on the land uses and yields proposed through the Structure Planning process, in accordance with the Structure Plan Area.

1.3 Available Information and Technical Literature

This section provides a brief description of the inputs used in the compilation of this report:

- WAPC Transport Impact Assessment Guidelines – Volume 2 Structure Plans.
- WAPC Transport Impact Assessment Guidelines – Volume 5 (referenced for PM peak hour and traffic splits).
- RTA NSW Guide to Traffic Generating Developments Version 2.2 October 2002 (referenced to determine trip generation / attraction rates for various land uses).

TRANSPORT IMPACT ASSESSMENT |
Lot 81 Cheriton Road, Gingin



- Guide to Traffic Management – Part 3: Traffic Studies and Analysis, Austroads, 2008 (referenced to discuss requirements for provision of car parking for various land use types, and how trip attraction / generation rates can be cross-checked in this report to provide a robust and consistent transportation model).
- Guide to Traffic Management – Part 11: Parking, Austroads, 2008 (referenced to discuss requirements for provision of car parking for various land use types, and how trip attraction / generation rates can be cross-checked in this report to provide a robust and consistent transportation model).
- Guide to Traffic Management – Part 12: Traffic Impacts of Developments, Austroads, 2008 (referenced to discuss requirements for provision of car parking for various land use types, and how trip attraction / generation rates can be cross-checked in this report to provide a robust and consistent transportation model).
- Liveable Neighbourhoods Element 2: Movement Network, October 2007 (referenced to discuss road reservation and carriageway requirements for the proposed road network within the structure plan area).
- Shire of Gingin Local Planning Scheme No 9.



2. Transport Impact Assessment

2.1 Structure Plan Outline

The Shire of Gingin is one of the fastest growing and developing rural shires in Western Australia. It is located to the immediate north of the City of Wanneroo. The town of Gingin is one of the oldest towns in the State and is located approximately 84 kilometres north of Perth along the Brand Highway.

Gingin Townsite is the administrative centre for the Shire of Gingin. The Shire also includes four coastal towns (Guilderton, Seabird, Ledge Point and Lancelin), six rural residential areas, the Gingin Rural Industrial Area, and extensive tracts of agricultural land and National Parks and Reserves.

The Shire of Gingin population forecast for 2014 is 5,108, and is forecast to grow to 7,878 by 2031 (<http://forecast.id.com.au/gingin/home>; <http://forecast.id.com.au/gingin/dwellings-development-map>). The majority of the Shire of Gingin's growth is expected on the coast.

The proposed development is located approximately 4.5km to the north of the town of Gingin and is surrounded by existing agricultural land use landholdings and Cheriton Road on the eastern boundary. The land use proposed within the Structure Plan Area includes rural living land use comprising 314 lots with a minimum lot size of 1ha and a maximum lot size of 2.5ha (the majority of lots being of 1ha area size). The Structure Plan Area is zoned as 'Rural Living' RL1 (minimum lot size area - 1ha).

A plan showing the proposed development has been provided in Appendix 1 of this report.

2.2 Existing Situation and External Traffic Networks

The existing road network surrounding the subject landholding includes Cheriton Road to the east providing connectivity to the Gingin Town Centre to the south. A plan showing the existing network is provided in Appendix 2.

Cheriton Road is a two-way, two-lane undivided road with an existing carriageway of varying width, with sections varying in width between 6.0 metres and 7.2 metres in a 20 metre wide road reservation. Some existing sections of Cheriton Road are not sealed. Cheriton Road is classified as a Rural Local Road - Access Road with a different speed limit (ranging from 50kph and 110kph) on different sections of the road. In the vicinity of the proposed development Cheriton Road does not have a speed limit. There are no bus services or pedestrian facilities in the vicinity of the subject site.

Cheriton Road provides access to five (5) local rural lots located north of the subject site. Given there is no data on traffic counts for this section of the Cheriton Road we have analysed surrounding land-uses in order to estimate current traffic volumes on this section of the road. The predominant land use is agricultural and we believe that during seasonal activities the traffic volumes on Cheriton Road will reach around 100 vpd.

For the purposes of analysing future volumes we have assumed that on Cheriton Road the AM peak occurs between 07:00 and 08:00 and the PM peak occurs between 17:00 and 18:00.

The development of the subject site will trigger a Condition to upgrade sections of the existing Cheriton Road, such that its geometry is uniform. This development upgrade should be managed using a Contribution system



based on a pro-rata distribution of generated traffic. The calculation of traffic from the subject site, as well as the proposed future development on the eastern side of Cheriton Road will be reviewed as part of this report.

2.2.1 Crash Data

The following table has collated the applicable crash data from the Main Roads WA database for crashes and incidents for roads adjacent to the subject site between the 1st January 2009 and 31st December 2013.

Table 1 – Crash Data

Road Name	Functional Classification	Road Hierarchy	Crash Statistics
Cheriton Road (0.00-9.64)	Rural Local Road	Access Road	1 incident: 1 Hospital MR Type: 1 Other/Unknown

2.3 Traffic Modelling for the Proposed Development

This section provides a detailed description of how traffic volumes are calculated for the proposed development. Our traffic model uses a 4-step approach for the estimation of transportation demand into and out of the area:

- Step 1 – Confirm the size and quantum of the proposed land uses.
- Step 2 – Confirm how these land uses impact travel patterns and the generation / attraction of transportation trips.
- Step 3 – Confirm where the likely origins of travel external to the development are located and confirm the likely destinations for travel from the subject landholdings.
- Step 4 – Distribute the traffic through the network.

The purpose of the Transport Impact Assessment is to determine the likely impact of the proposed development upon the local road network within an 800 metre radius of the Structure Plan Area.

2.3.1 Step 1 – Quantum of Proposed Land Uses

The subject site proposes homogeneous usage of the landholdings for Rural Living purposes. Details and quantities of these areas are laid out in Section 2.1 and Appendix 1.

Different land uses impact the transportation network in different ways. The purpose of this section is to discuss the land usages as proposed in the Structure Plan Area and to discuss their likely trip generations based on data from trusted guideline sources such as the WAPC Transport Assessment Guidelines and the NSW RTA Guide to Traffic Generating Developments.

The WAPC Transport Assessment Guidelines for Developments offers the following vehicle trip generation rates for the land uses proposed within the development:

- Residential - 0.8 vehicle trips per dwelling for the AM and PM peak hours. A 25% IN / 75% OUT split has been adopted for the AM peak and an 67% IN / 33% OUT split for the PM peak hour

Given that WAPC does not offer daily vehicle trip generation rates for the land uses proposed within the development, the following rates are provided in the NSW RTA Guide to Traffic Generating Developments:



- Residential Units (dwelling houses) – between 4.5 and 8 vehicular trips per dwelling.

Rural living is a land use zone where residential is the predominant land use, accommodating single dwellings at very low densities on individual lots beyond the urban areas. It is generally characterised by large lots with a general minimum lot size of 1ha with an average minimum lot size of approximately 2ha. Although primary production may occur on some rural living properties it is usually for hobby farming or incidental income purposes. We assume that approximately 50% of all rural living lots will involve some form of agricultural activity. Because of its primarily residential function, rural residential development requires access to most of the services and infrastructure provided in urban settlements.

Given the location of the proposed development and its future use, we believe it is conservative to use a trip generation ratio of 8 trips per dwelling therefore we will use a traffic generation ratio of 6.5 VPD per dwelling.

Table 2 – Traffic Generation of the Proposed Development

Land Use Type	Yield	WAPC Transport Assessment Guidelines for Developments / NSW RTA Guide To Traffic Generating Developments Requirement	Total VPD	Total VPH (Peak)
Rural Living	314	6.5 vehicle trips per lot (daily traffic); 0.8 vehicle trips per lot (AM / PM Peak)	2,041	253
Total	314 lots		2,041	253

2.3.2 Step 2 – Trip Purposes

To understand the likely demand for alternative transportation modes (including public transportation trips, cyclist and pedestrian trips) and the impact of the vehicular traffic on the adjacent road network, we need to understand why people are travelling into and out of the Structure Plan Area. These general trip purposes include employment, shopping, social, education and other general purposes. Each land usage will generate a unique matrix of trip purposes. Given the homogeneous land-uses proposed in this development we believe that trip purposes will be apportioned as follows: -

Table 3 – Trip Purposes by Land Use

Land Use Type	Employment*	Shopping	Education	Social / Recreational
Rural Living	40% (817 VPD)	25% (510 VPD)	17.5% (357 VPD)	17.5% (357 VPD)

*Employment includes trips associated with agricultural activities.

2.3.3 Step 3 – Expected Origin / Destination

The expected origin / destination matrix is important to determine the likely route of vehicular and other travel. Table 4 (below) describes the expected trip purposes for trips generated by the proposed land uses within the local area and the likely destinations.



Table 4 – Table of Trip Purposes and Likely Destinations

Trip Purpose	Likely Destination
Employment (40%)	- Excluding work from home, the majority of employment trips will be external to the proposed development (heading south via Cheriton Road towards the Gingin Town Centre). - Top five industries of employment in the Shire of Gingin include: - - Agriculture - Mining - Industry and Commerce - Tourism - Forestry and Forest Products These trips will be taken as trips external to the Structure Plan Area. All of the trips will be generated into Cheriton Road south of the subject site. We believe this will be predominantly via Road 02 and Road 06.
Shopping (25%)	- Gingin Town Centre is located approximately 6km to the southwest of the subject site. - Assume 80% of all trips for shopping purposes to Gingin Town Centre and 20% of all trips for this purpose to be external the Gingin Town Centre.
Education (17.5%)	Existing Gingin District High School approximately 6km to the south of the proposed development (the school provides early childhood education, middle schooling education and senior secondary education).
Social / Recreational (17.5%)	30% of all trips are deemed to be local for social / recreational purposes. - Gingin Recreational Complex. - Yeal Nature Reserve to the southwest, Boonanarring Nature reserve to the north and Moore River National Park to the northwest of the town of Gingin. - Yanchep National Park to the southwest of the town of Gingin. - Guilderton, Seabird, Ledge Point, and Lancelin.

2.3.4 Step 4 - Destination Matrix and Distribution of Traffic / Transport

Land uses can be generally classified as trip generators and / or trip attractors. Given the nature of the development, the Structure Plan area will generate 100% of all trips from internal sources.

The Structure Plan Area offers direct vehicular access via Cheriton Road. This road provides connectivity to the Gingin Town Centre to the south of the proposed development. The layout of the Cheriton Road / Road 02 and Cheriton Road / Road 06 intersections would allow for full unrestricted movement of vehicles to and from the Structure Plan Area. Refer to the attached plan in Appendix 1 for more details.

In summary, the total site development scenario is expected to generate approximately 2,041 vehicular movements per day with a forecasted impact of around 253 vehicles per hour in the peak hour.

We believe the traffic from the Structure Plan will be distributed into the adjacent road network as follows:

- 98% of all vehicular movements will be generated to the south via Cheriton Road;
- Less than 2% of all vehicular movements will be generated to the north via Cheriton Road.

Detailed plans with the estimated vehicular traffic flow and distribution are shown in Appendix 2 (KC00217.000_S06 and KC00217.000_S07).

TRANSPORT IMPACT ASSESSMENT |
Lot 81 Cheriton Road, Gingin



2.4 Provision for Delivery and Service Vehicles

Vehicular access for the proposed Structure Plan Area will be via Road 01, Road 02, Road 03 and Road 06. The proposed intersections of Cheriton Road / Road 02 and Cheriton Road / Road 06 should be designed to suit the turning movements of a semi-trailer.

The provision required for delivery and service vehicles for residential development (low density scale developments) is likely to be minimal above that which is provided for within the road reservation through good road design in accordance with Liveable Neighbourhoods and the requirements of the Shire of Gingin.

Waste and recycling bins (recycling and standard bins) are to be placed in designated areas for each green title allotment in accordance with Shire of Gingin requirements.

2.5 Public Transport Access

The town of Gingin currently does not have a public transport system apart from the community buses that provide transport for community groups, and other groups as required. The bus is housed in a garage situated on Robinson Street.

