



Shire of Lake Grace

28 May 2025

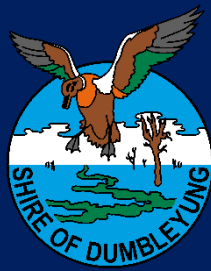
Ordinary Council Meeting

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Lakes Combined Local Emergency Management Committee

Shire of Dumbleyung
Shire of Kent
Shire of Lake Grace

Meeting Minutes

27 March 2025

Meeting Commencing at 11:00AM

Shire of Dumbleyung Council Chambers

32 Harvey Street

Dumbleyung

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Acknowledgement of Country

I wish to acknowledge the traditional Custodians of the land on which we meet today and pay my respects.

I extend that respect to Aboriginal and Torres Strait Islander peoples here today.

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Shires of Dumbleyung, Kent and Lake Grace

Minutes of the Lakes Local Emergency Management Committee Meeting held at the Shire of Dumbleyung Council Chambers, 32 Harvey Street, Dumbleyung on Thursday, 27 March 2025.

Emergency Management Act 2005

39. Functions of local emergency management committees

- a) to advise and assist the local government in ensuring that local emergency management arrangements are established for its district;
- b) to liaise with public authorities and persons in the development, review and testing of local emergency management arrangements;
- c) to carry out other emergency management activities as directed by the SEMC or prescribed by the regulations.

1. OPENING

The Chairperson opened the Meeting at 11.02AM.

2. ATTENDANCE AND APOLOGIES

Attendees:

Name	Role	Agency
Amy Knight	Shire President, Chairperson	Shire of Dumbleyung
Gavin Treasure	Chief Executive Officer	Shire of Dumbleyung
Alan George	Chief Executive Officer	Shire of Lake Grace
Len Armstrong	Shire President	Shire of Lake Grace
Ethan Giacomel	Assistant Operations Officer	DBCA
Brett Dew	Team Leader	Western Power
Brad Slater	Director	Krisis Consultancy
Dave Atkins	Sergeant	WAPF – Dumbleyung
Charlotte Powis	DEMA	DFES
Christie Smith	Chief Executive Officer	Shire of Kent
David Bentley	D/CEO – Local Recovery Coordinator	Shire of Kent
Aimee Turnball	Community Development Officer	Shire of Lake Grace
Michelle Bamiss	Community Paramedic	St John Ambulance
Ryan Sutherland	CESM	Combined Shires
Todd Gray	Chief Bush Fire Control Officer	Shire of Dumbleyung
Zoey Eyre	Governance & Compliance Officer	Shire of Dumbleyung
David Howard	Emergency Management	Red Cross
Aaron Woodbridge	Deputy Chief Executive Officer	Shire of Lake Grace
Wade Bambling	Sergeant	WAPF – Lake Grace
Felicity Htun	Health Service Manager	Shire of Dumbleyung
Jo Spadaccini	District Regional Officer	Department of Communities
Lisa Pearce	Health Service Manager	Shire of Lake Grace

Apologies:

[illegible]

Administrative Support Officer (minute taker): Zoey Ayre

3. DISCLOSURE OF INTERESTS

Identify real, perceived or potential conflicts of interest experienced by any member in relation to the items on the agenda.

Conflicts of interest should be declared and if possible, brought to the attention of the chairperson prior to the meeting to determine an appropriate way to manage the relevant conflict.

4. CONFIRMATION OF MINUTES

RECOMMENDATION / RESOLUTION

Moved: Gavin Treasure

Seconded: Ryan Sutherland

That the Minutes of the Shire of Dumbleyung Local Emergency Management Committee Meeting held on Wednesday 11 September 2024 be confirmed as a true record of proceedings

RECOMMENDATION / RESOLUTION

Moved: Christie Smith

Seconded: David Bentley

That the Minutes of the Shire of Kent Local Emergency Management Committee Meeting held on Tuesday 05 November 2024 be confirmed as a true record of proceedings

RECOMMENDATION / RESOLUTION

Moved: Len Armstrong

Seconded: Alan George

That the Minutes of the Shire of Lake Grace Local Emergency Management Committee Meeting held on Thursday 31 October 2024 be confirmed as a true record of proceedings

5. GUEST PRESENTATIONS

Nil.

6. REVIEW OF ACTION LIST AND BUSINESS ARISING

	ACTION	RESPONSIBILITY	STATUS
LOCAL EMERGENCY MANAGEMENT ARRANGEMENTS	Review and Draft.	Krisis Consultancy	Ongoing
		Shire Administration	
		CESM	
LOCAL RECOVERY PLAN	Review and Draft.	Krisis Consultancy	Ongoing
		Shire Administration	
		Local Recovery Coordinator	
RISK REGISTER	Review and Draft.	CESM	Ongoing
		Krisis Consultancy	
		Shire Administration	
		CESM	

*Existing action lists for the Shire of Dumbleyung (LEMC Minutes, 11 September 2024, para 4.2) and Shire of Lake Grace (LEMC Minutes, 31 October 2024, section 6.0), other than those identified above, may be addressed in General Business.

Comment – Brad Slater, Krisis Consultancy:

Local Emergency Management Arrangements & Risk Register – In process of making relevant to all 3 LG's. Currently, the risk register is being informed via community workshops, details will be used to develop and will then be sent back to LEMC for consideration and input.

Local Recovery Plan – next steps to be undertaken but need to understand risks as first steps, report show milestones to be achieved.

7. CORRESPONDENCE

7.1 Correspondence In

- 1) Michael Philips (Regional Coordinator - Regional Preparedness and Coordination, Emergency Relief and Support), Department of Communities, regarding the Shires of Dumbleyung and Lake Grace; Narrogin Local Emergency Relief and Support Plan (LERSP) (November 2024) (Attachment 3).
- 2) Brad Slater (Consultant), Krisis Consultancy, regarding the Shires of Dumbleyung, Kent and Lake Grace Combined Local Emergency Management Arrangement; Project Status Report – Q2024001A – FEB25 (Attachment 4).
- 3) Jo Spadaccini (District Regional Officer - Regional Preparedness and Coordination, Emergency Relief and Support), Department of Communities, regarding the

Emergency Relief and Support LEMC Report for Distribution (see agency/member reports)

7.2 Correspondence Out

Nil.

7.3 Information Tabled

Nil.

8. LOCAL EMERGENCY MANAGEMENT (STANDING ITEMS)

8.1 Post Incident Reports

Nil.

8.2 Post Exercise Reports

Nil.

8.3 Exercise

Krisis Consultancy (Mr Brad Slater): 30 October 2025 – Combined LEMC – Local Emergency Management Arrangement Exercise. Exercise to be scoped and sent to LEMC for approval.

9. AGENDA ITEMS

9.1 Review of Terms of Reference

The Local Emergency Management Committee Handbook (State Emergency Management Committee Business Unit, October 2023, para 2.6.2) recommends that “a Terms of Reference is established for each LEMC to provide members with a common understanding of how the meetings will be administered under the EM Act.”

As a committee of local government, the Committee may endorse Terms of Reference for its’ governance to the Councils of the Shires of Dumbleyung, Kent and Lake Grace. However, a LEMC is not administered under the *Local Government Act 1995* (WA) (State Emergency Management Committee Business Unit, October 2023, para 2.6.2); though, the Act may assist in guiding the management of the Committee.

The Committee considered Attachment 1: Lakes Combined Local Emergency Management Committee Terms of Reference (draft).

It was determined that the Committee:

1. review the Terms of Reference and include the document for tabling at the next LEMC meeting.
2. Remove the word ‘Advise’ under 6.0 Duties & Responsibilities in the Terms of Reference.
3. contacts list include internet providers for the local government areas, including Crisp Wireless, FSG, NBN CO, Telstra, and Kukerin General Store and The Kukerin Community Hub.

4. Review and determine the LEMC voting and non-voting members.

9.2 LEMC Membership Review

The Committee reviewed “Schedule 01 – Membership” of Attachment 1. Confirmation of Schedule 01 will be used to confirm the LEMC Contacts List (confidential document).

9.3 LEMC Contact List (Members in Attendance)

The Committee reviewed and amended the contacts list for all members in attendance.

9.4 LEMC Business Plan

The Committee reviewed Attachment 2: Lakes Combined Local Emergency Management Committee Business Plan Financial Year 2025 - 2026 (draft). Amendments were identified as required for references to State Emergency Management Procedure 7 and 8.

9.5 Narrogin Local Emergency Relief and Support Plan (LERSP)

The Committee reviewed Attachment 3: Narrogin Local Emergency Relief and Support Plan (LERSP) (November 2024) presented by Jo Spadaccini.

Jo included that:

- Dumbleyung & Lake Grace are included in the plan being within the Narrogin district.
- Shire of Kent will have a standalone plan as being in the Great Southern region.
- Separate plans will not change how an activation or response occurs in the event of an emergency.
- Michael Philips will liaise further with local government about facilities are allocated as primary and secondary local evacuation centres.

RECOMMENDATION/RESOLUTION

The Narrogin Local Emergency Relief and Support Plan (LERSP) (November 2024) be endorsed by the Lakes Combined LEMC.

Moved: Jo Spadaccini

Seconded: Ryan Sutherland

Carried: 21/0

10. AGENCY / MEMBER REPORTS

10.1 Department of Biodiversity, Conservation and Attractions (DBCA)

Ethan Giacomel, Assistant Operation Officer:

- Prescribed burning season is upcoming.

10.2 Western Power

Brett Dew, Team Leader:

- Currently moving out of pole top fire season but could potentially still have some so be aware.
- Reminder to contact DFES Comms for isolation of power. Western Power attendance is required but preferred option is to turn power off whilst attending to reduce the risk, has been a breakdown in comms recently. Management to come up with a proposal (ROAC) to manage isolations in regional areas. There are risk factors involved, and emergency responders are encouraged to ensure the power is off and that communications are established. The CESM is to pass this message back on to volunteers. Make sure that requests are clear and concise when requiring isolation.
- Brett to advise the duty phone common number. In the event of pole top fires, resources can always be pulled in from metropolitan area if required.
- Insulation of poles/silicone spraying currently occurring and this is pretty effective and have ongoing maintenance programs.

10.3 Krisis Consultancy

Brad Slater, Consultant:

- See Attachment 4: Project Status Report – Q2024001A – FEB 25.

10.4 Western Australia Police Force

Sergeant Dave Atkins, WAPF – Dumbleyung:

- Ensure to use the 000 number in emergencies as the emergency response process is held up if direct contact is made to local police stations. Request the right resources at the right time.

10.5 Department of Fire and Emergency Services (DFES)

Charlotte Powis, District Emergency Management Advisor:

- Congratulations to the Shires for getting funding to get Brad in and holding discussions and workshops.
- Report attached – see attachment 5.
- Disaster Ready Fund is currently open and closing date for submissions has been extended to 16th April.
- The State Recovery Arrangements are currently under review until 2nd May. LG's need more support, looking at implementing a 4-tiered model which will be flexible so that it can be scaled up or down.
- DEMC met last week and raised issue on telecommunications. Projects in place to mitigate and increase representation at LEMC level.

10.6 Shire of Kent

Christie Smith, Chief Executive Officer:

- Recognised the CESMs work coordinating the combined LEMC.

David Bentley, Deputy Chief Executive Officer:

- Reiterated the CEOs comment.

10.7 Department of Communities

Jo Spadaccini, District Regional Officer:

- See attachment 6: Emergency Relief and Support Quarterly Report provided by Michael Philips.

- LERSP provided for minutes as tabled.

10.8 Community Emergency Services Manager (CESM)

Ryan Sutherland, CESM:

- See attachment 7.
- CESM will be on secondment with DFES for 3 weeks commencing second week in April. Roger Northey will be acting CESM as replacement. The CESM also be taking a month paternity leave in late June.
- Sarah Conlin, DFES Bushfire Mitigation Branch, will be attending as a guest at the LEMC meeting in June 2025.

10.9 Shire of Dumbleyung

Gavin Treasure, Chief Executive Officer:

- Acknowledged the CESM for work coordinating the combined LEMC.
- Highlighted telecommunications issues with the recent switch from 3G which has caused significant impacts. A survey is being collated throughout LG's at CCZ level following Shire of Dumbleyung's recent survey.
- Recently received \$1.1M grant funding from Disaster Ready Fund to upgrade Stubbs Park Pavilion. Thanked DFES who assisted in reviewing the application prior to submission.
- CESM is working on seeking funding for a new fire shed at Kukerin, with a possible new approach re: self-supporting loan. However, the CEO is to check with WATC to confirm whether this will affect the Shire's borrowing capacity.
- Thank you to all bush fire volunteers.

10.10 Shire of Lake Grace

Len Armstrong, Shire President:

- Thank you to the CESM for taking us from where we were to where we are headed.
- Newdegate is at the end of the line and suffer during power outages. Suggested CBH & Newdegate Field Days funding and assistance from Western Power to get generators capable of running power in Newdegate during power outages.

10.11 St John Western Australia

Michelle Bamiss, Community Paramedic:

- The ramp at Dumbleyung Hospital is a risk. St John will continue reporting this risk to WACHS and keep validating that it is an unsafe work environment.

10.12 Department of Primary Industries and Regional Development

Report provided by John Paul Collins, Research Officer, per attachment 8.

GENERAL BUSINESS

- Shires of Dumbleyung and Lake Grace are to internally review action items outstanding from previous LEMC minutes. Nil action items are outstanding for the Shire of Kent.

NEXT MEETING

Date	Activity	Venue	Comment
Thursday 27/03/25	LEMC Meeting	Shire of Dumbleyung Council Chambers	
Thursday 05/06/25	LEMC Meeting	Shire of Lake Grace Council Chambers	
Thursday 28/08/25	LEMC Meeting	Shire of Kent Council Chambers	
Thursday 30/10/25	LEMC Meeting	Shire of Dumbleyung Council Chambers	

CLOSURE

There being no further business, the Chairperson closed the meeting at 12.21pm.



Lakes Combined Local Emergency Management Committee

Terms of Reference

Shire of Dumbleyung

Shire of Kent

Shire of Lake Grace

Adopted:	27 March 2025
Last Reviewed:	27 March 2025
Review Date:	Every 5 years or as required
Associated Legislation:	<i>Emergency Management Act 2005 (WA)</i>
Associated Documents:	State Emergency Management Policy and Procedure

1.0 Name

The name of the local emergency management of the Shire of Dumbleyung; Shire of Kent and Shire of Lake Grace is the Lakes Combined Local Emergency Management Committee (LEMC) Terms of Reference.

2.0 Document Control

Document name	Terms of Reference	Current version	1.1
Document owner	Lakes Combined Local Emergency Management Committee	Issue date	DD/MM/YYYY
Document location	<Add as required>	Next review date	DD/MM/YYYY

3.0 Document Review

Version	Date	Author	Section
1.0	14 March 2025	Ryan Sutherland	Initial.

4.0 Aim

The aim of the Lakes Combined LEMC is to collaborate with local support organisations, hazard management agencies, and industry representatives, to collectively build a resilient community that is prepared to respond and recover from an emergency.

5.0 Objectives

The objectives of the Lakes Combined LEMC are, in compliance with the *Emergency Management Act 2005 (WA)*, to:

- Develop a combined local emergency management arrangement (LEMA) that is practical to all party local governments, stakeholders and service agencies.
- Ensure that the combined LEMA are contemporary and relevant to the community and addresses all possible risks and scenarios.
- Participate in external and internal local government relations to further emergency management cooperation within the emergency management district.
- Build resilience and engage with the communities through safety and awareness campaigns, and by disseminating information through social media, media outlets, and public events.
- Participate in interagency training exercises that improve the capabilities and knowledge of the Lakes Combined LEMC, local stakeholders, hazard management agencies, and incident control agencies.

- Exercise the LEMA to test their effectiveness in practical applications, and actively strive for continuous improvement.
- Share meeting minutes, committee member experiences and proposed actions with local government elected members, State agencies and the local community.
- Strategise ways to mitigate potential emergencies and to improve recovery arrangements.
- Meet four (4) times per financial year.

6.0 Duties and Responsibilities

It is the duty of the Lakes Combined LEMC to assist the Shire of Dumbleyung, Shire of Kent and Shire of Lake Grace in ensuring that a combined local emergency management arrangement is established and maintained for their districts. This includes by:

- Liaising with public authorities and other persons in the development, review and testing of local emergency management arrangements.
- Carrying out other emergency management activities as directed by the State Emergency Management Committee or prescribed by the regulations.
- Performing at least one emergency training exercise a year to assist improve the capabilities of their community to prepare for, respond to and recover from emergencies.
- Preparing and submitting annual report(s) on activities undertaken by the LEMC during the financial year to the District Emergency Management Committee for the district.

Emergency Management Act 2005 (WA)

Section 39 Functions of local emergency management committees

The functions of a local emergency management committee are, in relation to its district or the area for which it is established —

- (a) *to advise and assist the local government in ensuring that local emergency management arrangements are established for its district;*
- (b) *to liaise with public authorities and other persons in the development, review and testing of local emergency management arrangements; and*
- (c) *to carry out other emergency management activities as directed by the SEMC or prescribed by the regulations.*

7.0 Membership

The membership of the combined LEMC will consist of:

- voting members, who may nominate a proxy to the Executive Officer within their agency or organisation to attend if the appointed member is absent; and may include:
- guests, who are invited by the committee to attend LEMC meetings as determined by the LEMC Executive Officer, in consultation with the LEMC Chair.

Membership of the combined LEMC will adhere to the following criteria:

- Non-attendance at meetings of voting members without a justifiable apology, or that have not been represented by their proxy will be asked to provide an explanation to the Chairperson. Repeated non-attendance may result in the Chairperson notifying the District Emergency Management Committee and/or the organisation which the voting member represents.
- Members representing agencies and organisations that can no longer participate in the committee should advise the Executive Officer of their resignation and nominate an alternative representative for membership.

- Committee membership will be reviewed at each meeting by the LEMC Executive to ensure that it is representative of the community and the potential risks and scenarios.
- New members may join the LEMC via resolution of the committee.

8.0 Member Duties

8.1. Chairperson

During business as usual, the position of the Chairperson is to:

- Ensure appointment of an Executive Officer;
- Chair LEMC meetings;
- Adhere to Terms of Reference and meeting procedures;
- Keep local councils informed of emergency management within the local government district;
- Inform councils of significant outcomes from LEMC meetings;
- Ensure LEMA is prepared and up to date;
- Provide leadership in emergency management within the local government district.

During emergencies, the position of the Chairperson is to:

- Liaise with Local Emergency Coordinator and Executive Officer;
- Ensure local government resources are available as required;
- Represent local government at Incident Support Group meetings as required;
- Keep Council informed of the emergency situation;
- Activate the Local Recovery Coordination Committee (LRCC) as required.

8.2. Deputy Chairperson

During business as usual, the position of the Deputy Chairperson is to:

- Act as Chair in the absence of the Chairperson;
- Provide assistance and advice as requested by the Chairperson;
- Chair any subcommittees or working groups;
- Provide support and direction to the Executive Officer as required.

During emergencies, the position of the Deputy Chairperson is to:

- Support the Chairperson in their emergency duties;
- Assist in coordinating local government resources as required;
- Attend Incident Support Group meetings if the Chair is unavailable.

8.3. Executive Officer

During business as usual, the position of the Executive Officer is to:

- Coordinate development and submissions of LEMC documents:
 - Annual report;
 - Annual business plan;
 - Local emergency management arrangement, including maintaining the Emergency Management contacts register.
- Provide professional and timely secretariat support:
 - Develop and distribute meeting agenda, minutes, and action lists;
 - Maintain register of correspondence;
 - Maintain LEMC membership contact list.
- Facilitate provision of relevant emergency management advice to Chairperson and LEMC;
- Participate in LEMC sub-committees and working groups as required;
- Facilitate two-way communication between LEMC and the DEMC Executive Officer, including via the District Emergency Management Advisor.

During emergencies, the position of the Executive Officer is to:

- Activate the Local Emergency Coordination Centre as required;
- Coordinate local government resources as requested by the Incident Controller;
- Maintain a log of all actions and decisions;
- Provide situational awareness to local government staff and councillors;
- Liaise with media and community relations teams for public information;
- Support the Local Recovery Coordinator in transition to recovery.

8.4. Local Emergency Coordinator (LEC)

During business as usual, the position of the LEC is to:

- Provide advice and support to LEMC in development and maintenance of emergency management arrangements;
- Assist hazard management agencies in providing coordinated;
- response during emergencies;
- Carry out other emergency management activities as directed by State Emergency Coordinator;
- Act as Deputy Chairperson of LEMC.

During emergencies, the position of the LEC is to:

- Assist Hazard Management Agency in coordinating local resources;
- Attend Incident Support Group meetings;
- Liaise between local government and incident management teams;
- Provide local knowledge and expertise to emergency responders;
- Ensure effective communication between all parties involved in the emergency.

8.5. Local Recovery Coordinator (LRC)

During business as usual, the position of the LRC is to:

- Ensure preparation, maintenance, and exercising of Local Recovery Plan;
- Provide advice and generate awareness of recovery;
- Advise LEMC of Local Recovery Coordination Group activities and evaluation findings.

During emergencies, the position of the LRC is to:

- Monitor the emergency situation for potential recovery implications;
- Liaise with the Incident Controller regarding damage assessments;
- Begin planning for recovery operations;
- Activate Local Recovery Coordination Committee when appropriate;
- Coordinate with State Recovery Coordinator as required;
- Ensure transition from response to recovery is controlled and well-communicated.

8.6. Administrative Support Officer

During business as usual, the position of the LRC is to:

- Provide administrative support to Chair, Deputy Chair, and Executive Officer;
- Ensure timely preparation of all documentation.

During emergencies, the position of the LEC is to:

- Assist in setting up and managing the Local Emergency Coordination Centre;
- Maintain emergency contact lists and resource registers;
- Assist with record-keeping and documentation during the emergency;
- Support communication efforts between various emergency management entities.

8.7. Members

During business as usual, members are to:

- Attend and actively participate in meetings;

- Advise Executive Officer of non-attendance and arrange for a proxy;
- Contribute to agenda and review meeting papers prior to meetings;
- Complete meeting actions as required;
- Bring copies of relevant documents to meetings;
- Read and familiarize with Terms of Reference;
- Represent organization by providing input/advice and sharing meeting outcomes;
- Participate in emergency management activities.

During emergencies, members are to:

- Be prepared to represent their organization in emergency operations;
- Provide expertise and resources from their organization as required;
- Attend Incident Support Group meetings if requested;
- Assist in coordinating their organization's response efforts with the overall emergency management strategy;
- Provide regular updates to their organization about emergency situations.

9.0 Meeting Management

9.1. Duties of the Hosting Shire

It is the responsibility of the local government hosting each LEMC meeting to provide the members listed below to ensure the procession of the meeting:

- Chairperson;
- Executive Officer; and,
- Administrative Support Officer.

Local Governments Act 1995 (WA)

Section 5.14 Who acts if no presiding member

1) *If, in relation to the presiding member of a committee —*

- (a) *the office of presiding member and the office of deputy presiding member are vacant; or*
- (b) *the presiding member and the deputy presiding member, if any, are not available or are unable or willing to perform the functions of presiding member,*

then the committee members present at the meeting are to choose one of themselves to preside at the meeting.

In the instance that the Executive Officer or Administrative Support Officer will be or is absent, it is the responsibility of the hosting local government to determine an alternate member to act in that capacity. This may include by requesting an alternate member from another local government party to these Terms of Reference.

9.2. Chairperson

The Chairperson should be an elected member of Council. Council is to appoint the Chairperson and an elected member as the Chairpersons proxy. In the absence of the Chair, the appointed proxy will act as the Chairperson.

9.3. Deputy Chair

The Local Emergency Coordinator should be appointed as Deputy Chair.

9.4. Executive Officer

The Executive Officer is the Community Emergency Services Manager (CESM) of the Shires of Dumbleyung, Kent and Lake Grace.

9.5. Quorum

A quorum for the committee will be at least 15 voting members present in-person or via Microsoft Teams and including at least two (2) voting members from each Local Government. Each member of the Committee present is entitled to one vote.

Local Governments Act 1995 (WA)

Section 5.21 Voting

- 1) *Each council member and each member of a committee who is present at a meeting of the council or committee is entitled to one vote.*
- 2) *Subject to section 5.67, each council member and each member of a committee to which a local government power or duty has been delegated who is present at a meeting of the council or committee is to vote.*
- 3) *If the votes of a member present at a council or a committee meeting are equally divided, the person presiding is to cast a second vote.*
- 4) *If a member of a council or a committee specifically requests that there be recorded —*
 - (a) *his or her vote; or*
 - (b) *the vote of all members present*

On a matter voted on at a meeting of the council or the committee, the person presiding is to cause the vote or votes, as the case may be, to be recorded in the minutes.

9.6. Minutes/Agendas

The Executive Officer is responsible for preparing agendas and minutes of all business transacted at each meeting.

A draft agenda will be emailed to members three (3) weeks prior to the meeting. Members have two (2) weeks to include agenda items and/or comments. The final agenda will be issued to members one (1) week prior to the scheduled meeting.

Copies of the meeting minutes will be made available to each Shire Council by way of information at least one month after the committee meeting. Meeting minutes will be forwarded to Committee members two (2) weeks post the meeting.

Local Governments Act 1995 (WA)

Section 5.22 Minutes of council and committee meetings

- 1) *The person presiding at a meeting of a council or a committee is to cause minutes to be kept of the meeting's proceedings.*
- 2) *The minutes of a meeting of a council or a committee are to be submitted to the next ordinary meeting of the council or the committee, as the case requires, for confirmation.*
- 3) *The person presiding at the meeting at which the minutes are confirmed is to sign the minutes and certify the confirmation.*

9.7. Schedule

Meetings will be held quarterly throughout the financial year and scheduled by the Chairperson. The schedule will be advised by the Executive Officer.

Additional meetings will be convened if and as required at the discretion of the Chairperson.

9.8. Authority

The LEMC does not have the authority or power to commit the Council or Shire of Dumbleyung; Shire of Kent; or Shire of Lake Grace or any association, organisation, group or individual to expenditure without the relevant Shires consent.

The LEMC is required to gain Council approval if the Committee wishes to alter these Terms of Reference.

10.0 Business Plan

The LEMC is to publish a business plan for each financial year to:

- outline objectives of the LEMC which are aligned to the DEMC and SEMC strategic plan.
- clearly outline the LEMCs priorities for the nominated time period; and,
- assist to monitor progress and document achievements.

11.0 Schedule 01 – Membership

11.1. Membership Guidelines

The substantive

11.2. Chairperson

Agency	Position
Shire of Dumbleyung	Shire President
Shire of Kent	Shire President
Shire of Lake Grace	Shire President

11.3. Deputy Chairperson

Local Government Area	Agency	Position
Dumbleyung	WA Police Force	OIC Dumbleyung
Kent	WA Police Force	OIC Katanning
Lake Grace	WA Police Force	OIC Lake Grace

11.4. Executive Officer

Agency	Position
Shires of Dumbleyung, Kent and Lake Grace	Community Emergency Services Manager (CESM)

11.5. Local Emergency Coordinators (LEC) (Voting)

Local Government Area	Agency	Position
Dumbleyung	WA Police Force	OIC Dumbleyung
Kent	WA Police Force	OIC Katanning
Lake Grace	WA Police Force	OIC Lake Grace

11.6. Local Recovery Coordinators (LRC) (Voting)

Agency	Position
Shire of Dumbleyung	CEO
Shire of Kent	D/CEO
Shire of Lake Grace	D/CEO

11.7. Administrative Support Officers (Non-voting)

Agency	Position
Shire of Dumbleyung	Economic Development Officer
Shire of Kent	Administration Officer
Shire of Lake Grace	Administration and Records Officer

11.8. Local Government LEMC Member (Voting):

Agency	Position
Shire of Dumbleyung	Infrastructure Manager

Shire of Dumbleyung	Director of Corporate Services
Shire of Dumbleyung	Economic Development Officer
Shire of Dumbleyung	Chief Bush Fire Control Officer
Shire of Kent	Chief Executive Officer
Shire of Kent	Infrastructure Manager
Shire of Kent	Finance Coordinator
Shire of Kent	Chief Bush Fire Control Officer
Shire of Lake Grace	Chief Executive Officer
Shire of Lake Grace	Infrastructure Manager
Shire of Lake Grace	Corporate Services Manager
Shire of Lake Grace	Community Economic Development Officer
Shire of Lake Grace	Chief Bush Fire Control Officer

11.9. State Government/Agency LEMC Member (Voting):

Local Government Area	Organisation	Position
Dumbleyung, Kent and Lake Grace	Department of Biodiversity, Conservation and Attractions	Regional Manager, Parks and Wildlife Service, Wheatbelt Region.
Kent	Department of Communities	Regional Coordinator Emergency Relief and Support – Great Southern
Dumbleyung and Lake Grace	Department of Communities	Regional Coordinator Emergency Relief and Support – Wheatbelt
Dumbleyung, Kent and Lake Grace	Department of Fire and Emergency Services	Area Officer – East, Upper Great Southern
Dumbleyung, Kent and Lake Grace	Department of Fire and Emergency Services	District Emergency Management Advisor
Kent	Department of Primary Industries & Regional Development	Research Officer
Dumbleyung and Lake Grace	Department of Primary Industries & Regional Development	Veterinary Officer
Dumbleyung, Kent and Lake Grace	Main Roads WA	Operations Manager
Dumbleyung, Kent and Lake Grace	NBN Corporation	Regional Officer
Dumbleyung and Lake Grace	St John Ambulance	District Operations Manager - Wheatbelt South
Dumbleyung and Lake Grace	St John Ambulance	Community Paramedic
Kent	St John Ambulance	Community Paramedic
Dumbleyung, Kent and Lake Grace	Telstra	WA Regional
Lake Grace	WA Country Health Service	Health Services Manager
Dumbleyung and Lake Grace	WALGA Central Country Zone (15)	Executive Officer
Kent	WALGA Great Southern Country Zone (11)	Executive Officer
Dumbleyung, Kent and Lake Grace	Water Corporation	Representative
Dumbleyung, Kent and Lake Grace	Western Power	Team Leader

11.10. Community LEMC Members (Voting):

Shire of Dumbleyung	
Agency	Position
Dumbleyung Memorial Hospital	Representative
Dumbleyung Roadhouse	Representative

Dumbleyung Community Resource Centre	Representative
Grand Old Dumbleyung Inn	Representative
FoodWorks (Dumbleyung)	Representative
Kukerin Store	Representative
Volunteer Fire and Rescue Service (VFRS), DFES	Captain or delegate
St John WA – Dumbleyung Subcentre	Chairperson
St John WA – Kukerin Subbranch	Representative
CBH (Dumbleyung)	Area Manager – Area 15
CBH (Kukerin)	Area Manager – Area 14
Dumbleyung Primary School	Representative
Kukerin Primary School	Representative

Shire of Kent	
Agency	Position
St John WA – Nyabing	Chairperson Secretary
St John WA – Pingrup	Representative
Pingrup Liberty	Representative
Nyabing Primary School	Representative
Pingrup Primary School	Representative
CBH (Pingrup and Nyabing)	Area Manager – Area 15
CBH Group – Lake Grace	General Manager – Albany Zone
Pingrup Traders	Representative
Nyabing Rural	Representative

Shire of Lake Grace	
Agency	Position
Lake Grace Hospital	Representative
St John WA – Lake Grace Subcentre	Representative
St John WA – Newdegate Subcentre	Representative
St John WA – Lake King Subcentre	Representative
St John WA – Varley Subcentre	Representative
Volunteer Fire and Rescue Service (VFRS), DFES	Captain or delegate
Lake Grace Plaza / IGA	Representative
CBH Group (Lake Grace)	Area Manager – Area 14
CBH Group (Lake King and Varley)	Area Manager – Area 18
CBH Group (Lake Grace)	General Manager – Albany Zone
CBH Group (Lake King and Varley)	General Manager – Esperance Zone
Lake Grace & Districts Seniors Group	Representative
Great Southern Fuels – Lake Grace	Representative
Lake Grace Roadhouse / Motel	Representative
Lake Grace CRC	Representative
Lake Grace CWA	Representative
Newdegate CRC	Representative
Newdegate Field Days	Deputy President
Newdegate IGA / General Store	Representative

11.11. Permanent Guests (Non-voting Members)

Shire of Dumbleyung	
Agency	Position

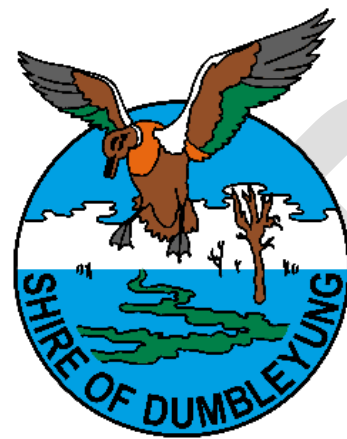
Agency	Position

Shire of Lake Grace	
Agency	Position

Lakes Combined Local Emergency Management Committee

Business Plan - Financial Year 2025 – 2026

Shire of Dumbleyung – Shire of Kent – Shire of Lake Grace



Effective Governance			
SEMC Strategic Plan	LEMC Action	Status	Comment
Contemporary and integrated Emergency Management framework with well-defined roles and responsibilities maintained by rigorous oversight.	Local Emergency Management Arrangements (LEMA) are established, maintained and reviewed in accordance with State Emergency Management (EM) Procedure, Part Three.		
	Local Emergency Management Committee (LEMC) Chair and Executive Officer is appointed from local government in accordance with State Emergency Management (EM) Procedure, Part Three .		
	LEMC meetings business is administered in accordance with State Emergency Management (EM) Procedure, Part Three .		
	LEMC Executive Officer provides the Annual Report and Business Plan to the District Emergency Management Committee (DEMC) executive officer in accordance with State Emergency Management (EM) Procedure, Part Three .		
	LEMC contact details are validated quarterly and resource register are validated annually as a minimum.		
	A Memorandum of Understanding (MOU) for Emergency Management district assistance is considered.		