2.6 Pedestrian and Cyclist Access

There is a framework of pedestrian paths proposed within the Structure Plan Area together with dual use paths on both sides of the road reservation on Cheriton Road in vicinity of the subject site. However it is partially discontinuous and the quality of path is predominantly poor. There is a need to improve the current pathway connections. This Structure Plan proposes a DUP on Roads 02 and 03, to be located in accordance with the Shire of Gingin's Engineering Department requirements.

2.7 Management of Traffic Generated by the Structure Plan Area

The following tables considers the traffic generation from the Structure Plan Area and its impact upon the existing road network and upon the proposed road network within the Structure Plan Area.

Table 5 – Forecasted Traffic Volumes on Existing Roads Adjacent to the Structure Plan Area

Road Name	Functional Classification / Road Hierarchy	Location of Traffic Count	Existing Traffic Volumes 2014 (VPD)	Estimated traffic growth at the rate of 3% pa - 2024 (VPD), plus potential future development	Traffic generated by the Structure Plan Area (VPD)	Total VPD (2024)
Cheriton Road	Rural Local Road / Access Road	Cheriton Road (north of Road 01)	100	135 * + 468 ** = 603	41 VPD	644
		Cheriton Road (south of Road 06)	100	135 * + 468 ** = 603	2,000 VPD	2,603

Note * Using a per annum growth rate of 3%, the existing traffic volume of 100 VPD will increase to 135 VPD.

TRANSPORT IMPACT ASSESSMENT |
Lot 81 Cheriton Road, Gingin



Note ** In addition to the traffic that is expected to be generated from the proposed development of Lot 81 Cheriton Road, Gingin, the future development of Lot 83 Cheriton Road opposite the subject area (72 lots) is expected to generate approximately 468 vehicle movements per day (58 vehicles per hour in the peak hour) which will also be added to the existing traffic on Cheriton Road.

Based on an analysis of employment opportunities, location of schools, shopping centres and preferred locations for social and recreational activities, we believe the traffic from the Structure Plan Area will be distributed onto the adjacent road network as follows: -

- Approximately 98% of all trips from the proposed development are expected to be to the south, to the Gingin Town Centre. Therefore most of the additional traffic generated by the proposed development is likely to travel along Cheriton Road further south to Gingin Town Centre.
- North from the proposed development are existing agricultural land use landholdings. We believe these zones will contribute approximately 2% of all trips.

According to the traffic distribution described above, the volume of vehicular traffic on each of the access / egress points to the proposed Structure Plan Area will be as follows:

- Approximately 53% - Cheriton Road / Road 06 Intersection - An expected vehicle volume of 1,082 VPD in total for both directions.
- Approximately 6% - Cheriton Road / Road 03 Intersection - An expected vehicle volume of 122 VPD in total for both directions. This intersection is approximately 250 metres north from Cheriton Road / Road 06 Intersection.
- Approximately 38% - Cheriton Road / Road 02 Intersection - An expected vehicle volume of 776 VPD in total for both directions. This intersection is approximately 850 metres north from Cheriton Road / Road 03 Intersection.
- Approximately 3% - Cheriton Road / Road 01 Intersection - An expected vehicle volume of 61 VPD in total for both directions. This intersection is approximately 250 metres north from Cheriton Road / Road 02 Intersection.

Wider road reservation widths (25 metre and 20 metre width) are used to suit the character of the development and provide sufficient space for drainage infrastructure on each side of the road. The typical cross section of the proposed internal roads would satisfy Shire of Gingin's requirements of 7.4m wide pavement (two coat seal) with an option for provision of kerbing or 1.2m of unsealed shoulder on the each side of the road.

Table 6 – Forecasted Traffic Volumes on Proposed Roads within the Structure Plan Area

Road Name	Classification	Cross Section (Shire of Gingin's requirements)	Location	Traffic generated / attracted by the Structure Plan Area (VPD)	Forecasted Vehicles per Peak Hour (VP)

TRANSPORT IMPACT ASSESSMENT |
Lot 81 Cheriton Road, Gingin



					H)
Road 01	Rural Access Road	7.4 m width pavement; Kerbed or 1.2m width unsealed shoulders on each side; 20.0m width road reserve	West from Cheriton Road	78	8
			East from Road 02	20	2
Road 02	Access Road C	7.4 m width pavement; Kerbed or 1.2m width unsealed shoulders on each side; 20.0m / 25.0m width road reserve.	West from Cheriton Road	533	53
			East from Road 01	414	41
			East from Road 07	85	8
			South from Road 10	20	2
			North from Road 11	143	14
Road 03	Access Road D	7.4 m width pavement; Kerbed or 1.2m width unsealed shoulders on each side; 20.0m width road reserve.	East from Road 05	25	3
			West form Cheriton Road	143	14
Road 04	Access Road D	7.4 m width pavement; Kerbed or 1.2m width unsealed shoulders on each side; 20.0m width road reserve.	South from Road 2	20	2
			West from Road 12	85	9
Road 05	Access Road D	7.4 m width pavement; Kerbed or 1.2m width unsealed shoulders on each side; 20.0m width road reserve.	South from Road 02	35	4
			West from Road 12	137	14
Road 06	Access Road C	7.4 m width pavement; Kerbed or 1.2m width unsealed shoulders on each side; 20.0m / 25.0m width road reserve.	South from Road 02	59	6
			West from Road 11	169	17
			West from Cheriton Road	1,380	138
Road 07	Access Road D	7.4 m width pavement; Kerbed or 1.2m width unsealed shoulders on each side; 20.0m width road reserve.	South from Road 02	65	7
			North from Road 11	189	19
Road 08	Access Road D	7.4 m width pavement; Kerbed or 1.2m width unsealed shoulders on each side; 20.0m width road reserve.	South from Road 08	32	3
			North from Road 11	78	8
Road 09	Access Road D	7.4 m width pavement; Kerbed or 1.2m width unsealed	South from Road 10	20	2

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		shoulders on each side; 20.0m width road reserve.	North from Road 11	46	5
Road 10	Access Road D	7.4 m width pavement; Kerbed or 1.2m width unsealed shoulders on each side; 20.0m width road reserve.	East from Road 02	30	3
			North from Road 11	180	18
Road 11	Access Road C	7.4 m width pavement; Kerbed or 1.2m width unsealed shoulders on each side; 20.0m / 25.0m width road reserve.	East from Road 02	182	18
			West from Road 11	850	85
Road 12	Access Road C	7.4 m width pavement; Kerbed or 1.2m width unsealed shoulders on each side; 20.0m / 25.0m width road reserve.	South from Road 02	60	6
			North from Road 06	309	31

Maps showing the expected traffic generation by the development on each of the roadways nominated above are provided in Appendix 2.

2.7.1 Intersection Design Requirements

The following list of intersection configurations is based on traffic engineering requirements such as safety, movement of pedestrians, segregation of heavy vehicles and light vehicles: -

- The proposed T-intersections which should have a give way sign and linemarking yields on the approach sides:
 - Cheriton Road / Road 02 Intersection (Cheriton Road - major leg at the intersection, Road 02 - minor leg at the intersection);
 - Cheriton Road / Road 06 Intersection (Cheriton Road - major leg at the intersection, Road 06 - minor leg at the intersection);
 - Road 02 / Road 05 Intersection (Road 02 - major leg at the intersection, Road 05 - minor leg at the intersection);
 - Road 05 / Road 06 Intersection (Road 06 - major leg at the intersection, Road 05 - minor leg at the intersection);
 - Road 06 / Road 11 Intersection (Road 06 - major leg at the intersection, Road 11 - minor leg at the intersection);
 - These intersections should be designed to accommodate semi-trailer movements in accordance with the civil engineering design.
- Other internal intersections have low daily traffic volumes and would not require any major control.

2.7.2 Existing Intersection Capacities

Traffic volumes at the intersection of Brockman Street and Cheriton Road and Brockman Street / Weld Street should be monitored over the coming years by the Shire of Gingin to determine origin / destination matrices as development in this location commences. There is very little available data for KCTT to base its findings on, and importantly, we believe that the allowance of 6.5 vehicle movements per day from each of the 314 proposed lots is appropriate.

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KCTT's research is from the Main Roads WA database. The database has some recent traffic data in Brockman Street, north of Robinson Street and in Dewar Road, east of Brand Highway. This information is shown below in Table 7.

Table 7 – Existing Traffic Volumes (Gingin Town Centre)

Road Name	Functional Classification / Road Hierarchy	Location of Traffic Count	Existing Traffic Volumes 2013 (VPD)	AM / PM Peak	% Heavy Vehicles
Brockman Street	Rural Local Road	North of Robinson Street	639	0800 – 0900: 77 VPH 1445 – 1545: 72 VPH	10.2%
Dewar Road	Rural Local Road	East of Brand Highway	1,011	0800-0900: 85 VPH 1500-1600: 110 VPH	n.a.

There is no data for Brockman Street near Weld Street in the Gingin Town Centre, however we believe it is likely the existing volume at this intersection is around 1,000 VPD. Earlier in this report we confirmed the 2006 Census population in Gingin was 531 persons. It is not likely that the town has grown rapidly from this population base, therefore the current trip generation per day, per person in the Gingin town centre is generating around 1,000 VPD on the major roads in and around the town centre (excluding the Brand Highway).

Given the most likely destinations for regional traffic will be toward the Perth CBD, the most likely route for access / egress external to Gingin Town Centre is via Cheriton Road, Brockman Street, Weld Road and Cockram Road to Brand Highway to the south. This means the left turn movement from Brockman Street into Weld Street southbound will be the dominant movement in the AM peak and the right turn movement from Weld Street northbound into Brockman Street will be the dominant movement in the PM peak.

The development of the subject site is likely to generate the following vehicular trip generations by 2024: -

- Cheriton Road (between the subject site and Brockman Road) – approx. 2,603 VPD
- Brockman Road (between Cheriton Road and Weld Street) – up to 3,000 VPD

We believe the existing intersections are designed suitably to cater for the above theoretical maximum traffic volumes, post development at this location. These existing intersections include: -

- Cockram Road / Brand Highway
- Cockram Road / Honeycomb Road (roundabout)
- Honeycomb Road / Brand Highway
- Weld Street / Brockman Street

2.7.3 Reconstruction of Cheriton Road

As discussed in Section 2.2 of this report, we understand that the reconstruction of sections of Cheriton Road will be a Condition of development. The staging of construction should be determined in tandem with the development staging so that the road is incrementally upgraded to suit the expanding population.

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Lot 81 Cheriton Road, Gingin



From a traffic engineering and safety perspective, we believe the following points are important and should assist the design phase of this project: -

- This road is not suitable as a “high speed environment”. i.e. 90kph to 110kph. 110kph speed environments are only suitable where curve radii over 500 metres are used. This road is currently an open speed road in the vicinity of the development.
- We believe that this road should be designed to accommodate the signposted speed of 70kph in the vicinity of the proposed development.
- Some curve geometries may not be suitable for the targeted design speed. The civil engineer will provide commentary on which existing bends do not meet this requirement and should apply for speed restrictions in these areas via Main Roads WA. If Main Roads WA agree, advisory signposts can be used.
- The volume of traffic does not warrant overtaking lanes and / or auxiliary lanes. Overtaking lanes tend to be used in areas where high percentages of vehicles are expected to be heavy vehicles and / or there are strong changes in vertical grades accompanied with changes in horizontal alignment. This road does not exhibit these features.
- The use of superelevation should be considered by the civil engineer on all horizontal curves on Cheriton Road to improve road safety.
- Some local widening on curves should be considered in accordance with Austroads Guide to Road Design Part 3: Geometric Design – Section 7.9 Pavement Widening on Horizontal Curves (pages 159 and 160). The design warrants should be agreed between the developer and the Shire of Gingin.
- The proposed cross section of Cheriton Road upon upgrade would comprise of 7.4m wide carriageway with double seal, 1.5m wide cycle lane with one seal in each direction and 0.3m wide unsealed shoulders. This layout meets the criteria of the Shire of Gingin and the Austroads.

In the Austroads Guide to Road Design Part 3: Section 4.2.6 Rural Road Widths Table 4.5 shows 2 x 3.5 metre width lanes as being suitable for rural roads > 3,000 VPD. The width of road shoulders can be increased on sections of straight to between 1.5 metres and 2.0 metres to allow for better refuge of parked vehicles. Consideration should also be given to the location and width requirements for the roadside swale drains within the existing 20 metre road reservation. The balance between road widening and requirements for stormwater drainage should be considered in an open and collaborative review of engineering designs as they are submitted.

2.7.4 Cheriton Road Cost Sharing Example

Colin Kleyweg of KCTT has previously provided input into community infrastructure cost sharing schemes in the City of Rockingham, City of Armadale and the City of Swan. In each of these instances, he was successful in suggesting a pro-rata distribution of payments based on vehicular trip generation from the existing road network, as well as from future developments. KCTT has reviewed the existing and likely future vehicle volumes on Cheriton Road and in the Gingin Townsite. The following points are therefore pertinent in the negotiation of an equitable cost contribution scheme: -

- The existing vehicular volume on Cheriton Road is negligible near the subject site (i.e less than 100VPD).
- The measured volume in Brockman Street (north of Robinson Street) is 639 VPD. This has been surveyed by Main Roads WA.
- The measured volume in Dewar Street (east of Brand Highway) is 1,011 VPD. This has been surveyed by Main Roads WA.

These are the only two survey locations in Gingin townsite.

Table 5 offers the following traffic volumes in Cheriton Road by 2024: -

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Lot 81 Cheriton Road, Gingin



- The existing traffic volume in Cheriton Road immediately adjacent to the subject site is 100 VPD (with an allowance to increase by 3% per annum) to 135 VPD by 2024.
- The proposed development on the eastern side of Cheriton Road will distribute 468 VPD into Cheriton Road.
- The proposed development of Claymont's landholding will distribute 2,000 VPD at this location.
- The total expected VPD in Cheriton Road adjacent to the subject sites in 2024 is therefore = 2,603 VPD.

This equates to 76.83% of the pro-rata traffic coming from the Claymont site, 17.99% from the landholding on the eastern side of Cheriton Road and 5.18% being existing traffic.

It can be argued that the existing traffic volume increases in Cheriton Road, as Cheriton Road approaches the Gingin Town Centre. Based on the existing traffic volumes in Brockman Street of 639 VPD, we believe the volumes in Cheriton Road will be around 300 to 400 VPD at the intersection of Cheriton Road and Brockman Street. This would equate to a total traffic volume in Cheriton Road at the intersection of Brockman Street of approximately 2,880 VPD, of which: -

- Claymont's contribution is $2,000 \text{ VPD} / 2,880 = 69.4\%$
- The developer on the eastern side of Cheriton Road's contribution is $468 \text{ VPD} / 2,880 = 16.25\%$
- The LGA contribution for existing vehicular traffic is therefore $412 / 2,880 = 14.35\%$

Further to this the proponent has an approval for a subdivision at the same location. The approved subdivision layout contains 190 residential lots. This development application contains 314 lots. Given the homogenous nature of the development the vehicular generation will rise progressively with the increased number of lots. Since the previously proposed 190-lot subdivision would generate approximately 1,235 VPD and this currently proposed 314-lot subdivision will generate 2,041 VPD, it can be concluded that the impact of the current proposal is approximately 65% higher than the originally approved subdivision.

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Lot 81 Cheriton Road, Gingin



3. Transport Impact Assessment Checklist for a Structure Plan

The following is the summary / checklist for a Transport Impact Assessment as shown in the Department for Planning and Infrastructure's Transport Assessment Guidelines – Part 2: Structure Plans.

Item	Status	Comments / Proposals
Summary	Y	The development proposes to subdivide Lot 81 Cheriton Road, Gingin into 314 'Rural Living' lots (RL1).
Introduction / Background	Y	KCTT have completed a Transport Impact Assessment using the data from the Structure Plan Area. We have completed this report and all supporting graphics in accordance with the full requirements of the WAPC Guidelines for the preparation of a Transport Impact Assessment – Part 2 (Structure Plans).
Structure Plan Proposal	Y	The land use proposed within the Structure Plan Area includes rural living land use comprising 314 lots with a minimum lot size of 1ha and a maximum lot size of 2.5ha (the majority of lots being of 1ha area size). Refer Section 2.1.
Regional Context	Y	The proposed development is located approximately 4.5km to the north of the town of Gingin and is surrounded by existing agricultural landholdings. The proposed development land-uses fit within the context of the region.
Proposed Land Uses	Y	Proposed land uses are described in Structure Plan Proposal, noted above.
Table of Land Uses and Quantities	Y	Refer Structure Plan Area Proposal noted above.
Major Attractors / Generators	Y	The proposed development will be the main traffic generator in the area:- Rural living - likely peaks around 7:00am to 8:30am and 4:30pm to 6:00pm Mondays to Fridays on Cheriton Road
Specific Issues	Y	The following intersections should be designed with splitter islands to delineate traffic movements and therefore increase safety: - - Cheriton Road / Road 02 Intersection - Cheriton Road / Road 06 Intersection - Road 02 / Road 05 Intersection - Road 05 / Road 06 Intersection - Road 06 / Road 11 Intersection These intersections should be designed to accommodate movement of semitrailers, as per civil engineering detail. The Shire of Gingin should monitor the impact of development on the intersection of Brockman Street and Weld Street after the 1 st stage of development. Based on our analysis, we believe the intersection of Brockman Street and Weld Street is suitably designed to handle the likely increases in traffic volumes from the development of the subject site.
Existing Situation		

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Lot 81 Cheriton Road, Gingin



Existing Land Uses Within The Structure Plan Area	Y	The existing site is vacant land.
Existing Land Uses Within 800 metres of the Structure Plan Area	Y	Existing agricultural land use landholdings. Refer Section 2.1.
Existing Road Network Within the Structure Plan Area	Y	The Structure Plan Area includes the following existing road network immediately adjacent to the Structure Plan Area: Cheriton Road
Existing Pedestrian / Cyclist Network Within the Structure Plan Area	Y	There are dual use paths on both sides of the road reservation on Cheriton Road in vicinity of the subject site. Refer Section 2.6.
Existing Public Transport Services Within The Structure Plan Area	N	Not applicable.
Existing Road Network Within 800metres of the Structure Plan Area	Y	The existing road network surrounding the subject landholdings include Cheriton Road to the east and Hancock Place to the north. The sketch of the existing network and distribution of the existing traffic volumes is provided in Appendix 2.
Traffic Flows on Roads Within the Structure Plan Area (including AM / PM peak flows)	Y	Refer Section 2.3.4 and 2.7.
Traffic Flows On Roads Within 800 metres of the Structure Plan Area	Y	Refer Section 2.3.4 and 2.7.
Existing Pedestrian / Cycle Paths Within 800 metres of the Structure Plan Area	Y	There are dual use paths on both sides of the road reservation on Cheriton Road in vicinity of the subject site. Refer Section 2.6.
Existing Public Transport Routes Within 800 metres of the Structure Plan Area	N	The town of Gingin currently does not have a public transport system apart from the community buses that provide transport for community groups, and other groups as required. Refer Section 2.5.
Proposed Internal Transport Networks		
Changes / Additions to existing road network or proposed road network	Y	All internal road networks in accordance with the requirements of the Shire of Gingin.



Road reservation widths	Y	All internal roads shall be 25.0m and 20.0 metre width road reserves with varying pavement widths. The road reserve widths shall be based on engineering requirements, namely for the storage of stormwater drainage runoff.
Road cross sections and speed limits	Y	Speed limits on the internal roads shall be 50kph. For cross sections refer to Appendix 3.
Intersection controls	Y	All intersections shall allow full turning movements.
Pedestrian / cycle networks and crossing facilities	Y	Pedestrian and cyclist networks to be interconnected with adjacent dual use path along Cheriton Road. DUP's to be provided in: - • Road 02; • Road 03. Lower order pedestrian pathways to be provided in: - • Road 05; • Road 06; • Road 11.
Public transport routes	N	No public transport routes proposed.
Changes to External Transport Networks		
Road Networks	Y	Cheriton Road will be upgraded to cater for the increased traffic demand.
Intersection Controls	N	No changes proposed to any existing intersections.
Pedestrian Cycle Networks and Crossing Facilities	Y	Bicycle path along Cheriton Road will be provided.
Public Transport Services	N	The Shire of Gingin currently does not have a public transport system apart from the community buses that provide transport for community groups, and other groups as required. Refer Section 2.5.
Integration with Surrounding Area		
Trip Attractors / Generators Within 800 metres of the Structure Plan Area	Y	Trip Generators: • Rural residential land use landholdings to the south and north of the subject site. Trip Attractors: • Existing agricultural land use landholdings.
Proposed Changes to Land Uses Within 800 metres of the Structure Plan Area	Y	Proposed Rural Living' (RL2) development east of the Structure Plan Area (east of Cheriton Road). Refer Shire of Gingin Local Planning Scheme No 9.
Travel Desire Lines from the Structure Plan Area to Trip	Y	The predominant desire line from the development is to the south – towards Gingin town centre and Perth: • Education Purposes - desire lines to the south of the Structure

TRANSPORT IMPACT ASSESSMENT |
Lot 81 Cheriton Road, Gingin



Attractors / Generators Within 800 metres of the Structure Plan Area		Plan Area (Gingin District High School) • Employment Purposes - Excluding work from home, the majority of employment trips will be external to the proposed development (heading south via Cheriton Road towards the Gingin Town Centre).
Adequacy of External Transport Networks	Y	The external network has sufficient capacity to cater for the proposed development.
Deficiencies in External Transport Networks	Y	Cheriton Road will require an upgrade so that it can efficiently cater for the proposed development. Currently it is unsealed, an open speed road with un-consistent geometry.
Remedial Measures to Address These Deficiencies	Y	Cheriton Road will be upgraded to a 7.4m carriage way with bicycle paths on each side with a signposted speed limit of 70kph. Bends with geometry inappropriate for the sign posted speed will be signposted to an adequate lower speed limit.
Analysis of Internal Transport Networks		
Assessment Year(s) and Time Period(s)	Y	The development has been assessed for 2015 and 2025. The time periods assessed are AM and PM peak
Structure Plan Generated Traffic	Y	Estimated 2,041 vpd
Extraneous (Through) Traffic	Y	Estimated 135 vpd
Design Traffic Flows (i.e. Total Traffic)	Y	Refer Section 2.3 and 2.7.
Road Cross-Sections	Y	Refer Table 6 and Appendix 3.
Intersection Controls	Y	Refer Section 2.7.1.
Access Strategy	Y	The development is accessible via Cheriton Road. The following intersections offer access further into the proposed development: • Cheriton Road / Road 01 • Cheriton Road / Road 02 • Cheriton Road / Road 03 • Cheriton Road / Road 06
Pedestrian / Cycle Networks	Y	Major internal pedestrian / cycle networks required in: • Road 02; • Road 03; • Road 05; • Road 06; • Road 11. Given that all of the roads will have less than 2,000 VPD and that signposted speed limit is 50kph (which is approximately 20kph higher than cyclist 85% operating speed) consideration should also be given to on-road cycling within the development area.