 On Track	 Off track Minor Issue	 Significant Issues Action Required	 Not yet started
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Effective Governance			
SEMC Strategic Plan	LEMC Action	Status	Comment
Information about Hazards, risks and consequences is widely accessed, trusted and applied.	A local risk assessment is completed, with a risk register incorporated in the LEMA in accordance with State Emergency Management (EM) Procedure, Part Three.		
	Local risk treatments are identified and reported to the DEMC.		
Strengthened engagement around Critical Infrastructure*	Critical infrastructure is captured in the LEMA where practical.		
	Potential local government strategies to maintain service continuity in the event of an emergency are included in Business Continuity Planning arrangements.		
*key transport infrastructure and utilities required for community health, economic production and effective management of emergencies			

 On Track	 Off track Minor Issue	 Significant Issues Action Required	 Not yet started
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Resilient Community			
SEMC Strategic Plan	LEMC Action	Status	Comment
Strong Relationships enable informed decision-making and local leadership	• LEMC membership is contemporary and reflects the demographics of the community, including diversity in the social, environmental, economic and vulnerable elements in the community in accordance with State Emergency Management (EM) Procedure, Part Three.		
	• LEMC corresponds with DEMC on emerging and current issues in emergency management.		
Collaborative and coordinated arrangements support locally led recovery and adaptation	• A local recovery plan is established, maintained and exercised in accordance with State Emergency Management (EM) Procedure, Part Three.		
	• A Local Recovery Coordinator is identified, trained and where possible experienced in accordance with State Emergency Management (EM) Procedure, Part Three.		
	• A recovery resource MOU is considered between local governments within an Emergency Management district.		
Reduce vulnerability and build resilience to cope with and adapt to consequences of hazards.	• Investigate emergency management funding opportunities to improve resilience in communities.		
Understand risk and have plans to maintain service delivery to the community.	• New and emerging risks are established at LEMC meetings and incorporated in LEMA where possible.		

On Track	Off track Minor Issue	Significant Issues Action Required	Not yet started
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Capable Sector			
SEMC Strategic Plan	LEMC Action	Status	Comment
Capability to respond to our risks and vulnerabilities across the state is strengthened.	LEMC members participate in district or state level multi-agency exercises where possible.		
	Capability data is reported annually for the State Emergency Management Committee (SEMC) state emergency management capability survey.		
Public communications systems and technologies are optimised for risk and context.	Local communication strategies are incorporated in the LEMA where appropriate.		
The EMERGENCY MANAGEMENT sector exercises and learns in order to continually improve	The LEMC exercises annually in accordance with State Emergency Management Policy 4.8.3 and the Western Australia Managing Exercises Guideline.		
	Exercise schedules to be submitted to the DEMC prior to the start of the financial year in accordance with State Emergency Management Policy 4.10.		
	Develop a post-exercise report following all exercises in consultation with participants and submit to the DEMC as soon as practicable after the exercise.		
Knowledge and networks are built through regular sector-wide training and development	LEMC members attend regular emergency management training and professional development opportunities where possible.		

	On Track		Off track Minor Issue		Significant Issues Action Required		Not yet started
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Local Emergency Management Committee Projects and Initiatives

Project Name	Host Agency	Project Description	Status	Comments
Combined Local Emergency Management Committee	Shires of Dumbleyung, Kent and Lake Grace	The amalgamation of the Local Emergency Management Committees of the three Shires.		
Combined Local Emergency Management Arrangement	Krisis Consultancy; Shires of Dumbleyung, Kent and Lake Grace	The amalgamation of the Local Emergency Management Arrangements of the three Shires.		
Local Recovery Plan Review	Krisis Consultancy; Shires of Dumbleyung, Kent and Lake Grace	Formulation of Local Recovery Plan(s) for the Shires of Dumbleyung, Kent and Lake Grace.		
				
				

	On Track		Off track Minor Issue		Significant Issues Action Required		Not yet started
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Local Emergency Relief and Support Plan

Wheatbelt Region – Narrogin District

Supporting the Shires of Brookton, Corrigin, Cuballing, Dumbleyung, Kondinin, Kulin, Lake Grace, Narrogin, Pingelly, Wagin, Wandering, West Arthur, Wickepin, Williams Local Emergency Management Committee

Prepared by Department of Communities, Emergency Relief and Support

Tabled and accepted at the Local Emergency Management Committee

12/2024

**For activation of Emergency Relief and Support
services for hazards defined under the WA Emergency
Management arrangements call**

0418 943 835

Activation summary

Alert – stage one

- The Hazard Management Agency (HMA) or Controlling Agency is responsible for placing the Department of Communities (Communities) and the relevant Local Government/s on alert.
- Communities may engage with the Local Government/s, HMA or Controlling Agency to advise of pre-emptive preparedness activities that would support an emergency response.

Activation for response – stage two

- Via the on-call number 0418 943 835, the HMA or Controlling Agency is responsible for activating the Local Emergency Relief and Support Plan (LERSP) arrangements, to enable emergency relief and support service delivery for the response to the identified hazard.
- This LERSP can be activated at any incident level. Activation of this LERSP will concurrently activate the State Support Plan - Emergency Relief and Support.
- The respective HMA or Controlling Agency Incident Controller is responsible for the decision to evacuate during an emergency. This includes selecting the evacuation centre(s), in consultation with Communities and the Local Government.
- Should the Local Government receive an evacuation centre activation request directly from the HMA or Controlling Agency, Communities must be informed via the on-call number 0418 943 835.
- The Local Government may be required to support the initial emergency relief and support service response and open an evacuation centre. Communities will discuss preparedness and planning arrangements with the Local Government.
- All emergency relief and support related media enquiries are to be directed to Communities' Media team by phone on 6277 5325, or by email on Media@communities.wa.gov.au.

Stand down – stage three

- The respective HMA or Controlling Agency Incident Controller is responsible for advising Communities to stand down.
- Emergency relief and support services may continue beyond this time, at the discretion of Communities.
- The Local Government is responsible for managing the overall recovery efforts affecting their community.
- When activated by the Local Government, Communities is responsible for supporting the recovery activities through the delivery of emergency relief and support services.

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Document control

Department of Communities is responsible for the development, maintenance and annual review of this Local Emergency Relief and Support Plan. This is completed in consultation with the Local Government and Local Emergency Management Committee.

Publication date	MM YYYY
Review date	Xxx
Owner	Executive Director, Emergency Relief and Support
Custodian	Assistant Director, Regional Preparedness and Coordination

Amendments

Version	Date	Author	Description
1	Month/year	[position title – not name]	
2	Month/year	[position title – not name]	
3	Month/year	[position title – not name]	

Document contact

Contact	ERSRegions@communities.wa.gov.au
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Acknowledgement of Country

The Department of Communities acknowledges the Aboriginal and Torres Strait Islander people as the traditional custodians of all the lands in Western Australia.

We recognise their continuing connection to their lands, waters and sky. We pay our respects to the Aboriginal and Torres Strait Islander people with whom we work, who we serve and protect. We also pay our respects to the Aboriginal and Torres Strait Islander cultures, and to their Elders past and present.

Introduction

The Department of Communities (Communities) is the support organisation responsible for providing and coordinating emergency relief and support services (previously welfare) for the 28 prescribed hazards, as specified in the emergency management legislation.

The Local Emergency Relief and Support Plan (LERSP) details the operational activities for the management and coordination of emergency relief and support services under the Local Emergency Management Arrangements (LEMA).

This LERSP is to be read in conjunction with the LEMA and [the State Support Plan - Emergency Relief and Support](#). This LERSP refers to a range of existing plans and documents relating to emergency relief and support services, including directions to websites and other sources where further information can be obtained.

Purpose

The purpose of this LERSP is to detail the activities for the activation and coordination of emergency relief and support services before, during and after emergencies within the Local Emergency Management Committee or Local Government boundary.

The objective of this LERSP is to outline:

- the activation, and stand-down protocols of Communities and partner agencies
- Communities' responsibilities for the preparedness, response and recovery coordination of emergency relief and support services and resources, and
- the responsibilities of partner agencies to support emergency relief and support service delivery.

Scope of activated services

Emergency relief and support services provide immediate and ongoing social supports to alleviate, as far as practicable, the effects on people impacted by an emergency. These are provided across six functional domains:

- **Emergency accommodation** - the provision of temporary shelter for impacted people evacuating from or displaced by an emergency.
- **Emergency food** – coordination of basic and essential food support for impacted people without the capacity to self-manage resulting from an emergency.
- **Emergency clothing and personal requisites** – coordination of basic and essential clothing, and personal items for emergency impacted people.
- **Emergency personal support services** – the provision of a variety of assistance for emergency impacted people. This can include early psychosocial support, practical assistance, and referral to advisory services, counselling or psychological services.
- **Registration and reunification** – the process of enabling emergency impacted people in a community to be traced and reunited with family and friends.
- **Financial assistance** – the coordination of financial assistance which, depending on the nature of an emergency, may be available to eligible impacted people affected by the event.

Levels of response

When activated, Communities utilises the Australasian Inter-service Incident Management System (AIIMS) model to support decision making and delivery of emergency relief and support services. This includes establishing a management structure designed to deliver the key functions of control, planning, operations and logistics.

Communities is responsible for determining and implementing the appropriate response operating model based on the scale of the emergency event. This approach involves conducting an assessment on the severity and specific requirements to decide the level of emergency relief and support services required.

Communities may undertake pre-emptive preparedness activities before an Australian Warning System (AWS) Alert is provided.

The potential or actual severity of the emergency events are broadly classified as:

- Level 1 – minor community and infrastructure impact, locally managed, supported by resources from the Local Government.
- Level 2 – medium complexity, locally managed, supported by resources from the region and if required State-wide resources.
- Level 3 – high complexity, centrally manage, supported by State-wide resources.

Via the Communities on-call number 0418 943 835, this LERSP can be activated at any level. Activation of the response arrangements in this LERSP, at any level will concurrently activate the State Support Plan - Emergency Relief and Support.

Depending on the nature of the emergency, and the scale of service demand, emergency relief and support services may be provided through the following approaches:

- remotely, by establishing the Disaster Response Hotline (1800 032 965)
- providing outreach via mobile teams for identified on-ground face-to-face support, or
- static service delivery from a designated physical location such as an evacuation centre or recovery hub.

The appropriate mode of delivery will be agreed in consultation with the HMA or Controlling Agency.

Partner agencies

Communities is responsible for identifying partner agencies at local and regional levels, capable of supporting a sustainable and scalable delivery of emergency relief and support services during the response and recovery stages of an emergency. Partner agencies may include other government, industry, and social sector organisations.

Communities is responsible for the costs associated with the delivery of emergency relief and support services, where a partner agency is engaged. Communities is not responsible for self-activated agency's costs during an emergency event.

Communities and partner agencies negotiate prior to activation for the required operating resources to deliver emergency relief and support.

State-level partner agency responsibilities supporting the delivery of emergency relief and support services can be viewed in the [State Support Plan – Emergency Relief and Support](#), appendix B.

Exchange of information

Communities may establish exchange of information agreements with HMAs, Local Governments and partner agencies. This is completed in preparation for an emergency response and recovery to ensure:

- disclosure and exchange of personal information of impacted people affected by an emergency.
- allows relevant information to be shared between HMA's, authorised officers and agencies for the purposes of emergency management.

Media enquiries and public information

All emergency relief and support related media enquiries are to be directed to Communities' Media team by phone on 6277 5325, or by email on Media@communities.wa.gov.au

The HMA or Controlling Agency is responsible for the public information management function. This includes preparing and distributing timely information and instructions in the relevant language(s) to identified cultural groups living within the Local Government.

Prevention and preparedness

Prevention

Prevention is defined as the mitigation or prevention of the probability of the occurrence of, and the potential adverse effects of, an emergency.

Communities does not have any assigned responsibilities for prevention.

HMAs are assigned responsibility for prevention within emergency management legislation. Other emergency management agencies may also undertake prevention activities.

Preparedness

Preparedness is defined as the 'preparation for response to an emergency'.

- **Communities** is responsible for undertaking emergency relief and support planning and preparedness activities to ensure efficient service delivery should this LERSP be activated. This includes an understanding of partner agency capabilities to support Communities when requested.
- **Partner agencies**, with support from Communities, are responsible for developing plans in readiness for response and recovery mobilisation.
- **Support organisations** providing support to people at higher risk during emergencies are responsible for the planning provisions to cater for their specific needs throughout the emergency, such as an evacuation.

- **Hazard Management Agencies** are responsible for emergency management preparedness activities for their prescribed hazards. Local planning arrangements are provided in the LEMA.

Pre-determined evacuation centres

Communities establishes evacuation centres as an emergency shelter option, from which to coordinate emergency relief and support services. These centres remain operational until alternative arrangements can be made for persons impacted by the emergency.

Communities is responsible for working cooperatively with the HMA, Local Government and LEMC members to identify suitable facilities that can be used as evacuation centres appropriate for hazards that are high risk to the region.

Communities, with support from the Local Government is responsible for conducting an annual risk assessment and audit of each pre-determined evacuation centre. The purpose of the audit is to identify evacuation centres that are appropriate for the hazard-specific risks relevant to the region and to identify opportunities for Local Governments to upgrade facilities to mitigate risks.

Pre-determined evacuation centres can be found in appendix A

Pre-positioning of emergency equipment

Communities is responsible for the placement of equipment and supplies to support an emergency event. Generally, this placement is aligned with an evacuation centre or Communities regional office location.

Communities is responsible for conducting an annual audit on pre-positioned emergency relief and support emergency equipment and supplies. This audit ensures that there is adequate fit for purpose stock, ready to be deployed quickly and efficiently in the event of an emergency.

Pre-positioned emergency equipment can be found in appendix B

Response

The *Emergency Management Act 2005* defines response, as combating the effects of an emergency, provision of emergency assistance for casualties, reduction of further damage, and help to speed recovery.

When activated, Communities is responsible for supporting the HMA or Controlling Agency through the coordination and delivery of emergency relief and support services to the community.

The HMA or Controlling Agency is responsible for the overall response in an emergency.

If requested by the Local Government, Communities can support with recovery activities.

Stages of response

Communities operates a graduated response model to determine and implement the appropriate scale of emergency relief and support services. This approach involves conducting a needs assessment to determine the specific requirements and level of services required.

As mentioned, this LERSP can be activated at any level. Activation of the response arrangements in this LERSP will concurrently activate the State Support Plan - Emergency Relief and Support.

Alert – stage one

- The HMA or Controlling Agency is responsible for placing Communities and the Local Government on alert.
- Communities may engage with the Local Government, HMA or Controlling Agency to advise of pre-emptive preparedness activities that would support an emergency response.

Activation for response – stage two

- Via the on-call number 0418 943 835, the HMA or Controlling Agency is responsible for activating the LERSP arrangements, to enable emergency relief and support service delivery for the response for the identified hazard.
- This LERSP can be activated at any incident level. Activation of this LERSP will concurrently activate the State Support Plan - Emergency Relief and Support.
- Formal written acknowledgement from the HMA or Controlling Agency is required to confirm Communities is being activated.
- Should the Local Government receive an evacuation centre activation request directly from the HMA or Controlling Agency, Communities must be informed via the on-call number 0418 943 835.
- The Local Government may be required to support the initial emergency relief and support service response and open an evacuation centre. Communities will discuss preparedness and planning arrangements with the Local Government.

Stand down – stage three

- The respective HMA or Controlling Agency Incident Controller is responsible for advising Communities to stand down.
- Formal written acknowledgement from the HMA or Controlling Agency is required to confirm this direction.
- Emergency relief and support services may continue beyond this time, at the discretion of Communities.

At-risk community groups

The HMA or Controlling Agency is responsible for directing organisations that support at-risk community groups to shelter in-place or evacuate.

Aligned with their organisation's own emergency activation plans, as a first option, support organisations are requested to evacuate to a similar facility in a safer location. Where required, Communities may be directed to support evacuated at-risk community groups.

Emergency accommodation

The respective HMA or Controlling Agency Incident Controller is responsible for the decision to evacuate during an emergency. This includes selecting the evacuation centre(s), in consultation with Communities and the Local Government.

Communities is responsible for coordinating and assessing the provision of temporary accommodation for people displaced by an emergency or evacuating from an emergency. Communities may utilise a range of emergency accommodation options to support people impacted by an emergency.

Expenses related to the activation of evacuation centres that are not approved by the HMA and/or Controlling Agency, will not be covered by Communities.

To ensure the safety of evacuees, staff and volunteers, Communities will not support the HMA/Controlling Agency to establish evacuation centres:

- in bushfire emergency warning areas, and will only establish evacuation centres in Bushfire Watch and Act areas, with Incident Controller confirmation it is safe
- if there are no safe access routes to the evacuation centres, and
- if there are structural and/or health concerns with the evacuation centre.

In circumstances where an evacuation centre is already established in a bushfire emergency warning area, in consultation with the Incident Controller, Communities will:

- conduct a risk assessment, and
- implement mitigation strategies.

In the event of an unusual damage claim resulting from the use of the facility as an evacuation centre, Communities will facilitate processes with the HMA/Controlling Agency to respond to the claim.

Alternate accommodation sites

In large scale state-level impact emergencies, local facilities may be inadequate to ensure the safety of all evacuees, staff, and volunteers. Communities is responsible for requesting the use of facilities from Local Governments or private owners to support impacted people from other Local Governments.

Animal welfare in emergencies

No pets or animals are allowed in an evacuation centre due to health and safety considerations, except for assistance animals, like guide and hearing dogs.

Owners or caregivers are responsible for their animals and are encouraged to make arrangements to ensure their welfare throughout all stages of an emergency.

The Department of Primary Industries and Regional Development has been assigned the role and responsibility for coordinating animal welfare services in emergencies. This is supported by the Local Government, where possible.

Further details can be found in the [State Support Plan – Animal Welfare in Emergencies](#) or the Local Animal Welfare Plan in the LEMA (if applicable).

Emergency food

The HMA or Controlling Agency may coordinate food security during an emergency event, such as where there is limited food access due to geographical isolation.

Communities is responsible for coordinating emergency food provision to people impacted by an emergency where emergency relief and support service delivery is activated. This does not include food provision to staff from other emergency management organisations or partner agencies.

Communities cannot accept food prepared by any person or organisation without a Food Handling Certificate issued by the Local Government.

Emergency personal support services

Communities is responsible for coordinating and connecting people impacted by an emergency to personal support services.

Emergency personal support services aim to assist impacted people to cope with the psychosocial, well-being, personal and practical needs following an emergency. These services can encompass a variety of supports to community and impacted people to build capacity and to complement natural supports.

Communities may engage partner agencies to support the coordination of services personal support to impacted people and communities.

Emergency financial assistance

Communities is responsible for coordinating and connecting eligible people impacted by an emergency to financial assistance and related services.

The below categories of financial assistance may be provided on a case-by case basis to people deemed eligible.

- **Immediate financial assistance** (Category 1) – non-means tested short term assistance provided to impacted people to buy food, clothing, and personal requisites. Category 1 financial assistance is capped at a nominal amount per person, per household and is provided to impacted people based on an assessment of need.

- **Temporary accommodation assistance** (Category 2) – non-means tested assistance provided to impacted people based on an assessment of need.
- **Essential household contents** (Category 3) – means tested assistance provided to impacted people, whose contents within their primary place of residence has been directly impacted by an emergency. This assistance is to maintain a basic standard of living by contributing towards the replacement of essential household items (e.g., cooking utensils, bedding, furniture, and whitegoods). This assistance is capped at a nominal amount, per household and may be provided to impacted people who are without insurance or underinsured.
- **Essential structural repairs** (Category 4) – means tested assistance provided to impacted home owner-occupiers to undertake essential repairs to their principal residences. This assistance enables the impacted person to make their home condition safe to inhabit. This assistance is capped at a nominal amount, per household and may be provided to impacted people who are without insurance or underinsured.

Emergency clothing and personal requisites

Communities is responsible for coordinating and connecting people impacted by an emergency to clothing and personal requisites. These services can encompass a variety of supports to community and impacted people to compliment natural supports.

Communities will coordinate and provide personal requisites when:

- impacted people do not have access to their own provisions, or
- impacted people cannot fund their own provisions due to financial restraints.

Communities is not responsible for the provision of medication or coordination of donated funds, goods and services.

Registration and reunification

The registration of impacted people in an emergency enables reunification with family and friends. Enquiries about impacted people can be coordinated, intrastate, interstate or internationally. To facilitate the reunification of impacted people, Communities may activate an appropriate system to facilitate registration and reunification services.

Communities will support the HMA or Controlling Agency to ensure appropriate public messaging is provided when activated.

Recovery

Recovery is defined in the *Emergency Management Act 2005* as ‘the support of emergency-affected communities in the reconstruction and restoration of physical infrastructure, the environment and community, psycho-social and economic wellbeing’. The recovery process begins as soon as the emergency impact occurs. Recovery operates in parallel to the response phase and may continue after the response phase is complete.

Under the *Emergency Management Act 2005*, Local Government is responsible for managing recovery following an emergency affecting their community. Local Governments

are guided by their Local Recovery Plans within their LEMA and may appoint a Local Recovery Coordinator. The Local Government may seek support from Communities during recovery.

When activated by the Local Government, Communities is responsible for supporting the recovery activities through the delivery of emergency relief and support services.

Approach to recovery

Communities' recovery activities are underpinned by the National Principles for Disaster Recovery. This is delivered across the social, built, economic and natural environments.

Communities operates within a scalable recovery model to determine and implement the appropriate level of emergency relief and support services required to respond to the needs of impacted people and community.

To support the needs of the community during large scale recovery programs, Communities emergency relief and support services may be funded under the Disaster Recovery Funding Arrangements.

Communities will undertake an evaluation of the effectiveness of recovery activities, including an assessment of preparedness activities for future impacts.

Cessation of recovery

Cessation of emergency relief and support services as part of a recovery program will be determined in consultation with the Local Government and may be dependent on community needs, access to other support services, impacted people and the community's resilience.

Appendices

A) Local evacuation centres

Name of centre	Capacity	Address	Contact	Comments
Shire of Brookton				
<u>Primary</u> WB Eva Pavilion	150	Brookton Highway, near Bodey Street Brookton	CEO 9642 1106, 0427 421 032	
<u>Secondary</u> Brookton Country Club	120	11207 Brookton Highway Brookton	Katrina Crute 0439 373 282	
Shire of Corrigin				
Corrigin Recreation and Events Centre	600	Larke Crescent, near Kirkwood St Corrigin	Shire 9063 2203, A/H 0427 425 727	
Corrigin Town Hall	400	21 Goyder St, near Campbell St	Shire 9063 2203, AH 0427 425 727	
Shire of Cuballing				
<u>Primary</u> Cuballing Recreation Centre (Oval)	100	Campbell St Cuballing	BH – Shire 9883 6031 AH – CEO 0427 836 031 CDO 0427 619 591	
<u>Secondary</u> Cuballing Agricultural Hall	150	191 Campbell St Cuballing	BH – Shire 9883 6031 AH – CEO 0427 836 031 CDO 0427 619 591	
Cuballing CWA Hall	60	Campbell Street Cuballing		
<u>Secondary</u> Dryandra Equestrian Centre	150	Darcy Street Cuballing	BH – Shire 9883 6031 AH – CEO 0427 836 031 CDO 0427 619 591	

<u>Primary</u> Popanyinning Hall	100	Francis St Popanyinning	BH – Cuballing Shire 9883 6031 or Popanyinning General Store 9887 5033 AH – CEO 0427 836 031 CDO – 0427 619 591 Popanyinning General Store 9887 5033	
Shire of Dumbleyung				
<u>Primary</u> Dumbleyung Town Hall	260	32 Harvey Street Dumbleyung	Shire of Dumbleyung 9863 4012 CESM – Ryan Sutherland - 0436 668 242	
<u>Secondary</u> Dumbleyung Stubbs Park Pavilion	150	70 Bahrs Road Dumbleyung	Scott Jefferis - Dumbleyung Agricultural Society 9863 4154 Shire of Dumbleyung 9863 4012 CESM – Ryan Sutherland - 0436 668 242	
<u>Primary</u> Kukerin Town Hall	240	37 – 39 Scadden St, Kukerin	Shire of Dumbleyung 9863 4012 CESM – Ryan Sutherland - 0436 668 242	
<u>Secondary</u> Kukerin Nenke Park Pavilion	150	89 Bennett St, Kukerin	John Davidson - Kukerin Agricultural Society - 0429 831 030 Shire of Dumbleyung 9863 4012 CESM – Ryan Sutherland - 0436 668 242	
Shire of Kondinin				

<u>Primary</u> Kondinin Memorial Hall	200	19 Jones Street Kondinin	Shire 9889 1006	
<u>Secondary</u> Kondinin Pavilion & Country Club	200	Gordon Street near Graham Street Kondinin	Shire 9889 1006 / CEO 0429 891 006/ Country Club Manager - Marg Pool - 0409 891 020	
<u>Secondary</u> Kondinin Primary School	120	75 Graham Street Kondinin	Principal 9889 1047	
<u>Primary</u> Karlgarin Hall	200	12 – 13 Melba Street Karlgarin	Jill Fotheringham - 9889 5054 Laurel Trestrail - 9889 5024	
<u>Secondary</u> Karlgarin Country Club	150	24 Federal Street Karlgarin	Club House 9889 5013	
<u>Primary</u> Hyden Recreation centre	150	Hyden Sports ground Brookton Highway Hyden	Hyden office 9880 5160	
<u>Secondary</u> Hyden Memorial Hall	250	80 Lynch Street near Marshall Street	Hyden office 9880 5160/Kondinin Shire 9889 1006	
<u>Secondary</u> Hyden Primary School	150	36 Naughton Street Hyden	Lauren Smart (Principal) 98805053 Carolyn Burns (Registrar) Melinda Ditchburn (Registrar)	
Shire of Kulin				
<u>Primary</u> Freebairn Recreation Centre	1500	24 Johnston Street near Kulin-Lake Grace Road Kulin	Kulin Shire - 9880 1204 Centre Manager - 9880 1000 A/H CEO Alan Leeson - 0497 801 204	

<u>Secondary</u> Kulin District High School	1000	Gordon Street near Day Street Kulin	School 9880 1264	
Shire of Lake Grace				
<u>Primary</u> Lake Grace Sports Pavilion	300	Bishop Street Lake Grace	Shire of Lake Grace - 9890 2500 DCEO - 0400 631 052 CESM - 0436 668 242	
<u>Secondary</u> Lake Grace Town & Lesser Hall	350	Cnr McMahon and Bennett Streets Lake Grace	Shire of Lake Grace - 9890 2500 DCEO - 0400 631 052 CESM - 0436 668 242	
Newdegate Indoor Recreation Centre	300	Waddell Drive Newdegate	Shire of Lake Grace - 9890 2500 DCEO - 0400 631 052 CESM - 0436 668 242	
Lake King Hall	160	Newdegate - Lake King Road Lake King	Shire of Lake Grace - 9890 2500 Anna Scheeber - 0439 937 733	
Lake King Pavilion	120	Newdegate - Lake King Road Lake King	Shire of Lake Grace - 9890 2500 Anna Scheeber - 0439 937 733	
Varley Hall	160	Thomas Street Varley	Shire of Lake Grace - 9890 2500 DCEO - 0400 631 052 CESM - 0436 668 242	
Varley Sports Pavilion	80	Carstairs Road Varley	Shire of Lake Grace 9890 2500	
Shire of Narrogin				

<u>Primary</u> Narrogin Regional Leisure & John Higgins community Complex	1000	Clayton Road Narrogin	Shire 9890 0900 CEO 0437 698 912 Rec Centre 9881 2651 Rec Ctr Manager Brendan Firman	
<u>Primary</u> Narrogin Senior High School	600	Cnr Homer and Grey Street Narrogin	School Admin 9881 9300	
<u>Secondary</u> Narrogin Town Hall	600	Federal Street Narrogin	Shire 9890 0900 CEO 0407 522 297	
Shire of Pingelly				
<u>Primary</u> Pingelly Recreation & Cultural Centre	1900	Lot 201 (4) Somerset St Pingelly	Shire 9887 1066, 0427 852 426 (Centre 9887 0092, when in use) Manager 0497 009 277	
Shire of Wagin				
<u>Primary</u> Wagin Recreation Centre/ Sports Pavilion	500	Ballagin Street Wagin	Shire 9861 1177 Bill Atkinson 0429 611 177	
<u>Secondary</u> Wagin Town Hall	100	Tavistock Street Wagin	Shire 9861 1177 Bill Atkinson 0429 611 177	
Shire of Wandering				
<u>Secondary</u> Wandering Community Centre	300	11 Down Street Wandering	Shire 9884 1056 CEO Alan Hart 0448 729 049	
Shire of West Arthur				

<u>Primary</u> Darkan Town Hall	300	Cnr Hillman Street and Butler Street	Shire office - 9736 2222 CEO – Nicole Wasmann – 97361222 hm Mobile - 0427 900 563	
Darkan Sport and Community Centre	150	Memorial Drive Darkan	CEO - Nicole Wasmann – 97361222 hm Mobile – 0427 900 563. Golf Club - Judy Wunnenberg - 9736 1161	
Duranillin Hall	150	Horley Road	Contact Shire 9736 2222 Dura Agencies 9862 9046 Hall Committee - Robyn Quill 9862 9010	
Moodiarrup Sports Complex	175	Arthur River - Boyup Brook Road Moodiarrup	Contact Shire - 9736 2222 Janette Whitaker – 9863 1056	
Arthur River Hall	250	Albany Highway	Hall Committee - Lisa Saunders 9862 6095 0427 626 078	
Arthur River Country Club Inc	100	East Arthur Road Arthur River	Hall Committee - Lisa Saunders 9862 6095 - 0427 626 078	
Shire of Wickepin				
<u>Primary</u> Harrismith Golf Club	100	Wickepin Harrismith Road Harrismith	Shire 9888 1005 A/Hrs Mark 0429 207 855	
<u>Primary</u> Wickepin Community Centre	500	Corner Johnson Street and Campbell Street Wickepin	Shire 9888 1005 A/Hrs CEO - 0429 207 855	

<u>Yealering Hall</u>	190	Wickepin Corrigin Road Yealering	Shire 9888 1005 0429 207 855 Yealering Shop - 9888 7106 Yealering Ag Parts - 9888 7095 or 0428 881 018	
Shire of Williams				
<u>Primary</u> Williams Main Hall & RSL Hall	270	9 Brooking Street Williams	CEO Geoff 9885 1005 - 0429 900 005 Britt Logie - 0428 851 357	
<u>Secondary</u> Williams Recreation Grounds Pavilion		Albany Highway Williams	CEO Geoff 9885 1005/ 0429 900005 Britt Logie - 0428 851 357	
<u>Secondary</u> Convention Centre (Earnshaw)	600	853 Williams Darkan Road Williams	CEO Geoff 9885 1005 – 0429 900 005 David Earnshaw - 0427 950 835	

B) Communities' pre-positioned equipment

Storage option	Address	Access / comments
Evacuation Centre - Narrogin Regional Leisure & John Higgins community Complex	Clayton Road Narrogin	



MONTHLY PROJECT STATUS REPORT

*Any changes from previous report are identified in red font.

PROJECT STATUS REPORT	February 2025	PSR NUMBER:	003*
PROJECT NAME	Development of Combined LEMA and Local Recovery Plans for the Shire's of Lake Grace, Kent and Dumbleyung - 2025		
PROJECT MANAGER	Brad Slater	DATE OF PSR	07/03/2025
PERIOD COVERED	01/02 – 28/02/2025	SCHEDULED DATE OF PROJECT COMPLETION	30/11/2025
WORK OWNER REP.	Ryan Sutherland (CESM Shire of Kent, Dumbleyung, and Lake Grace)		

DEFINITION OF TERMS USED WITHIN THIS PSR

STATUS	DEFINITION
COMPLETED	All scheduled works finalised.
HEALTHY	Refers to Project Status and Project Components; all aspects progressing as expected; nil identified impediments.
AT RISK	An element of concern has been identified for the relevant component of project; will be identified further on the Project Risk Register, with Risk Owner identified and actions required to reduce/eliminate as applicable.
IN PROGRESS	Project work has commenced on element; progressing without known impediment.
NOT COMMENCED	Works have not yet commenced; generally due to stage of Project not being reached yet.
PROGRESS HALTED	Generally caused by an identified risk being realised; this term is used to identify a component of the Project requiring significant focus to continue actioning.

PROJECT STATUS THIS MONTH

OVERALL PROJECT STATUS	HEALTHY	SUMMARY	Commencement of Project achieved as per Scope of Works, with nil impediments realised. Nil issues identified to prevent the planned works from being achieved.
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PROJECT COMPONENTS AS OF PSR DATE

COMPONENT	STATUS	OWNER	NOTES
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BUDGET	HEALTHY	Brad Slater	Nil budget from Work Owner representative applicable; all costs to be paid upon finalisation of Project via invoice.
SCHEDULE	HEALTHY	Brad Slater	Schedule for Project has been reviewed by Project Manager and Work Owner representative; with authorisation/s achieved by Work Owners. Project remains on schedule.
QUALITY	HEALTHY	Brad Slater	Quality assurance for Project is intended to be achieved through continued engagement between parties e.g., through monthly Project Status Reports, and MS Teams meetings scheduled as required between parties.
SCOPE	HEALTHY	Brad Slater	The Scope of Work for the Project has been approved by all stakeholders, with any changes to be discussed and approved between parties as applicable.