Safe Routes to Schools	Y	Having in mind the distance of the proposed development from the Gingin Town Centre and its educational facilities, it is not expected that the trips to school would be pedestrian / cycling.
Pedestrian Permeability and Efficiency	Y	The proposed improvements and additions to the pedestrian path network promote connectivity, permeability and efficiency.
Access to Public Transport	N	The town of Gingin currently does not have a public transport system apart from the community buses that provide transport for community groups, and other groups as required. Refer Section 2.5.
Analysis of External Transport Networks	Y	We have reviewed the operational capacities of all major intersections including: - • Brockman Street / Weld Street • Dewar Street / Brand Highway • Honeycomb Road / Brand Highway • Cockman Road / Brand Highway We believe the existing road network is designed suitably to handle the increased vehicular volumes proposed from this development. We have used a conservatively high pro-rata trip generation per household to review the capacity of each of the existing intersections.
Site specific issues		
Identify issues	Y	1. The existing Cheriton Road surface and cross section is not suitable for the future development of the subject site. 2. Agree on a suitable pavement width for Cheriton Road based on design guidelines for the road, plus considerations such as cycle lanes, drainage infrastructure and the existing 20 metre wide road reservation. 3. Design the intersections allowing access to the proposed development to accommodate semi-trailer movements.
Remedial measures	Y	1. Agree to a cost contribution scheme for the upgrade of Cheriton Road between the subject site and the intersection of Brockman Road based on the pro-rata distribution of future traffic. 2. KCTT have proposed a 7.4 metre width roadway plus minimum 1.2 metre width shoulders which is in accordance with the requirements of the Shire of Gingin. We believe this road should have a maximum design speed of 80 kph (signposted speed limit of 70kph) due to constraints posed by existing horizontal geometry in sections of Cheriton Road, coupled with the existing 20 metre road reservation width and the requirement to safely fit stormwater drainage infrastructure on both sides of the road reserve. Upon review of the expected total VPD (including potential future development on the eastern side of Cheriton Road), we believe overtaking lanes are not required on a road of this type. The design of a prescriptive width for all road shoulders on Cheriton Road is not possible in the planning phase of the project as the civil engineer will need to consider open drain design requirements, plus the road design within the context of an existing 20 metre road reservation. Therefore we believe that road shoulders should only be widened where it is suitable to widen them from a drainage design perspective to a maximum 2.5 metre width. 3. The design of the intersections will be in accordance with the civil

TRANSPORT IMPACT ASSESSMENT |
Lot 81 Cheriton Road, Gingin



		engineering detail.
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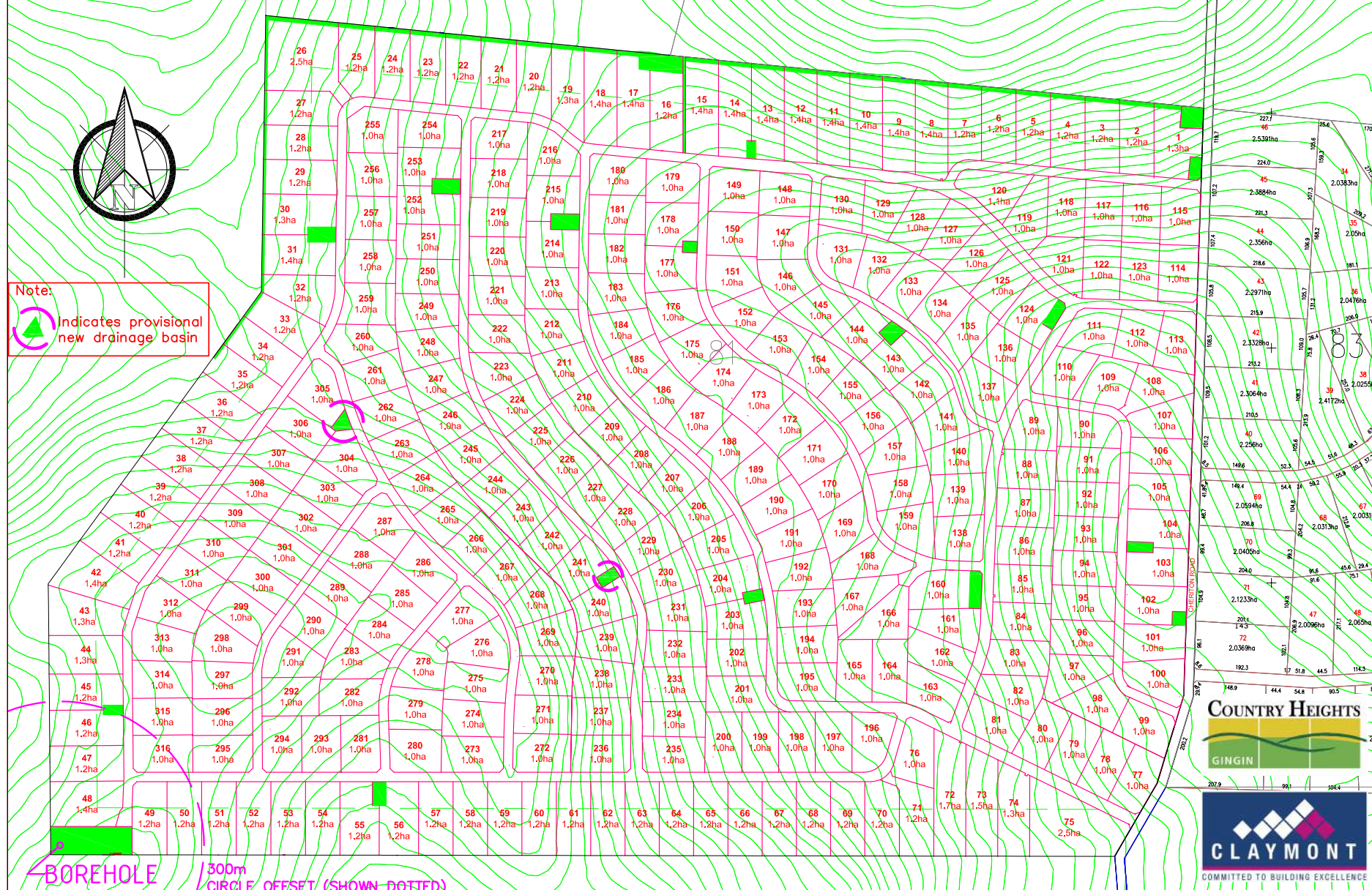
This checklist and summary has been reviewed and is signed below as an accurate reflection of the transportation requirements for development of the structure plan area in accordance with the development yields and land uses which are nominated in this report.

Appendix 1

The layout of the proposed development

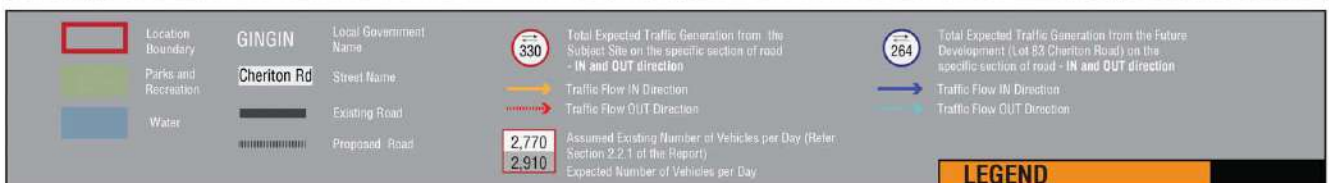
PROPOSED 316 LOTS SUBDIVISION PLAN FOR COUNTRY HEIGHTS CHERITON ROAD, GINGIN

SCALE 1:3,500 (A3) / 1:7000 (A1)



Appendix 2

Transport Planning and Traffic Plans



LEGEND

			PROJECT:	DRAWN BY:	Civil&Traffic Engineering Consultants 830B Beaufort Street, Inglewood WA 6052
C	10-12-2014	TRAFFIC DISTRIBUTION AMENDED	Lot 81 Cheriton Road Gingin		
B	09-07-2014	PROPOSED LAYOUT AMENDED	TITLE: Traffic Flow Diagram		
A	27-06-2014	ISSUED FOR REVIEW	DRAWING NUMBER: KC00217.000_S06		
No	DATE	AMENDMENT		K.P.	PH: 08 9272 7770 WEB: www.kctt.com.au FTP: www.kctt.wetransfer.com