PROJECT RISK REGISTER

RISK	RISK OWNER	MITIGATIONS / COMMENTS
There is a risk that delays in achieving the key deliverable will be experienced, with this due to delays in achieving milestones 1 to 5.	Brad Slater	Risk owner's intent is to work with Work Owner Representative to identify any potential project risks, and to select appropriate treatment options to mitigate through elimination or substitution.

PROJECT DELIVERABLE

There is one key deliverable for this project; that being the development of Combined LEMA and Local Recovery Plans for the Shire's of Lake Grace, Kent and Dumbleyung; with project completion date expected of November 2025.

PROJECT MILESTONES

MILESTONE	STATUS
1. Scope of Works agreed to and approved by all parties.	COMPLETED
2. Contemporary risk register developed for each LGA.	IN PROGRESS
3. Contemporary Local Recovery Plan for each LGA developed.	NOT COMMENCED
4. Final combined LEMA provided for LEMC endorsement; presented at the October 2025 LEMC Meeting.	NOT COMMENCED
5. Discussion Exercise (DiscEx) facilitated at the October 2025 LEMC Meeting; post-exercise report provided.	NOT COMMENCED

PROJECT SCOPE OF WORKS

COMPLETED WORKS AS OF THIS PROJECT STATUS REPORT		
COMPLETED DATE	STATUS	DETAILS
16/12/24	COMPLETED	Scope of works finalised, understood and signed by all parties.
16/01/25	COMPLETED	Review of existing risk register and associated documents for Shire of Lake Grace.

16/01/25	COMPLETED	Review of existing risk register and associated documents for Shire of Kent.
16/01/25	COMPLETED	Review of existing risk register and associated documents for Shire of Dumbleyung.
28/02/25	COMPLETED	Development of draft Community Emergency Risk Management Workshop presentation.
PLANNED WORKS AS OF THIS PROJECT STATUS REPORT		
EXPECTED DATE	STATUS	DETAILS
25/03/25	NOT COMMENCED	Facilitation of Shire of Lake Grace risk assessment / community workshop (pm).
26/03/25	NOT COMMENCED	Facilitation of Shire of Kent risk assessment / community workshop (pm).
27/03/25	NOT COMMENCED	Facilitation of Shire of Dumbleyung risk assessment / community workshop (pm).
08/04/25	NOT COMMENCED	Development of risk register for Shire of Lake Grace.
09/04/25	NOT COMMENCED	Development of risk register for Shire of Kent.
10/04/25	NOT COMMENCED	Development of risk register for Shire of Dumbleyung.
28/04/25	NOT COMMENCED	Development of Local Recovery Plan for Shire of Lake Grace.
29/04/25	NOT COMMENCED	Development of Local Recovery Plan for Shire of Kent.
30/04/25	NOT COMMENCED	Development of Local Recovery Plan for Shire of Dumbleyung.
23/05/25	NOT COMMENCED	Development of draft combined LEMA (v.0.0).
06/06/25	NOT COMMENCED	Draft LEMA (v.0.1) provided for review and comments.
20/06/25	NOT COMMENCED	Draft LEMA (v.0.2) provided for review and comments.
04/07/25	NOT COMMENCED	Draft LEMA (v.0.3) provided for review and comments.
18/07/25	NOT COMMENCED	Draft LEMA (v.0.4) provided for review and final comments.
28/07/25	NOT COMMENCED	DiscEx 'concept' provided for review, comments and approval by Exercise Sponsor/s.
04/08/25	NOT COMMENCED	DiscEx 'plan' provided for review and comments.
18/08/25	NOT COMMENCED	Final LEMA (v.1.0) provided for LEMC review period [4 weeks over 18/08-15/09/25]
29/10/25	NOT COMMENCED	Presentation at Shires of Dumbleyung, Kent, and Lake Grace combined LEMC for endorsement.
29/10/25	NOT COMMENCED	DiscEx to strengthen LEMA review outcomes actioned.
24/11/25	NOT COMMENCED	DiscEx post-exercise report provided.

FUTURE PSR FOCUS

The focus of all future Monthly PSRs will be completion of Planned Works as identified above.

REPORT AUTHORISATION

NAME	Brad Slater
CONTACT PHONE	0461 275 950
CONTACT EMAIL	brad@krisisconsultancy.com.au
DATE	07/03/2025
SIGNATURE	<i>Bradley Slater</i>

Please note: this report is provided to update the recipient/s in relation to ongoing tasks pending and/or achieved for this project. It is not intended to replace the requirement for provision of verbal updates if requested at the relevant LEMC meetings.

**LOCAL EMERGENCY MANAGEMENT COMMITTEE
DISTRICT EMERGENCY MANAGEMENT ADVISOR REPORT
January to March 2025**

STATE NEWS

The last meeting of the State Emergency Management Committee (SEMC) was held the 4 December 2024. The next meeting is the 13th March. SEMC Communiques can be found [here](#).

STATE CONSULTATION REQUESTS

Review - State Recovery Arrangements in the EM Framework – DFES

Since 2020, WA has faced an increasing number of large and complex disasters requiring higher levels of State Government support for recovery. Our current recovery practices have evolved and the recovery arrangements in the existing State Emergency Management (EM) Framework no longer reflect the needs of WA communities or our recovery capabilities. The State Emergency Management Committee (SEMC) asked the Department of Fire and Emergency Services (DFES) to review the recovery arrangements in the EM Framework. As a result of this review, DFES has recommended comprehensive amendments to contemporise the recovery chapters in the EM Policy, Plan and Procedure.

The proposed amendments more clearly define the recovery arrangements, roles and responsibilities of State Government, and provide greater clarity for Local Government about when and how the State Government will become involved in a recovery. The amendments:

- introduce a four-tiered (R1-R4) model where State involvement in recovery increases depending on the complexity of recovery and capacity and capability of local government;
- enable the State Government to appoint a recovery coordinator for a R3 recovery, and a controller for a R4 recovery;
- establish a mechanism for the State to provide support to a local government where a recovery coordinator or controller is not appointed but the local government needs some additional support (an R2 recovery);
- clarify the role of Hazard Management Agencies to initiate and coordinate early recovery activities during the response and early recovery phase;
- require the transition of recovery coordination from Hazard Management Agency to local (or State) government to be agreed and planned, with reduced emphasis on the Impact Statement as a 'trigger for handover';
- require local and State government to engage Community members to understand community needs and priorities, and in the planning, design and governance of recovery; and
- require the de-escalation of State involvement and transition back to 'business-as-usual' service arrangements to be planned and agreed between State and local government.

The proposed amendments do not alter the roles and responsibilities of local government under the *Emergency Management Act 2005* or the arrangements for funding provided by the Disaster Recovery Funding Arrangements Western Australia (DRFAWA).

Public consultation on the proposed amendments to the State Emergency Management Framework is being undertaken from **3 February to 2 May 2025**.

The Department of Fire and Emergency Services is offering information sessions and briefings to local governments and state government agencies. To register for an event visit



<http://www.engagewaem.com.au/recovery> or contact DFES at recoverypolicy@dfes.wa.gov.au.

For further information, or to provide feedback on the proposed amendments, visit the SEMC website at www.engagewaem.com.au/recovery.

STATE ADVICE

SEMC Strategic Plan Update

Work to develop a new SEMC Strategic Plan is continuing. Draft strategic objectives have been developed in consultation with all Subcommittees and District Emergency Management Committee Chairs.

It is expected to be considered for endorsement at the SEMC meeting in March 2025, following that the Minister will require approving it before publication and distribution.

The 2024 Emergency Preparedness Report

The Emergency Preparedness Report advises the Minister for Emergency Services on emergency management and the preparedness of the State to combat emergencies.

The [2023 Emergency Preparedness Report](#) report examined key changes to the emergency management sector over the last decade with a focus on WA's consideration of a systemic approach to disaster risk reductions.

The 2024 report will build on the systemic risk themes outlined in the 2023 report. Insights will be drawn from (1) incidents and emergencies; (2) state exercising; and (3) sector-based annual reporting processes (including LEMC and DEMC annual reporting).

This report is a snapshot in time of the level of emergency management capability and preparedness we have, as a state, to manage before, during and after emergency events. It highlights our strengths, weaknesses and areas for improvement statewide, and combines the input from about 170 agencies. Once the report is approved by the Minister, it will be circulated to all LEMCs.

Local Emergency Management Committee Handbook and useful tools

The [LEMC handbook](#) provides local governments with a summary of the actions and best practice principles as required under section 38 – 40 of the *Emergency Management Act 2005*, State Emergency Management Policy, procedures, and guidelines.

The LEMC Handbook provides a summary of the WA emergency management arrangements, key roles, and responsibilities and best practice advice for the administration of LEMC. The Handbook also includes sample LEMC Terms of Reference and Meeting Agenda templates, which can be downloaded from the SEMC website.

Australian Warning System (AWS)

Western Australia has adopted national consistency for cyclone, storm and flood warnings through the [Australian Warning System \(AWS\)](#). The wet weather hazards join bushfire and heatwave in using the AWS colours, icons and warning levels. Warnings also feature an action statement in the headline, giving clear advice to the community about how to stay safe.

Disaster Recovery Funding Arrangements

Natural disasters or terrorist acts can result in large-scale expenditure in the form of emergency and recovery assistance. To assist with this financial burden, the Australian and

Western Australian governments have joint arrangements in place to provide financial assistance in certain circumstances. These arrangements are referred to as the Disaster Recovery Funding Arrangements Western Australia (DRFAWA) and are administered by the Department of Fire and Emergency Services (DFES) on behalf of the WA State Government.

Recovery from disasters is a shared responsibility between individuals, households, businesses, communities and governments. The arrangements are designed as a safety net when costs to undertake recovery activities from an eligible disaster become significant.

For assistance to be made available under the DRFAWA, the event must meet all three of the following criteria:

1. The event was one or a combination of the ten specified disasters including bushfire, earthquake, flood, storm, cyclone, storm surge, landslide, tsunami, meteorite strike, tornado; or the event was a terrorist act.
2. A coordinated, multi-agency response was required.
3. Eligible expenditure relating to emergency assistance, damage to essential public assets and/or other eligible assistance provided in relation to the event exceeds \$240,000 across the affected local government areas.

For more information go to <https://www.dfes.wa.gov.au/recovery-funding>

For any queries, please email drfawa@dfes.wa.gov.au or call 1800 920 659.

DISTRICT NEWS

The next Great Southern District Emergency Management Committee meeting is scheduled for 19th March 2025.

A Preseason Preparedness Briefing for Great Southern Emergency Management District Local Governments and LEMC stakeholders was held online on the 20th November 2024.

LOCAL NEWS

LOCAL EMERGENCY MANAGEMENT ARRANGEMENTS

Please check the due date for your five-yearly LEMA reviews and allow a minimum of six months to complete the LEMA review process. Funding opportunities are available to assist with LEMA reviews.

The Local Emergency Management Arrangements Improvement Program

Building on the previous work of the LEMA Review, the LEMA Improvement Program is continuing to work toward a more capable and resilient community, through a local approach to emergency management.

The Western Australian Local Government Association (WALGA) has partnered with DFES on behalf of SEMC to deliver the improvement program. WALGA has received valuable feedback from Local Governments, which continues to inform the LEMA Improvement Program.

WALGA is facilitating a LEMA Working Group with representatives from 10 local governments who are providing advice to the project team and will co-design new templates and supporting resources.

The DEMAs meet with the WALGA and DFES LEMA Improvement Project Team monthly.

Pilot Program for LEMA Tools – Expression of Interest:

The proposed tools for LEMA approaches will be piloted with the broader Local Government sector. This will help inform the SEMC's rollout of a more fit-for-purpose LEMA model. Expressions of interest will be advertised through WALGA communications, please also let the DEMAs know if you are interested.



Initial criteria will include:

1. One local government from each band.
2. LEMAs that are overdue of due for renewal.
3. Local Governments that have not received AWARE funding for LEMA review.
4. Local Government commitment and capacity to support the pilot and progress to council endorsement.

The trial is expected to last 3-4 months. For additional information, please contact myself or Catherine Feeny (WALGA) by emailing cfeeney@walga.asn.au.

Until the reform of LEMA, local governments are advised to proceed as planned with LEMA reviews, so they maintain their obligations under the *Emergency Management Act 2005*.

Given the timeframes of the program please don't delay in preparing any LEMA that are due or nearly due for their 5-year review.

Disaster Recovery Funding Arrangements Video Modules

DFES has produced a series of videos about the Disaster Recovery Funding Arrangements for Western Australia (DRFAWA) to help local governments and State agencies understand the basics of how the arrangements work and the different types of assistance that might be available. The 6 videos are hosted in one module on MobiliseMe.

Where to access the module?

The DRFAWA video module can be accessed directly via this link <https://dfes.mobilise-me.com/index.php/Selfregistration/DRFAWA>

This link is also included on the [Recovery Funding website](#) under Resources.

For existing users of MobiliseMe, please contact recoverycapability@dfes.wa.gov.au for the module to be assigned to your profile.

Emergency WA App- download now!

Emergency WA offers the fastest, most reliable access to alerts and warnings for hazards across Western Australia.

The Emergency WA app is now available for download through the [App Store](#) or [Google Play](#).

The app allows users to:

- Create customised watch zones to receive relevant alerts and warnings.
- Receive tailored push notifications straight to their device.
- Access and listen live to ABC emergency broadcasts.
- Use a read aloud tool to listen to warnings.
- Upload and store documents in one place, such as their [Bushfire Plan](#).

This app sets a new standard for accessing lifesaving emergency information in Western Australia, with a number of national-first features.

GRANT PROGRAM UPDATES

The State Emergency Management Committee (SEMC) oversees the distribution of grant funding to support activities that reduce disaster risk and enhance WA's resilience to disasters. Information on funding opportunities can be found [here](#).

Disaster Ready Fund – Round 3 – Open Now!

The DRF is the Australian Government's flagship disaster resilience and risk reduction initiative, which will deliver up to \$200 million of Commonwealth funding annually to establish a comprehensive set of disaster resilience and mitigation projects across Australia, in partnership with Australian state, territory and local governments. This fund is Commonwealth

money, administered by the State through a Lead Agency, the Department of Fire and Emergency Services.

A comprehensive guideline document which outlines eligibility criteria, co-contribution requirements, assessment criteria and what the funding can be spent on is available [here](#).

As this is a highly competitive grant program, it is encouraged that you discuss your project idea and appropriate support for your project is gained, prior to application.

Your Project Proposals must be submitted to DFES via the [online application portal](#) by **5 pm (AWST) on 16 April 2025**. Late submissions will not be accepted.

If you have any questions in relation to the DRF grant program and associated round documents, please contact the grants team at DisasterResilienceGrants@dfes.wa.gov.au

Complied by: Charlotte Powis
District Emergency Management Advisor
Great Southern
Department of Fire and Emergency Services





Emergency Relief and Support

LEMC REPORT FOR DISTRIBUTION

3rd quarter 2024-2025

Local ERS contacts

Activation via Communities Emergency Operations Coordinator

M: 0418 943 835 and Email: emergencyservices@communities.wa.gov.au

Regional Manager:	Mark Schorer
Regional Coordinator/s:	Michael Phillips
Regional Officer:	Jo Spadaccini

Preparedness

- ERS is continuing to monitor the risks of the high threat season, combined with ongoing preparedness activities that support the event activation process.
 - As part of ERS seasonal preparedness, we have identified new locations for the pre-positioning of ERS equipment trailers to support rapid ERS deployment and response capabilities.
 - ERS continues to review local support services, such as accommodation providers and well-being services, that can be called on to support the needs of those people impacted by an emergency
 - The team will re-commence ERS Evacuation Centre training from Quarter 4 (April) across most regions. LEMC members are asked to identify staff or partners that may benefit from this training.
- The Local Emergency Response and Support Plan LERSP details the operational management and coordination of ERS under the Western Australian (WA) Local Emergency Management Arrangements (LEMAs).
 - The LERSP has been revised to ensure the content is more concise, and the structure more aligned to the State Support Plan.
 - All local governments will / have been asked for feedback and inputs to the LERSP prior to being tabled at the LEMC for endorsement.
- Preparedness lessons learnt and future opportunities

Local ERS contacts
○ Continued monitoring of high risk weather conditions particularly in those seasonal high tourism locations and the impact on availability of accommodation providers. ○ Development of a variety of opportunities for the pre-positioning of ERS equipment across LEMC areas taking into consideration LGA or commercial options. ○ Evacuation Centre Audits – with a view to supporting LGAs with DRF applications. DRF can be utilised to upgrade Evacuation centres with work such as: ▪ Improvements to local evacuations centres including support to improved electrical connectivity for power sources and the purchasing of generators. ▪ Upgrades to kitchens, bathrooms and ablutions to support capacity requirements. ▪ Installation of NBN satellite connection devices and; ▪ Cyclone rated upgrades. ○ Exercising with LEMC partners more in 2025 and leading discussions around the utilisation of evacuation centres by mining companies, schools, aged care facilities.
Response
Activations Quarter 3 November to 23 January 2025 • Pilbara Storm –Tom Price November • Wedge Island Bushfire – Jurien Bay November • Mount Adams Bushfire – Port Denison December • Carter Road Bushfire - Northam January • Green Range Bushfire - Albany January • Donnybrook Bushfire - Capel January • Myrup Bushfire - Esperance January • Karrakup Bushfire – Serpentine Jarrahdale January The State Support Plan – Emergency Relief and Support (SSP ERS) was approved by the State Emergency Management Committee at their meeting on 4 December 2024 with Statement of Fact changes. This change includes information on Plan Activation for Level 1 Incidents. <i>For Level 1 Incidents:</i> “Communities may be tasked by a HMA and/or Controlling Agency to provide ERS services to people impacted by this level of event within a single government or district area”. Aerodrome Learnings

Local ERS contacts

- The use of regional airports for in flight responses and diversions is becoming more frequent.
- The Department of Communities Emergency Relief and Support can be activated by the HMA, WA Police in the case of an air crash (State Hazard Plan Crash Emergency 4.2.1).
- The welfare of the passengers is the responsibility of the Airline unless the crash is declared by the HMA to be a level 2 or 3 incident.
- Aircraft mechanical faults, diversions, extended delays, and cancellations that affect passengers remain outside of Department of Communities ERS remit.
- Further information on ERS activation, deployment responsibilities and remit within the State Hazard Plan Crash Emergency is available from the Regional Coordinator.

Recovery

Kimberley Floods Recovery Program

- During Quarter 3 and 4 of the final year of the Kimberley Floods Recovery Program, Communities' key focus remains on supporting the Return to Home Journey for impacted community members.
- In addition to the Return to Home Journey, we continue to support impacted community members with financial assistance claims and practical, personal and wellbeing supports, that have been sourced from local providers.
- ERS continues to deliver consistent messaging to impacted community members and referrals to support services.

Bunbury Storms Recovery Program

- During Quarter 3 and 4 of the final year of the Bunbury Storms Recovery Program, Communities' remains focused on delivering financial assistance to allow impacted persons to replace essential household goods that were damaged during the storms.
- The Recovery Team also continues to support ongoing referrals for personal and wellbeing support services.

Western Australian Post-Disaster Cultural Outcomes Framework.

- The Framework includes a list of specific indicators that can be used to measure whether cultural outcomes are being achieved through the recovery process and can be used to support early recovery planning, as well as the evaluation of recovery programs.
- The Framework includes outcomes that are applicable across different communities, and can be adapted to the circumstances, needs and priorities of individual communities.

Recovery

- It can be used by anyone working in an Aboriginal community after a disaster, and can be implemented by local and State government, as well as non-government organisations.

Lakes Combined Local Emergency Management Committee



Community Emergency Services Manager (CESM) Report

Introduction

The CESM welcomes all attendees to the first combined LEMC meeting of the Shires of Dumbleyung, Kent and Lake Grace.

LEMC Contacts List

The LEMC Contacts List is a confidential list of stakeholders and committee associates involved in local emergency management. The contact's list is currently being revised and will reflect the names and contacts of the membership list outlined in the LEMC Terms of Reference.

The contacts list will not be publicly published, however will be held by each of the respective local governments and will be reviewed by the LEMC at each meeting. This will provide an opportunity to add or remove contacts, and to reflect changes in membership in-line with the Terms of Reference.

If you require to update contact details, please advise the Executive Officer (CESM) so that the list can be amended.

Guest Speakers

All LEMC attendees are invited to make recommendations for guest speakers and presenters for future meetings.

A Bushfire Risk Management (BRM) Liaison Officer (to Department of Education), Sarah Conlin, from DFES Bushfire Mitigation Branch (BMB) is scheduled to attend the LEMC meeting on 05 June 2025 at Shire of Lake Grace. Sarah will talk about the relationship between DFES and the Department of Education, and the advice DFES provides for risk management around schools.

Exercises

An exercise is scheduled at the LEMC meeting on 30 October 2025 at Shire of Dumbleyung. This will be hosted by Brad Slater to exercise the Local Emergency Management Arrangement and associated subordinate documents currently under review and in drafting.

High Threat Period 2024-2025

The high threat period for the three local governments has been eventful; and we continue to experience periods of high Fire Danger Rating (FDR). It's important that all remain vigilant during this time, especially while in the restricted period – when burning *may* be conducted under permit.

Lakes Combined Local Emergency Management Committee



Volunteer firefighters across all Shires have worked hard this season, and represented their Shires well when assisting across local government boundaries' noting in particular an incident in Shire of Wagin, and smaller incidents in the Shires of Katanning and Dumbleyung. Collectively, the Shires have responded to 67 incidents between 01 July 2024 and 06 March 2025. This amounts to 119 attendances by the Bush Fire Brigades operated by the three Shires.

Unfortunately, one firefighter was seriously injured during the high threat period, and this remains under review by the relevant local government. The health, safety and wellbeing of all volunteers remains the primary focus for each Shire, including by the provision of appropriate training and equipment. The commitment of our volunteer leadership to supporting this is recognised by the local governments.

Special Thanks

Thanks are given to Charlotte Powis (District Emergency Management Advisor) and Brad Slater (Consultant, Krisis Consultancy) for their contribution so far to the process of combining the three Shires under a common emergency management arrangement and committee.

The efforts of Kylie Armanasco, Jess Browne, Krissy Pearce and Zoey Eyre are also recognised for their work behind the scenes supporting this process.

LEMC & DEMC report – 3rd Quarter 2025

DPIRD's On-Call Coordinator Duty Phone

If needing to activate the State Support Plan: Animal Welfare in Emergencies or require assistance in the DPIRD support role of another Hazard Management Agency's incident, the contact number is **08 9368 3132**.

DPIRD's role in emergency management

- DPIRD is the Hazard Management Agency (HMA) for animal and plant pests and disease incursions. Refer to the [State Hazard Plan: Animal and Plant Biosecurity](#) for information on DPIRD's legislated roles and responsibilities.
- DPIRD is the executor of the State Support Plan for Animal Welfare in Emergencies. This includes livestock, horses, and companion animals. Refer to the [State Support Plan: Animal Welfare in Emergencies](#) for information on DPIRD's legislated roles and responsibilities.
- DPIRD may from time to time provide support to other agencies where requested. This includes administering some components of the [Disaster Recovery Funding Arrangements WA](#).

Responses – declared incidents

DPIRD is currently managing 5 level 2 incidents concerning plant pests/diseases and aquatic pests/diseases. Nil animal pest/disease incidents.

Pest or disease (level)	Status	Affected areas	Required actions
African Black Sugar Ant (Level 2 incident)	A pest of national significance, and all known infestations are under eradication. 	Jandakot, Balcatta, Kenwick, Narrogin, Landsdale.	African black sugar ants are a shiny dark brown ant about 2–3 mm in length. The ants are covered in thick blackish bristles and there is a pronounced spine between the thorax and abdomen (these features are only visible under a hand lens or microscope). African black sugar ants are highly likely to be suited to Australian conditions. They have a huge potential to establish in a wide variety of habitats, including precious, undisturbed bush areas. Once established, the aggressive behaviour and ability to produce huge super colonies of the ants may disrupt social, commercial and agricultural activities. The ant has been known to harvest plastic and infest electrical boxes and components, causing damage to infrastructure. While this ant is a significant threat to our environment, it does not sting people or pets.

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			Further information, including how to identify the pest, is on the African black sugar ant page of DPIRD's website. Report any suspected infestations to our Pest and Disease Information Service (PaDIS) via the MyPestGuide App or by contacting 08 9368 3080.
Browsing Ant (Level 2 incident)	A national eradication program is underway to tackle the Perth, Darwin, and Brisbane infestations.  Browsing ants monopolise food sources, and protect scale insects which can kill the plants they live on, impacting WA's billion-dollar horticultural industry.	Perth Airport, Belmont, Kewdale, Welshpool. Infestations also are present in Darwin and Brisbane.	Refer to information, including how to identify the pest, on the Browsing ant page of DPIRD's website. If you suspect a sighting, do not move ants on goods or vehicles. They are often moved in shipping containers, soil, mulch, fertilizer, and other plant material. Report any suspected infestations to our Pest and Disease Information Service (PaDIS) via the MyPestGuide App or by contacting 08 9368 3080.
Polyphagous shot hole borer (PSHB) (Level 2 incident)		The quarantine area was extended to cover the whole Perth Metro on 06/09/24. 30 LGAs are affected by PSHB. Refer to the quarantine area notice on the	PSHB is a tree-boring beetle that has a symbiotic relationship with a <i>Fusarium</i> fungus. It cultivates this fungus inside plants as a food source for themselves and their larvae. In susceptible trees, the fungus kills the tree by restricting or preventing the movement of water and nutrients within the tree. This causes symptoms such as Fusarium

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	To date, PSHB has only been found in the Perth metropolitan area. Intensive surveillance and management activities are underway across the metropolitan area which include: Surveillance to determine the distribution of PSHB. Containing the pest to prevent further spread to non-infested regions within Western Australia. Removal of infested plants to eradicate the beetle and save healthy, non-infested plants. Providing information and advice to the public, industry and other stakeholders. Ensuring all response activities are conducted safely, consistently and efficiently.	PSHB page of our website for the full list. Regional surveillance traps are currently deployed from Esperance to Geraldton, and a focus is on Southwest centres such as Bunbury, Donnybrook, Balingup, Bridgetown, and Manjimup. There has been no detection in these areas to date.	dieback and eventually tree death. The borer causes structural damage by creating tunnels, known as galleries, throughout the plant weakening the tree structure. PSHB poses a significant risk to our urban tree canopy. It is important that impacted LGAs stay up to date with the latest information. Refer to our PSHB page for detailed information. Report any suspected infestations to our Pest and Disease Information Service (PaDIS) via the MyPestGuide App or by contacting 08 9368 3080.
Red dwarf honeybee (RDHB) (Level 2 incident)	A pest of national significance. DPIRD is working to eradicate this.	Burrup Peninsula (Karratha)	Learn how to spot colonies on our red dwarf honeybee page. Report any suspected infestations to our Pest and Disease Information Service (PaDIS) via the MyPestGuide App or contacting 08 9368 3080.

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	 A quarantine area notice (QAN) is in place for the Burrup Peninsula to support eradication. Beekeepers with hives, equipment, or those who have collected swarms are not permitted to move them outside the quarantine area. A control zone was added to the quarantine area in July 2024. Refer to our website for more information. Members of the public and workers in the area are encouraged to report sightings. Those working in ports or dealing with imported goods are encouraged to report sightings.		
Queensland Fruit Fly (Qfly) (Level 2 incident)	Qfly affects fruits and fruiting vegetable trees impacting the state's agricultural industry.	Initially found in Palmyra and Willagee, the Red Zone has expanded to include the LGA Melville. A quarantine area notice (QAN) includes	Residents and businesses in the Red Zone must remove all fruit and fruiting vegetables. To stop the spread of Qfly, DPIRD is asking the community not to share host fruit or fruiting vegetables with family and friends unless cooked, frozen, or cut into bite-sized pieces. Fruit in the Red Zone must stay in the zone unless treated.

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	 A quarantine area (QA) has been declared in Perth's southern suburbs to support eradication. The QA requires residents and businesses to take action to help protect gardens and stop the spread of the pest to agricultural areas in the zoned areas. Further details on the requirements in the different zones can be found in the attached link. As of December 2024, total of 66 staff responding to the incident with intention to expand.	two zones. Firstly, a corrective action zone where the pest was first found, and a buffer zone of the surrounding suburbs within a 15 km radius of the initial detections.	More details on the Qfly and how to combat it can be found here - Queensland fruit fly (Qfly) updates Agriculture and Food Twice weekly baiting of street trees within 200 m of the detections, with an approved organic insecticide (Naturalure®), commenced on 25 November. Doorknocking and baiting of premises commenced on 16 December 2024.
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National alerts and investigations

Avian Influenza

CURRENT STATUS in WA: Absent – no known detections

Responses to outbreaks of H7 high pathogenicity avian influenza are currently underway in Victoria, New South Wales, and the ACT. Note that this is not the H5 strain currently causing concern globally. DPIRD is monitoring the situation and undertaking preparedness

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activities. Also, DPIRD is providing personnel and resources to support jurisdictions with confirmed outbreaks. Poultry producers and owners are encouraged to view our [avian influenza page](#) for information on preparedness and detection.

Tomato brown rugose fruit virus

CURRENT STATUS IN WA: Absent – no known detections

A highly contagious plant virus affecting tomatoes, capsicums, and chillies. It has been detected in South Australia in August 2024. It presents a significant risk to growers and the industry if established. No known detections in Western Australia currently. Industry and backyard growers are encouraged recognise and report signs and symptoms of the virus if found. Information is available on our [tomato brown rugose fruit virus page](#).

Animal Welfare in Emergencies

DPIRD is the executor of the State Support Plan for Animal Welfare in Emergencies (AWiE). Please note the following important notices regarding AWiE for district and local representatives:

- Please refer to DPIRD's [animal welfare](#) section of our website for resources, support, and contacts. Local governments can reach out to our Incident and Emergency Management Branch if they require advice and support for the development of their PAWE (contact emergencymanagement@dpird.wa.gov.au).
- DPIRD's Incident and Emergency Management Branch is undertaking preparedness and response activities where activated under the [State Support Plan - Animal Welfare in Emergencies](#).
- DPIRD is working with the SEMC to finalise responses to feedback on the proposed improvements to the [State Support Plan - Animal Welfare in Emergencies](#). The review is scheduled to be finalised in late 2025.

Important Disclaimer

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Shire of Lake Grace

Bush Fire Advisory Committee

Minutes

3 April 2025

Meeting Commencing at 4.00pm

Disclaimer

No responsibility whatsoever is implied or accepted by the Shire of Lake Grace for any act, omission or statement or intimation occurring during Council/Committee meetings or during formal/informal conversations with staff. The Shire of Lake Grace disclaims any liability for any loss whatsoever caused arising out of reliance by any person or legal entity on any such act, omission or statement or intimation occurring during Council/Committee meetings or discussions. Any person or legal entity who acts or fails to act in reliance upon any statement does so at that person's and or legal entity's own risk.

In particular, and without derogating in any way from the broad disclaimer above, in any discussion regarding any planning application or application for license, any statement or limitation or approval made by a member or officer of the Shire of Lake Grace during the course of any meeting is not intended to be and is not taken as notice of approval from the Shire of Lake Grace. The Shire of Lake Grace warns that anyone who has an application lodged with the Shire of Lake Grace must obtain and only should rely on WRITTEN CONFIRMATION of the outcome of the application and any conditions attaching to the decision made by the Shire of Lake Grace in respect of the application.

Minutes of the Bush Fire Advisory Committee Meeting held at the Newdegate Country Club, Newdegate, on 3 April 2025 at 4.00pm.

1 OPENING & ANNOUNCEMENT OF VISITORS

The Chairman, Anton Kuchling, declared the meeting opened at 4:07 pm.

2 ACKNOWLEDGEMENT OF COUNTRY

Presiding member to read:

I begin today by acknowledging the Ballardong people, Traditional Custodians of the land on which we meet today, and pay my respects to their Elders past, present and emerging. I extend that respect to Aboriginal and Torres Strait Islander peoples here today.

3 RECORD OF ATTENDANCE

Members	Delegate	Y/N	Deputy	Y/N
Councillor	Cr Ross Chappell	N	Cr Anton Kuchling	Y
CBFCO	Mr David Roberts	Y	Nil	
DCBFCO	Mr Brad Watson	Y	Nil	
Senior FCO – West	Mr Kevin Naisbitt	Y	Nil	
Senior FCO – Central	Mr Peter Walker	Y		
Senior FCO – East	Mr Hugh Roberts	Y		
CESM	Mr Ryan Sutherland	Y	Nil	
Lake Grace North BFB - FCO x 1	Mr Evan Wyatt	N	Mr Ross Chappell	N
Lake Grace South BFB - FCO x 1	Mr Scott Strevett	N	Mr Kevin Naisbitt	Y
Newdegate North BFB - FCO x 1	Mr Bill Lloyd	N	Mr Ian Lloyd	N
Newdegate South BFB - FCO x 1	Mr Geoff Richardson	N	Mr Wes Hall	Y
Newdegate Town BFB - FCO x 1	Mr Cal Tonkin	Y		
Varley BFB - FCO x 1	Mr Ben Hyde	Y		
Lake King - FCO x 1	Jason Sugg	Y	Mr Craig Newman	N
Mt Madden / Dunn Rock BFB - FCO x 1	Mr Anthony Teale	Y	Mr Lindsay Brownley	Y

Other Attendees on attendance sheet.

Amanda Giles, FCO.

Kylie Armanasco, Administration and Records Officer.

APOLOGIES:

Alan George, CEO.