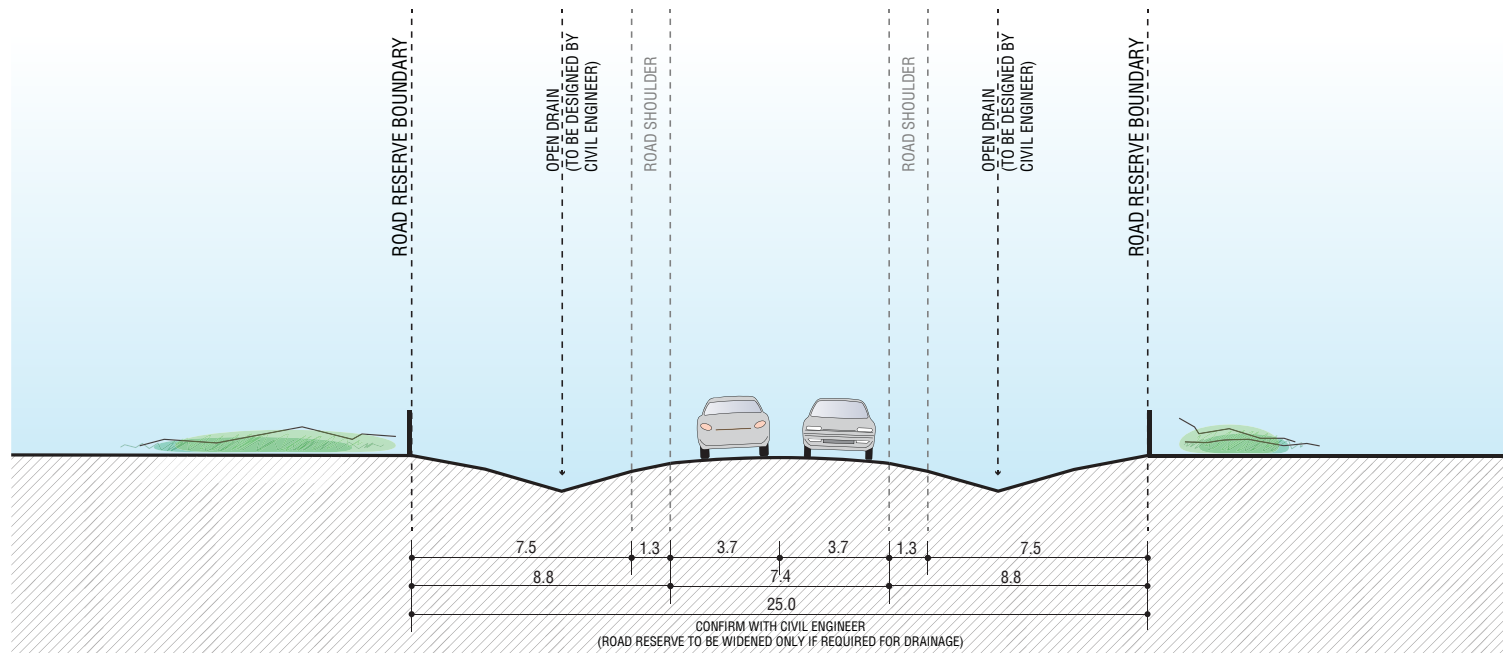


Ph: 08 9272 7770
WEB: www.kctt.com.au
FTP: www.kctt.vetranshr.com

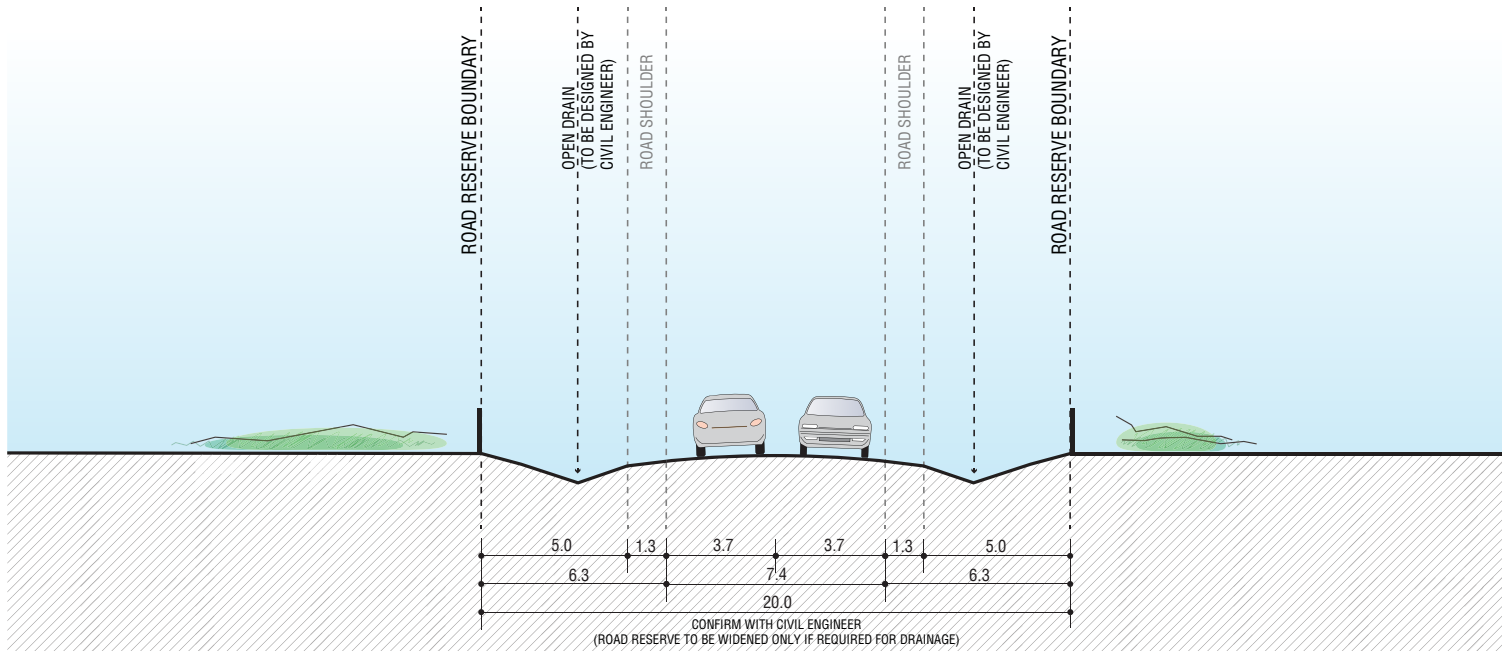
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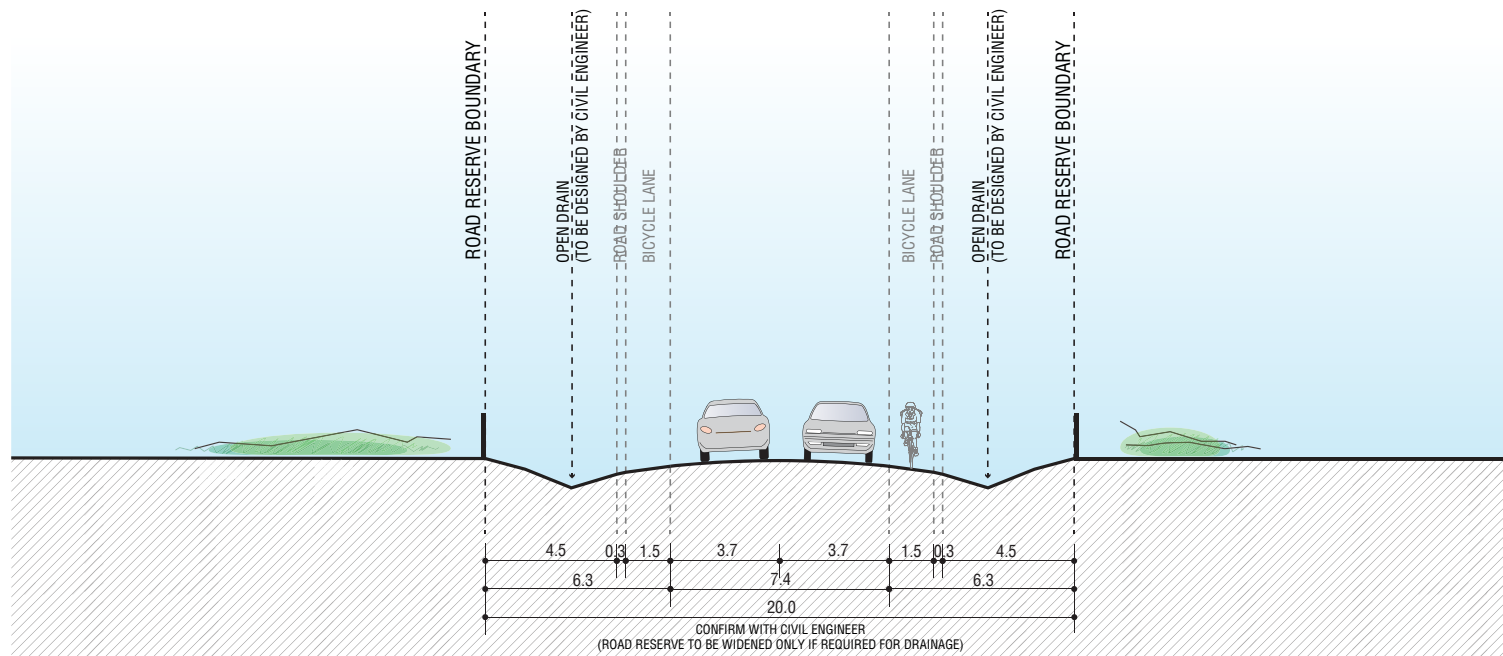
Appendix 3

Typical Road Cross Sections



D	12-12-2014	CROSS SECTION AMENDED	PROJECT:	Lot 81 Cheriton Road Gingin	DRAWN BY:	Civil&Traffic Engineering Consultants 830B Beaufort Street, Inglewood WA 6052
C	10-07-2014	PROPOSED LAYOUT AMENDED	TITLE:	Proposed Cross Section of Access Street C (25.0m - 7.4m) - Internal Road Network	K.P.	
B	03-07-2014	CROSS SECTION AMENDED	DRAWING NUMBER:	KC00217.000_S50a		
A	27-06-2014	ISSUED FOR REVIEW				
No	DATE	AMENDMENT				





			PROJECT:	Lot 81 Cheriton Road Gingin	DRAWN BY:	Civil&Traffic Engineering Consultants 830B Beaufort Street, Inglewood WA 6052
			TITLE:	Proposed Cross Section of Access Street C (20.0m - 7.4m) - Cheriton Road Upgrade	K.P.	
A	12-12-2014	ISSUED FOR REVIEW	DRAWING NUMBER:	KC00217.000_S50c		PH: 08 9272 7770 WEB: www.kctt.com.au FTP: www.kleywegconsulting.wetransfer.com
No	DATE	AMENDMENT				

17 MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN

17.1 CR STEWART - PROPOSED INTRODUCTION OF CUSTOMER SERVICE FEEDBACK SYSTEM

File	GOV/19
Author	Scott Wildgoose - Chief Executive Officer
Reporting Officer	Scott Wildgoose - Chief Executive Officer
Refer	Nil
Appendices	Nil

DISCLOSURES OF INTEREST

PURPOSE

To address a Motion submitted by Cr Stewart in relation to the introduction of a customer service feedback system.

COUNCILLOR MOTION

That Council resolve to:

1. Direct the Chief Executive Officer to investigate and implement an appropriate customer service feedback system, to be integrated with all outgoing Shire email correspondence, ensuring that every email sent by staff, administration, HOD's or the CEO includes a customer service survey link.
2. Notes that the survey is to include measures such as:
 - Whether the staff member resolved the enquiry in that email;
 - Ratings (1–5) of politeness, helpfulness, professional communication, and overall satisfaction with the staff member's service; and
 - A requirement that every single instance of email communication is measurable, thereby capturing feedback across the entirety of staff-resident interactions.
3. Requires that the feedback system be capable of providing:
 - Aggregated results by department and service area;
 - Appropriate attribution to enable the Chief Executive Officer to monitor, manage and improve customer service standards within the Administration; and

- Quarterly reporting to Council on overall results and trends, for the purpose of assessing the Chief Executive Officer's performance against Key Performance Indicators relating to customer service, communication, and community satisfaction.
- 4. Confirms that the implementation of the system is to be managed by the Chief Executive Officer, in line with his statutory responsibilities under section 5.41 of the *Local Government Act 1995*, with Council's role being to monitor outcomes in relation to CEO performance and accountability to the community.

REASON FOR MOTION

- Recent community perception survey results indicate significant dissatisfaction with the Shire's customer service, communication, transparency, and accountability.
- One of the CEO's adopted Key Performance Indicators is to improve customer service and communication.
- Embedding a simple, consistent customer service survey at the bottom of every outgoing Shire email will provide real-time, measurable data on community satisfaction.
- This approach ensures that all staff communication is accountable and measurable, rather than only selected interactions.
- The data will enable the CEO to identify training needs, monitor service improvements, and address systemic issues.
- Quarterly reporting to Council will allow elected members to fulfil their responsibility to oversee the CEO's performance and ensure the Shire is delivering respectful, professional, and responsive service to its residents.

OFFICER COMMENT

At the 15 July 2025 Ordinary Council Meeting, Council set the below CEO (Key Performance Indicator) KPI:

2.2 Deliver a Contemporary Customer Service Framework and Charter

By June 2026, develop a comprehensive Customer Service Framework for the Shire, including a refreshed Customer Service Charter, clear service standards, updated tools and templates, and a roadmap for future improvements. This work will lay the foundation for consistent and high-quality service delivery across all customer touchpoints.

- *Conduct a review of the existing Customer Service Charter and service standards.*
- *Develop a refreshed Customer Service Charter reflecting current best practice and community expectations.*
- *Draft a Shire-wide Customer Service Framework, outlining key principles, service benchmarks, communication protocols, and staff responsibilities.*
- *Create a detailed implementation roadmap, including timelines, roles, training needs, and system considerations.*
- *Audit and standardise customer-facing templates and processes to improve clarity and consistency.*
- *Establish baseline data on customer complaints and service requests to enable future performance monitoring.*
- *Undertake a review of the available CRM system to assess whether it supports the future framework and is financially viable.*

Council's governing role includes providing strategic direction to the CEO, which it has done by setting a reasonable measurable key performance indicator.

Cr Stewart's motion does not respect the separation of the Council's governing role and the CEO's executive role (as detailed under Section 2.7(3) of the *Local Government Act 1995*), and it essentially seeks to provide a direct instruction to the CEO as to how to manage the Shire's operations. The establishment of baseline data is mentioned as part of the CEO KPI. The CEO should be assessed after June 2026 on the progress the CEO has made towards achieving the KPI and meeting strategic targets.

This motion should not be supported. Whilst the idea has merit and may be implemented by the CEO, this sort of motion demonstrates a lack of trust in the CEO's ability to undertake his duties and deliver upon his KPI's without Council having to intervene to dictate what actions must be taken. Such intervention is not good practice or in line with the intent of the legislation.

RISK IMPLICATIONS

There are no risks associated with not supporting the motion as a strategic direction has already been set.

The risk of supporting the motion is that it sets a precedent that Council is intent on directing operational matters/actions.

STATUTORY/LOCAL LAW IMPLICATIONS

Local Government Act 1995

Part 2 Constitution of local government

Division 2 Local governments and council of local governments

Section 2.7 Role of council

- (1) The council governs the local government's affairs and, as the local government's governing body, is responsible for the performance of the local government's functions.*
- (2) The council's governing role includes the following —*
 - (a) overseeing the allocation of the local government's finances and resources;*
 - (b) determining the local government's policies;*
 - (c) planning strategically for the future of the district;*
 - (d) determining the services and facilities to be provided by the local government in the district;*
 - (e) selecting the CEO and reviewing the CEO's performance;*
 - (f) providing strategic direction to the CEO.*
- (3) 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.*

Part 5 Administration

Division 4 Local government employees

5.41. Role of CEO

- (1) The CEO, as the local government's chief executive officer, is responsible for managing the local government's administration and operations.*
- (2) The CEO's executive role includes the following —*
 - (a) causing council decisions to be implemented;*
 - (b) managing the provision of services and facilities that the council has determined the local government is to provide in the district;*
 - (c) determining procedures and systems for —*
 - (i) implementing the local government's policies as determined by the council; and*
 - (ii) otherwise managing the local government's administration and operations;*
 - (d) being responsible for the employment, management, supervision, direction and dismissal of other employees (subject to section 5.37(2) in relation to senior employees);*

- (e) ensuring that records and documents of the local government are properly kept for the purposes of this Act and any other written law.*
- (3) The CEO is the council's principal advisor and, as such, does the following –*
 - (a) advises, and procures advice for, the council in relation to the local government's affairs and the performance of the local government's functions;*
 - (b) ensures that the council has the information and advice it needs to make informed and timely decisions.*
- (4) The CEO –*
 - (a) liaises with the mayor or president on the local government's affairs and the performance of the local government's functions; and*
 - (b) speaks on behalf of the local government if the mayor or president agrees.*
- (5) The CEO performs any other function specified or delegated by the local government or imposed under this Act or another written law as a function to be performed by the CEO.*

POLICY IMPLICATIONS

Shire of Gingin Customer Service Charter – currently under review as part of the CEO's KPI.

BUDGET IMPLICATIONS

There will be budgetary and resource implications related to implementing a survey system of this type.

STRATEGIC IMPLICATIONS

Not applicable.

VOTING REQUIREMENTS - SIMPLE MAJORITY

COUNCILLOR MOTION

That Council resolve to:

- 1. Direct the Chief Executive Officer to investigate and implement an appropriate customer service feedback system, to be integrated with all outgoing Shire email correspondence, ensuring that every email sent by staff, administration, HOD's or the CEO includes a customer service survey link.**

2. Notes that the survey is to include measures such as:
 - Whether the staff member resolved the enquiry in that email;
 - Ratings (1–5) of politeness, helpfulness, professional communication, and overall satisfaction with the staff member’s service; and
 - A requirement that every single instance of email communication is measurable, thereby capturing feedback across the entirety of staff-resident interactions.
3. Requires that the feedback system be capable of providing:
 - Aggregated results by department and service area;
 - Appropriate attribution to enable the Chief Executive Officer to monitor, manage and improve customer service standards within the Administration; and
 - Quarterly reporting to Council on overall results and trends, for the purpose of assessing the Chief Executive Officer’s performance against Key Performance Indicators relating to customer service, communication, and community satisfaction.
4. Confirms that the implementation of the system is to be managed by the Chief Executive Officer, in line with his statutory responsibilities under section 5.41 of the *Local Government Act 1995*, with Council’s role being to monitor outcomes in relation to CEO performance and accountability to the community.

17.2 CR STEWART - SHIRE OF GINGIN TOURISM AND COMMUNITY EVENTS COMMITTEE

File	GOV/19
Author	Scott Wildgoose - Chief Executive Officer
Reporting Officer	Scott Wildgoose - Chief Executive Officer
Refer	Nil
Appendices	Nil

DISCLOSURES OF INTEREST

PURPOSE

To address a Motion submitted by Cr Stewart in relation to the establishment of a Shire of Gingin Tourism and Events Committee.

COUNCILLOR MOTION

That Council resolve to develop and implement a “Shire of Gingin Tourism and Community Events Committee”.

REASON FOR MOTION

I specifically request this be established as a committee to ensure that members of the public can attend the committee meetings, to provide input at the meetings held by this new committee. This will ensure the committee has some statutory weight behind it to make recommendations to council to resolve matters of importance to boost tourism within the shire and provide quality, community focused and beneficial events that are advertised properly to attract more people to our towns. I request that this committee also be responsible for considering, and re-implementing the food truck vendors to attend Gingin, Lancelin and other coastal towns on a regular basis to provide alternative meal options for our residents and to promote tourism within the shire of Gingin. Tourism, community events and the food trucks have been regular points raised by the community, including in the perception survey, that council can and should do better on. This also gives our community a voice in how our tourism campaign is run.

I request council discuss this committee's members to include at least 4 community members and 2-3 councillors, the shires events manager, as well as an invitation to tourism industry experts to sit on the committee.

The reason for my motion is that tourism is an area which the shire of Gingin has been lacking on to date. Our lack of proactiveness, community engagement and willingness to initiate a budgeted tourism campaign and collaborate with other shires, tourism WA and other tourism organisations has left the shire of Gingin in the dark.

Tourism is a CEO KPI and both 2.7 and 2.10 of the LG Act provide provisions for councillors to ensure tourism is one of our priorities. We have a wonderful, hardworking and extremely qualified network of community organisations within the shire of Gingin that would make wonderful committee members to steer a new tourism campaign in the right direction for our shire, whilst eliminating some of the workload from shire staff and the administration.

OFFICER COMMENT

The Shire is currently in the midst of a major review of its Strategic Community Plan, and as such it would make more sense to reserve setting resource allocations towards strategic objectives until future strategic objectives are confirmed. It is noted that visitor attraction and events are a focus area in the current Strategic Community Plan but haven't been actively developed into a specific purpose strategy/plan or resourced to deliver a particular outcome.

Tourism is not a CEO KPI.

Sections 2.7 and 2.10 of the *Local Government Act 1995* which set out the respective roles of Council and Councillors do not mention tourism.

The Council may determine that tourism is a strategic priority and as such resource the CEO to develop a Tourism/Area Promotion Plan, but this has never occurred, and the Shire currently has no budgetary allocation or resources allocated directly towards tourism endeavours.

There seems to be no need to establish any form of group or entity around events. The Shire's main focus is on capacity building within the community and supporting groups to deliver events. The Shire only runs a smaller number of events and Council has not resourced the administration to drive and deliver a large number of events across the district, this would also be counter to the fantastic work undertaken by a range of community organisations. Generally, delivering projects and events is an operational function of the Shire and isn't relevant for the scope of a committee.

The *Local Government Act 1995* (the Act) establishes a clear division of roles: under section 2.7, the Council governs the local government's affairs and determines its policies, and under section 5.41, the CEO manages day-to-day operations and implements Council's decisions.

Committees, as established under section 5.8, are formal governance mechanisms to assist the Council with its legislative powers and duties. They operate under statutory rules for membership, quorum, and meetings, and may exercise delegated authority under sections 5.16–5.17. Essentially, the legislative intent is that committees assist Council with performing its functions as outlined in s.2.7 of the Act. The Act does not intend to provide the power for Council to form committees for administrative or operational matters. This legislative design intentionally prevents elected members from encroaching on the CEO's management functions.

The Department of Local Government's Guide to Council and Committee Meetings (2025) reinforces that committees should be used only where formal decision-making or statutory governance oversight is required. Informal advisory, reference or working groups are the recommended alternative to ensure flexibility and community engagement without invoking the full compliance burden of the Act.

As such the establishment of a Tourism and Community Events Committee is not consistent with the intent of the *Local Government Act 1995* and should not be supported.

A tourism reference group may be of value but would be an operational group and would be dependent upon Council setting tourism as a strategic priority, developing a tourism plan and allocating appropriate resources towards tourism endeavours. This all likely requires more strategic thought beyond the directive of this motion.

Council currently have a discussion paper from the CEO regarding all of its advisory groups and this form of strategic discussion regarding potential new advisory groups could be introduced as part of the Concept Forum on this topic.

If Council really want to make major inroads in the tourism space, then they should provide resources in the 2026/2027 annual budget for the employment of an Economic Development/Tourism Officer, and the development of an Economic Development/Tourism/Visitor Attraction Plan for the district.

RISK IMPLICATIONS

Establishing a committee or advisory or reference group without appropriate resourcing or strategic intent is counter-intuitive and will likely lead to frustration.

STATUTORY/LOCAL LAW IMPLICATIONS

Local Government Act 1995

Part 2 Constitution of local government

Division 2 Local governments and council of local governments

Section 2.7 Role of council

- (1) *The council governs the local government's affairs and, as the local government's governing body, is responsible for the performance of the local government's functions.*
- (2) *The council's governing role includes the following –*
 - (a) *overseeing the allocation of the local government's finances and resources;*
 - (b) *determining the local government's policies;*

- (c) *planning strategically for the future of the district;*
 - (d) *determining the services and facilities to be provided by the local government in the district;*
 - (e) *selecting the CEO and reviewing the CEO's performance;*
 - (f) *providing strategic direction to the CEO.*
- (3) *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.*

Part 5 Administration

Division 2 Council meetings, committees and their meetings and electors' meetings

Section 5.8. Establishment of committees

A local government may establish* committees of 3 or more persons to assist the council.

* Absolute majority required.

Note for this section: A local government may delegate powers and duties to a committee under section 5.16

5.41. Role of CEO

- (1) *The CEO, as the local government's chief executive officer, is responsible for managing the local government's administration and operations.*
- (2) *The CEO's executive role includes the following –*
 - (a) *causing council decisions to be implemented;*
 - (b) *managing the provision of services and facilities that the council has determined the local government is to provide in the district;*
 - (c) *determining procedures and systems for –*
 - (i) *implementing the local government's policies as determined by the council; and*
 - (ii) *otherwise managing the local government's administration and operations;*
 - (d) *being responsible for the employment, management, supervision, direction and dismissal of other employees (subject to section 5.37(2) in relation to senior employees);*
 - (e) *ensuring that records and documents of the local government are properly kept for the purposes of this Act and any other written law.*
- (3) *The CEO is the council's principal advisor and, as such, does the following –*
 - (a) *advises, and procures advice for, the council in relation to the local government's affairs and the performance of the local government's functions;*

- (b) *ensures that the council has the information and advice it needs to make informed and timely decisions.*
- (4) *The CEO –*
- (a) *liaises with the mayor or president on the local government's affairs and the performance of the local government's functions; and*
 - (b) *speaks on behalf of the local government if the mayor or president agrees.*
- (5) *The CEO performs any other function specified or delegated by the local government or imposed under this Act or another written law as a function to be performed by the CEO.*

POLICY IMPLICATIONS

Not applicable

BUDGET IMPLICATIONS

Establishing a committee with tourism and events objectives will likely incur unbudgeted expenses but at this stage it is an unknown.

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2024-2034

Aspiration	1. Attractions & Economy - Actively Pursue Tourism and Economic Development
Strategic Objective	1.3 Attractions and Events - Host/support iconic community events and attractions that will entice residents and visitors throughout the year.

VOTING REQUIREMENTS - SIMPLE MAJORITY

COUNCILLOR MOTION

That Council resolve to develop and implement a “Shire of Gingin Tourism and Community Events Committee”.

17.3 CR STEWART - ASSESSMENT OF CURRENT COUNCIL COMMITTEES AND WORKING GROUPS

File	GOV/19
Author	Scott Wildgoose - Chief Executive Officer
Reporting Officer	Scott Wildgoose - Chief Executive Officer
Refer	Nil
Appendices	Nil

DISCLOSURES OF INTEREST

PURPOSE

To address a Motion submitted by Cr Stewart in relation to assessment of the Shire's current committees and working groups.

COUNCILLOR MOTION

That Council resolve that all current council committees and current working groups be re-assessed and debated by council to re-evaluate and decide which committees and working groups should remain as they currently are or be reclassified as a committee or working group.

REASON FOR MOTION

The key differences between Committees and working groups are that a committee and the decisions within that committee have lawful standing, transparency requirements (allowing public to attend meetings), and delegated authority under the Local Gov Act whilst working groups are informal, advisory bodies with no statutory authority or delegated powers that are predominately used as a brainstorming group to review matters before council. Working group meetings are held in private with the public not in attendance. The previous CEO and Council changed some of our committees to working groups which reduced transparency between these groups and our communities. Our community has set a clear mandate (community perception survey) that they want a shire that is more transparent and accountable and they want to be part of decision-making processes. All currently elected councillors and candidates campaigned on these key issues and this is a step in the right decision to get community more involved in council decisions whilst giving them a formal voice in our direction and policy. If we re-establish as many working groups back to committees as possible, it will allow members of the public to attend the committee meetings whilst providing input for formal resolutions to be made in council.

Under the Local Government Act, Committees must be formally created by a resolution of council. There are standing committees and its members such as the Audit committee, which are required to remain committees under the act. There are also special committees that are time limited and which are resolved by council to provide input to council. These committees have delegated authority under S5.16 of the act meaning they can make binding decisions on behalf of council (within limits set by council). committee meetings must comply with our Shire of Gingin Regs and meeting procedure laws, notice requirements, agendas, produce minutes and be open to members of the public unless closed for specific reasons under S5.23 of the act. There is more accountability for committee members and the decisions are recorded in formal minutes and reported to council which members of the public can access. In short, Committees are a statutory, transparent delegated lawful decision-making process that gives members of the community a voice in council decisions.

Working Groups are informal bodies and not delegated under the act. They are usually created internally by resolution of council or informally by the CEO, with council members sitting as working group members to assist in decision making and discussions. The nature of a working group is advisory only and the membership can be flexible to include staff, community members and industry experts. The meetings are not bound by the Act and there is "No public notice, minutes or formal procedures", often operating more like a round table. A working Group cannot exercise council's functions under the Act and can only provide recommendations to council. Since a working group is not statutory, they don't have the same accountability or openness obligations as committees and they are not required to allow members of the public to attend meetings or provide input.