Aaron Wooldridge, Deputy CEO.

Scott Strevett, FCO.

Scott Ball, FCO.
Bill Lloyd, FCO.
Ian Lloyd, FCO.
David Townsend (A/Area Officer, DFES).
Maria Lee (A/Regional Operations Manager, DBCA).
Ethan Giacometti (DBCA).

4 MINUTES OF PREVIOUS MEETING

BFAC Resolution 01/2025:

That the minutes of the Bush Fire Advisory Committee meeting held on 15 October 2025 be confirmed as a true and accurate record.

Moved: Ben Hyde

Seconded: Anthony Teale

Voting Requirements

Simple majority required.

4.1 BUSINESS ARISING FROM THE MINUTES

An update will be provided by relevant responsible person for each item.

Meeting Date	Brigade / Report Title	Details of Required Action	Resp Officer	Current Status	Action Completed
17/10/2019	Service Medals	Medals to ordered for 3 members. Ceremony to be organised.	Doug Dunham, Brad Watson and Cr Chappell to coordinate the event with the CEO.	Medals arrived, at the Shire. FCOs to decide who get medals.	Completed.
02/07/2020	Radio communication issues	Ongoing liaison regarding tower location.	DFES GS/ Operational Communications	FCO Sugg recommended contacting Western Power and WAPF regarding use of their antennas.	Ongoing

2022	Shire BFB Life Membership	A plaque/board is to be established in the Shire Office. BFBs will provide endorsement about life membership.	CBFCO/CESM	Initial discussion. Criteria: CBFCO/DCBFCO /FCO/Captains extended or exceptional service. Timber board to be established at the Shire office. A shire magnet Name Badge or small trophy suggested.	Ongoing. CESM: <i>Shire of Lake Grace Bush Fire Brigade Local Law</i> (December 2015) sets out the process for honorary life membership. ¹
17 Oct 2023	BFBs to have Meetings	CBFCO Roberts requested that all BFBs need to have meetings to engage the community with local FCOs. A guest speaker be sought to present to Brigades.	Captains	WhatsApp groups setup and are used.	Ongoing
15 Oct 2024	BFAC Resolution 03/2024: Adoption of training schedule	Delivery of Firefighting Skills and Bushfire Safety Awareness training.	CESM/Captains	Training delivered at Lake King and Varley BFBs.	Ongoing
15 Oct 2024	BFAC Resolution 05/2024: Requirement of members to complete training	Requirement of existing volunteers to complete Firefighting Skills and Bushfire Safety Awareness within 24 months.	CESM/Captains	Notification letters sent to 69 registered volunteers.	Ongoing

¹ *Bush Fire Brigades Local Law*, 4.5: An honorary life member may be appointed “the bush fire brigade may by a simple majority resolution...in recognition of services by that person to the bush fire brigade.”

15 Oct 2024	BFAC Resolution 06/2024: Farmer Response Brigades to complete training.	All Farmer Response members yet to do so, are to complete Rural Fire Awareness within 2 months.	CEO/ CBFCO/DCBF CO/CESM	Notification letters sent to 38 registered volunteers. 30 remain non-compliant. CBFCO/DCBFCO and CESM liaising.	Ongoing
15 Oct 2024	BFAC Resolution 07/2024: Review of Bush Fire Brigade Operating Procedures.	Document to be reviewed and issued to all volunteers.	CESM/ BFAC	First draft completed and submitted 26 March 2025 for BFAC consideration.	Ongoing
15 Oct 2024	BFAC Resolution 08/2024: Volunteer induction package.	To include the Bush Fire Brigade Local Laws, Bush Fire Brigade Operating Procedure, Work Health and Safety obligations. To be made available to members.	CESM	In draft, and to be made available in paper and eForm.	Ongoing.
15 Oct 2024	Minutes 14.3.4: Online Permitting	The Shire investigate online permitting.	Shire/ CESM	Examples investigated: City of Wanneroo (Permit to set fire to the bush Permit to set fire to the bush) Shire of Northam Request for Permit to Set Fire to the Bush	Ongoing.

5 REPORTS

5.1 CHIEF BUSHFIRE CONTROL OFFICER

The Chief recognised the efforts of volunteers particularly as it was a busy start to the harvest season; however, the season as whole was not severe. It was noted that it is frustrating to see responders not complying with personal protective equipment (PPE) requirements, as well as there being some high-risk behaviour. This included the riding on the back of trailers and, in instances, utes. However, an improvement in the use of PPE and safer behaviour was noted as the season progressed.

The Chief thanked and recognised DCBFCO Brad Watson and FCO Bill Lloyd for their longstanding commitment and efforts. The Chief also thanked FCO Ross Chappell as the outgoing Council representative of BFAC.

5.2 DEPUTY CHIEF BUSHFIRE CONTROL OFFICER

The Deputy Chief recognised FCOs Peter Walker and Kevin Naisbitt for their efforts over the fire season; despite the season not having any significant incidents. The Deputy Chief also reported on the joint pre-season meeting of the Lake Grace North and South Brigades, recognising the efforts of the captains and members who attended. This was a good turn out and provided an opportunity to issue uniforms, which can be stepped up in preparation for the next fire season.

5.3 BRIGADE CAPTAINS

5.3.1 Lake Grace North BFB (Farm Response)

Per DCBFCO report.

5.3.2 Lake Grace South BFB (Farm Response)

Per DCBFCO report.

5.3.3 Lake Grace Town BFB

Nil.

5.3.4 Newdegate North BFB (Farm Response)

Combined report with Newdegate Town and South. Improved safety compliance, including more present use of PPE and less riding on the back of utes and trailers was noted during the fire season. FCOs Wes Hall and Ian Lloyd were recognised for their assistance and leadership.

5.3.5 Newdegate South BFB (Farm Response)

Per Newdegate North BFB report. FCO Wes Hall added that attendance at the pre-season meeting is important for the issuing of PPE. Members need to be encouraged to attend.

5.3.6 Newdegate Town BFB

Per Newdegate North BFB report.

5.3.7 Varley BFB

A training session was held in February 2025, and this went well with attendance from the Brigade and neighbouring BFBs.

5.3.8 Lake King Town BFB

Equipment Officer Sally Hennessey was recognised for her effort coordinating the distribution of PPE. There was a notable incident at Arkle Farms, and this was well responded to. There was an opportunity to use the Fast Fill Trailer. It is encouraged that each FCO be provided a handheld UHF radio.

5.3.9 Mount Madden/ Dunn Rock BFB (Farm Response)

The Brigade had a beneficial meeting prior to the fire season. There has been communication issues regarding scheduled maintenance and service to WAERN radios fitted to vehicles.

6 DEPARTMENT OF FIRE AND EMERGENCY SERVICES

Report attached (Attachment 1 – not for public distribution).

7 DBCA PARKS & WILDLIFE SERVICE

Report attached (Attachment 2).

8 COMMUNITY EMERGENCY SERVICES MANAGER

Report attached (Attachment 3).

Upper Great Southern Training Calendar attached (Attachment 4).

The CESM advised of correspondence from DBCA to Shire of Lake Grace outlining prescribed burning activities planned for Lake King Unclaimed Crown Land (UCL) and Silver Wattle Hill and Dragon Rock Nature Reserves during April and May 2025.

9 NOMINATIONS FOR ROLES

All roles were declared vacant and nominations were received.

9.1 NOMINATION FOR AND ELECTION OF PRESIDING MEMBER

As per the Terms of reference, BFAC members are to appoint a presiding member. The presiding member can be any of the members of the committee.

Presiding Member	
Nominee:	Ben Hyde

9.2 NOMINATIONS FOR FIRE CONTROL OFFICERS

9.2.1 NOMINATIONS FOR FCO

Legal Implications

S.38. Local government may appoint bush fire control officer

- (1) A local government may from time to time appoint such persons as it thinks necessary to be its bush fire control officers under and for the purposes of this Act, and of those officers shall subject to section 38A(2) appoint 2 as the Chief Bush Fire Control Officer and the Deputy Chief Bush Fire Control Officer who shall be first and second in seniority of those officers, and subject thereto may determine the respective seniority of the other bush fire control officers appointed by it.

- (2A) The local government shall cause notice of an appointment made under the provisions of subsection (1) to be published at least once in a newspaper circulating in its district.

The presiding member to call for nominees to the role of Bush Fire Control Officer.

Fire Control Officers		
District:	Name:	Call Sign:
Lake Grace North	Brad Watson	Lake Grace North 12
	Evan Wyatt	Lake Grace North 11
Lake Grace South	Kevin Naisbitt	Lake Grace South 22
	Scott Strevett	Lake Grace South 24
Lake Grace Town	Chad Stanton	Lake Grace VFRS Captain
	Anton Kuchling	Lake Grace VFRS Lieutenant
Newdegate North	Ian Lloyd	Newdegate North 32
	Aaron Guelfi	Newdegate North 35
	Dean Rintoul	Newdegate North 36
	Craig (Bob) Shalders	Newdegate North 38
	Peter Walker	Newdegate North 39 (Lake Grace Deputy)
Newdegate South	Geoff Richardson	Newdegate South 42
	Wes Hall	Newdegate South 44
	Dwight Ness	Newdegate South 40
Newdegate Town	Callan Tonkin	Newdegate Town1
Lake King/Varley	Ben Hyde	Varley 52
	Craig Newman	Varley 53
	Scott Ball	Varley 51
	Hugh Roberts	Lake King 57
Lake King Town	Jason Sugg	Lake King 54
Varley Town	Ben Hyde	Varley 52
Mt Madden/Dunn Rock	David Roberts	Mt Madden 60 (Lake Grace Chief)
	Lindsay Brownley	Mt Madden 62
	Anthony Teale	Mt Madden 63
	Amanda Giles	Dunn Rock 72
	Rhys De Landgraft	Dunn Rock 70
	Tyson De Landgraft	Dunn Rock 71
Shire of Lake Grace	Ryan Sutherland	CESM Lake Grace
	Craig Elefsen	Infrastructure Manager

	Steven Ball	Lake Grace Ranger
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9.2.2 NOMINATIONS FOR CBFCO & DCBFCO

Legal Implications

S.38. Local government may appoint bush fire control officer

- (1) A local government... shall subject to section 38A(2) appoint 2 as the Chief Bush Fire Control Officer and the Deputy Chief Bush Fire Control Officer who shall be first and second in seniority of those officers, and subject thereto may determine the respective seniority of the other bush fire control officers appointed by it.
- (2A) The local government shall cause notice of an appointment made under the provisions of subsection (1) to be published at least once in a newspaper circulating in its district.

The presiding member to call for nominees to the role of Chief Bush Fire Control Officer (CBFCO) and Deputy Chief Bush Fire Control Officer (DCBFCO).

Chief & Deputy Bush Fire Control Officers		
Role	Nominee	Callsign
CBFCO	David Roberts	Lake Grace Chief / LG Chief
DCBFCO	Peter Walker	Lake Grace Deputy / LG Deputy

9.2.3 NOMINATIONS FOR SENIOR FCO

The presiding member to call for nominees to the role of Senior Bush Fire Control Officer.

Senior Bush Fire Control Officers	
Senior Fire Control Officer - West	Kevin Naisbitt
Senior Fire Control Officer - Central	Callan Tonkin
Senior Fire Control Officer - East	Hugh Roberts

9.2.4 NOMINATION OF FIRE WEATHER OFFICERS

Legal Implications

Bush Fires Act 1954 (WA)

A Fire Weather Officer may authorise a person who holds a permit to burn, to carry out that burn if the fire danger forecast is “catastrophic”, “extreme”, or “high”.

38. Local government may appoint bush fire control officer

- (8) An approved local government may appoint to the office of fire weather officer such number of senior bush fire control officers as it thinks necessary.
- (9) Where more than one fire weather officer is appointed by a local government the local government shall define a part of its district in which each fire weather officer shall have the exclusive right to exercise the power conferred by subsection (17).
- (13) The local government shall give notice of an appointment made under subsection (8) or (10) to the FES Commissioner and cause notice of the appointment to be published at least once in a newspaper circulating in its district and the FES Commissioner shall cause notice of the appointment to be published once in the Government Gazette.
- (17) A fire weather officer of an approved local government ..., may authorise a person who has received a permit under section 18(6)(a), to burn the bush ... notwithstanding that for any day, or any period of a day, specified in the notice the fire danger forecast issued by the Bureau of Meteorology in Perth, in respect to the locality where the bush proposed to be burnt is situated, is “catastrophic”, “extreme”, or “high”, and upon the authority being given the person, if he has otherwise complied with the conditions prescribed for the purposes of section 18, may burn the bush.

The Shire of Lake Grace received approval in accordance with *Bush Fires Act 1954* (WA) section 38(8) on 19 December 1958 to appoint Fire Weather Officers. This now includes up to four Fire Weather Officers and up to four Deputy Fire Weather Officers. As such, in accordance with subsection (9), the Shire may define up to four parts of its district in which each fire weather officer shall have the exclusive right to exercise the power conferred by subsection (17).

Fire Weather Officers & Deputies

Defined District Part:	Zones 1 and 2	Zones 3 and 4	Zones 5, 6 and 7
Fire Weather Officer:	Brad Watson	Peter Walker	David Roberts
Deputy Fire Weather Officer:	Kevin Naisbitt	Calan Tonkin	Anthony Teale

9.2.5 Acceptance and Resolution

BFAC Resolution 02/2025:

That the Bush Fire Advisory Committee nominates to the CEO for the 2025/2026 bush fire season the persons listed as successful nominees in the Minutes of this meeting to be appointed to the positions of:

- Presiding Member
- Fire Control Officers
- Chief Bush Fire Control Officer
- Deputy Chief Bush Fire Control Officer
- Fire Weather Officers

The Committee expressed its appreciation and recognition to departing DCBFCO Brad Watson for his service.

Moved: Anthony Teale

Seconded: Wes Hall

Voting Requirements

Simple majority required.

9.3 NOMINATION OF AUTHORISED OFFICERS

9.3.1 Officers Authorised to issue Cover and Proclaimed Plant Burning Permits

Authorise the following persons, under s.24 of the Act, to issue cover and proclaimed plant burning permits in conjunction with the closest available Fire Control Officer to the person making the application:

Officers Authorised to issue Cover and Proclaimed Plant Burning Permits
Chief Bush Fire Control Officer
Deputy Chief Bush Fire Control Officer
Chief Executive Officer
Community Emergency Services Manager

Voting Requirements:

Simple majority required.

9.3.2 Bush Fire Control Officers Authorised to issue Harvest & Vehicle Movement Bans

Authorise the following bush fire control officers, under r.38A of the Bush Fire Regulations 1954, to prohibit the operation of any engines, vehicles, plant or machinery during the prohibited burning times or restricted burning times, or both, where the operation of such machinery is, in the opinion of the officer, likely to cause a bush fire, or would be conducive to the spread of a bush fire:

FCOs Authorised to issue Harvest & Vehicle Movement Bans (in order of seniority)
Chief Executive Officer
Chief Bush Fire Control Officer
Deputy Chief Bush Fire Control Officer(s)
Community Emergency Services Manager

Voting Requirements:
Simple majority required.

9.3.3 Authorised Officers - Acceptance and Resolution

BFAC Resolution 03/2025:

That the Bush Fire Advisory Committee nominates to the CEO that the roles listed in the Minutes of this meeting to be appointed to the positions of:

- Clover and Proclaimed Plant Burning Permits Authorised Officers; and
- Harvest & Vehicle Movement Ban authorised officers.

Moved: David Roberts

Seconded: Anthony Teale

Voting Requirements

Simple majority required.

10 GENERAL BUSINESS

10.1 Membership Check/ Updates

- Brigade lists will be available to be reviewed after the BFAC meeting.
- Please notify the CESM to remove the name of any member whose membership requires cancellation from a brigade.

10.2 Firebreaks and Asset Protection Zones

BFAC consider the adoption of Asset Protection Zones (AZP) to be enforced under *Bush Fires Act 1954* (WA) section 33, creating a defensible space adjacent to buildings. This acts a break against fire spread as well as defensive base from which firefighting can occur.

BFAC Resolution 04/2025:

Asset Protection Zones are required around each residence, inhabited structure, or structure which is a place of work. An APZ is to consist of a 3-metre area around the structure with:

- Grass no higher than 100 millimeters; and,
- Fine Fuels: combustible dead vegetation matter less than 6 millimetres in thickness reduced to and maintained at an average of two tonnes per hectare.

Moved: Brad Watson

Seconded: Jason Sugg

Voting Requirements

Simple majority required.

10.4 Bush Fire Brigade Operating Procedures

BFAC Resolution 05/2025:

The Bush Fire Brigade Operating Procedures were tabled, and the Committee carry these for consideration at the next meeting of the Committee.

The Committee endorses the banning of firefighting personnel riding on trailers.

Moved: David Roberts

Seconded: Anthony Teale

Voting Requirements

Simple majority required.

10.5 Harvest and Vehicle Movement Guide Checklist

The Committee sought that the Shire create a HVMB Checklist to assist in determining the terms and conditions of a HVMB. This document be reflected as a public guide to assist with enquiries about what activities are and are not allowed during a HVMB. Specific clarification is sought from the CESM regarding:

- The closure of roadways during a HVMB; and,
- Guidance on activities involving seed cleaning.

BFAC Resolution 06/2025:

A Farmer Response Bush Fire Brigade, known as the Lake Camm Bush Fire Brigade, be formed consisting of farmer response volunteer firefighters who reside north of Lake King - Norseman Rd.

Moved: David Roberts

Seconded: Anthony Teale

Voting Requirements

Simple majority required.

10.6 Lake Camm Bush Fire Brigade (Farmer Response)

10.7 General Business

10.7.1 Esperance Communications

Committee members requested the CESM contact Esperance Communications regarding servicing and maintenance coordination.

10.7.2 Personal Protective Equipment

The Committee discussed the importance of registered volunteer firefighters attending pre-season meetings to ensure they appropriately equipped with PPE. The Committee discussed the prioritisation of existing members for PPE fitting, and identified different PPE, including overalls, which can be made available.

10.7.3 Training

The Chief advised all FCOs to consult with the CESM about their training requirements and current training needs.

10.7.4 HVMB Declaration

The Chief outlined that when declaring HVMBs during Total Fire Bans, HVMBs will be declared by zone as opposed to Shire-wide at once. This is in accordance with the discretion provided by *Bush Fire Regulation 1954* (WA) regulation 24C(2).

The Deputy Chief encouraged that FCOs ought not be complacent by relying upon the use of weather stations. The use of kestrels to sanity-check the fire behaviour index and weather station readings was encouraged. The following FCOs were identified as requiring kestrels:

- Aaron Guelfi
- Callan Tonkin
- Anthony Teale
- Jason Sugg

10.7.5 UHF Radios

BFAC Resolution 07/2025:

The Committee endorse that it be mandatory that all firefighters attending fires be equipped with a UHF radio.

Moved: Hugh Roberts

Seconded: Brad Watson

Voting Requirements

Simple majority required.

11 MEETING CLOSED

The meeting was declared closed at 6:15PM.



Department of **Biodiversity,
Conservation and Attractions**



Report for Lake Grace Shire BFAC Meeting April 2025

Bushfires

We have had 31 bushfire incidents in the DBCA Wheatbelt Region this season to date that have required DBCA reporting. Header fires requiring water bomber activation and lightning are the main causes of bushfires. Total number of fires has increased again due to the presence of water bombers in the region during harvest

12 of the 31 bushfires have occurred in the DFES Upper Great Southern Region and none in the Shire of Lake Grace.

Bushfire Mitigation

Dragon Rocks Nature Reserve

The burn in the most SW corner of the reserve, was scrub rolled in Autumn 2023 along the perimeter. The other burn in the centre of the reserve was burnt out by bushfire in January 2024.

Silver Wattle Nature Reserve

We are scrub rolling 40 metres around the perimeter of the reserve and then burning it to provide a fuel reduced buffer. A section either side of the Holland Track will be retained as well as some woodlands on the northern boundary.



Bush Fire Advisory Committee Meeting – 03 April 2025

Report – Community Emergency Services Manager – Lake Grace

Fire Season 2024 – 2025

A strong effort has been made by the Brigades and the FCO leadership group over the season, particularly in response to numerous incidents around Newdegate early in the season. This has included working with neighbouring shires, including the Shires of Dumbleyung and Katanning, which have been grateful for the assistance and leadership provided.

Seasonal statistics are available to review. These include:

- Current active operational members: 373.
- 37 recorded incidents for FY24/25 to 06 March. This is versus 27 for the same period in FY23/24, representing a 37% increase.
- 55 brigade attendances for FY24/25 to 06 March:
 - against 37 brigade attendances for the entirety of FY23/24.
 - Newdegate BFBs brigade attendances were 30 of 55 for FY24/25.
- Estimated area lost during this season: 95Ha (versus 155 Ha in FY23/24)

Unregistered (Spontaneous) Volunteers

- There were several spontaneous volunteers reported as attending fires managed by the Shire; however, we have recruited some of these people.
- The Shire relies heavily on FCOs to ensure that all personnel on the fire ground are managed and recorded for. Challengingly, this includes the attendance of unregistered volunteers.
- The Shire maintains a responsibility for the safety of unregistered volunteers when they are working in collaboration or under the instruction of BFBs or FCOs.
- All people on the fire ground need to have training and adequate PPE or firefighting clothing.
- If any FCO is uncomfortable about any person or behaviour on the fireground, as an officer appointed by the Shire, you have the power to ask that person to follow instructions or leave.

Fire Season 2025 – 2026

Appointment of Fire Control Officers

- Following endorsement from BFAC and FCO appointment by the Shire, FCOs will find that the appointment letter sent out has changed.
- The letter has been changed so that the Shire can allocate FCO's powers based upon each FCO's prior experience and training.
- The CEO, as the delegated authority to appoint FCOs, may choose which powers an FCO receives and this decision will be made with support from the CBFCO, DCBFCO and CESM.
- Appointed FCOs will need to sign and return a copy of the appointment letter to the Shire to demonstrate that they understand what powers they are allowed to use.

Funding and the Local Government Grant Scheme

Financial Year 2025 – 2026:

The Shire has finalised a submission to the Local Government Grant Scheme for funding for FY25/26. The Shire was awarded \$120,000 for FY24/25; however, has initially been offered \$107,410 for FY25/26. The Shire has requested a revised offer, of approximately \$153,000 seeking extra funding to bolster PPE distribution.

Capital Grants FY24/25:

The Shire has \$8,000 of LGGS capital grants funding available for the purchase of one fast fill trailer for Lake King BFB. Some of this funding has been allocated elsewhere in liaison with the Brigade and leadership, however we can still apply this to other projects if there are suggestions.

Personal Protective Equipment

- The Shire has ordered 40 sets of level 1 trousers and pants for FY24/25, as well as 200 half-face respirators and 200 goggles. Additional PPE purchases will likely be made as we close out FY24/25.
- As we approach Autumn now is the time to replace or issue PPE as required, please encourage members to contact your local Equipment Officer:
 - Bek Dunkeld, Newdegate Brigades;
 - Sally Hennesey, Lake King/Mount Madden/Dunn Rock Brigades.
 - Alternatively, please contact the CESM or Shire Administration to organise a time for PPE fitting or collection.

Training

- Courses are available across the Upper Great Southern, these are free and provided by DFES and St John Ambulance for First Aid training.
- Accommodation and catering (where needed) is funded for any training attendance.
- Courses in Firefighting Skills, Bushfire Safety Awareness, Rural Fire Awareness and Fire Control Officer can be coordinated locally within the Shire on request by volunteers. Volunteers are also invited to attend training with the Shires of Kent and Lake Grace.

2025 Upper Great Southern - Volunteer Training Calendar

Course name	Start date	End date	Location
First Aid – ALL YEAR ROUND – Via Public Courses or Via TSO or Area Officer / District Officer			
3 MARCH LABOUR DAY			
7 AND 8 MARCH WAGIN WOOLORAMA - 8 MARCH STATE ELECTION			
Casualty Transfer Systems	07-Mar-2025 17:00	07-Mar-2025 22:00	Hyden VFES
Manage Injuries	08-Mar-2025 08:00	09-Mar-2025 17:00	Hyden VFES
Pump Operations	15-Mar-2025 08:00	16-Mar-2025 17:00	Kulin VFRS
Fire Control Officer (FCO)	18-Mar-2025 08:00	18-Mar-2025 17:00	Narrogin Training Facility
AIIMS 2017	29-Mar-2025 08:00	30-Mar-2025 17:00	Narrogin Training Facility
Bushfire Safety Awareness (Blended)	01- Apr 2025 18:00	01-Apr-2025 22:00	Narrogin Training Facility
Bushfire Safety Awareness (Blended)	03 Apr 2025 18:00	03-Apr-2025 22:00	Boddington BFB
Structural Firefighting	05-Apr-2025 08:00	06-Apr-2025 17:00	Narrogin VFRS
(ROAC) Regional Operational Advisory Committee 17 th April			
12 APRIL TO 27 APRIL SCHOOL HOLIDAYS & EASTER WEEKEND			
Breathing Apparatus Draeger PSS7000/Entry Control Officer (ECO)	03-May-2025 08:00	04-May-2025 17:00	Narrogin VFRS
Storm & Water Damage Operations Ground	03-May-2025 08:30	03-May-2025 17:00	Pingelly SES
Storm & Water Damage Operations Roof	04-May-2025 08:30	04-May-2025 17:00	Pingelly SES
Storm & Water Damage Operations Roof Safety System	04 May 2025 08:30	04-May-2025 17:00	Pingelly SES
Bushfire Safety Awareness (Blended)	07 May 2025 18:00	07-May-2025 22:00	Kondinin VFES
11 MAY MOTHERS DAY			
Firefighting Skills	17-May-2025 08:00	18-May-2025 17:00	Kulin VFRS
Casualty Transfer Systems	16-May-2025 17:00	16-May-2025 22:00	Wagin VFRS
Manage Injuries	17-May-2025 08:00	18-May-2025 17:00	Wagin VFRS
Advanced Bush Firefighting and Crew Leader	23-May-2025 17:00	25-May-2025 17:00	Narrogin Training Facility
2 JUNE WESTERN AUSTRALIA DAY			
Bushfire Safety Awareness (Blended)	04 Jun 2025 18:00	04-Jun-2025 22:00	Williams VFRS
Road Crash Rescue (RCR)	07-Jun-2025 08:00	08-Jun-2025 18:00	Narrogin Training Facility
Off Road Driving	14-Jun-2025 08:00	15-Jun-2025 17:00	Hyden VFES
Emergency Driving	14-Jun-2025 07:00	15-Jun-2025 17:00	Koolinup Emergency Services Centre
HAZMAT	21-Jun-2025 08:00	22-Jun-2025 18:00	Dumbleyung VFRS
Storm & Water Damage Operations Ground	21-Jun-2025 08:00	21-Jun-2025 17:00	Wagin SES
Storm & Water Damage Operations Roof Safety System	22-Jun-2025 08:00	22-Jun-2025 17:00	Wagin SES
Storm & Water Damage Operations Roof	22-Jun-2025 08:00	22-Jun-2025 17:00	Wagin SES
5 JULY TO 20 JULY SCHOOL HOLIDAYS			
Bushfire Safety Awareness (Blended)	02 Jul 2025 18:00	02-Jul-2025 22:00	Dumbleyung VFRS
Firefighting Skills	26-Jul-2025 08:00	27-Jul-2025 17:00	Narrogin Training Facility
Sector Commander	26-Jul-2025 08:00	27-Jul-2025 17:00	Narrogin Regional Office
Structural Firefighting	02-Aug-2025 08:00	03-Aug-2025 17:00	Brookton VFRS
Casualty Transfer System	08-Aug-2025 17:00	08-Aug-2025 22:00	Pingelly VFRS
Manage Injuries	09-Aug-2025 08:00	10-Aug-2025 17:00	Pingelly VFRS
On Road Driving	16-Aug-2025 08:00	17-Aug-2025 18:00	Kondinin VFES
AIIMS 2017	23-Aug-2025 08:00	24-Aug-2025 17:00	Narrogin Training Facility
AFAC / WAFES 26 th to 29 th August			
3 TO 4 SEPTEMBER NEWDEGATE FIELD DAYS			
7 SEPTEMBER FATHERS DAY			
SES Team Leader	13-Sep-2025 08:00	14-Sep-2025 17:00	Narrogin SES
Bushfire Safety Awareness (Blended)	17 Sep 2025 18:00	17-Sep-2025 22:00	Wagin VFRS
Road Crash Rescue (RCR)	20-Sep-2025 08:00	21-Sep-2025 17:00	Brookton VFRS
Firefighting Skills	20-Sep-2025 08:00	21-Sep-2025 17:00	Boddington BFB
Emergency Driving	23-Sep-2025 07:00	23-Sep-2025 17:00	Koolinup Emergency Services Centre
Off Road Driving	04-Oct-2025 08:00	05-Oct-2025 17:00	Williams VFRS
Ground Controller	08-Oct-2025 16:00	08-Oct-2025 22:00	Narrogin Training Facility
Incident Controller Level 1 Volunteer	17-Oct-2025 17:00	19-Oct-2025 17:00	Narrogin Training Facility
Breathing Apparatus Draeger PSS7000/Entry Control Officer (ECO)	25-Oct-2025 08:00	26-Oct-2025 17:00	Pingelly VFRS

NOTES:

- **Participants need to register prior to attending courses** - Please **seek approval** from your Captain or Manager prior to registering for courses on eAcademy
- **Technical assistance** can be provided by contacting the Regional Office on tso.uppergreatsouthern@dfes.wa.gov.au
- All courses are **subject to change** date or location. Please check eAcademy for the latest information.
- **Extra** courses can be added through **your BGU** to the Area Officer OR District Officer if the BGU have identified a need.

First Aid Training Courses (FREE) St John Ambulance		
Location	Date	Time
Dumbleyung SJA Sub Centre	Tuesday, 18 March 2025	8:30AM – 4:30PM
Lake Grace SJA Sub Centre	Tuesday, 29 April 2025	8:30AM – 4:30PM
Narrogin Baptist Church	Wednesday, 16 April 2025	8:30AM – 4:30PM
Narrogin Baptist Church	Thursday, 15 May 2025	8:30AM – 4:30PM
Narrogin Baptist Church	Monday, 9 June 2025	8:30AM – 4:30PM
Wagin SJA Sub Centre	Thursday, 5 April 2025	8:30AM – 4:30PM
Wagin SJA Sub Centre	Saturday, 14 June 2025	8:30AM – 4:30PM
Williams SJA Sub Centre	Thursday, 3 April 2025	8:30AM – 4:30PM

Shire of Lake Grace

TOURISM ADVISORY COMMITTEE

MINUTES

DATE

Meeting Commencing at 10am on Tuesday 20th May 2025.

Disclaimer

No responsibility whatsoever is implied or accepted by the Shire of Lake Grace for any act, omission or statement or intimation occurring during Council or Committee meetings or during formal or informal conversations with staff. The Shire of Lake Grace disclaims any liability for any loss whatsoever caused arising out of reliance by any person or legal entity on any such act, omission or statement or intimation occurring during Council or Committee meetings or discussions. Any person or legal entity who acts or fails to act in reliance upon any statement does so at that person's and or legal entity's own risk.

In particular and without derogating in any way from the broad disclaimer above, in any discussion regarding any planning application or application for license, any statement or limitation or approval made by a member or officer of the Shire of Lake Grace during the course of any meeting is not intended to be and is not taken as notice of approval from the Shire of Lake Grace. The Shire of Lake Grace warns that anyone who has an application lodged with the Shire of Lake Grace must obtain and only should rely on WRITTEN CONFIRMATION of the outcome of the application and any conditions attaching to the decision made by the Shire of Lake Grace in respect of the application.

Acknowledgement of Country

I wish to acknowledge the traditional Custodians of the land on which we meet today, and pay my respects.

I extend that respect to Aboriginal and Torres Strait Islander peoples here today.



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SHIRE OF LAKE GRACE

Minutes of the Tourism Advisory Committee Meeting held at the Shire of Lake Grace Council Chambers on Tuesday 20th May 2024 commencing at 10am.

Objectives of the Shire of Lake Grace Tourism Advisory Council are to advise the Council on:

1. The identification, inclusion and implementation of tourism matters in Council's Strategic Community Plan (and other operational plans/annual budget) in order to increase tourism income in partnership with the Community, Commonwealth, State and Local government and other industry stakeholders
2. The coordination of and collaboration between Lake Grace Shire's tourist attractions, heritage museums (AIM Hospital etc), events, tourism promotion/marketing and services to visitors
3. Developing community understanding of the value of tourism
4. Industry development, employment and training to benefit tourism, heritage and events
5. Seeking funding to support and promote tourism and develop new and existing tourist attractions
6. Assisting in the development of current, quality information to visitors and stakeholders
7. Recognising and promoting excellence within the local tourism industry
8. To represent the Shire at Roe Tourism meetings and events

1.0 DECLARATION OF OPENING ANNOUNCEMENT OF VISITORS

Chairperson Cathie Kelly opened the meeting at 10.02AM on Tuesday 20th May 2025.