OFFICER COMMENT

Committees, as established under section 5.8 of the *Local Government Act 1995*, are formal governance mechanisms to assist the Council with its legislative powers and duties.

The Shire's existing working groups do not engage in activities that would generally be defined under the remit of a Council function. Asset management, service delivery and projects are executive functions of the CEO/administration, and in general the current working groups feed into these executive functions or provide inputs towards Council's strategic planning function.

There seems to be no value to be gained from transitioning the existing groups to committees and to some extent to do so would be counter to the intent of the legislation.

The existing Council advisory/working groups are:

- Aged Housing and Care Service Provision Advisory Group;
- Coastal Erosion Advisory Group;

- Guilderton Caravan Park and Foreshore Development Advisory Group;
- Guilderton Foreshore Development Working Group;
- Medical Facilities Advisory Group;
- Plant Advisory Group;
- Reconciliation Action Plan Working Group; and
- Upper Coastal Sporting Facilities Working Group.

Council is aware of a CEO Discussion Paper relating to all of the above groups and potential strategic realignments, with a Council report on this matter being developed for the December Ordinary Council Meeting. As such, responding to this Notice of Motion positively does not provide for a best value strategic outcome and it is recommended that the Council vote against it and discuss the CEO's discussion paper and await a full officer report in December.

RISK IMPLICATIONS

The motion is somewhat ambiguous. It doesn't go as far as making a recommendation for each group, more that each group should be debated as to whether it should be a committee or not. Supporting this type of motion and unstructured debate is risky.

STATUTORY/LOCAL LAW IMPLICATIONS

Local Government Act 1995

Part 2 Constitution of Local Government

Division 2 Local governments and councils of local governments

Section 2.7. Role of council

- (1) *The council governs the local government's affairs and, as the local government's governing body, is responsible for the performance of the local government's functions.*
- (2) *The council's governing role includes the following —*
 - (a) *overseeing the allocation of the local government's finances and resources;*
 - (b) *determining the local government's policies;*
 - (c) *planning strategically for the future of the district;*
 - (d) *determining the services and facilities to be provided by the local government in the district;*
 - (e) *selecting the CEO and reviewing the CEO's performance; and*
 - (f) *providing strategic direction to the CEO.*

- (3) *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; and*
 - (b) *it is important that the council respects that separation.*

Part 5 Administration

Division 2 Council meetings, committees and their meetings and electors' meetings

Section 5.8. Establishment of committees

A local government may establish* committees of 3 or more persons to assist the council.

*Absolute majority required.

Note for this section: A local government may delegate powers and duties to a committee under section 5.16.

Section 5.41. Role of CEO

- (1) *The CEO, as the local government's chief executive officer, is responsible for managing the local government's administration and operations.*
- (2) *The CEO's executive role includes the following –*
- (a) *causing council decisions to be implemented;*
 - (b) *managing the provision of services and facilities that the council has determined the local government is to provide in the district;*
 - (c) *determining procedures and systems for –*
 - (i) *implementing the local government's policies as determined by the council; and*
 - (ii) *otherwise managing the local government's administration and operations;*
 - (d) *being responsible for the employment, management, supervision, direction and dismissal of other employees (subject to section 5.37(2) in relation to senior employees);*
 - (e) *ensuring that records and documents of the local government are properly kept for the purposes of this Act and any other written law.*
- (3) *The CEO is the council's principal advisor and, as such, does the following –*
- (a) *advises, and procures advice for, the council in relation to the local government's affairs and the performance of the local government's functions;*
 - (b) *ensures that the council has the information and advice it needs to make informed and timely decisions.*

- (4) *The CEO –*
- (a) *liaises with the mayor or president on the local government's affairs and the performance of the local government's functions; and*
 - (b) *speaks on behalf of the local government if the mayor or president agrees.*
- (5) *The CEO performs any other function specified or delegated by the local government or imposed under this Act or another written law as a function to be performed by the CEO.*

POLICY IMPLICATIONS

Not applicable.

BUDGET IMPLICATIONS

Not applicable.

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2024-2034

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

VOTING REQUIREMENTS - SIMPLE MAJORITY

COUNCILLOR MOTION

That Council resolve that all current council committees and current working groups be re-assessed and debated by council to re-evaluate and decide which committees and working groups should remain as they currently are or be reclassified as a committee or working group.

17.4 CR STEWART - USE OF GLYPHOSATE

File	GOV/6-11
Author	Becky Dorloff – EA to Executive Manager Operations and Assets
Reporting Officer	Ruth March - Executive Manager Operations and Assets
Refer	Nil
Appendices	1. Australian Government fact sheet-glyphosate [17.4.1 - 1 page] 2. WALGA Benefits and Limitations of Weed Control Methods – Fact – Sheet-2023 [17.4.2 - 1 page]

DISCLOSURES OF INTEREST

PURPOSE

To address a Motion submitted by Cr Stewart regarding the phasing out and banning of glyphosate in the Shire of Gingin.

COUCILLOR MOTION

That Council:

1. Acknowledges the growing body of scientific evidence that glyphosate-based herbicides pose significant risks to human health, biodiversity, livestock, domestic pets, and the broader environment.
2. Notes that glyphosate is currently used by Shire staff, contractors, Main Roads and residents across a range of public land including roadsides, parks, bushland reserves, school zones, and waterways such as Moore River and Gingin Brook. It is also recognized that glyphosate is used for agricultural weed management by several farmers on their private properties within our shire.
3. Recognizes its duty of care to protect the community, environment, and future generations from foreseeable harm, and to reduce the Shire's exposure to liability associated with the ongoing use of hazardous chemicals.
4. Resolves to:
 - a. Phase out all use of glyphosate by Shire staff, contractors and main roads within the Shire of Gingin within 6 months.

- b. Trial and implement safer, environmentally friendly alternatives including steam weeding, pine oil, pelargonic acid, acetic based (vinegar) herbicides, flame weeding, and mechanical or manual control methods.
- c. The shire draft a Policy: “Eliminating Glyphosate Use in the Shire of Gingin”
- d. Support local landholders with education and resources to assist voluntary transition away from glyphosate use.
- e. Include glyphosate-free criteria in all relevant procurement and contractor documents from January 2026 onward; and
- f. Formally advocate to State Government for increased support and guidance for rural and regional local governments in reducing chemical dependencies.
- g. Advocate to the Avon Midland zone and neighboring shires to collaborate a zone wide phase out of glyphosate used by all shires, contractors and Main roads within the zone within 6 months, and a total phase out and total glyphosate ban on private properties within 24 months.

REASON FOR MOTION

As a Councillor of the Shire of Gingin, I submit this motion in response to strong public health research, international precedents, and increasing community concern about the continued use of glyphosate-based herbicides on public and private land.

- The World Health Organization’s International Agency for Research on Cancer has classified glyphosate as a *probable human carcinogen*.
- Repeated studies have linked glyphosate exposure to non-Hodgkin’s lymphoma, kidney and liver disease, reproductive issues, and neurodevelopmental harm.
- Wildlife and livestock are exposed through contaminated forage, groundwater, and run-off into sensitive ecosystems such as the Moore River system, Gingin Brook, and coastal wetlands.

Over 50 local governments across Australia and internationally have banned or restricted glyphosate use, including:

- City of Fremantle (WA) – total ban on glyphosate use in parks and public places
- City of Stirling (WA) – extensive restrictions and alternatives adopted
- Melbourne City Council (VIC), Byron Bay (NSW), and Noosa (QLD) – phased bans and education campaigns

As elected representatives, we are entrusted to act in accordance with the Local Government Act 1995 (WA), the Environmental Protection Act 1986 (WA), and State Planning Policy 2.9 (Water Resources). We are bound by our duty of care to reduce harm, protect the environment, and ensure the responsible stewardship of land and public health.

OFFICER COMMENT

Background

Glyphosate is an organophosphorus compound widely used for weed control that kills growing plants by blocking synthesis of enzymes. It interferes with the shikimate pathway, used by plants to produce some amino acids.

Glyphosate is absorbed through foliage and transported to growing leaves. Animals lack the shikimate pathway, obtaining these amino acids in the foods they eat. This means glyphosate cannot harm people or animals in the way it harms plants.

Use of Glyphosate by the Shire

As a rural local government, the Shire of Gingin is responsible for maintaining extensive road verges, reserves, firebreaks, and waterways. Weed proliferation poses well-documented risks, including:

- heightened fire fuel loads;
- blocked drainage infrastructure;
- reduced visibility and road safety concerns;
- habitat loss caused by invasive species; and
- biodiversity displacement.

The Shire uses glyphosate for weed control as it effectively maintains weeds in areas under our management. The APVMA, which is the national regulator for agricultural chemicals, has approved products containing glyphosate which have all been through a robust chemical assessment process and are safe for use when used as per label instructions.

Glyphosate formulations used near waterways are specifically designed for aquatic safety.

Shire staff are trained in chemical safety and use and are provided with the required protective personal equipment (PPE) needed when using any chemical.

Other options such as steam, smothering and organic options are not cost effective at this stage given the large areas the Shire needs to maintain. Additionally, hand removal of weeds is conducted in our flower beds which reduces the reliance on chemical use.

There is a process for those residents who would like to opt out of the Shire using glyphosate on their verges and this involves residents contacting the Shire on an annual basis to be included in the 'no spray register'. The Shire then erects batons indicating that the verge is in a no spray area.

In 2023, WALGA developed a fact sheet outlining the benefits and limitations of various weed control methods to assist local governments in implementing accountable and effective weed management programs. This fact sheet is attached.

Use of Glyphosate throughout the Shire by private or commercial organisations

A review of legislation and Local Laws has been undertaken to consider whether the local government has the ability to dictate whether glyphosate can be banned by a local government.

In summary, local governments cannot legally ban glyphosate because:

- Chemical regulation is a State and Commonwealth responsibility;
- Glyphosate remains legally approved by the APVMA;
- Local laws cannot conflict with higher legislation;
- Local governments have no enforcement or compliance powers;
- Restricting private property use exceeds jurisdiction;
- Such a ban may conflict with biosecurity and bushfire mitigation duties; and
- Legal and economic liabilities could arise.

An advocacy position can be investigated going forward.

RISK IMPLICATIONS

Reputational: Community concern about chemical exposure may lead to criticism if no action is taken.

Financial: Rapid phase-out could create unsustainable costs.

Legal/Statutory: Attempting to regulate private property use would exceed Shire's authority.

STATUTORY/LOCAL LAW IMPLICATIONS

Local Government Act 1995

Agricultural and Veterinary Chemicals Code Act.

POLICY IMPLICATIONS

Nil – potential for creation of a new policy

BUDGET IMPLICATIONS

The Shire currently applies approximately 2,000 litres of glyphosate per year at an annual cost of approximately \$10,000.

The preferred alternative product identified is *Slayer*, which contains 525g/L of nonanoic acid and requires an application rate of seven litres per 1,000 litres of water. This product is non-systemic, less effective than glyphosate, and would require approximately seven times more chemical per application, with treatments needing to be repeated two to three times more frequently to achieve similar control outcomes.

Based on current operational requirements, a single application across the Shire would require approximately 14,000 litres of Slayer at a cost of \$15 per litre, totaling approximately \$210,000 per application. Additional staff resources would also be required to undertake the increased frequency of treatments, further increasing operational costs.

Should the motion be approved the above costs and additional staffing requirements would need to be considered as part of the budget process for the Financial Year 2026/27.

STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2024-2034

Aspiration	2. Connections & Wellbeing - Grow and Nurture Community Connectedness and Wellbeing
Strategic Objective	3.2 Preservation & Management of Endangered Habitats and Coastal and Inland Reserves - Sustainable policy/actions supporting preservation activities.