2.0 PRESENT

Chairperson	Ms Catherine Kelly	Community Representative Newdegate
Deputy Chairperson	Mrs Suzanne Reeves	Community Representative Lake Grace
Committee Member	Mr Kevin Penny	Community Representative Lake King
Shire Councillor	Mrs Deb Clarke	Shire of Lake Grace
Shire Representative	Mr Aaron Wooldridge	Lake Grace DCEO
Shire Representative	Mrs Jo Morgan	Lake Grace Visitor Centre Manager
Shire Representative	Mrs Vicki O'Neill-Gray	Lake Grace Visitor Centre Coordinator

3.0 APOLOGIES

Committee Member	Ms Carla Hyde	Community Representative Varley
Committee Member	Ms Sheena Zurnamer	Community Representative Varley
Committee Member	Mr Peter Stoffberg	Community Representative Lake Grace
Committee Member	Mr Norm O'Neill	Community Representative Pingaring
Shire Representative	Mrs Karen Humphrey	Lake Grace Visitor Centre

4.0 CONFIRMATION OF MINUTES

RESOLUTION

Moved: Mrs Suzanna Reeves

Seconded: Mrs Deb Clarke

That the Minutes of the Shire of Lake Grace Tourism Advisory Committee Meeting held on Tuesday 18th February 2025 be confirmed as a true and accurate record of the meeting.

CARRIED 7/0

5.0 MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN

nil

6.0 URGENT BUSINESS APPROVED BY THE CHAIRPERSON

nil

7.0 MEMBERS REPORTS

Kevin Penny – Lake King

On 9th April, I attended the LKPA general meeting. I discussed my idea of LKPA funding the upfront steel costs to get the HH battery together and stood up. Future costs should be met from a grants process. I relayed to the meeting that I had a call from ABC press at Albany, wanting to know more about the Granite Tanks. I replied that this will be a little while from a restoration project, as we will allow the National Trust (Eric Hancock) to conduct an archaeological survey of these tanks before proceeding. This will give more emphasis to the importance of these Tanks, as a water source not only for the construction of the number 1 RPF, but prospectors and miners in the area. These tanks along with the RPF are the oldest man-made structures in the Shire of Lake Grace.

TCWA, and myself as Battery Project manager are waiting for approval from LKPA to order steel etc.

We hope to organise our first busy bee at LK to start putting the Hatters Hill Battery together in June. We have two retired boilermakers on our team and are confident that our task of standing up the Battery soon will be met.

A proposal was also put to LKPA that through a donation to TCWA they will give free membership to those locals that help on the Battery project. This then provides insurance coverage.

To see a brief history of the circa 1890s Battery, see my post on SOLGTC Facebook page.

We are planning to combine our final battery busy bee with a TCWA soiree of the SE wheatbelt. Our soiree is planning to visit Cambinata Yabby Farm. Have an instructional day at a working shearing shed organized through Darren Spencer and visit Cathie Kelly at Hollands Track Farm BNB.

We plan to culminate our soiree with a visit to the Battery at LK in late September or early October, where we will host a rural press publicity photo shoot and news release. Townspeople and school children will be invited to this event, which aims to boost our project's visibility and allow families with ties to HH to come forward for our records. I will continue to share updates on the SOLGTC page. (think Carnamah Tractor).

The TCWA and Mitsubishi combined club trip to Lake King, Hatters Hill, and Hopetoun in early March was a success. We had fine weather and enjoyed the company of 21 vehicles. During the trip, we observed a couple of Granite Tanks that require restoration. I recently did a presentation to the rest of the Mitsubishi Club in Perth, to keep them informed and updated. They are very keen to come on board with TCWA on this project.

7.1 VISITOR CENTRE MANAGER REPORT

- The Visitor Centre has consistently been busy. Still, lots of Caravanners and Jam Patch can be 3-4 one night and none the next. Still complaints about the eco toilet being full, however foundations for the new toilets have started.
- Tourism Strategic Plan – still in progress. Currently working on next years budget. Once that's finalised all attention will be on the new Strategic Plan.
- Roe signs will be completed before Craig Elefsen leave us in July. He promises.
- Also follow up Lake Evelyn missing sign, good Astrotourism sign spot too.
- Wave signs are to be made by another company; one we were set to use have gone into admin.
- The new digital sign near the Visitor Centre is hard to read with the tree blocking the view. Also, often the text on the screen is too small to read. Feedback to council.
- Our casual Karen will be leaving us end of June. From an enthusiastic volunteer to a very well-loved member of staff we sure are going to miss her SO MUCH!
- Mary Nenke is hosting a short and sweet brainstorm session on Agritourism at the Cambinata Farms. A chance for locals to think tank ideas to draw the crowds our way. Wednesday 21st May 1 – 3pm.
- The Visitor Centre will soon be part of the Australian Adventure Passport group. We have almost given up on requesting the coins. Been asking for last 8 years?!!! So, a unique stamp collected all over Australia is the latest trend. After a few requests we jumped on the idea to be included.
- Our biggest budget request for next year will be a photographer to update our stock of photos on file. Whether we hire a videographer or attend social media lessons – we need to keep up to speed too. We would only promote businesses if they are paying members of Roe Tourism membership. Jo to send membership forms out
- Jo to attend this year's Tourism Conference in Fremantle 26 – 29th May. First year as Visitor Centre WA board member.

7.2 AIM HOSPITAL REPORT

- The AIM working group continue with research and preparations for the upcoming interpretation and grants due end of the year.
- Laura Grey's Consultation plan is now complete. Due to delays and Craig Elefsen now leaving the shire the 2026 celebrations will be split into 2. Celebrations in 2026 and completed projects of the building 2026 and beyond.

7.3 ROE TOURISM ASSOCIATION

- Meeting was Monday 19th May in Kulin. Aaron, Len & Jo attended.
- Associate membership to be encouraged in each town. \$25/year for listing on website and social media posts. Each shire to have 1 new paid member by next meeting.
- LGDHS has been contacted and will be involved in Roe Tourism video campaign, video interviews with school children about where they live. Consent forms are available. Roe and the school will work together on this.
- Thoughts on better ways to collect accommodation data.
- Wildflower season approaching, get to know hotspots and share.
- Festival of halls touring our shire and a few others. Keep checking events for times and dates. Comedy Gold touring some shires.
- Next meeting August 18th in Quairading

7.4 AUSTRALIA'S GOLDEN OUTBACK

- AGO have hosted 2 webinars of late. Social media and Destination Marketing. Video views are KING! Although it is time consuming. Social media experience is often a requirement in many job positions in tourism. There is a small business free service that assists with social media in Dumbleyung. Jo to enquire.
- AGO will be at Mary Nenke's farm Wednesday afternoon 1 – 3PM. A sundowner will be held in Dumbleyung at 5PM.

8.0 GENERAL BUSINESS

** Discussed Kevin Penny's report. Delayed as there were a few tech problems throughout the meeting.

- Aaron reminded us In accordance with Section 5.12 of the *Local Government Act*, the Local Government Authority is required to appoint a presiding member for the Tourism Advisory Committee. As such, we are now seeking nominations for the position of **Chairperson** of the Committee. The Council is seeking nominations. These are due back no later than Friday 30th May.

9.0 DATE OF NEXT MEETING

The next meeting is scheduled to take place on Tuesday 12th August 2025 commencing at 9.30am at the Shire of Lake Grace Council Chambers.

10.0 CLOSURE

There being no further business, the Chairperson closed the meeting at 11.03am.

6th May 2025

Good afternoon Alan,

Please see the club's response to your queries on the 24th April 2025:

- The determination and confirmation of the area required – *3.4ha, boundary fence 650m. We have increased the proposed area for the club to include a boundary fence of 650 meters. This adjustment has been made purely as a safety precaution to ensure a defined and secure boundary for our activities. Club members will erect a plain wire fence, so the area is clearly defined and signs displayed.*
- Confirmation of the layout – *please see the below map*
- The extent of Shire assistance required – *the only assistance from the Lake Grace Shire our Club require is the Lease Agreement, the approval and start date.*
- Full name: *Lakes Equestrian Riding Club*
- ABN: *84516243345*



Warm regards,

Cindy Nicholls

President

Lakes Equestrian Riding Club

041 890 2141

Lease – Portion of Reserve 20321 being part of Lot 350 on Deposited Plan 55294 - 6130 Newdegate-Ravensthorpe Rd, Lake King

Shire of Lake Grace
1 Bishop St Lake Grace WA
(Lessor)

Lakes Equestrian Riding Club Inc.
C/o Post Office
Lake King WA 6356
(Lessee)



Shire of Lake Grace

1 Bishop Street | PO Box 50 | LAKE GRACE WA 6353
Tel: (08) 9890 2500 | Fax: (08) 9890 2599
Email: shire@lakegrace.wa.gov.au

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Details

Parties

Shire of Lake Grace

of PO Box 50, Lake Grace, Western Australia 6353
(Lessor)

Lakes Equestrian Riding Club Inc.

of C/O Post Office Lake King, Western Australia 6356
(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 that part of the Land comprising 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;

Lessor's Fixtures and Fittings means any fixtures and fittings existing on the Premises at the Commencement Date;

Management Order means the management order made under section 46 of the *Land Administration Act 1997*, under which the Land was vested in the Lessor;

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

6.1 Rent

The Lessee must 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) The Lessee must 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) emergency services levy;
 - (e) land tax and metropolitan regional improvement tax on a single ownership basis;
 - (f) 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, the Lessee must 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) The Lessee must pay to the Lessor on demand:
- (a) all duty, fines and penalties payable under the *Duties Act 2008* and other statutory duties or taxes payable on or in connection with this Lease;
 - (b) all registration fees in connection with this Lease; and
 - (c) all legal costs of and incidental to the instructions for the preparation, execution and any duty payable on this Lease and all copies.

- (2) The Lessee must 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 estate in 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

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 or the Minister for Lands, 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 or the Lessee's Agents.

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. Casual Hire of Premises

10.1 Casual Hire Only

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;
- (c) the Lessee submits for the Lessor's approval a casual hire policy which includes, amongst other things, the provision of a bond; and
- (d) the Lessee complies at all times with any casual hire policy of the Lessor provided to the Lessee.

10.2 Lessee remains responsible for Premises at all times

The Lessee ACKNOWLEDGES 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.

11. Keys and Access

11.1 Keys

- (1) The Lessor will provide the Lessee with one set of keys for access to the Premises and all rooms therein upon signing of the Lease, unless already provided to the Lessee.
- (2) Unless otherwise approved by the Lessor in writing, the Lessee must not have additional sets of keys copied or cut.
- (3) The Lessee may request the Lessor in writing for additional keys for the Premises. All costs for cutting of the key(s) will be borne by the Lessee.

11.2 Notify the Lessor of lost keys

The Lessee must notify the Lessor of any loss of keys immediately and ensure all keys conform with the Lessor's master keys, the Lessor will arrange for replacement keys to be issued to the Lessee at the Lessee's cost.

11.3 No change of locks without approval

- (1) The Lessee must not change any of the Premises' locks, without the prior approval of the Lessor.
- (2) If the locks are changed the Lessee must provide the Lessor with keys to access all areas of the Premises.

11.4 Cost of re-entry

If the Lessor requires access to the Premises pursuant to its powers under this Lease and is unable to access the Premises due to an unauthorised change in locks, the Lessor may

take all such measures to enter the Premises and to re-secure the Premises, and the Lessee will bear all costs associated with such measures.

12. Limit of Lessor's liability

12.1 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.

12.2 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.

13. Maintenance, repair and cleaning

13.1 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) 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.
- (3) 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.

13.2 Cleaning

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

13.3 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.

13.4 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.

13.5 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) If any flora, trees or lawn dies the Lessee must replace the flora, trees or lawn at its own expense.
- (3) The Lessee must plant and care for such trees on the Premises as the Lessor may from time to time reasonably require.
- (4) 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.

13.6 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.

13.7 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.

13.8 Painting

N/A

13.9 Drains

N/A

14. Use

14.1 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 anything which causes a nuisance, damage or disturbance to the Lessor or to owners or occupiers of adjoining properties.

(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, Food Act 2008, Liquor*

Control 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. The Lessee must immediately remediate any pollution or contamination of the Premises caused by an act or omission of the Lessee or the Lessee's Agents to the satisfaction of the Lessor.

14.2 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.

14.3 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.

14.4 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.

14.5 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 14**.

15. Alterations

15.1 Restriction

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 13**, 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.

15.2 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 15.1** the Lessor may grant its 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; and
- (2) If the Lessor consents to any matter referred to in **clause 15.1**:
 - (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.

15.3 Cost of Works

All works undertaken under this **clause 15** will be carried out at the Lessee's expense.

15.4 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.

16. Lessor's right of entry

16.1 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:
 - (i) to inspect the state of repair of the Premises and to ensure compliance with the terms of this Lease;

- (ii) 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;
- (iii) 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
- (iv) 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.

16.2 Costs of Rectifying Breach

All costs and expenses incurred by the Lessor as a result of any breach referred to at **clause 16.1(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.

17. Statutory obligations and notices

17.1 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 14**;
- (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.

17.2 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 17.1**; and
- (b) any claims, demands, costs or other payments of or incidental to any of the items referred to in **clause 17.1**.

18. 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.

19. Default

19.1 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 21 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.

19.2 Forfeiture

On the occurrence of any of the events of default specified in **clause 19.1** 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 22**, 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.

19.3 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.

19.4 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.

19.5 Essential Terms

Each of the Lessee's Covenants in **clauses 6** (Rent and Other Payments), **8** (Insurance), **9** (Indemnity), **13** (Maintenance, Repair and Cleaning), **14** (Use), **26** (Assignment, Subletting and Charging) and **31** (Goods and Services Tax), is an essential term of this Lease but this clause **19.5** does not mean or imply that there are no other essential terms in this Lease.

19.6 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 **clause 19.6(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.

20. Damage or destruction of Premises

20.1 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 award appears to have been overpaid.

20.2 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.

21. 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 21** 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.

22. 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.

23. 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.

24. Yield up the premises

24.1 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.

24.2 Clause 24.1 to survive termination

The Lessee's obligation under **clause 24.1** will survive termination.

25. Removal of property from Premises

25.1 Remove property prior to termination

Prior to Termination, unless otherwise mutually agreed between the Parties, the Lessee must remove from the Premises:

- (a) any chattels, stock or goods belonging to the Lessee which do not comprise fixtures or fittings attached to the Premises; and
- (b) any fixtures, fittings or alterations installed by the Lessee that the Lessor directs the Lessee to remove, (**Lessee's Property**) and promptly make good, to the satisfaction of the Lessor, any damage caused by such removal.

25.2 Lessor can remove Lessee's Property on re-entry

If the Lessee fails to remove the Lessee's Property in accordance with **clause 25.1** 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, stored or disposed of 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.

26. Assignment, Subletting and Charging

26.1 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:

- (a) the Lessor, which may be withheld in the absolute discretion of the Lessor or granted subject to such conditions deemed fit by the Lessor;
- (b) the Minister for Lands; and
- (c) any other persons whose consent is required under the terms of this Lease or at law.

26.2 Property Law Act 1969

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

26.3 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;
- (c) preparation of a deed of assignment or sub-letting by the solicitors of the Lessee; and
- (d) all other matters relating to the proposed assignment or sub-letting, whether or not the assignment or sub-letting proceeds.

26.4 No mortgage or charge

The Lessee must not mortgage nor charge the Premises.

27. Disputes

27.1 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**).

27.2 Referral of Dispute: Phase 2

In the event the dispute is not resolved in accordance with **clause 27.1** 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 or CEO of the Lessee for the purpose of resolving the dispute.

27.3 Appointment of Arbitrator: Phase 3

In the event the dispute is not resolved in accordance with **clause 27.2** 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.

27.4 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.

28. 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.

29. 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.

30. Caveat

30.1 No absolute caveat

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

30.2 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:
 - i. a withdrawal of any absolute caveat lodged by or on behalf of the Lessee;
 - ii. a withdrawal of any caveat lodged by or on behalf of the Lessee and not withdrawn on Termination; and
 - iii. 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.

30.3 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.

30.4 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.

31. Goods and Services Tax

31.1 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.

31.2 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 in **clause 31.2(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.

31.3 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 31.2(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.

31.4 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.

31.5 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.

31.6 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.

31.7 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. Notice

38.1 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;
- (b) by addressing it to the Party and leaving it at or posting it 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 emailing it to the email address appearing in this Lease or any other email address nominated by a Party by Notice to the other.

38.2 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 38.4**, at the time of leaving the Notice, provided the Notice is left during normal business hours;
- (c) if by post to an address specified in **clause 38.4**, on the fourth Business Day following the date of posting of the Notice;
- (d) if by email, when despatched by email to an email address specified in **clause 38.4** 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.

38.3 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 of that local government;
- (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;
- (e) if given by the Lessor, by the representative of the Managing Agent; or

- (f) by a solicitor or other agent of the individual, corporation, local government or association giving the Notice.

38.4 Notice Details

For the purposes of this **clause 39**, the address and email of the parties for the service of notices are as follows:

(a) **Lessee**

Address: Lakes Equestrian Riding Club Inc.

Attention: President, Cindy Nicholls

Email: cindy.atkins@riotinto.com

(b) **Lessor**

Address: PO Box 50, Lake Grace, Western Australia 6353

Attention: Chief Executive Officer

Email: shire@lakegrace.wa.gov.au

39. 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.

40. 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.

41. 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.

42. 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.

43. 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.

44. Waiver

44.1 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.

44.2 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 350 on Deposited Plan 55294 being the whole of the land comprised in Crown Land Title Volume 3148 Folio 89

(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

Five (5) years commencing on the Commencement Date

Item 3 Further Term

Five (5) years

Item 4 Commencement Date

The date the consent of the Minister for Lands is granted

Item 5 Rent

Peppercorn - \$1 payable on demand

Item 6 Rent Review

At expiry of the first 5 year term.

Item 7 Permitted Purpose

The establishment of an equestrian centre incorporating an arena, horse yards, float parking, spectator area 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) Protection of the environment is to be considered at all times.
- (2) Adequate provision must be made for the disposal of all associated waste.
- (3) No established trees are to be removed at any point without prior approvals in place.

Signing Page

EXECUTED on **[insert date]**

The **COMMON SEAL** of the **SHIRE OF LAKE GRACE** was hereunto affixed by the authority of the Council in the presence of:

Full Name of Chief Executive Officer

Signature of Chief Executive Officer

Full Name of President

Signature of President

[Execution clause if Lessee is an incorporated association]

THE COMMON SEAL of Lakes Equestrian Riding Club Inc, was hereunto affixed pursuant to the Constitution of the Association in the presence of each of the undersigned, who hereby declare by the execution of this document that they hold the office in the Association indicated under their respective names:

Office Holder Sign

Office Holder Sign

Name:

Name:

Address:

Address:

Office Held:

Office Held:

Annexure 1 – Plan of Premises



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]

OCM 28 May 2025

Attachment to Item 14.4.2

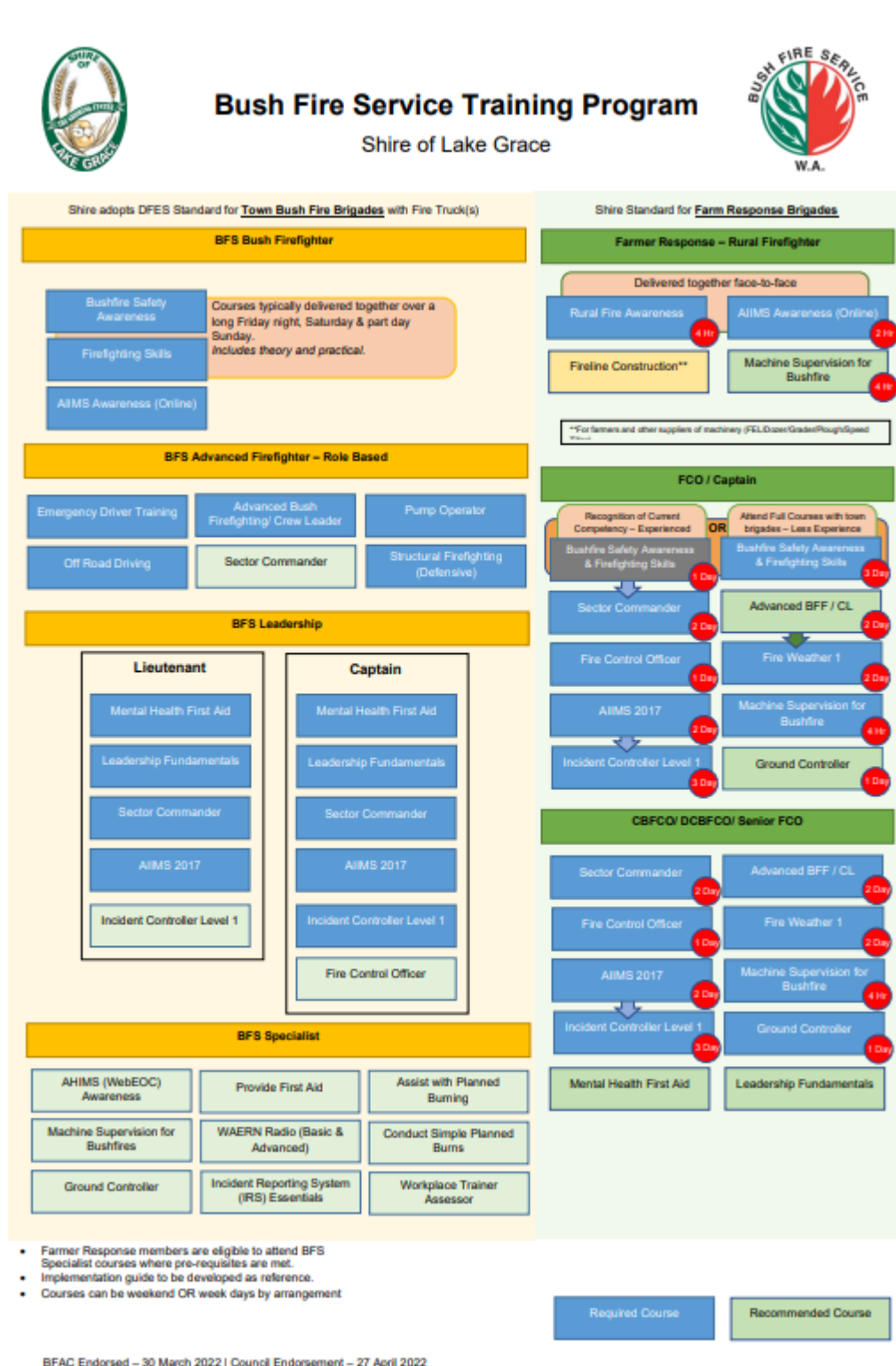
Attachment 1: Bush Fire Brigade Profile Selection Guidelines, *LGGS Manual for Capital and Operating Grants*, DFES (2024) pp. 74 – 75.

APPENDIX I (A)
BUSH FIRE BRIGADE PROFILE SELECTION GUIDELINES

BUSH FIRE BRIGADE PROFILE SELECTION GUIDELINES

Response Capacity	Features of Response Area	Type of Brigade
BUSHFIRE ONLY	Normally located in pastoral areas with less than 600mm of annual rainfall. Usually no town sites in the response area. Firefighting arrangements tend to be Shire or 'station' based. May only be limited specialist firefighting capacity connected with either the Shire or 'station'. Usually, no dedicated firefighting appliances in the area of coverage. Large parts of the area of coverage may be Uncleared Crown Land (UCL).	PASTORAL
	Usually located in wheat belt areas with less than 600mm of annual rainfall. Normally no town sites in the area of coverage. Usually, no dedicated firefighting appliances in the area of coverage – 'private slip-ons' usually used by local firefighters. Normally would have less than 15 incidents per annum. Few structural fire threats apart from farm houses and buildings. Area of coverage is largely made up of farms. There may be some UCL in the area of coverage.	FARMER RESPONSE
	In areas with less than 600mm annual rainfall (i.e., a wheat belt area), a 'Rural' profile will only be used if it is located in a small-town site with a few houses (less than 20) and other limited facilities (see below). In areas with more than 600mm of annual rainfall a 'Rural' profile does not necessarily have to be located in a town site. For example, if the area of coverage includes at least 50% 'extreme' wildfire risks/threats, then the rural profile should be used. Threats in the area of coverage will be almost totally wildfire, with only limited structural risk (e.g., houses and farm buildings). If located in a town site, features of the town site could be: Less than 20 houses. 2 or 3 offices, shops, retail outlets or agricultural suppliers. A school of up to 30 pupils; and 1 petrol station or small fuel storage facility.	RURAL
BUSHFIRE WITH LIMITED STRUCTURAL CAPACITY	Normally located in a small-town site with the following features: Up to 40 houses. Houses may be located in semi-rural subdivisions. Up to 5 shops or retail outlets. 1 or 2 public buildings. 1 or 2 agricultural suppliers. 1 or 2 petrol stations or fuel storage facilities. 1 or 2 office(s) or a small office complex. A school with up to 40 pupils. 1 or 2 small factory facilities; and May have a small one or two bed hospital.	SETTLEMENT
STRUCTURAL RESPONSE CAPACITY	A town or town site with the following features: More than 40 houses. Small hospital and/or nursing home. A few (less than 5) public buildings (e.g., library, Shire offices, hall, etc.). One or two sites where hazardous chemicals are stored. A retail area with at least 10 or more shops in the town. Office complexes – more than 10 office buildings in the town. A small road or rail transport depot. A light industrial area with at least 5 factories; and A school with more than 40 pupils.	URBAN DEFENSIVE

Attachment 2: Shire of Lake Grace Bush Fire Service (BFS) Training Program (2022).



Lease – 79 Stubbs St (Lot 364)

Reserve 46769

Lake Grace WA

Shire of Lake Grace

Nutrien Ag Solutions

XXXX



Shire of Lake Grace

1 Bishop Street | PO Box 50 | LAKE GRACE WA 6353
Tel: (08) 9890 2500 | Fax: (08) 9890 2599
Email: shire@lakegrace.wa.gov.au

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1. Details

1.1 PARTIES

Shire of Lake Grace

of PO Box 50, Lake Grace, Western Australia
(Lessor)

Nutrien Ag Solutions Limited ACN: 008 743 217

of XXXX
(Lessee)

1.2 BACKGROUND

The Lessor has care, control and management of the Land pursuant to the Management Order.

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 that part of the Land comprising the Premises upon the terms and conditions contained in this Deed.

2. Agreed Terms

2.1 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:

an agent, employee, licensee or invitee of the Lessor; and

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
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;

Lessor's Fixtures and Fittings means any fixtures and fittings existing on the Premises at the Commencement Date;

Management Order means the management order made under section 46 of the *Land Administration Act 1997*, under which the Land was vested in the Lessor;

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.

2.2 INTERPRETATION

In this Lease, unless expressed to the contrary:

- (a) words importing:
 - the singular includes the plural and vice versa; and
 - 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:
 - a natural person includes a body corporate or local government;
 - a body corporate or local government includes a natural person;
 - a professional body includes a successor to or substitute for that body;
 - 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;
 - 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;
 - a right includes a benefit, remedy, discretion, authority or power;

- 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;
- (d) this Lease or provisions of this Lease or any other deed, agreement, instrument or contract includes a reference to:
- both express and implied provisions; and
 - that other deed, agreement, instrument or contract as varied, supplemented, replaced or amended;
 - writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions;
 - 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
 - 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;
- (e) the covenants and obligations on the part of the Lessee not to do or omit to do any act or thing include:
- covenants not to permit that act or thing to be done or omitted to be done by a Lessee's Agent; and
 - a covenant to take all reasonable steps to ensure that that act or thing is not done or omitted to be done;
- (f) the meaning of general words or phrases is not limited by specific examples introduced by 'including', 'for example' or similar expressions; and
- (g) 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.

2.3 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**.

2.4 GRANT OF LEASE

Subject to **clause 2.3** 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.

2.5 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.

2.6 RENT AND OTHER PAYMENTS

2.6.1 Rent

The Lessee must 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.

2.6.2 Outgoings

1. The Lessee must 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) emergency services levy;
 - (e) land tax and metropolitan regional improvement tax on a single ownership basis;
 - (f) premiums, excess and other costs arising from the insurance obtained by the Lessor pursuant to **clause 2.8, sub-clause 2.8.2**. 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 **sub-clause 2.6.2(1)** being the proportion that the Premises bears to the total area of the land or premises included in the charge or assessment.

2.6.3 Interest

Without affecting the rights, power and remedies of the Lessor under this Lease, the Lessee must 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.

2.6.4 Costs

(1) The Lessee must pay to the Lessor on demand:

- (a) all duty, fines and penalties payable under the *Duties Act 2008* and other statutory duties or taxes payable on or in connection with this Lease;
- (b) all registration fees in connection with this Lease; and
- (c) all legal costs of and incidental to the instructions for the preparation, execution and any duty payable on this Lease and all copies.

(2) The Lessee must 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 **sub-clause 2.6.4** or any matter arising out of this Lease.

2.6.5 Accrual of amounts payable

Amounts Payable accrue on a daily basis.

2.7 RENT REVIEW

2.7.1 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.

2.7.2 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.

2.7.3 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 **sub-clause 2.7.4**.

2.7.4 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 2.7**, “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.

2.7.5 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.

2.7.6 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.

2.8 INSURANCE

2.8.1 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.

2.8.2 *Building Insurance to be effected by Lessor*

N/A.

2.8.3 *Details and receipts*

In respect of the insurances required by **sub-clause 2.8.1** 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.

2.8.4 *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 **sub-clause 2.8.1** and **sub-clause 2.8.2**.

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 **sub-clause 2.8.1** and **sub-clause 2.8.2** 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).

2.8.6 *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.

2.8.7 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 **sub-clause 2.8.1** and **sub-clause 2.8.2**.

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 **sub-clause 2.8.1** and **sub-clause 2.8.2**;
- (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 **sub-clause 2.8.1** and **sub-clause 2.8.2**;
- (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.

2.9 INDEMNITY

2.9.1 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 estate in 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.

2.9.2 Indemnity

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 or the Minister for Lands, 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 or the Lessee's Agents.

2.9.3 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 **sub-clause 2.9.2** 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.

2.9.4 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.

2.9.5 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.

2.10 CASUAL HIRE OF PREMISES

2.10.1 Casual Hire Only

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;

- (c) the Lessee submits for the Lessor's approval a casual hire policy which includes, amongst other things, the provision of a bond; and
- (d) the Lessee complies at all times with any casual hire policy of the Lessor provided to the Lessee.

2.10.2 Lessee remains responsible for Premises at all times

The Lessee ACKNOWLEDGES 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.

2.11 KEYS AND ACCESS

N/A

2.12 LIMIT OF LESSOR'S LIABILITY

2.12.1 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.

2.12.2 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.

2.13 MAINTENANCE, REPAIR AND CLEANING

2.13.1 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) 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.
- (3) 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.

2.13.2 Cleaning

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

2.13.3 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.

2.13.4 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.

2.13.5 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) If any flora, trees or lawn dies the Lessee must replace the flora, trees or lawn at its own expense.
- (3) The Lessee must plant and care for such trees on the Premises as the Lessor may from time to time reasonably require.
- (4) 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.

2.13.6 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.

2.13.7 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.

2.13.8 Painting

N/A

2.13.9 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.

2.14 USE

2.14.1 Restrictions on use

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.

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.

No nuisance

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

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.

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.

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.

No smoking

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

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.

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*, *Food Act 2008*, *Liquor Control Regulations 1989* and any other relevant written laws that may be in force from time to time.

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.

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. The Lessee must immediately remediate any pollution or contamination of the Premises caused by an act or omission of the Lessee or the Lessee's Agents to the satisfaction of the Lessor.

2.14.2 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.

2.14.3 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.

2.14.4 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.

2.14.5 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 2.14**.

2.15 ALTERATIONS

2.15.1 Restriction

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 2.13**, 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.

2.15.2 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 **sub-clause 2.15.1** the Lessor may grant its 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; and
- (2) If the Lessor consents to any matter referred to in **sub-clause 2.15.1**:
 - (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.

2.15.3 Cost of Works

All works undertaken under this **clause 2.15** will be carried out at the Lessee's expense.

2.15.4 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.

2.16 LESSOR'S RIGHT OF ENTRY

2.16.1 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.

2.16.2 Costs of Rectifying Breach

All costs and expenses incurred by the Lessor as a result of any breach referred to at **sub-clause 2.16.1(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.

2.17 STATUTORY OBLIGATIONS AND NOTICES

2.17.1 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 2.14**;
- (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.

2.17.2 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 **sub-clause 2.17.1**; and
- (b) any claims, demands, costs or other payments of or incidental to any of the items referred to in **sub-clause 2.17.1**.

2.18 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.

2.19 DEFAULT

2.19.1 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 21 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.

2.19.2 Forfeiture

On the occurrence of any of the events of default specified in **sub-clause 2.19.1** 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 2.22**, 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.

2.19.3 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.

2.19.4 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.

2.19.5 Essential Terms

Each of the Lessee's Covenants in **clauses 2.6** (Rent and Other Payments), **2.8** (Insurance), **2.9** (Indemnity), **2.13** (Maintenance, Repair and Cleaning), **2.14** (Use), **2.26** (Assignment, Subletting and Charging) and **2.31** (Goods and Services Tax), is an essential term of this Lease but this sub-clause **2.19.5** does not mean or imply that there are no other essential terms in this Lease.

2.19.6 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 **clause 2.19.6(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.

2.20 DAMAGE OR DESTRUCTION OF PREMISES

2.20.1 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.

2.20.2 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.

2.21 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) here 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 2.21** 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.

2.22 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.

2.23 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.

2.24 YIELD UP THE PREMISES

2.24.1 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.

2.24.2 Clause 24.1 to survive termination

The Lessee's obligation under **sub-clause 2.24.1** will survive termination.

2.25 REMOVAL OF PROPERTY FROM PREMISES

2.25.1 Remove property prior to termination

Prior to Termination, unless otherwise mutually agreed between the Parties, the Lessee must remove from the Premises:

- (a) any chattels, stock or goods belonging to the Lessee which do not comprise fixtures or fittings attached to the Premises; and
- (b) any fixtures, fittings or alterations installed by the Lessee that the Lessor directs the Lessee to remove, **(Lessee's Property)** and promptly make good, to the satisfaction of the Lessor, any damage caused by such removal.