VOTING REQUIREMENTS - SIMPLE MAJORITY

COUNCILLOR MOTION

That Council:

1. Acknowledges the growing body of scientific evidence that glyphosate-based herbicides pose significant risks to human health, biodiversity, livestock, domestic pets, and the broader environment.
2. Notes that glyphosate is currently used by Shire staff, contractors, Main Roads and residents across a range of public land including roadsides, parks, bushland reserves, school zones, and waterways such as Moore River and Gingin Brook. It is also recognized that glyphosate is used for agricultural weed management by several farmers on their private properties within our shire.
3. Recognizes its duty of care to protect the community, environment, and future generations from foreseeable harm, and to reduce the Shire's exposure to liability associated with the ongoing use of hazardous chemicals.
4. Resolves to:
 - a. Phase out all use of glyphosate by Shire staff, contractors and main roads within the Shire of Gingin within 6 months.
 - b. Trial and implement safer, environmentally friendly alternatives including steam weeding, pine oil, pelargonic acid, acetic based (vinegar) herbicides, flame weeding, and mechanical or manual control methods.
 - c. The shire draft a Policy: "Eliminating Glyphosate Use in the Shire of Gingin"
 - d. Support local landholders with education and resources to assist voluntary transition away from glyphosate use.
 - e. Include glyphosate-free criteria in all relevant procurement and contractor documents from January 2026 onward; and
 - f. Formally advocate to State Government for increased support and guidance for rural and regional local governments in reducing chemical dependencies.
 - g. Advocate to the Avon Midland zone and neighboring shires to collaborate a zone wide phase out of glyphosate used by all shires, contractors and Main roads within the zone within 6 months, and a total phase out and total glyphosate ban on private properties within 24 months.



Australian Government
Australian Pesticides and
Veterinary Medicines Authority

Glyphosate

Safety and use



The simple rule for safe use of agricultural and veterinary chemicals is to read and follow the label instructions.

WHAT IS GLYPHOSATE?

Glyphosate is a weed killer which works on a wide variety of leafy weeds. It doesn't distinguish one weed from another, and it works best after the seed has sprouted.

GLYPHOSATE PRODUCTS IN AUSTRALIA

The Australian Pesticides and Veterinary Medicines Authority (APVMA) continues to monitor any new scientific information about glyphosate and we remain satisfied APVMA approved products containing glyphosate can continue to be used safely according to label directions. The APVMA's position is aligned with other international regulators and the Joint FAO/WHO Meeting on Pesticide Residues, including recent comprehensive reviews of glyphosate conducted by the USA and Canada. More information can be found on our website, apvma.gov.au/node/13891.

WHAT ARE 'LABEL INSTRUCTIONS'?

The safe use of agricultural and veterinary chemicals requires following the label instructions.

All chemical products have instructions for safety and use on the label. The labels are there for your safety and provide practical information on how to use each product. Always read the label instructions and use only as directed.

Products containing glyphosate are safe to use in areas which will be later used by people and animals provided the label instructions are followed. The label instructions will tell you how long people or animals should avoid an area that has been treated—always follow these instructions.

CAN LOCAL COUNCILS STILL USE GLYPHOSATE PRODUCTS?

Yes, provided the products are registered with the APVMA and used according to the label instructions.

The APVMA regulates up to the point of sale (eg through manufacture and to distribution). The decision to use a registered product in public places rests with the relevant local authority. More information about label instructions can be found on our website, apvma.gov.au/node/11041.

THE ROLE OF THE REGULATOR

The APVMA is the Australian Government agency responsible for agricultural and veterinary chemical product registration.

As part of Australia's collaborative regulatory system, the APVMA regulates chemical products up to the point of sale. State and territory governments are responsible for control of use after the point of retail sale.

Before a chemical product can be sold or manufactured in Australia, it must first go through scientific assessment by the APVMA to check its safety and whether it works as expected and claimed by the manufacturer. These checks are designed to protect the health and safety of people, animals and the environment. If a product meets the legislative criteria for safety and efficacy, it is registered for use in Australia.

Should you have evidence an agricultural chemical is not appropriately labelled, or contains contaminants other than those specified in the technical standard, suspected noncompliance can be reported to the APVMA Compliance and Monitoring section by emailing compliance@apvma.gov.au.



MORE INFORMATION



+61 2 6770 2300



APVMA.GOV.AU



ENQUIRIES@APVMA.GOV.AU

This information is current at August 2019 and subject to revision. Please check our website to ensure you are viewing the most recent information.



Benefits and Limitations of Weed Control Treatments

Building the capacity of Local Government to implement accountable and effective weed control programs

The Local Government Herbicide Use and Integrated Weed Management Working Group has collated data from trials of commonly used weed control treatments to share information on cost and effectiveness. Twenty-five Local Governments from across Western Australia participated in the survey. Qualitative ratings (0 low - 5 high) were used to evaluate the efficacy and cost effectiveness of each treatment, and quantitative data was provided on cost per hectare and percentage weed control for up to 42 days following treatment.

Local Governments have trialled a range of weed control treatments, including pre-emergent and post-emergent herbicides, organic herbicides (pine oil, pelargonic and acetic acid), manual, mechanical, suppression and thermal (hot water, steam and solarisation) treatments.

Pre-emergent herbicides have not been widely trialled or adopted for use by Local Government. The most commonly used post-emergent herbicides are glyphosate, fusillade and metsulfuron, which have demonstrated high efficacy and cost effectiveness. Several Local Governments restrict the use of glyphosate to specific areas, including the Town of Bassendean, Shire of Denmark, Town of Mosman Park, City of Joondalup and City of Subiaco.

Organic herbicides showed low to medium effectiveness in controlling weeds, with most products not adopted for ongoing use by Local Government.

The majority of contributing Local Governments have incorporated non-chemical weed control such as manual hand removal, slashing and competitive planting and mulching into their integrated weed control programs. The City of Fremantle reported that manual weed control in bushland areas was beneficial in reducing herbicide use and off-target vegetation damage.

There are 17 Local Governments that have reviewed the use of steam weed treatment. All found that steam weed treatment is a costly option compared with other weed control methods. The City of Joondalup uses steam in conjunction with hot water, which has better ground penetration and lower water use than steam alone. Seven Local Governments have adopted the use of steam as an ongoing treatment in their weed control programs, including the Town of Bassendean, Shire of Bruce Rock, Cities of Fremantle, Joondalup, Perth, South Perth and Subiaco. As this treatments are not selective, application is restricted to specific areas such as garden beds and paved areas to avoid off target damage.

18 COUNCILLORS' OFFICIAL REPORTS

18.1 JOINT INDUCTION NETWORKING PROGRAM

File:	GOV/20-1
Councillor:	Cr Stewart
Report Date:	10 November 2025

Purpose of Attendance

To represent the Shire of Gingin at the Joint Induction Networking Program and to support newly elected Cr David Wilkie in developing inter-shire relationships, gaining exposure to WALGA networks, and understanding the importance of collaboration between local governments.

Summary of Event

I attended the Joint Induction Networking Event with newly elected Cr David Wilkie. The program provided a valuable opportunity to demonstrate the importance of networking and building professional relationships with councillors from other local governments. These connections help identify shared challenges and opportunities for collaboration between shires on matters of regional significance.

I was able to introduce Cr Wilkie to a number of colleagues I have met through the Avon Midland Zone and previous WALGA events, reinforcing the importance of relationship-building and cooperation within our region.

The Department of Local Government, Sport and Cultural Industries (DLGSC) delivered a very informative session outlining the roles and responsibilities of councillors and CEOs, the separation of powers, and the rights of councillors to seek guidance and assistance directly from the Department. Their presentation also provided an excellent overview of the Department's operational structure and its role in supporting local governments.

Nick Sloan from WALGA spoke about the ongoing legislative reforms, WALGA's advocacy priorities, and the organisation's continued support for councillors in navigating their statutory responsibilities under the Local Government Act and Regulations.

The Public Sector Commission delivered an excellent briefing on corruption, serious misconduct, and misconduct—clearly defining the distinctions between each category. They explained that their primary role is to investigate matters involving public sector employees (including local government CEOs and Rangers) and described how they collaborate closely with oversight bodies such as the Ombudsman's Office, the CCC, DLGSC, and the WA Police.

A presentation from Regional Development Australia (RDA) Wheatbelt highlighted the organisation's ability to assist local community groups, small businesses, not-for-profit organisations, and students in identifying and applying for grants. They also outlined available support for local tourism and regional development initiatives. I encourage any community group seeking funding opportunities to contact the RDA Wheatbelt office located in Gingin.

The event was very well run and provided a valuable learning and networking opportunity. The Shire of Toodyay provided a wonderful lunch and hospitality, as they always do.

19 NEW BUSINESS OF AN URGENT NATURE

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

OFFICER RECOMMENDATION

That Council move into a Confidential Session to discuss Items 20.1, 20.2 and 20.3.

20.1 VARIATION TO TURF MAINTENANCE CONTRACT

File	COR/40-022025
Author	Danica Todd – Technical Officer Assets & Procurement
Reporting Officer	Ruth March - Executive Manager Operations and Assets
Refer	OCM 20 May 2025 – Item 19.1
Appendices	Nil

Reasons for Confidentiality

This report is confidential in accordance with Section 5.23(2) of the *Local Government Act 1995* which permits the meeting to be closed to the public for business relating to the following:

- c. a contract entered into, or which may be entered into, by the local government and which relates to a matter to be discussed at the meeting;

20.2 WASTE SERVICES CONTRACT

File	WST/3
Author	Becky Dorloff - EA to Executive Manager Operations and Assets
Reporting Officer	Ruth March - Executive Manager Operations and Assets
Refer	Nil
Appendices	1. Waste Services Tender Evaluation Report 18 November 2025 [19.2.1 - 40 pages]

Reasons for Confidentiality

This report is confidential in accordance with Section 5.23(2) of the *Local Government Act 1995* which permits the meeting to be closed to the public for business relating to the following:

- c. a contract entered into, or which may be entered into, by the local government and which relates to a matter to be discussed at the meeting;

20.3 COMMUNITY CITIZEN OF THE YEAR AWARDS 2026

File	REC/5
Author	Andi Dackins - Coordinator Community Development & Services
Reporting Officer	Scott Wildgoose - Chief Executive Officer
Refer	Nil
Appendices	1. Nomination 1 - Citizen of the Year Award [19.3.1 - 3 pages] 2. Nomination 2 - Citizen of the Year Award [19.3.2 - 3 pages] 3. Nomination 3 - Citizen of the Year Award [19.3.3 - 3 pages] 4. Nomination 4 - Citizen of the Year Award [19.3.4 - 3 pages] 5. Nomination 5 - Citizen of the Year Award [19.3.5 - 3 pages] 6. Nomination 6 - Citizen of the Year Award [19.3.6 - 3 pages] 7. Nomination 7 - Citizen of the Year Award [19.3.7 - 3 pages] 8. Nomination 1 - Citizen of the Year Award - Over 65 years of age [19.3.8 - 3 pages] 9. Nomination 2 - Citizen of the Year Award - Over 65 years of age [19.3.9 - 3 pages] 10. Nomination 3 - Citizen of the Year Award - Over 65 years of age [19.3.10 - 3 pages] 11. Nomination 4 - Citizen of the Year Award - Over 65 years of age [19.3.11 - 4 pages] 12. Nomination 5 - Citizen of the Year Award - Over 65 years of age [19.3.12 - 3 pages] 13. Nomination 1 - Citizen of the Year Award - Under 30 years of age [19.3.13 - 3 pages] 14. Nomination 1 - Citizen of the Year Award - Under 30 years of age [19.3.14 - 4 pages] 15. Nomination 1 - Active Citizen of the Year Award for Group or Event [19.3.15 - 3 pages] 16. Nomination 2 - Active Citizen of the Year Award for Group or Event [19.3.16 - 3 pages] 17. Nomination 3 - Active Citizen of the Year Award for Group or Event [19.3.17 - 3 pages] 18. Nomination 4 - Active Citizen of the Year Award for Group or Event [19.3.18 - 3 pages] 19. Nomination 5 - Active Citizen of the Year Award for Group or Event [19.3.19 - 3 pages]

20. Nomination 6 - Active Citizen of the Year Award for Group or Event [19.3.20 - 3 pages]

Reasons for Confidentiality

This report is confidential in accordance with Section 5.23(2) of the *Local Government Act 1995* which permits the meeting to be closed to the public for business relating to the following:

- b. the personal affairs of any person;

OFFICER RECOMMENDATION

That the meeting be re-opened to the public.

21 CLOSURE