2.25.2 Lessor can remove Lessee's Property on re-entry

If the Lessee fails to remove the Lessee's Property in accordance with **sub-clause 2.25.1** 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, stored or disposed of 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.

2.26 ASSIGNMENT, SUBLETTING AND CHARGING

2.26.1 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:

- (a) the Lessor, which may be withheld in the absolute discretion of the Lessor or granted subject to such conditions deemed fit by the Lessor;
- (b) the Minister for Lands; and
- (c) any other persons whose consent is required under the terms of this Lease or at law.

2.26.2 Property Law Act 1969

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

2.26.3 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;
- (c) preparation of a deed of assignment or sub-letting by the solicitors of the Lessee; and
- (d) all other matters relating to the proposed assignment or sub-letting,
whether or not the assignment or sub-letting proceeds.

2.26.4 No mortgage or charge

The Lessee must not mortgage nor charge the Premises.

2.27 DISPUTES

2.27.1 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**).

2.27.2 Referral of Dispute: Phase 2

In the event the dispute is not resolved in accordance with **sub-clause 2.27.1** 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 or CEO of the Lessee for the purpose of resolving the dispute.

2.27.3 Appointment of Arbitrator: Phase 3

In the event the dispute is not resolved in accordance with **sub-clause 2.27.2** 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.

2.27.4 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.

2.28 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.

2.29 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.

2.30 CAVEAT

2.30.1 No absolute caveat

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

2.30.2 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.

2.30.3 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.

2.30.4 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.

2.31 GOODS AND SERVICES TAX

2.31.1 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.

2.31.2 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 in **sub-clause 31.2(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.

2.31.3 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 **sub-clause 31.2(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.

2.31.4 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.

2.31.5 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.

2.31.6 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.

2.31.7 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.

2.32 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.

2.33 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.

2.34 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.

2.35 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.

2.36 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.

2.37 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.

2.38 NOTICE

2.38.1 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;
- (b) by addressing it to the Party and leaving it at or posting it 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 emailing it to the email address appearing in this Lease or any other email address nominated by a Party by Notice to the other.

2.38.2 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 **sub-clause 2.38.4**, at the time of leaving the Notice, provided the Notice is left during normal business hours;
- (c) if by post to an address specified in **sub-clause 2.38.4**, on the fourth Business Day following the date of posting of the Notice;
- (d) if by email, when despatched by email to an email address specified in **sub-clause 2.38.4** 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.

2.38.3 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 of that local government;
- (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;
- (e) if given by the Lessor, by the representative of the Managing Agent; or
- (f) by a solicitor or other agent of the individual, corporation, local government or association giving the Notice.

2.38.4 Notice Details

For the purposes of this **clause 2.38**, the address and email of the parties for the service of notices are as follows:

(a) **Lessee**

Address: PO Box 64, NorthRyde BC, New South Wales 2113

Attention: Property Department

Email: *****

(b) **Lessor**

Address: PO Box 50, Lake Grace, Western Australia 6353

Attention: Chief Executive Officer

Email: shire@lakegrace.wa.gov.au

2.39 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.

2.40 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.

2.41 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.

2.42 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.

2.43 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.

2.44 WAIVER

2.44.1 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.

2.44.2 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.

3. Schedule

1. Land and Premises

(a) Land

Lot 364 on Deposited Plan 28253 being the whole of the land comprised in Crown Land Title Volume 3125 Folio 205.

(b) Premises

The whole of the Land together with all buildings, structures, alterations, additions and improvements on the Land or erected on the Land during the Term.

2. Term

Five (5) years commencing on the Commencement Date.

3. Further Term

Five (5) years.

4. Commencement Date

The date the consent of the Minister for Lands is granted.

5. Rent

\$550.00 based on the minimum UV/GRV Value of vacant light industrial/ commercial land within the town of Lake Grace

6. Rent Review

Subject to Annual review

7. Permitted Purpose

Storage and uses reasonably ancillary thereto.

8. Public liability insurance

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

9. Additional terms and covenants

4. Signing page

EXECUTED on _____

The **COMMON SEAL** of the **SHIRE OF LAKE GRACE** was hereunto affixed by the authority of the Council in the presence of:

Full Name of Chief Executive Officer

Signature of Chief Executive Officer

Full Name of President

Signature of President

- **EXECUTED** by **Nutrien Ag Solutions** (ACN 008 743 217)
- pursuant to Section 127(1) of the Corporations Act

Name of Director

Signature of Director

Name of Director/Secretary*

Signature of Director/Secretary*

(*Delete whichever designation is incorrect)

Annexure 1 – Plan of Premises



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]



LAKE GRACE PINGRUP JUNIOR FOOTBALL CLUB

PO Box 125, Lake Grace 6353

Tuesday May 20, 2025

Shire of Lake Grace
PO Box 50
Lake Grace 6353

Dear Alan & Councillors,

I would like to request on behalf of the Lake Grace-Pingrup Junior Football Club for the Shire of Lake Grace to waive the fees for the cost of hiring the Lake Grace Pavilion for the Great Southern Junior Football Carnival which is to be held on Sunday 15 June 2025.

Lake Grace-Pingrup Junior Football Club are hosting this event on behalf of the Ongerup Football Association as we are the only club able to accommodate the 4 fields required to run the event. The event is run at no cost to the players or the teams involved. Last year the event hosted 8 teams and 163 players along with their supporters and families which brought money into the Lake Grace community. The carnival requires the club to put in many volunteer hours from the setup, marking of the ovals, running the canteen and the pack up after the event with very little financial benefit in return.

The waiving of the fees would help towards keeping this carnival within the association and in Lake Grace, with the benefit to the community outweighing the cost of the hire fees.

We appreciate your consideration in this matter.

Kind Regards

Grant O'Neill
President LGPJFC
Mob 0428 248 012
Email: lgpjfc@gmail.com

Shire of Lake Grace	
File No:	0080
16 MAY 2025	
Xref:	H1330
Records #:	ICR2055
Officer:	ARO + AST

Lake Grace District High School P & C
1 School Place
Lake Grace WA 6353
ABN: 35 923 852 913
lakegrace.pandc@gmail.com

15/05/2025

Lake Grace Shire Councilors
1 Bishop Street
Lake Grace, WA, 6353

Dear Councilors,

Request for waiver of Hall Hire Fees for Lake Grace District High School P & C Trivia Night

Lake Grace DHS P & C are writing to you, in request that fees for the hire of the Town Hall for our fundraising Trivia Night on 19th July 2025, be waived.

Our P & C provides both the school canteen and uniform shop at the District High School, we also help cover the costs of items or improvements that benefit the school, teachers and students, that the Education Department are unable to.

Our aim for the trivia night is to help cover any remaining costs on projects such as a TV, installation and framing for our undercover area. A new Fridge/Freezer for our canteen and items that are on our teachers 'wish lists'. We already have fundraising/grant applications in place for our two items and will use Trivia night funds to cover any short fall, as well as leaving our P & C bank account with a comfortable balance heading into 2026.

As we are not for profit, running an event that will bring the whole community together, we would love to have our local Shire on board to contribute to a great night and successful outcome. We've worked hard on finding a date that will suit most of the community and we have a wonderful night planned.

Thank you for the time to consider our request. We look forward to hearing from you. If you require further information or have any questions, please feel free to contact Claire Crosswell on 0409484428 or Claire_has@hotmail.com.

Regards,

Claire Crosswell



Vice President

Lake Grace District High School P&C Committee

TRUST FUND

Chq/EFT	Date	Description	Amount	Amount
EFT27884	04/04/2025	Shire of Lake Grace		-\$100.00
	03/04/2025	Withdrawal for card#0006448136 (lost) and card #0006448135 (damaged)	\$100.00	
TOTAL TRUST FUND				-\$100.00

MUNICIPAL FUND

Chq/EFT	Date	Description	Amount	Amount
EFT27883	01/04/2025	TPW Group Services Pty Ltd		-\$3,255.35
	20/03/2025	Furniture - 10B Gumtree Drive, Lake Grace	\$3,255.35	
EFT27885	04/04/2025	150 Square		-\$4,174.50
	22/02/2025	Position Statement Provision of Rural GP Services & Associated Research	\$4,174.50	
EFT27886	04/04/2025	ABA Security and Electrical		-\$132.00
	01/04/2025	Monitoring of Security Alarm System of LG Medical Centre - April 2025 - June 2025	\$132.00	
EFT27887	04/04/2025	AFGR1 Equipment Australia		-\$211.99
	06/03/2025	4 x Mowing Head FixCut 31-2	\$211.99	
EFT27888	04/04/2025	Aaron Wooldridge (Staff Member)		-\$764.12
	24/03/2025	Reimbursement - Synergy Bill 54A Bennett Street, Lake Grace	\$764.12	
EFT27889	04/04/2025	Activ8me		-\$39.95
	01/04/2025	Newdegate Medical Centre Satellite Internet - March 2025	\$39.95	
EFT27890	04/04/2025	Addelec Power Services Pty Ltd		-\$3,266.73
	31/03/2025	Investigate Offline EV Charger at Lake Grace Railway Station	\$3,266.73	
EFT27891	04/04/2025	Adobe Systems Software Ireland LTD		-\$7,102.66
	18/03/2025	Annual Adobe Acrobat Pro Licenses x 16 - 16/03/2025 - 15/03/2026	\$7,102.66	
EFT27892	04/04/2025	Alex Adams (Staff Member)		-\$184.15
	27/03/2025	Reimbursement - Meals & Parking - WALGA Training 25/03 & 26/03/2025	\$184.15	
EFT27893	04/04/2025	Allan Keith Duckworth		-\$4,125.00
	12/03/2025	Lakes Local Action Group - Skeleton Weed Search, Summer Search Contractors for Skeleton Weed 10/02/2025 - 14/02/2025(55 Hours)	\$4,125.00	
EFT27894	04/04/2025	Altech Batteries Limited		-\$105.62
	21/03/2025	Rates refund for assessment A6582 Lot E70/04131 Exploration Licence LAKE GRACE WA 6353	\$105.62	
EFT27895	04/04/2025	Amanda Stewart		-\$150.00
	19/03/2025	Photos for Youth Strategy Document	\$150.00	
EFT27896	04/04/2025	Australia Post		-\$206.54
	03/04/2025	Postage & Freight - March 2025	\$206.54	
EFT27897	04/04/2025	Australian Museums and Galleries Association		-\$161.00
	27/02/2025	AMAGA Membership - AIM Hospital Museum 01/02/2025 - 31/01/2026	\$161.00	
EFT27898	04/04/2025	BGL Solutions		-\$18,253.32
	30/03/2025	Oval Maintenance - March 2025	\$18,253.32	
EFT27899	04/04/2025	BOC Gases Australia Limited		-\$14.26
	29/03/2025	Container Service: LG Pool - R400C Oxygen Medical C Size	\$14.26	
EFT27900	04/04/2025	Best Office Systems		-\$672.70
	26/03/2025	Photocopier Charges - March 2025	\$672.70	
EFT27901	04/04/2025	Bitutek Pty Ltd		-\$517,164.88
	31/03/2025	West Kuender Road - SLK 3.10 - 6.20 & Fitzgerald Road - SLK 0.00 - 9.76 Reseals	\$517,164.88	
EFT27902	04/04/2025	Bunnings Group Limited		-\$2,309.80
	28/03/2025	Carpet Tiles - 10A Gumtree Drive, Lake Grace	\$2,309.80	
EFT27903	04/04/2025	CJD Equipment Pty Ltd		-\$250.67
	25/03/2025	Coolant, 20L Readymix - Depot	\$250.67	
EFT27904	04/04/2025	Chargefox Pty Ltd		-\$72.29
	02/04/2025	29 Stubbs Street (Railway Station) - Management Fees for 2 EV Charging Points 01/03/2025 - 31/03/2025	\$72.29	
EFT27905	04/04/2025	Cr Anton Joseph Kuchling		-\$681.83
	31/03/2025	Councillor's Meeting Fees & IT Allowance	\$681.83	
EFT27906	04/04/2025	Cr Benjamin John Hyde		-\$681.83
	31/03/2025	Councillor's Meeting Fees & IT Allowance	\$681.83	
EFT27907	04/04/2025	Cr Debrah Susan Clarke		-\$681.83
	31/03/2025	Councillor's Meeting Fees & IT Allowance	\$681.83	
EFT27908	04/04/2025	Cr Leonard William Armstrong		-\$2,858.75
	31/03/2025	President's Meeting Fees & IT Allowance	\$2,858.75	

EFT27909	04/04/2025 Cr Rosalind Alice Lloyd		-\$681.83
	31/03/2025 Councillor's Meeting Fees & IT Allowance	\$681.83	
EFT27910	04/04/2025 Cr Ross Chappell		-\$681.83
	31/03/2025 Councillor's Meeting Fees & IT Allowance	\$681.83	
EFT27911	04/04/2025 Cr Stephen Gordon Hunt		-\$1,134.12
	31/03/2025 Deputy President's Meeting Fees & IT Allowance	\$1,134.12	
EFT27912	04/04/2025 David Gray & Co Pty Ltd		-\$4,411.44
	31/03/2025 30 x Refuse Bins & 30 x Recycle Bins	\$4,411.44	
EFT27913	04/04/2025 Earnshaw Ag		-\$2,161.81
	21/03/2025 Fabricate & Supply 2 x Stormwater Drain Covers	\$2,161.81	
EFT27914	04/04/2025 Exurban Pty Ltd		-\$3,540.70
	01/04/2025 Town Planner Fees - March 2025	\$3,540.70	
EFT27915	04/04/2025 Frontline Fire & Rescue Equipment		-\$47,052.20
	31/03/2025 Bushfire Brigade PPE	\$28,434.70	
	31/03/2025 Bushfire Brigade PPE	\$18,617.50	
EFT27916	04/04/2025 GS Mobile Mechanical Services		-\$5,101.75
	11/03/2025 Suspension & Tyre Work - 2023 Isuzu D-Max 4x4 Space (Extra) Cab - LG950	\$5,101.75	
EFT27917	04/04/2025 Great Southern Fuel Supplies		-\$3,256.78
	25/03/2025 450g of Premium Heavy Duty Grease Cartridge	\$591.36	
	31/03/2025 Fuel Card Purchase LG002	\$63.41	
	Fuel Card Purchase PSP01	\$347.35	
	Fuel Card Purchase LG001	\$172.61	
	Fuel Card Purchase LG139	\$687.27	
	Fuel Card Purchase CESM	\$871.66	
	Fuel Card Purchase LG004	\$262.46	
	Fuel Card Purchase LG1825 - Doctor	\$260.66	
EFT27918	04/04/2025 Holiday Inn West Perth		-\$530.00
	27/03/2025 2 x Nights Accommodation 24/03 & 25/03/2025 - EA	\$530.00	
EFT27919	04/04/2025 Integrated ICT		-\$3,549.00
	27/03/2025 Exclaimer for Office 365 (up to 50 Licences) - March 2025	\$90.37	
	31/03/2025 IT Support March 2025	\$2,445.74	
	31/03/2025 Cloud Storage - Archive (Tier 4) & Veeam Cloud Connect - March 2025	\$116.50	
	31/03/2025 Microsoft 365 Business Premium Licenses x 18 Per Month - March 2025	\$651.42	
	31/03/2025 Microsoft 365 Licences - March 2025	\$244.97	
EFT27920	04/04/2025 JTAGZ PTY LTD		-\$156.75
	12/03/2025 Pet Registration Tags - Expiry 31/10/2028 (Blue)	\$156.75	
EFT27921	04/04/2025 James Lionel McGougan (Staff Member)		-\$65.00
	25/03/2025 Reimbursement - Monthly Mobile Plan LLAG Co-ordinator 12/03/2025 - 11/04/2025	\$65.00	
EFT27922	04/04/2025 Koster's Outdoor Pty Ltd		-\$10,978.00
	21/03/2025 Supply & Install Motorised Roller Doors - Lake King Fire Station & Newdegate Rec Centre	\$10,978.00	
EFT27923	04/04/2025 Kylie Armanasco (Staff Member)		-\$69.95
	31/03/2025 Reimbursement - Uniform	\$69.95	
EFT27924	04/04/2025 LAKE GRACE GOLF CLUB		-\$100.00
	19/03/2025 Number Plate Donation - 0123LG	\$100.00	
EFT27925	04/04/2025 Lake Grace Community Resource Centre		-\$151.00
	31/03/2025 1/2 Page Job Advert - Lakes Link News	\$27.50	
	31/03/2025 Large Format Scanning & 2 x Full Page Advert in the Lakes Link News	\$123.50	
EFT27926	04/04/2025 Lake Grace District High School		-\$721.60
	31/03/2025 50% Oliver V5 SAAS Annual Subscription 12 Months from June 2025	\$721.60	
EFT27927	04/04/2025 Lake Grace Rural Supplies		-\$40.09
	19/03/2025 Hardware Supplies - Newdegate Airstrip Dam	\$40.09	
EFT27928	04/04/2025 Lake Grace Transport		-\$122.79
	28/03/2025 Freight - Cleaning Supplies	\$122.79	
EFT27929	04/04/2025 Lake Varley & Districts Progress Association		-\$12,635.17
	26/02/2025 Contribution - 2025 Australia Day Event	\$400.00	
	26/02/2025 Community Funding Request 2024/2025 - Silo Art Project	\$5,000.00	
	26/02/2025 Replace Tractor Tyres - 2007 New Holland Tractor LG3006 - Varley Golf Club & Contribution - Electrical Works for Security Camera Installation - Varley Museum	\$7,235.17	
EFT27930	04/04/2025 Landgate		-\$328.33
	17/03/2025 Valuations Chargeable - Schedule M2025/03	\$45.25	
	28/03/2025 Valuations Chargeable - Schedule R2025/02	\$283.08	
EFT27931	04/04/2025 Let's Talk Flowers		-\$550.00
	02/04/2025 4 x ANZAC Day Wreaths	\$550.00	

EFT27932	04/04/2025 Livingston Medical Pty Ltd		-\$23,604.15
	01/04/2025 Medical Centre Support Payment - April 2025	\$23,604.15	
EFT27933	04/04/2025 Lynnie's Cafe		-\$275.00
	31/03/2025 Catering - Teddy Bear Picnic	\$275.00	
EFT27934	04/04/2025 M J Murray & K M Quartermaine		-\$334.50
	27/03/2025 Consignments - December 2024	\$218.50	
	27/03/2025 Consignments - February 2025	\$116.00	
EFT27935	04/04/2025 ML & VN Smith		-\$126.00
	31/03/2025 Bond & Key Bond Refund: Lake Grace Hall 31/03/2025	\$126.00	
EFT27936	04/04/2025 McKenzie's Home Hardware		-\$823.90
	31/03/2025 Hardware Supplies - March 2025	\$823.90	
EFT27937	04/04/2025 Neu-Tech Auto Electrics		-\$731.88
	26/02/2025 Mounting Aerial on Beacon Bar - 2021 Hino 3 Ton Tip Truck - LG029	\$731.88	
EFT27938	04/04/2025 Newdegate Community Resource Centre		-\$60.00
	18/03/2025 Printing & Laminating for Newdegate Pavilion	\$60.00	
EFT27939	04/04/2025 Newdegate Primary School		-\$194.55
	27/03/2025 Reimbursement of Electricity Usage 50% for NGT Library/CRC	\$194.55	
EFT27940	04/04/2025 Officeworks		-\$282.10
	26/03/2025 Various Office Supplies	\$282.10	
EFT27941	04/04/2025 Outback TV		-\$1,688.08
	20/03/2025 Install GPOs - Roller Door Newdegate Rec Centre	\$751.14	
	20/03/2025 Install GPOs for Retic Controller & Pump - Lake Grace Playgroup Building	\$375.94	
	20/03/2025 Check Fault at Lake Grace Medical Centre - Causing RCDs to Trip	\$561.00	
EFT27942	04/04/2025 Perth Arbor Services Pty Ltd		-\$24,750.00
	31/03/2025 Street Tree Pruning in Newdegate, Lake King & Varley	\$24,750.00	
EFT27943	04/04/2025 Price's Fabrication and Steel		-\$15,385.60
	19/03/2025 Supply & Delivery of Pioneer Rural GT280 Zincalume 276,180L - Final Payment	\$15,385.60	
EFT27944	04/04/2025 Ricoh Australia Pty Ltd		-\$382.80
	03/04/2025 2 x Toner - Licencing Printer (Reimbursed by Department of Transport via Monthly Commissions)	\$382.80	
EFT27945	04/04/2025 Rosalind Alice Lloyd		-\$50.00
	26/03/2025 Animal Trap Bond 07/03/2025	\$50.00	
EFT27946	04/04/2025 Royal Flying Doctor Service Of Australia (Western Australian Section)		-\$100.00
	31/03/2025 Number Plate Donation - 553LG	\$100.00	
EFT27947	04/04/2025 S & L Trevenen		-\$122,842.51
	25/03/2025 Gravel sheeting Ladyman Rd SLK 0.00 - 4.00 - 50% Deposit	\$108,900.00	
	27/03/2025 Contract Maintenance Grading - Newdegate 01/01/2025 - 31/01/2025	\$13,942.51	
EFT27948	04/04/2025 Securex Security Systems & Services		-\$869.00
	28/03/2025 50 x Blank Silkey Fobs - Newdegate Swimming Pool Access	\$869.00	
EFT27949	04/04/2025 Stargazers Club WA		-\$3,850.00
	28/03/2025 Astrotourism Towns Membership 2024/25	\$3,850.00	
EFT27950	04/04/2025 Team Global Express Pty Ltd		-\$313.77
	23/03/2025 Freight - Water Samples	\$40.35	
	30/03/2025 Freight	\$273.42	
EFT27951	04/04/2025 Telstra Limited		-\$384.75
	27/02/2025 Bus Mobile Broadband - Lakes Local Action Group	\$63.25	
	20/03/2025 Satellite Phones BFB	\$321.50	
EFT27952	04/04/2025 Thoman Management Pty Ltd		-\$187.00
	02/04/2025 1 x Night Accommodation - CEC	\$187.00	
EFT27953	04/04/2025 WA Contract Ranger Services		-\$1,270.50
	31/03/2025 Contract Ranger Services - 14/03/2025 & 25/03/2025	\$1,270.50	
EFT27954	04/04/2025 WESTRAC PTY LTD		-\$5,242.62
	22/03/2025 3,500 Hour Service - 2020 CATERPILLAR 140 Motor Grader - LG393	\$5,242.62	
EFT27955	04/04/2025 Water Corporation		-\$758.28
	21/03/2025 Water Usage - Sports Ground at Pingaring-Varley Rd Kulin Lot 2059(24691)	\$185.16	
	21/03/2025 Water Usage - 9007807318 Standpipe #7 Gimbel Rd	\$263.05	
	21/03/2025 Water Usage - 9015200049 Standpipe #10 Mordetta Rd Dicko's Corner	\$310.07	
EFT27956	04/04/2025 Winc Australia		-\$1,760.22
	13/03/2025 Cleaning Supplies	\$1,657.48	
	13/03/2025 Cleaning Supplies	\$102.74	

EFT27957	10/04/2025 A.P and J.M Keeble		-\$34.00
	07/04/2025 Consignments - March 2025	\$34.00	
EFT27958	10/04/2025 Albany Irrigation & Drilling		-\$4,793.80
	07/04/2025 Replacement Pump - Lake Grace Rec Grounds	\$4,793.80	
EFT27959	10/04/2025 BGL Solutions		-\$21,984.33
	08/04/2025 Supply & Install New Hunter Stainless Steel Sprinklers - Lake King Oval	\$21,984.33	
EFT27960	10/04/2025 Earnshaw Ag		-\$39.40
	02/04/2025 Make & Supply Key Steel - 2022 Kawasaki Mower 1HPD680	\$39.40	
EFT27961	10/04/2025 GS Mobile Mechanical Services		-\$86.90
	03/04/2025 2 x Set Wheel Bearings - 2005 Trailer - LG.2485 - Varley P&G	\$86.90	
EFT27962	10/04/2025 Heritage Intelligence (WA)		-\$4,793.25
	06/04/2025 Conservation Management Strategy for Australian Inland Mission Hospital Museum	\$4,793.25	
EFT27963	10/04/2025 ID Rent Pty Ltd		-\$11,193.89
	31/03/2025 Water Cart 6WC 14000 - 28/03/2025 - 31/03/2025	\$990.00	
	31/03/2025 Rehire Water Cart - 03/03/2025 - 31/03/2025	\$10,203.89	
EFT27964	10/04/2025 Kylie Armanasco (Staff Member)		-\$85.00
	07/04/2025 Reimbursement - Uniform	\$85.00	
EFT27965	10/04/2025 LAKE GRACE GOLF CLUB		-\$4,000.00
	08/04/2025 Lake Grace Golf Club Annual Subsidy 2024/25	\$4,000.00	
EFT27966	10/04/2025 Landgate		-\$27.15
	07/04/2025 Valuations Chargeable - Schedule M2025/04	\$27.15	
EFT27967	10/04/2025 Magadashly Pty Ltd		-\$304.00
	04/04/2025 Accommodation & Meals - SFO for Audit Visit 02/04 - 04/04/2025	\$304.00	
EFT27968	10/04/2025 Newdegate Bowling Club		-\$281.00
	04/04/2025 Refreshments - BFAC Meeting 03/04/2025	\$281.00	
EFT27969	10/04/2025 Newdegate Community Resource Centre		-\$35.00
	17/03/2025 1/2 Page - Job Advert in the Newdegate Gatepost 26/03/2025	\$35.00	
EFT27970	10/04/2025 Officeworks		-\$238.95
	08/04/2025 Free - Standing Whiteboard	\$238.95	
EFT27971	10/04/2025 Peter Hudson's Tyre & Mechanical Services Pty Ltd		-\$63.00
	13/01/2025 Puncture Repair - 2021 Hino 3 Ton Tip Truck - LG029	\$63.00	
EFT27972	10/04/2025 Rachel Elizabeth Winyard (Staff Member)		-\$722.00
	04/04/2025 2024-25 Travel Grant - Attending Better Beginnings Rhyme Time Fundamentals	\$722.00	
EFT27973	10/04/2025 Radrock Adventures		-\$5,720.00
	09/04/2025 Dual Bungee Trampolines & Climbing Wall - Lakes Youth Challenge Day	\$5,720.00	
EFT27974	10/04/2025 RingCentral Australia		-\$740.29
	04/04/2025 Shire Office Cloud Telephony System - March 2025	\$740.29	
EFT27975	10/04/2025 Sally Cullen (Staff Member)		-\$122.51
	07/04/2025 Reimbursement - Youth Week, Blue Light Disco Supplies	\$122.51	
EFT27976	10/04/2025 Sheryl Smith (Staff Member)		-\$242.00
	07/04/2025 Reimbursement - Pre-employment Medical	\$242.00	
EFT27977	10/04/2025 Shire of Corrigin		-\$3,787.30
	08/04/2025 Environmental Health Officer - Regional Services Scheme - March 2025	\$3,787.30	
EFT27978	10/04/2025 Skytrust Intelligence Systems		-\$493.90
	04/04/2025 Access to Skytrust - April 2025	\$493.90	
EFT27979	10/04/2025 Team Global Express Pty Ltd		-\$1,351.03
	06/04/2025 Freight	\$1,351.03	
EFT27980	10/04/2025 Telstra Limited		-\$415.00
	04/04/2025 Mobile Phone Charges 0407034641-Sewerage-Fail Safe	\$20.00	
	0407148677 - DFES I-Pad	\$20.00	
	0407225086-Sewerage-Fail Safe	\$20.00	
	0407384735-Sewerage-Fail Safe	\$20.00	
	0408320854 - MIS IPad	\$20.00	
	0408411920-Sewerage-Fail Safe	\$19.00	
	0417447647 - Fuel Tank	\$20.00	
	0417621708-CEO Mobile	\$19.00	
	0427651127 Supervisor Mobile	\$19.00	
	0436386352 - Newdegate Digital Sign	\$20.00	
	0436668242-CESM Mobile	\$19.00	
	0448089092-MIS Mobile	\$19.00	
	0456676658 - Sewerage Camera	\$20.00	
	0457564350 - OSH IPad (ISO)	\$20.00	

	0457999713 - Trail Camera	\$20.00	
	0458004636 - Trail Camera	\$20.00	
	0461294698 - Refuse Scheme Monitor	\$20.00	
	0461302385 - Newdegate Pavilion Solar	\$20.00	
	0487223282 - LG Sports Pav Solar backup battery storage	\$20.00	
	0487225597 - Vrlly Sports Pav Solar backup battery storage	\$20.00	
	0487234395 - LG Medical Centre Solar backup battery storage	\$20.00	
EFT27981	10/04/2025 Victoria Fasano (Staff Member)		-\$100.76
	09/04/2025 Reimbursement - Meals Whilst at Shire Office 02/04 - 04/04/2025. Unclaimed Meals from Shire Visit 17/12 - 19/12/2024 & Purchase of a Calculator	\$100.76	
EFT27982	10/04/2025 WESTRAC PTY LTD		-\$501.60
	04/04/2025 FitFleet Essentials CVA Subscription 26/06/2025 - 25/06/2026 - 2020 CATERPILLAR 140 Motor Grader - LG393	\$501.60	
EFT27983	10/04/2025 Warren Blackwood Waste		-\$9,695.20
	04/04/2025 Recycling Pickups - March 2025	\$5,139.20	
	04/04/2025 Residential & Street Bin Pick Ups - March 2025	\$4,556.00	
EFT27984	10/04/2025 Western Power		-\$203.50
	25/03/2025 Cancelled Event - Lake Grace Hall 16/04/2025	\$203.50	
EFT27985	10/04/2025 Telstra Limited		-\$60.50
	27/03/2025 Bus Mobile Broadband - Lakes Local Action Group	\$60.50	
EFT27986	24/04/2025 Firecore Solutions		-\$10,778.90
	11/04/2025 Fire Extinguisher Service - Depot Vehicles	\$1,556.50	
	11/04/2025 Fire Extinguisher Service - Pingaring Community Centre	\$132.00	
	11/04/2025 Fire Extinguisher Service - Pingaring Sport	\$121.00	
	11/04/2025 Fire Extinguisher Service - Lake King Sports	\$121.00	
	11/04/2025 Fire Extinguisher Service - Varley Golf	\$132.00	
	11/04/2025 Fire Extinguisher Service - Varley Hall	\$154.00	
	11/04/2025 Fire Extinguisher Service - Varley Sports Pavilion	\$143.00	
	11/04/2025 Fire Extinguisher Service - Lake King Hall	\$154.00	
	11/04/2025 Fire Extinguisher Service & Testing & Tagging - Visitor Centre	\$473.00	
	11/04/2025 Fire Extinguisher Service & Testing & Tagging - LG Medical Centre	\$783.20	
	11/04/2025 Fire Extinguisher Service - NGT Golf & Bowls	\$132.00	
	11/04/2025 Fire Extinguisher Service - NGT Library	\$132.00	
	11/04/2025 Fire Extinguisher Service - Hainsworth	\$110.00	
	11/04/2025 Fire Extinguisher Service - NGT Hall	\$313.50	
	11/04/2025 Fire Extinguisher Service inc New Hose Reels - NGT Pavilion	\$2,095.50	
	11/04/2025 Fire Extinguisher Service - NGT Tennis	\$121.00	
	11/04/2025 Fire Extinguisher Service - Lake King Golf	\$121.00	
	11/04/2025 Fire Extinguisher Service - Lakes Village Hall	\$121.00	
	11/04/2025 Fire Extinguisher Service - Lake Grace Daycare	\$132.00	
	11/04/2025 Fire Extinguisher Service - Lake Grace Playgroup	\$264.00	
	11/04/2025 Fire Extinguisher Service - Lake Grace Pavilion	\$357.50	
	11/04/2025 Fire Extinguisher Service - Lake Grace Tennis	\$121.00	
	11/04/2025 Fire Extinguisher Service - AIM	\$110.00	
	11/04/2025 Fire Extinguisher Service - Lake Grace Airstrip	\$132.00	
	11/04/2025 Fire Extinguisher Service - Admin Building	\$187.00	
	11/04/2025 Fire Extinguisher Service - Lake King Fire Station	\$132.00	
	11/04/2025 Fire Extinguisher Service - Lake Grace Bus Shed	\$110.00	
	11/04/2025 Fire Extinguisher Service & Testing & Tagging - Depot	\$1,509.20	
	11/04/2025 Fire Extinguisher Service - Lake Grace Town Hall	\$346.50	
	11/04/2025 Fire Extinguisher Service - Old Doctor's Surgery	\$110.00	
	11/04/2025 Fire Extinguisher Service - Lake Grace Railway Toilets	\$110.00	
	11/04/2025 Fire Extinguisher Service - RSL	\$121.00	
	11/04/2025 Fire Extinguisher Service - Lake Grace Swimming Pool	\$121.00	
	TOTAL EFT		-\$954,703.28
DD11385.1	10/04/2025 Australian Super Administration		-\$2,407.58
	09/04/2025 Super Contributions for Pay Ending 09/04/2025	\$2,407.58	
DD11385.2	10/04/2025 Q Super		-\$280.98
	09/04/2025 Super Contributions for Pay Ending 09/04/2025	\$280.98	
DD11385.3	10/04/2025 REST Superannuation		-\$599.31
	09/04/2025 Super Contributions for Pay Ending 09/04/2025	\$599.31	
DD11385.4	10/04/2025 The SD & LM Carruthers Superannuation Fund		-\$324.30
	09/04/2025 Super Contributions for Pay Ending 09/04/2025	\$324.30	
DD11385.5	10/04/2025 Vanguard Super		-\$604.53
	09/04/2025 Super Contributions for Pay Ending 09/04/2025	\$604.53	

DD11385.6	10/04/2025 Aware Super		-\$6,789.82
	09/04/2025 Super Contributions for Pay Ending 09/04/2025	\$6,789.82	
DD11385.7	10/04/2025 The Trustee for Super Retirement Fund		-\$290.60
	09/04/2025 Super Contributions for Pay Ending 09/04/2025	\$290.60	
DD11385.8	10/04/2025 HESTA		-\$508.65
	09/04/2025 Super Contributions for Pay Ending 09/04/2025	\$508.65	
DD11385.9	10/04/2025 Hostplus		-\$1,652.83
	09/04/2025 Super Contributions for Pay Ending 09/04/2025	\$1,652.83	
DD11385.10	10/04/2025 Mercer Super Trust		-\$290.60
	09/04/2025 Super Contributions for Pay Ending 09/04/2025	\$290.60	
DD11385.11	10/04/2025 North Personal Superannuation		-\$165.89
	09/04/2025 Super Contributions for Pay Ending 09/04/2025	\$165.89	
DD11385.12	10/04/2025 Panorama Super		-\$140.49
	09/04/2025 Super Contributions for Pay Ending 09/04/2025	\$140.49	
DD11385.13	10/04/2025 Prime Super		-\$470.77
	09/04/2025 Super Contributions for Pay Ending 09/04/2025	\$470.77	
DD11390.1	01/04/2025 Superloop Limited		-\$1,225.00
	01/04/2025 Shire office wired (fibre optic) internet Corporate Internet - Monthly Charge Unlimited	\$1,225.00	
DD11390.2	14/04/2025 Shire of Lake Grace Credit Card		-\$2,346.63
	14/04/2025 10/03/25 Satellite Internet Service for 3 Fire Stations: NGT, LK and Vrlly Starlink Australia Receipt #INV-AUS-6037009-27323-23	\$417.00	
	10/03/25 Monthly Satellite Internet Service - Shire office Starlink Australia Receipt #INV-AUS-6037009-27323-23	\$139.00	
	10/03/25 Monthly Satellite Internet Service - CESM vehicle Starlink Australia Receipt #INV-AUS-6037009-27323-23	\$195.00	
	26/02/25 Fuel for CEO vehicle Fuel Distributors Of Esperance Receipt #9253	\$83.55	
	04/03/25 Fuel for CEO vehicle Petro Fuels Karragullen Receipt #80605	\$60.05	
	19/03/25 Heavy duty staples Ebay Sydney Receipt #07-12850-23770	\$59.00	
	26/02/25 DCEO professional membership renewal with CPA CPA Australia Receipt #CPAA.INV000348390	\$470.15	
	06/03/25 Plate change on PLVU45 Shire Of Lake Grace Receipt #153783953	\$31.10	
	06/03/25 Plate change on PLVU46 Shire Of Lake Grace Receipt #153783952	\$31.10	
	10/03/25 Fleetware subscription for satellite tracking of vehicles Fleetware Receipt #INV-10728	\$363.00	
	20/03/25 Roadside vegetation training for MIS Walga Events Receipt #RVMFD-4	\$95.00	
	21/03/25 Birds Nets for Lake Grace Tennis Pavilion www.Dineachook.com.au Receipt #89609	\$200.85	
	26/03/25 Councillors fridge refill Magadashly Receipt #53691	\$143.00	
	25/03/25 Snacks for a community consultation event at Lake Grace pavilion Lake Grace Plaza Receipt #N/A GST Incl	\$25.41	
	25/03/25 Snacks for a community consultation event at Lake Grace pavilion Lake Grace Plaza Receipt #N/A GST Free	\$8.02	
	25/03/25 Tea and coffee for a community consultation event at Lake Grace pavilion Lake Grace Plaza Receipt #N/A	\$25.40	
	15/04/2025 WA Treasury Corporation		-\$32,434.88
	15/04/2025 Loan 203 Redemption - Purchase & Develop Industrial Land	\$32,434.88	
DD11392.2	17/04/2025 Resimac Asset Finance Pty Ltd		-\$993.22
	17/04/2025 Chattel mortgage repayment - Lake Local Action Group Vehicle	\$993.22	
DD11401.1	24/04/2025 Australian Super Administration		-\$2,769.04
	23/04/2025 Super Contributions for Pay Ending 23/04/2025	\$2,769.04	
DD11401.2	24/04/2025 Q Super		-\$279.12
	23/04/2025 Super Contributions for Pay Ending 23/04/2025	\$279.12	
DD11401.3	24/04/2025 REST Superannuation		-\$484.40
	23/04/2025 Super Contributions for Pay Ending 23/04/2025	\$484.40	
DD11401.4	24/04/2025 The SD & LM Carruthers Superannuation Fund		-\$317.86
	23/04/2025 Super Contributions for Pay Ending 23/04/2025	\$317.86	
DD11401.5	24/04/2025 Aware Super		-\$6,674.78
	23/04/2025 Super Contributions for Pay Ending 23/04/2025	\$6,674.78	
DD11401.6	24/04/2025 The Trustee for Super Retirement Fund		-\$288.74
	23/04/2025 Super Contributions for Pay Ending 23/04/2025	\$288.74	

DD11401.7	24/04/2025 HESTA		-\$508.65
	23/04/2025 Super Contributions for Pay Ending 23/04/2025	\$508.65	
DD11401.8	24/04/2025 Hostplus		-\$1,737.28
	23/04/2025 Super Contributions for Pay Ending 23/04/2025	\$1,737.28	
DD11401.9	24/04/2025 Mercer Super Trust		-\$297.94
	23/04/2025 Super Contributions for Pay Ending 23/04/2025	\$297.94	
DD11401.10	24/04/2025 North Personal Superannuation		-\$165.89
	23/04/2025 Super Contributions for Pay Ending 23/04/2025	\$165.89	
DD11401.11	24/04/2025 Panorama Super		-\$147.23
	23/04/2025 Super Contributions for Pay Ending 23/04/2025	\$147.23	
DD11401.12	24/04/2025 Prime Super		-\$296.41
	23/04/2025 Super Contributions for Pay Ending 23/04/2025	\$296.41	
TOTAL DIRECT DEBITS			-\$65,493.42
TOTAL MUNICIPAL FUND			-\$1,020,196.70

SHIRE OF LAKE GRACE

MONTHLY FINANCIAL REPORT

**(Containing the required statement of financial activity and statement of financial position)
For the period ended 30 April 2025**

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

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SHIRE OF LAKE GRACE
STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 APRIL 2025

	Amended Budget Estimates	YTD Budget Estimates	YTD Actual	Variance* \$	Variance* %	Var.
Note	(a) \$	(b) \$	(c) \$	(c) - (b) \$	((c) - (b))/(b) %	
OPERATING ACTIVITIES						
Revenue from operating activities						
General rates	4,978,543	4,979,543	4,978,352	(1,191)	(0.02%)	
Rates excluding general rates	317,191	317,191	317,790	599	0.19%	
Grants, subsidies and contributions	1,453,872	1,233,588	1,391,582	157,994	12.81%	▲
Fees and charges	452,735	393,335	402,509	9,174	2.33%	
Interest revenue	587,419	494,855	495,279	424	0.09%	
Other revenue	332,829	311,668	311,331	(337)	(0.11%)	
Profit on asset disposals	198,291	198,291	198,291	0	0.00%	
	8,320,880	7,928,471	8,095,134	166,663	2.10%	
Expenditure from operating activities						
Employee costs	(2,579,645)	(2,149,138)	(2,224,286)	(75,148)	(3.50%)	
Materials and contracts	(5,420,151)	(4,498,477)	(3,230,014)	1,268,463	28.20%	▲
Utility charges	(319,468)	(253,127)	(266,591)	(13,464)	(5.32%)	
Depreciation	(8,350,957)	(6,958,726)	(6,984,322)	(25,596)	(0.37%)	
Finance costs	(38,276)	(29,440)	(24,993)	4,447	15.11%	
Insurance	(291,597)	(291,553)	(293,402)	(1,849)	(0.63%)	
Other expenditure	(402,685)	(335,136)	(310,862)	24,274	7.24%	
Loss on asset disposals	(11,060)	(11,060)	(11,061)	(1)	(0.01%)	
	(17,413,839)	(14,526,657)	(13,345,531)	1,181,126	8.13%	
Non cash amounts excluded from operating activities	2(c) 8,180,141	6,782,876	6,808,473	25,597	0.38%	
Amount attributable to operating activities	(912,818)	184,690	1,558,076	1,373,386	743.62%	
INVESTING ACTIVITIES						
Inflows from investing activities						
Proceeds from capital grants, subsidies and contributions	3,737,458	2,079,623	1,723,469	(356,154)	(17.13%)	▼
Proceeds from disposal of assets	515,660	515,660	515,660	0	0.00%	
	4,253,118	2,595,283	2,239,129.00	(356,154)	(13.72%)	
Outflows from investing activities						
Payments for property, plant and equipment	(5,264,275)	(4,217,409)	(2,448,779)	1,768,630	41.94%	▲
Payments for construction of infrastructure	(5,658,519)	(4,644,249)	(3,239,553)	1,404,696	30.25%	▲
	(10,922,794)	(8,861,658)	(5,688,332)	3,173,326	35.81%	
Amount attributable to investing activities	(6,669,676)	(6,266,375)	(3,449,203)	2,817,172	44.96%	
FINANCING ACTIVITIES						
Inflows from financing activities						
Proceeds from new borrowings	750,000	750,000	750,000	0	0.00%	
Transfer from reserves	1,161,816	44,038	44,038	0	0.00%	
	1,911,816	794,038	794,038	0	0.00%	
Outflows from financing activities						
Repayment of borrowings	(169,214)	(150,591)	(150,591)	0	0.00%	
Transfer to reserves	(1,195,533)	(252,630)	(252,630)	0	0.00%	
	(1,364,747)	(403,221)	(403,221)	0	0.00%	
Amount attributable to financing activities	547,069	390,817	390,817	0	0.00%	
MOVEMENT IN SURPLUS OR DEFICIT						
Surplus or deficit at the start of the financial year	2(a) 7,035,425	7,035,425	7,035,424	(1)	(0.00%)	
Amount attributable to operating activities	(912,818)	184,690	1,558,076	1,373,386	743.62%	▲
Amount attributable to investing activities	(6,669,676)	(6,266,375)	(3,449,203)	2,817,172	44.96%	▲
Amount attributable to financing activities	547,069	390,817	390,817	0	0.00%	
Surplus or deficit after imposition of general rates	0	1,344,557	5,535,114	4,190,557	311.67%	▲

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 LAKE GRACE
STATEMENT OF FINANCIAL POSITION
FOR THE PERIOD ENDED 30 APRIL 2025

	Actual 30 June 2024	Actual as at 30 April 2025
	\$	\$
CURRENT ASSETS		
Cash and cash equivalents	13,636,877	12,315,946
Trade and other receivables	179,743	214,941
Inventories	17,796	37,244
TOTAL CURRENT ASSETS	13,834,416	12,568,131
NON-CURRENT ASSETS		
Trade and other receivables	3,030	3,030
Other financial assets	103,964	103,964
Property, plant and equipment	46,013,080	47,209,702
Infrastructure	249,875,048	247,054,006
TOTAL NON-CURRENT ASSETS	295,995,122	294,370,702
TOTAL ASSETS	309,829,538	306,938,833
CURRENT LIABILITIES		
Trade and other payables	374,153	423,589
Other liabilities	4,043	0
Borrowings	169,214	18,622
Employee related provisions	443,553	434,974
TOTAL CURRENT LIABILITIES	990,963	877,185
NON-CURRENT LIABILITIES		
Borrowings	867,248	1,617,249
Employee related provisions	63,032	63,032
TOTAL NON-CURRENT LIABILITIES	930,280	1,680,281
TOTAL LIABILITIES	1,921,243	2,557,466
NET ASSETS	307,908,295	304,381,367
EQUITY		
Retained surplus	159,082,436	155,346,916
Reserve accounts	6,636,232	6,844,824
Revaluation surplus	142,189,627	142,189,627
TOTAL EQUITY	307,908,295	304,381,367

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

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 21 May 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 POLICES

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
- Assets held for sale
- Investment property
- Estimated useful life of intangible assets
- Measurement of employee benefits
- Measurement of provisions
- Estimation uncertainties and judgements made in relation to lease

SHIRE OF LAKE GRACE
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 APRIL 2025

2 NET CURRENT ASSETS INFORMATION

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

	Note	Amended Budget Opening 1 July 2024	Actual as at 30 June 2024	Actual as at 30 April 2025
Current assets		\$	\$	\$
Cash and cash equivalents		13,648,984	13,636,877	12,315,946
Trade and other receivables		179,743	179,743	214,941
Inventories		17,796	17,796	37,244
		13,846,523	13,834,416	12,568,131
Less: current liabilities				
Trade and other payables		(386,259)	(374,153)	(423,589)
Other liabilities		(4,043)	(4,043)	0
Borrowings		(169,214)	(169,214)	(18,622)
Employee related provisions		(443,553)	(443,553)	(434,974)
		(1,003,069)	(990,963)	(877,185)
Net current assets		12,843,454	12,843,453	11,690,946
Less: Total adjustments to net current assets	2(b)	(5,808,029)	(5,808,029)	(6,155,832)
Closing funding surplus / (deficit)		7,035,425	7,035,424	5,535,114

(b) Current assets and liabilities excluded from budgeted deficiency

Adjustments to net current assets				
Less: Reserve accounts		(6,636,232)	(6,636,232)	(6,844,824)
Less: Current assets not expected to be received at end of year				
- Municipal restricted cash and Units in Local Government House Trust		(260,079)	(260,079)	(276,491)
Add: Current liabilities not expected to be cleared at the end of the year				
- Current portion of borrowings		169,214	169,214	18,622
- Capital grants In-kind contribution		573,390	573,390	573,390
- Current portion of employee benefit provisions held in reserve		345,678	345,678	373,471
Total adjustments to net current assets	2(a)	(5,808,029)	(5,808,029)	(6,155,832)

(c) Non-cash amounts excluded from operating activities

		Amended Budget Estimates 30 June 2025	YTD Budget Estimates 30 April 2025	YTD Actual 30 April 2025
		\$	\$	\$
Adjustments to operating activities				
Less: Profit on asset disposals		(198,291)	(198,291)	(198,291)
Add: Loss on asset disposals		11,060	11,060	11,061
Add: Depreciation		8,350,957	6,958,726	6,984,322
Movement in current employee provisions associated with restricted cash		16,415	11,381	11,381
Total non-cash amounts excluded from operating activities		8,180,141	6,782,876	6,808,473

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 LAKE GRACE
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 APRIL 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 2024-25 year is \$10,000 and 10.00% whichever is the greater.

Description	Var. \$	Var. %	
	\$	%	
Revenue from operating activities			
Grants, subsidies and contributions	157,994	12.81%	▲
DFES Emergency Services Grant - additional portion for 23/24 FY			
NearMiss Lake Grace Intersection Monitoring Grant			
Expenditure from operating activities			
Materials and contracts	1,268,463	28.20%	▲
Below budget due to delay in operating jobs			
Inflows from investing activities			
Proceeds from capital grants, subsidies and contributions	(356,154)	(17.13%)	▼
"Local Roads & Community" program income is lower than predicted.			
Outflows from investing activities			
Payments for property, plant and equipment	1,768,630	41.94%	▲
Some of Capital projects have not been initiated as yet (38%) or in early stage of completion			
Payments for construction of infrastructure	1,404,696	30.25%	▲
Some of Capital projects have not been initiated as yet (38%) or in early stage of completion			

SHIRE OF LAKE GRACE
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 LAKE GRACE
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 APRIL 2025**

1 KEY INFORMATION

Funding Surplus or Deficit Components

Funding surplus / (deficit)				
	Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
Opening	\$7.04 M	\$7.04 M	\$7.04 M	(\$0.00 M)
Closing	\$0.00 M	\$1.34 M	\$5.54 M	\$4.19 M

Refer to Statement of Financial Activity

Cash and cash equivalents		
	\$12.32 M	% of total
Unrestricted Cash	\$5.47 M	44.4%
Restricted Cash	\$6.84 M	55.6%

Refer to 3 - Cash and Financial Assets

Payables	
	\$0.42 M
Trade Payables	\$0.41 M
0 to 30 Days	74.8%
Over 30 Days	25.3%
Over 90 Days	0.1%

Refer to 9 - Payables

Receivables		
	\$0.16 M	% Collected
Rates Receivable	\$0.06 M	98.8%
Trade Receivable	\$0.16 M	% Outstanding
Over 30 Days		8.8%
Over 90 Days		2.8%

Refer to 7 - Receivables

Key Operating Activities

Amount attributable to operating activities			
Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
(\$0.91 M)	\$0.18 M	\$1.56 M	\$1.37 M

Refer to Statement of Financial Activity

Rates Revenue		
YTD Actual	\$4.98 M	% Variance
YTD Budget	\$4.98 M	(0.0%)

Grants and Contributions		
YTD Actual	\$1.39 M	% Variance
YTD Budget	\$1.23 M	12.8%

Refer to 12 - Grants and Contributions

Fees and Charges		
YTD Actual	\$0.40 M	% Variance
YTD Budget	\$0.39 M	2.3%

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)
(\$6.67 M)	(\$6.27 M)	(\$3.45 M)	\$2.82 M

Refer to Statement of Financial Activity

Proceeds on sale		
YTD Actual	\$0.52 M	%
Amended Budget	\$0.52 M	0.0%

Refer to 6 - Disposal of Assets

Asset Acquisition		
YTD Actual	\$3.24 M	% Spent
Amended Budget	\$5.66 M	(42.7%)

Refer to 5 - Capital Acquisitions

Capital Grants		
YTD Actual	\$1.18 M	% Received
Amended Budget	\$3.74 M	(68.6%)

Refer to 5 - Capital Acquisitions

Key Financing Activities

Amount attributable to financing activities			
Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
\$0.55 M	\$0.39 M	\$0.39 M	\$0.00 M

Refer to Statement of Financial Activity

Borrowings	
Principal repayments	(\$0.15 M)
Interest expense	(\$0.02 M)
Principal due	\$1.64 M

Refer to 10 - Borrowings

Reserves	
Reserves balance	\$6.84 M
Net Movement	\$0.21 M

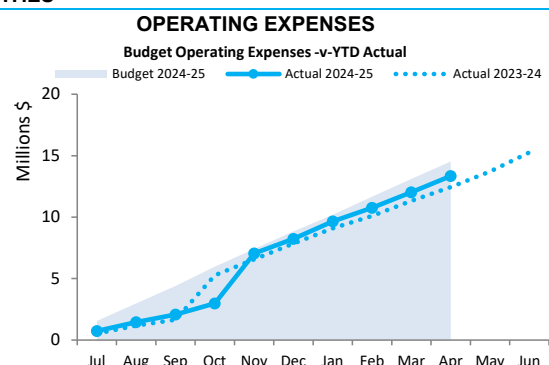
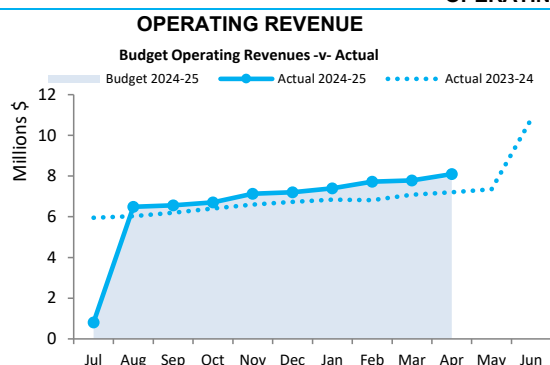
Refer to 4 - Cash Reserves

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

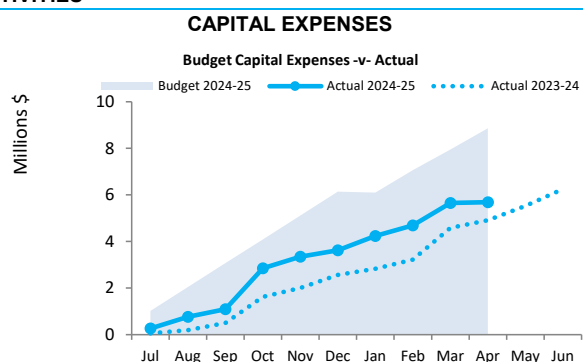
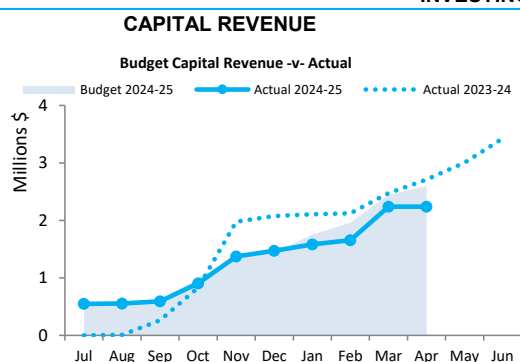
SHIRE OF LAKE GRACE
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 APRIL 2025

2 KEY INFORMATION - GRAPHICAL

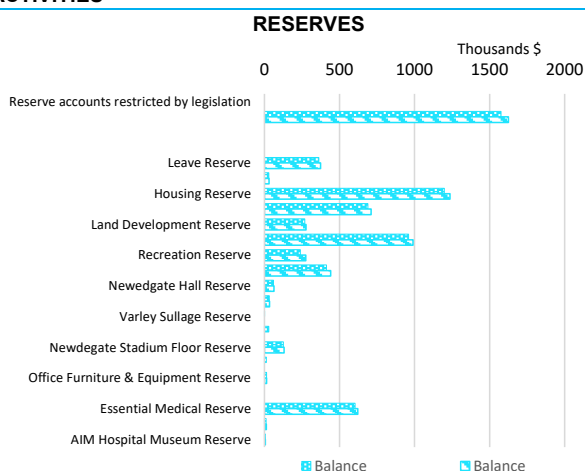
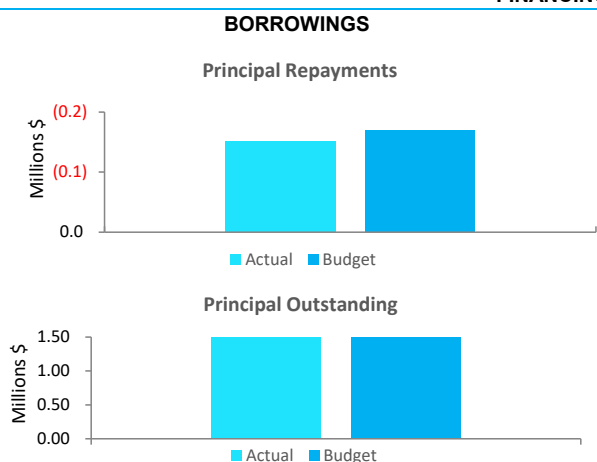
OPERATING ACTIVITIES



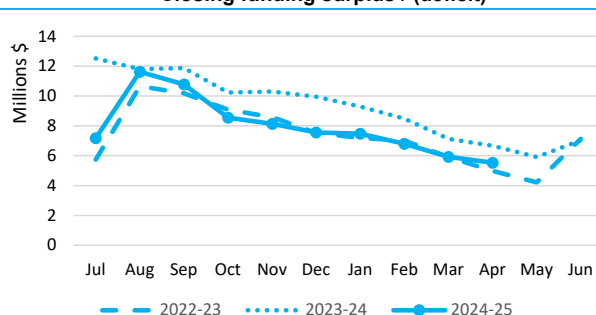
INVESTING ACTIVITIES



FINANCING ACTIVITIES



Closing funding surplus / (deficit)



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

**SHIRE OF LAKE GRACE
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 APRIL 2025**

3 CASH AND FINANCIAL ASSETS AT AMORTISED COST

Description	Classification	Unrestricted	Reserve Accounts	Total	Trust	Institution	Interest Rate	Maturity Date
		\$	\$	\$	\$			
Municipal Bank account - CBA	Cash and cash equivalents	130,786		130,786		Commonwealth	3.50%	N/A
Term deposit - Municipal Bank account	Cash and cash equivalents	3,000,000		3,000,000		Commonwealth	4.52%	06/2025
WATC Overnight Deposit Municipal	Cash and cash equivalents	2,289,764		2,289,764		WATC	4.05%	N/A
Petty Cash and Floats	Cash and cash equivalents	500		500		Cash on Hand	N/A	N/A
Reserve Bank Account	Cash and cash equivalents	0	(0)	(0)		Commonwealth	3.50%	N/A
WATC Overnight Deposit Reserve	Cash and cash equivalents	0	1,598,735	1,598,735		WATC	4.05%	N/A
Term deposit - Reserve Bank Account	Cash and cash equivalents	0	5,246,089	5,246,089		Commonwealth	4.66%	05/2025
Restricted LOGCHOP Housing	Cash and cash equivalents	44,669	0	44,669		Commonwealth	N/A	N/A
Rural Town Salinity Program	Cash and cash equivalents	5,403	0	5,403		Commonwealth	N/A	N/A
	Cash and cash equivalents	0	0	0	12,417	Commonwealth	N/A	N/A
Total		5,471,122	6,844,824	12,315,946	12,417			
Comprising								
Cash and cash equivalents		5,471,122	6,844,824	12,315,946	12,417			
		5,471,122	6,844,824	12,315,946	12,417			

KEY INFORMATION

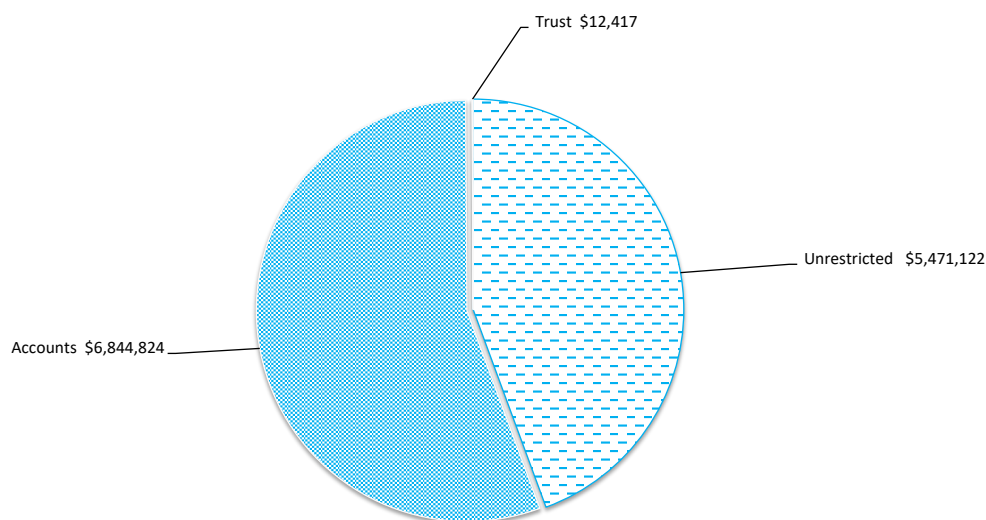
Cash and cash equivalents include cash on hand, cash at bank, deposits available on demand with banks and other short term highly liquid investments with original maturities of three months or less that are readily convertible to known amounts of cash and which are subject to an insignificant risk of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



SHIRE OF LAKE GRACE
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 APRIL 2025

4 RESERVE ACCOUNTS

Reserve account name	Budget				Actual			
	Opening	Transfers	Transfers	Closing	Opening	Transfers	Transfers	Closing
	Balance	In (+)	Out (-)	Balance	Balance	In (+)	Out (-)	Balance
	\$	\$	\$	\$	\$	\$	\$	\$
Reserve accounts restricted by legislation								
Lake Grace Sewerage Reserve	1,576,313	150,899	0	1,727,212	1,576,313	49,547	0	1,625,860
Reserve accounts restricted by Council								
Leave Reserve	362,091	15,932	0	378,023	362,090	11,381	0	373,471
Emergency Services Reserve	29,595	1,302	0	30,897	29,596	930	0	30,526
Housing Reserve	1,199,089	52,760	(334,000)	917,849	1,199,090	37,690	0	1,236,780
Swimming Pool Reserve	689,250	239,127	0	928,377	689,250	21,665	0	710,915
Land Development Reserve	269,267	11,848	(200,000)	81,115	269,267	8,464	0	277,731
Plant Reserve	960,064	42,243	(423,000)	579,307	960,064	30,177	0	990,241
Recreation Reserve	238,519	311,334	0	549,853	238,519	37,577	0	276,096
Works & Services Reserve	412,569	33,683	0	446,252	412,568	28,310	0	440,878
Newedgate Hall Reserve	60,778	0	(60,778)	0	60,778	1,910	0	62,688
Radio Reserve	32,825	1,444	0	34,269	32,825	1,032	0	33,857
Varley Sullage Reserve	1,815	0	(1,816)	(1)	1,816	0	(1,816)	0
Newedgate Sports Dam Reserve	29,163	0	(29,163)	0	29,163	0	(29,163)	0
Newdegate Stadium Floor Reserve	126,582	214,370	0	340,952	126,582	3,979	0	130,561
Community Water Supplies Reserve	13,059	0	(13,059)	0	13,059	0	(13,059)	0
Office Furniture & Equipment Reserve	14,509	11,078	0	25,587	14,508	456	0	14,964
Centenary Reserve	0	30,000	0	30,000	0	0	0	0
Essential Medical Reserve	602,996	26,532	(100,000)	529,528	602,996	18,954	0	621,950
History Book Reserve	11,403	502	0	11,905	11,403	358	0	11,761
AIM Hospital Museum Reserve	6,345	52,479	0	58,824	6,345	199	0	6,544
	6,636,232	1,195,533	(1,161,816)	6,669,949	6,636,232	252,630	(44,038)	6,844,824

5 CAPITAL ACQUISITIONS

Capital acquisitions	Amended		YTD Actual	YTD Variance
	Budget	YTD Budget		
	\$	\$	\$	\$
Land - freehold land	300,000	249,990	10,516	(239,474)
Buildings - non-specialised	1,194,495	995,323	981,655	(13,668)
Buildings - specialised	1,477,637	1,060,622	173,310	(887,312)
Furniture and equipment	80,000	66,664	36,673	(29,991)
Plant and equipment	2,212,143	1,844,810	1,246,625	(598,185)
Acquisition of property, plant and equipment	5,264,275	4,217,409	2,448,779	(1,768,630)
Infrastructure - roads	4,155,924	3,462,890	2,920,946	(541,944)
Infrastructure - parks, gardens, recreation facilities	1,184,536	916,333	286,689	(629,644)
Infrastructure - urban infrastructure	318,058	265,026	31,917	(233,109)
Acquisition of infrastructure	5,658,519	4,644,249	3,239,553	(1,404,696)
Total of PPE and Infrastructure.	10,922,794	8,861,658	5,688,332	(3,173,326)
Total capital acquisitions	10,922,794	8,861,658	5,688,332	(3,173,326)
Capital Acquisitions Funded By:				
Capital grants and contributions	3,737,458	1,541,372	1,175,352	(366,020)
Borrowings	750,000	750,000	750,000	0
Other (disposals & C/Fwd)	515,660	515,660	515,660	0
Reserve accounts				
Housing Reserve	334,000	0	0	0
Land Development Reserve	200,000	0	0	0
Plant Reserve	423,000	0	0	0
Newedgate Hall Reserve	60,778	0	0	0
Varley Sullage Reserve	1,816	1,816	1,816	0
Newedgate Sports Dam Reserve	29,163	29,163	29,163	0
Community Water Supplies Reserve	13,059	13,059	13,059	0
Essential Medical Reserve	100,000	0	0	0
Contribution - operations	4,757,860	6,010,588	3,203,282	(2,807,306)
Capital funding total	10,922,794	8,861,658	5,688,332	(3,173,326)

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

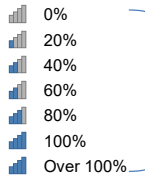
In accordance with *Local Government (Financial Management) Regulation 17A(2)*, the carrying amount of non-financial assets that are land and buildings classified as property, plant and equipment, investment properties, infrastructure or vested improvements that the local government controls.

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.

5 CAPITAL ACQUISITIONS (CONTINUED) - DETAILED

Capital expenditure total

Level of completion indicators

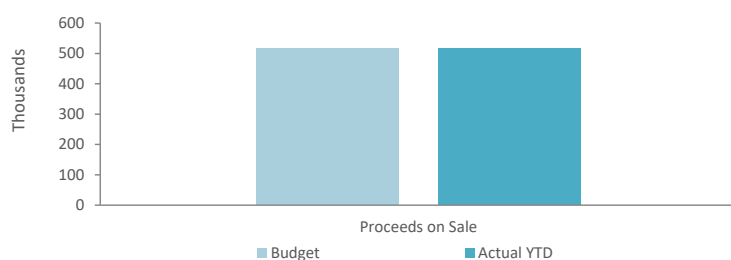


Percentage Year to Date Actual to Annual Budget expenditure where the expenditure over budget highlighted in red.

		Amended		Variance
Account Description		Budget	YTD Budget	(Under)/Over
		\$	\$	\$
Land				
E137260	Lake Grace Residential Land	0	0	5,466
E137350	Lake Grace Industrial Land	300,000	249,990	5,050
Buildings - Non Specialised				
E091960 (9196114)	3 Clark Ave Capital	30,000	24,999	0
E091960 (9196034)	5 Banksia Pl Capital	29,494	24,549	17,702
E091960 (9196054)	36 Bennett St Capital	31,000	25,822	6,735
E091970 (9197094)	65A Bennett St Capital	15,000	12,496	0
E092006 (9200014)	14 Blackbutt Way Capital Exp	5,000	4,163	5,100
E092006 (9200015)	84 Bennett Street Wachs Housing Cap Exp	1,084,000	903,294	952,118
Buildings - Specialised				
E042549 (4205024)	Admin Office Building - Cap Exp	80,000	66,664	23,782
E051172 (51171)	Lake King Fire Shed Cap Exp	8,000	6,663	7,984
E077502 (B93CAP)	8 Wattle Drive	38,000	31,662	6,735
E083101 (8300102)	Relocate Toy Library To Daycare Centre	80,000	66,664	0
E091970 (9197124)	10A Gumtree Dr Capital	7,000	5,830	6,500
E091970 (9197134)	10B Gumtree Dr Capital	7,000	5,830	6,500
E092120 (ILULG)	Ilu Lot 107 Bennett St Lake Grace	10,000	8,333	0
E107715 (1071044)	Lake Grace Community Bus Shed Cap Exp	15,000	12,496	0
E111007 (LGPHCAP)	Lake Grace Public Hall	153,647	128,028	7,737
E111007 (LGVHCAP)	Lake Grace Lakes Village Hall	50,000	41,665	0
E111007 (NGPHCAP)	Newdegate Public Hall	55,000	45,828	38,185
E113152 (113014)	Lake King Sports Pavilion Cap Ex	10,000	8,333	0
E113152 (113018)	Lg Sporting Precinct - Final Stage Cap Ex	40,000	33,332	0
E113152 (B63CAP)	Newdegate Recreation Centre	65,000	54,161	25,974
E113152 (113002)	Lake Grace Sporting Precinct - New Lawn Area	6,990	5,820	6,990
E113154 (1131543)	Purchase Of Lot 352 Stubbs Street Building Cap Exp	200,000	0	0
E117041 (1170014)	Aim Building Capital	30,000	25,000	15,000
E117042 (1170084)	Rsl Hall Capex	30,000	24,999	0
E121502 (121304)	Lake Grace Depot - Cap Exp	300,000	249,990	0
E132500 (1325014)	Visitor Centre Improvements Cap Exp	80,000	66,664	2,528
E132502 (1322051)	Lk Tractor Museum Shed	40,000	33,332	25,395
E132502 (1322052)	Hainesworth Museum Shed	160,000	133,328	0
E143318	Newdegate Depot Upgrades Cap Exp	12,000	6,000	0
Furniture & Equipment				
E112521 (1125211)	Lake Grace Pool	50,000	41,665	0
E113178 (1131781)	Lg Football Electronic Score Board	30,000	24,999	36,673
Plant & Equipment				
E042550 (LG74CAP)	Mcs Vehicle	50,000	41,665	55,542
E042550 (LG139CA)	Dceo Vehicle	50,000	41,665	55,542
E042550 (LG75CAP)	Mis Vehicle	71,500	59,574	70,466
E051174 (511734)	Fire Truck In-Kind Contribution	52,643	52,643	0
E053550 (053551)	Lg & Ngt Digital Speed Signs	8,000	6,663	1,505
E053550 (53552)	Lg & Ngt Town Cctv	120,000	99,996	0
E123059 (P27CAP)	Newdegate Parks And Gardens Plant And Equipment	98,000	65,332	84,685
E123059 (PL04CAP)	6 Wheel Tip Truck	380,000	316,670	0
E123059 (PL06CAP)	Mobile Trailer Generators	60,000	49,998	56,488
E123059 (PL11CAP)	Maintenance Grader Lg	565,000	470,811	500,000
E123059 (PL15CAP)	Varley Mower - Toro Z Master	21,000	17,496	20,380
E123059 (PL19CAP)	Supervisor Vehicle Isuzu	51,000	42,495	50,864
E123059 (PL28CAP)	Skid Steer Plant Trailer	68,000	56,661	0
E123059 (PL37CAP)	Ngt Community Bus	253,000	210,818	0
E123059 (PL38CAP)	Side Tipper Trailer - Construction	290,000	241,657	253,740
E123059 (PL39CAP)	Rmx240 Mower X 2 (Lake Grace & Lake King)	54,000	54,000	24,860
E132504 (1325041)	LG & NGT Digital Display Sign	20,000	16,666	19,910
Infrastructure - Roads				
E121200	Roadworks Capital Renewal	4,155,924	3,462,890	2,920,946
Parks, Gardens, Recreation Facilities				
E107259 (113061)	Lake King Cemetery New Fence	60,000	49,998	0
E113175 (113037)	Lake Grace Football Field Lighting Upgrade Cap Exp	25,000	20,829	16,546
E113175 (113048)	Lake Grace Sporting Complex Entry Cap Exp	150,000	124,995	0
E113175 (113053)	Lake King Walk Trail Upgrade Cap Exp	3,436	2,836	0
E113175 (113055)	Jam Patch New Bbq & Picnic Shelters Cap Exp	45,000	37,495	0
E113175 (113070)	Lighting Install Lg & Lk Pg	60,000	49,998	56,088
E113175 (113071)	Padley Park Stormwater Capture (Cwsp)	5,000	4,163	5,555
E113175 (113075)	Lake King Park Upgrade	150,000	124,988	17,492
E113175 (113076)	Jam Patch - New Walk Way	124,000	103,326	2,100
E113175 (113079)	Newdegate Bowling Club Reconstruction And Resurfacing Projec	212,100	106,050	0
E132503 (1325031)	LG Lookout Upgrade	100,000	83,330	2,100
E113293 (113203)	Lake Grace Pump Track	250,000	208,325	186,809
Sewerage				
Urban Infrastructure				
E101043 (1010431)	Lake Grace & Newdegate Recycling Stations	4,500	3,743	0
E121312 (121302)	Lake Grace Footpaths Cap Exp	50,000	41,665	2,129
E121312 (121303)	Newdegate Footpath Cap Exp	150,000	124,995	0
E136501 (136009)	Newdegate Airstrip Dam (CWSP)	113,558	94,623	29,789
		10,922,793	8,861,658	5,688,332
				3,173,326

6 DISPOSAL OF ASSETS

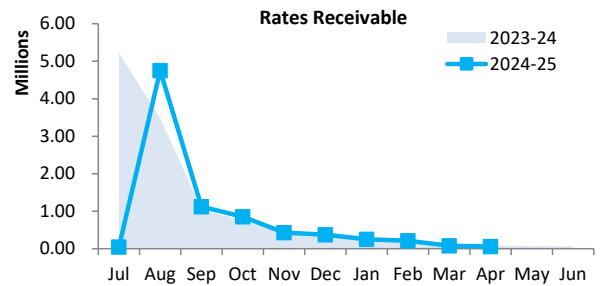
Asset Ref.	Asset description	Budget				YTD Actual			
		Net Book	Proceeds	Profit	(Loss)	Net Book	Proceeds	Profit	(Loss)
		Value				Value			
		\$	\$	\$	\$	\$	\$	\$	\$
	Plant and equipment								
222	PLVU55 Isuzu MU-X (MCS)	44,429	41,818	0	(2,611)	44,416	41,818	0	(2,598)
219	PLVU54 Isuzu MU-X (DCEO)	40,570	41,818	1,248	0	41,423	41,818	395	0
231	PLVU57 Toyota Prado (MIS)	56,732	61,810	5,078	0	57,826	61,810	3,984	0
1409	PTRA24 Coastmac Skid Steer Loader Trailer	1,931	5,768	3,837	0	2,154	5,768	3,614	0
1417	PCB01 Toyota Coaster Bus NGT Comm Bus	12,760	4,446	0	(8,314)	12,909	4,446	0	(8,463)
1003	PTRA12 Roadwest Side Tipper Trailer	15,592	75,000	59,408	0	8,276	75,000	66,724	0
1393	PTOR04 John Deere Ride-on-Mower	0	0	0	0	0	0	0	0
187	PLVU52 Ford Ranger Infrastructure/Works Supervisor	135	0	0	(135)	0	0	0	0
1002	PTRA13 Roadwest Tri-axle Side Tipper	8,687	75,000	66,313	0	8,957	75,000	66,043	0
1419	PGRA07 John Deere 770G Grader LG Maint	147,593	210,000	62,407	0	152,469	210,000	57,531	0
		328,429	515,660	198,291	(11,060)	328,430	515,660	198,291	(11,061)



7 RECEIVABLES

Rates receivable

	30 June 2024	30 Apr 2025
	\$	\$
Opening arrears previous year	75,681	56,487
Levied this year	5,146,844	4,978,352
Less - collections to date	(5,166,038)	(4,975,709)
Net rates collectable	56,487	59,130
% Collected	98.9%	98.8%



Receivables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$	\$
Receivables - general	(294)	142,511	9,145	111	4,338	155,811
Percentage	(0.2%)	91.5%	5.9%	0.1%	2.8%	
Balance per trial balance						
Trade receivables	(294)	142,511	9,145	111	4,338	155,811
Total receivables general outstanding						155,811

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).

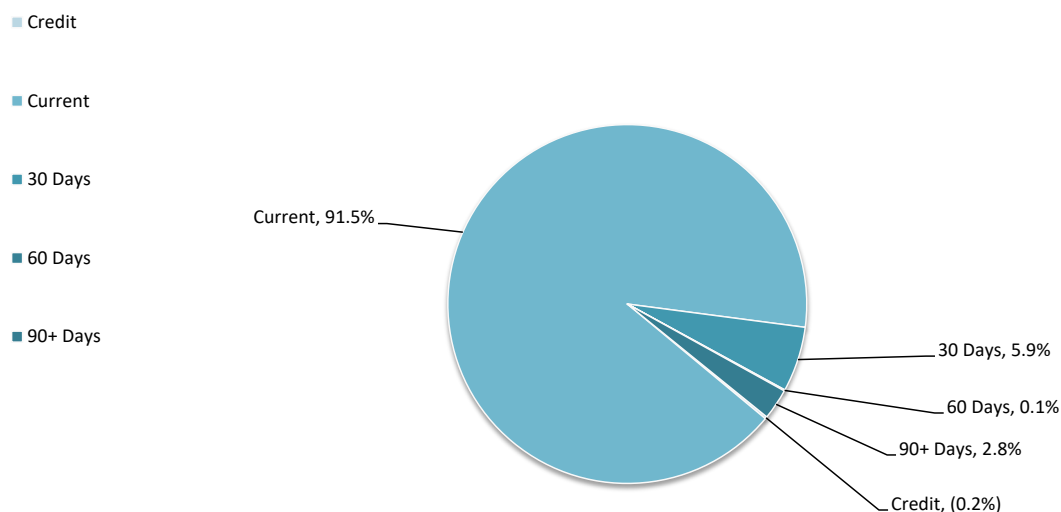
The carrying amount of net trade receivables is equivalent to fair value as it is due for settlement within 30 days.

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.

Accounts Receivable (non-rates)



8 OTHER CURRENT ASSETS

	Opening Balance 1 July 2024	Asset Increase	Asset Reduction	Closing Balance 30 April 2025
Other current assets	\$	\$	\$	\$
Inventory				
Stock on Hand - Fuel	17,796	150,297	(130,849)	37,244
Total other current assets	17,796	150,297	(130,849)	37,244
Amounts shown above include GST (where applicable)				

KEY INFORMATION

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.

9 PAYABLES

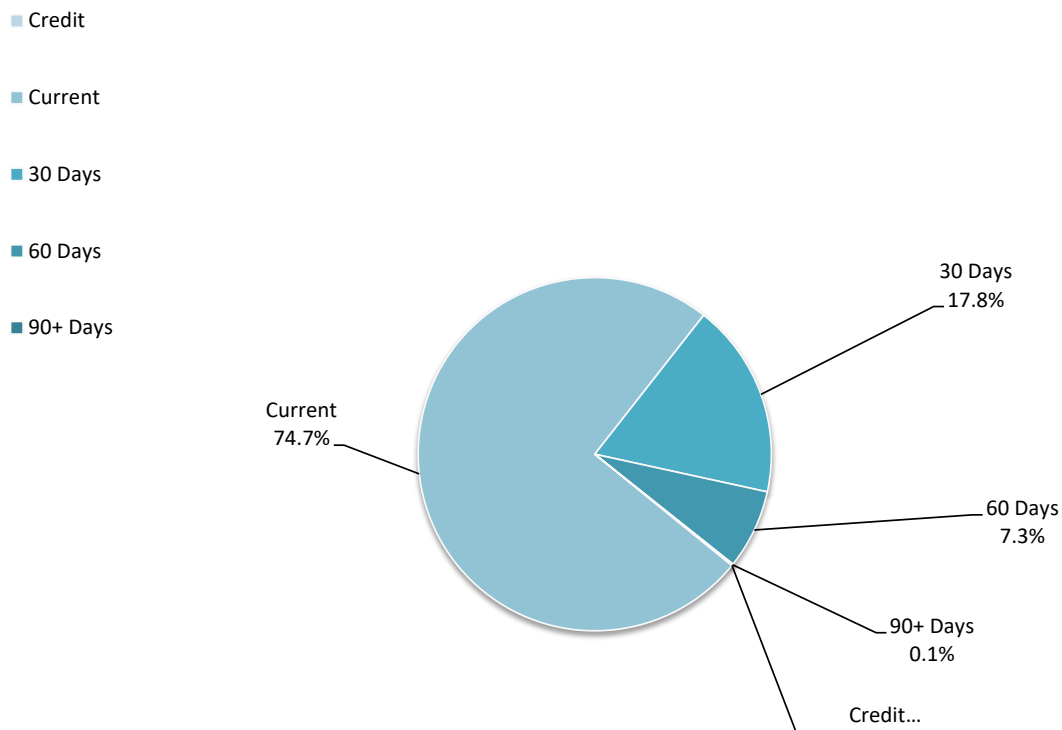
Payables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$	\$
Payables - general	(112)	311,359	74,368	30,305	565	416,484
Percentage	0.0%	74.8%	17.9%	7.3%	0.1%	
Balance per trial balance						
Sundry creditors	(112)	304,929	74,368	30,305	565	410,054
ESL Levied & Prepaid rates		505				505
Liabilities held for Others - Prepaid Rates		13,030				13,030
Total payables general outstanding						423,589

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.

Aged Payables



10 BORROWINGS

Repayments - borrowings

Information on borrowings Particulars		Loan No.	New Loans		Principal Repayments		Principal Outstanding		Interest Repayments	
			1 July 2024	Actual	Budget	Actual	Budget	Actual	Budget	Actual
			\$	\$		\$	\$		\$	\$
Office Refurbishment	L181	177,588	0	0	(21,245)	(21,245)	156,343	156,343	(7,873)	(11,276)
Staff Housing & CEO's Residence	L204	330,043	0	0	(37,114)	(49,541)	292,929	280,502	(3,948)	(5,081)
LG Sports Pavillion	L182	66,771	0	0	(20,885)	(20,885)	45,886	45,886	(3,063)	(4,464)
LG Residential Land	L189	91,287	0	0	(11,852)	(18,048)	79,435	73,239	(3,217)	(8,387)
Purchase & Develop Industrial Land	L203	370,773	0	0	(59,495)	(59,495)	311,278	311,278	(6,814)	(7,992)
LG Precinct	L198	0	0	0	0	0	0	0	(76)	(76)
WACHS Housing	L205	0	750,000	750,000	0	0	750,000	750,000	0	0
Total		1,036,462	750,000	750,000	(150,591)	(169,214)	1,635,871	1,617,248	(24,993)	(37,276)
Current borrowings		169,214					18,622			
Non-current borrowings		867,248					1,617,249			
		1,036,462					1,635,871			

All debenture repayments were financed by general purpose revenue.

New borrowings 2024-25

Particulars	Amount Borrowed	Amount Borrowed	Institution	Loan Type	Term Years	Total Interest	Interest Rate	Amount (Used)		Balance
	Actual	Budget				& Charges		Actual	Budget	Unspent
	\$	\$				\$	%	\$	\$	\$
L205 - WACHS Housing	750,000	750,000	WATC	Semi-annual	15		5.80	0	(750,000)	

KEY INFORMATION

The City 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.

11 OTHER CURRENT LIABILITIES

	Note	Opening Balance 1 July 2024 \$	Liability transferred from/(to) non current \$	Liability Increase \$	Liability Reduction \$	Closing Balance 30 April 2025 \$
Other current liabilities						
Other liabilities						
Capital grant/contributions liabilities		4,043	0	1,548,134	(1,552,177)	0
Total other liabilities		4,043	0	1,548,134	(1,552,177)	0
Employee Related Provisions						
Provision for annual leave		227,910	0	0	(8,579)	219,331
Provision for long service leave		215,643	0	0	0	215,643
Total Provisions		443,553	0	0	(8,579)	434,974
Total other current liabilities		447,596	0	1,548,134	(1,560,756)	434,974

Amounts shown above include GST (where applicable)

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

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.

12 GRANTS, SUBSIDIES AND CONTRIBUTIONS

Provider	Unspent grant, subsidies and contributions liability					Grants, subsidies and contributions revenue		
	Liability	Increase in	Decrease in	Liability	Current	Amended	YTD	YTD
	1 July 2024	Liability	Liability	30 Apr 2025	Liability	Budget	Budget	Revenue
	\$	\$	\$	\$	\$	\$	\$	\$
Grants and subsidies								
Grants Commission - General	0	0	0	0	0	282,958	212,220	212,219
Grants Commission - Roads	0	0	0	0	0	154,704	116,028	116,028
Grant - DFES LGGS Operating	0	0	0	0	0	154,605	154,605	226,122
Grants - Senior Activities	0	0	0	0	0	1,000	830	0
Grants - Youth Activities	0	0	0	0	0	4,000	3,600	3,000
Direct Grant - MRWA	0	0	0	0	0	487,005	487,005	487,005
Skeleton Weed Programm Grant	0	0	0	0	0	200,000	200,000	200,000
Heritage Council of WA - LG AIM Hospital Interpretati	0	0	0	0	0	19,900	19,900	19,900
DFES - AWARE Grant Funding 2024/25	0	0	0	0	0	18,000	18,000	18,000
NearMiss Lake Grace Intersection Monitoring Grant	0	0	0	0	0	0	0	87,060
	0	0	0	0	0	1,322,172	1,212,188	1,369,334
Contributions								
ESL Administration Fee	0	0	0	0	0	4,000	4,000	4,000
Contribution To New Community Bus	0	0	0	0	0	100,000	0	0
Lake King Pavilion / Oval - Hire Fees	0	0	0	0	0	500	410	0
Contributions - Other Culture	0	0	0	0	0	1,000	830	0
Contributions - Street Lighting	0	0	0	0	0	10,000	0	0
Other Contributions	0	0	0	0	0	6,000	6,000	6,000
AIM Contributions	0	0	0	0	0	200	160	1,526
Community Gardens Grant Program 2024	0	0	0	0	0	10,000	10,000	10,000
State Library of WA - TDI Grant 2023/24	0	0	0	0	0	0	0	723
	0	0	0	0	0	131,700	21,400	22,249
TOTALS	0	0	0	0	0	1,453,872	1,233,588	1,391,582

13 CAPITAL GRANTS, SUBSIDIES AND CONTRIBUTIONS

Provider	Capital grant/contribution liabilities					Capital grants, subsidies and contributions revenue		
	Liability 1 July 2024	Increase in Liability	Decrease in Liability (As revenue)	Liability 30 Apr 2025	Current Liability 30 Apr 2025	Amended Budget Revenue	YTD Budget	YTD Revenue Actual
	\$	\$	\$	\$	\$	\$	\$	\$
Capital grants and subsidies								
Local Roads & Community Program	0	0	0	0	0	40,000	33,332	0
Local Roads & Community Program - Public Halls, Civic Centres	0	692,598	(692,598)	0	0	1,150,331	933,600	692,598
Local Roads & Community Program - Swimming Pools	0	45,909	(45,909)	0	0	50,000	41,665	45,909
Roads to Recovery	0	340,442	(340,442)	0	0	1,449,776	350,000	340,442
Regional Road Group	4,043	426,770	(430,813)	0	0	430,813	358,511	430,813
Local Roads & Community Program	0	0	0	0	0	77,500	64,580	0
Local Roads & Community Program	0	42,415	(42,415)	0	0	142,415	118,672	42,415
DWER Contributions toward Dams revitalisations and other works	0	0	0	0	0	151,880	55,920	47,949
Grant - DFES In-kind contribution LK Fire Truck addtnl cost	0	0	0	0	0	52,643	52,643	52,643
NGT Bowling Club Reconstruction and Resurfacing Project	0	0	0	0	0	192,100	70,700	70,700
	4,043	1,548,134	(1,552,177)	0	0	3,737,458	2,079,623	1,723,469
TOTALS	4,043	1,548,134	(1,552,177)	0	0	3,737,458	2,079,623	1,723,469

SHIRE OF LAKE GRACE
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 APRIL 2025

14 TRUST FUND

Funds held at balance date which are required by legislation to be credited to the trust fund and which are not included in the financial statements are as follows:

Description	Opening Balance 1 July 2024	Amount Received	Amount Paid	Closing Balance 30 April 2025
	\$	\$	\$	\$
Standpipe bonds	12,107	510	(200)	12,417
	12,107	510	(200)	12,417

**SHIRE OF LAKE GRACE
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 APRIL 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
1325014 - Visitor Centre Improvement Cap Exp	Res 13945	Capital expenses		80,000		80,000
113077 - Jam Patch Modus Toilet Cap Exp	Res 13945	Capital expenses			(80,000)	0
1210529 - Dykes Rd Resheet SLK 0.00-5.00	Res 13966	Capital expenses		50,382		50,382
1210536 - Biddy Camm Rd SLK 62.83 - 68.10	Res 13966	Capital expenses			(50,382)	0
P27CAP - Newdegate Parks and Gardens plant and equipment	Res 13968	Capital expenses			(98,000)	(98,000)
122701 - Depot Tools & Miscellaneous Items	Res 13968	Operating expenses			(12,000)	(110,000)
A001316 - Plant Replacement Reserve Bank	Res 13968	Reserve		110,000		0
I030135 - Interim Rates	Res 14008	Operating Revenue			(14,000)	(14,000)
I051040 - 22.23 BFB Supplement Operating Grant	Res 14008	Operating Revenue		34,605		20,605
I030301 - Grants Commission - General	Res 14008	Operating Revenue			(28,199)	(7,594)
I030302 - Grants Commission - Road Funds	Res 14008	Operating Revenue			(116,118)	(123,712)
I113452 - Community Gardens Grant Program 2024 - Department of Communities	Res 14008	Operating Revenue		10,000		(113,712)
I051450 - 2024/25 AWARE Grant Funding Agreement	Res 14008	Operating Revenue		18,000		(95,712)
I132412 - Heritage Grants Program 21/22 and 24/25 - Claim for Interpretation Plan - Lake Grace AIM Hospital	Res 14008	Operating Revenue		19,900		(75,812)
I087010 - Grant - Youth Activities MUN	Res 14008	Operating Revenue		3,000		(72,812)
I132415 - Increase in tickets income	Res 14008	Operating Revenue		3,000		(69,812)
I106110 - Town Planning Fees - increased demand of the service	Res 14008	Operating Revenue		30,000		(39,812)
I160210 - Interest On Investment - Municipal Funds	Res 14008	Operating Revenue			(70,000)	(109,812)
I160215 - Interest On Investment - Reserve Funds	Res 14008	Operating Revenue			(37,974)	(147,786)
I136992 - The new lease has been signed for NGT Research station with \$1 cost	Res 14008	Operating Revenue			(67,829)	(215,615)
I077410 - Provision of Medical Services in Rural WA Group - other shire contributions	Res 14008	Operating Revenue		30,000		(185,615)
I053105 - Emergency Services Officer Income	Res 14008	Operating Revenue		10,000		(175,615)
I123910 - Profit On Sale Of Assets	Res 14008	Non Cash Item	Non Cash Item	86,430		(175,615)
CONCERT - Reduction in Events Expenses	Res 14008	Operating Expenses		3,500		(172,115)
E136992 - The new lease has been signed for NGT Research station with \$1 cost	Res 14008	Operating Expenses		67,829		(104,286)
E077023 - Provision of Medical Services in Rural WA Group	Res 14008	Operating Expenses			(30,000)	(134,286)
E042029 - Provision of Medical Services in Rural WA Group - LG contribution	Res 14008	Operating Expenses			(5,000)	(139,286)
121302 - AWARE expenditure increase to match the \$18,000 income	Res 14008	Operating Expenses			(15,000)	(154,286)
122503 - Backslopes & Weed Spraying - expenses decrease	Res 14008	Operating Expenses		17,000		(137,286)
E092022 - 205 - WACHS Housing Loan repayments moved to 25.26 FY (Interest)	Res 14008	Operating Expenses		21,750		(115,536)
E077019 - Medical Centre - Support Payment Increase	Res 14008	Operating Expenses			(7,500)	(123,036)
E042920 - Loss on sale of vehicles lower than anticipated	Res 14008	Non Cash Item	Non Cash Item	24,712		(123,036)
I116511 - Stage 1 of the AIM Hospital Museum Project (Heritage Council of WA), the rest \$15K in 25/26 FY	Res 14008	Capital Revenue				(123,036)
I051440 - Journal 2025.06.01 to record acquisition of In-kind contribution Fire Truck (Asset 215)	Res 14008	Capital Revenue		52,643		(70,393)
I111413 - All Drought and community funding received in 23/24 FY	Res 14008	Capital Revenue			(103,489)	(173,882)
I121771 - Grant Regional Road Group increase	Res 14008	Capital Revenue		4,043		(169,839)
I121782 - Local Roads & Community Program - Grant reduction	Res 14008	Capital Revenue			(45,802)	(215,641)
I134413 - Community Water Supplies Program grant reduction, final milestone moved to 26/25	Res 14008	Capital Revenue			(15,898)	(231,539)
I113183 - NGT Bowling Club Reconstruction and Resurfacing Project: \$70,700 – CSRFF Grant, \$70,700 – Newdegate Machinery Field Days, \$50,700 – Newdegate Bowling Club	Res 14008	Capital Revenue		192,100		(39,439)
I150038 - Grants - Wattle Drive Extension - Carry forward to 25/26 financial year in line with funding	Res 14008	Capital Revenue		0	(600,000)	(639,439)
I123115 - Proceeds Sale Of Vehicles	Res 14008	Capital Revenue		89,160		(550,279)
1170014 - AIM Interpretive Design	Res 14008	Capital Expenses			(15,000)	(565,279)
9196085 - Exp moved to 25/26 FY - Staff Housing Wattle Drive House 1	Res 14008	Capital Expenses		600,000		34,721
9196086 - Exp moved to 25/26 FY - Staff Housing Wattle Drive House 2	Res 14008	Capital Expenses		600,000		634,721

SHIRE OF LAKE GRACE
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 APRIL 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
			\$	\$	\$	\$
1131543 - Purchase Lot 352 Stubbs St (Pink Building)	Res 14008	Capital Expenses			(200,000)	434,721
E143318 - Toilet for Newdegate Depot	Res 14008	Capital Expenses			(12,000)	422,721
E137260 - Lake Grace Residential Land - Carry forward to 25/26 financial year in line with funding	Res 14008	Capital Expenses		800,000		1,222,721
511734 - Journal 2025.06.01 to record acquisition of In-kind contribution Fire Truck (Asset 215)	Res 14008	Capital Expenses			(52,643)	1,170,078
PL39CAP - RMX240 Mower x 2 (Lake Grace & Lake King)	Res 14008	Capital Expenses			(54,000)	1,116,078
PL04CAP - 6 Wheel Tip Truck - Increase in cost	Res 14008	Capital Expenses			(80,000)	1,036,078
1210534 - Ladyman Rd SLK 0.00 -4.00 - expenses decrease	Res 14008	Capital Expenses		40,000		1,076,078
113079 - Newdegate Bowling Club Reconstruction and Resurfacing Project	Res 14008	Capital Expenses			(212,100)	863,978
E092186 - 205 - WACHS Housing Loan repayments moved to 25.26 FY (Redemption)	Res 14008	Capital Expenses		16,022		880,000
206 - Staff Housing Loan - moved to 25/26 FY	Res 14008	Capital Revenue			(600,000)	280,000
I091960 - 205 - WACHS Housing Loan - Income from WATC	Res 14008	Capital Revenue		750,000		280,000
Transfers from Housing Reserve - Transfer to cover Staff Housing Wattle Drive House 2 to be moved to 25/26 FY	Res 14008	Capital Revenue			(300,000)	(20,000)
Transfers from Recreation Reserve - Newdegate Bowling Club Reconstruction and Resurfacing Project						
- Shire of Lake Grace contribution	Res 14008	Capital Revenue		20,000		(0)
1210532 - Lockhart Road SLK 3 - 5.00	Res 14020	Capital expenses		42,000		42,000
122505 - Drainage	Res 14020	Operating expenses		20,000		62,000
1040101 - Urban Stormwater Drainage	Res 14020	Operating expenses			(62,000)	(0)
1210533 - Fitzgerald Rd Resheet SLK 0.00 - 9.76	Res 14030	Capital expenses		273,500		273,500
1210022 - Jarring South Rd SLK 6.00-11.50	Res 14030	Capital expenses			(273,500)	(0)
				4,119,576	(3,258,435)	(0)

Municipal Bank Statement

Summary:

G/L Account (as at Month End)

1A0011010 Municipal Bank Account MUN

Statement No 77

Statement Date 30/04/2025

Page 5 of 5

Opening Balance	6,340,441.93
Deposits	\$261,005.42
Payments	-1,020,196.70
Fees	12,497.94
Adjustments	-163,499.02
Closing Balance	5,430,249.57

Opening Balance	6,348,560.48
<u>Reconciled Items</u>	
Deposits	260,406.67
Payments	-1,020,196.70
Fees	3,440.19
Adjustments	-163,499.02
Closing Balance	5,429,391.62

Unreconciled Items

Deposits	857.95
Payments	0.00
Fees	0.00
Adjustments	0.00
Unreconciled Closing Balance	857.95
Total - To agree with GL	5,430,249.57

The Bank Statement balances to the General Ledger

Municipal Account - Reconciliation to 30/04/2025

G/L Account (as at Month End):

Fees:

Dept of Transport	-\$37,517.25
Bank Fees	-\$398.89
LESS: Interest Received	\$50,414.08
	\$12,497.94

Adjustments

Payroll	-\$162,819.02
Payroll Rent Deduction	-\$680.00
	-\$163,499.02

Unreconciled Items:

\$857.95

Outstanding Deposits

Cash/Chq 30/04/2025	\$857.95
	\$857.95

Outstanding Payments

\$0.00

ENTERED

By Victoria Fasano - SFO I&R at 2:50 pm, May 02, 2025

APPROVED

By Tegan Hall - MCS at 12:55 pm, May 05, 2025

Shire of Lake Grace



Reserve Bank Statement

Reserve No	Reserve Account Name	Balance
11	Emergency Services Reserve Bank	\$ 30,525.83
12	Housing Reserve Bank	\$ 1,236,779.76
13	Swimming Pool (Lake Grace) Reserve Bank	\$ 710,915.00
14	Land Development Reserve Bank	\$ 277,730.81
15	Leave Reserve Bank	\$ 373,471.47
16	Plant Replacement Reserve Bank	\$ 990,241.60
17	Recreation Reserve Bank	\$ 276,095.92
18	Works & Services Reserve Bank	\$ 440,878.41
19	Newdegate Hall Reserve Bank	\$ 62,688.50
20	Lake Grace TV Reserve Bank	\$ 33,856.81
23	Varley Sullage Reserve Bank	\$ -
31	Lake Grace Sewerage Scheme Reserve Bank	\$ 1,625,860.50
35	Newdegate Sports Dam Reserve Bank	\$ -
36	Newdegate Stadium Floor Reserve Bank	\$ 130,560.35
37	Community Water Supply Reserve Bank	\$ -
40	Office Furniture & Equipment Reserve Bank	\$ 14,964.51
42	History Book Reserve Bank	\$ 11,761.65
43	Essential Medical Services Reserve Bank	\$ 621,949.48
44	AIM Hospital Museum Reserve	\$ 6,543.81
		\$ 6,844,824.41

Bank Balance

30/04/2025

Bankwest Reserve Acc	\$0.00
CBA Reserve Acc	\$0.01
WATC Reserve Acc	\$1,598,734.97
CBA Reserve Term Deposit 1	\$0.00
CBA Reserve Term Deposit	\$5,246,089.43
	\$6,844,824.41

ENTERED

By Victoria Fasano - SFO I&R at 2:05 pm, May 05, 2025

APPROVED

By Tegan Hall - MCS at 2:29 pm, May 05, 2025

Variance \$0.00

Reserves Fund Statement

Trust Bank Statement

Summary:

G/L Account (as at Month End)

1A0013050 Trust Fund Cash At Bank MUN

Statement No 77

Statement Date 30/04/2025

Page 2 of 2

Opening Balance	12,465.90
Deposits	\$51.00
Payments	-100.00
Fees	0.00
Adjustments	0.00
Closing Balance	12,416.90

Opening Balance	12,465.90
<u>Reconciled Items</u>	
Deposits	51.00
Payments	-100.00
Fees	0.00
Adjustments	0.00
Closing Balance	12,416.90

Unreconciled Items

Deposits	0.00
Payments	0.00
Fees	0.00
Adjustments	0.00
Unreconciled Closing Balance	0.00
Total - To agree with GL	12,416.90

The Bank Statement balances to the General Ledger

ENTERED

By Victoria Fasano - SFO I&R at 3:18 pm, May 02, 2025

APPROVED

By Tegan Hall - MCS at 12:29 pm, May 05, 2025



Shire of Lake Grace

28 May 2025

**Ordinary Council Meeting
INFORMATION BULLETIN
ITEM 16.0 - ATTACHMENTS**

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